



Request for Qualifications

RFQ #2393

**Stormwater Control Measure (SCM) Inspection and Maintenance
Services**

January 25, 2019

I. OVERVIEW AND PURPOSE

The City of Concord is soliciting proposals from a well-qualified consultant firm to provide Storm Control Measure (SCM) inspection and maintenance services for City owned SCM's for a period up to five (5) years as outlined in Sec. VI Time. The consultant firm will be tasked with timely inspection and all necessary maintenance of all City owned SCM's, including wet ponds, sand filters, bioretention, etc.

II. SCOPE OF WORK

The following is a general description of the scope of work required. This is not intended to be all-inclusive.

The consultant firm will be responsible for providing all required staff with all the appropriate skills and qualifications to provide Storm Control Measure (SCM) inspections in accordance with the City of Concord annual inspection requirements. Following all SCM inspections, the consultant firm will be responsible for providing qualified personnel and all labor and materials required for all applicable SCM maintenance.

The annual inspection must be completed by a North Carolina licensed engineer and stamped, signed and dated as required. The engineer should be fully knowledgeable of the North Carolina Department of Environmental Quality Stormwater Design Manual.

Currently the City inspects and maintains the following SCM's (subject to change) for annual inspections; three (3) wet ponds, five (5) sand filters, and two (2) bioretention cells.

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Registration for Professional Engineers and Land Surveyors as applicable. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the NC Board of Registration for Professional Engineer and Land Surveyors as applicable. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Qualifications Statement. The firm must have the financial ability to undertake the work and assume the liability. The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

The firm and subconsultants shall not discriminate on the basis of race, religion, color, national origin, age, disability, or sex in the performance of any contract entered into under this pre-qualification process.

The firm must have the financial ability to undertake the work and assume the liability. Refer to the attached *Standard Form of Agreement for Professional Services* contract for additional terms.

Questions concerning the scope of this project should be directed in writing to Clinton M. Shoaf, PE, CFM, Engineering Manager, contact information below. Any amendments to the RFQ shall be made in writing and distributed as an addendum.

Clinton M. Shoaf, PE, CFM
Engineering Manager
Alfred M. Brown Operations Center
635 Alfred Brown Jr Court SW
PO Box 308
Concord, NC 28026
704-920-5407
Email: shoafc@concordnc.gov

Firms should have no contact related to this project with elected officials or City of Concord Employees other than as directed herein, during the RFQ process. Any such contact will subject the firm to immediate disqualification for consideration for this project. At the option of the selection committee, interviews may be held if it is determined to enhance the selection process.

III. SUBMITTAL REQUIREMENTS

The selection of the firm will be based on the totality of the qualifications of the firm as presented in the detailed qualifications statement. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be totally disqualifying but shall be taken into consideration as a portion of the totality reflecting positively or negatively on the qualifications of the firm. Qualification statements should clearly and concisely address the following:

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1. Cover Letter

Provide a cover letter addressed to Clinton M. Shoaf, PE, CFM, Engineering Manager. The cover letter is limited to one (1) page and should contain the following information:

- Expression of firm's interest and why you feel your firm is best suited for the inspection and maintenance contract.
- Date of most recent private firm qualification.
- Statement of whether firm is on register.
- Statement regarding firms' possible conflict(s) of interest for the work.
- Summation of information contained in the qualifications statement.

2. Qualifications and Experience

- Provide a summary of at least three (3) recent projects, demonstrating similar work the firm has conducting showing its ability to conduct and manage the proposed work.
- If subconsultants are proposed, provide corresponding information describing their qualification as requested in the previous bullet point.

3. Personnel Experience

- Provide the names, classifications, and locations of the firm's key staff and resources to be assigned to the proposed work, including professional credentials and certifications.
- The capacity to perform the work.
- List any other pertinent information that should be included.

4. Core Services

- Provide a brief description of the firm's capability to perform the following:
 - a. Provide engineering inspections of the City owned SCM's and offer effective and cost conscious maintenance recommendation as needed to remain in compliance with the City SCM requirements.
 - b. Provide SCM maintenance of the City owned SCM's. Please list equipment that is necessary and available to provide adequate maintenance.
 - c. Provide examples of your firm's and/or subcontractor's successful track record for timely and effective completion of SCM inspections and/or maintenance. Completing projects efficiently and timely is imperative for the City to meet annual inspection dates.

VI. QUALIFICATION STATEMENT DEADLINE

ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED. Submissions should be in .pdf format. **Electronic submission of the statement of qualifications are due no later than 2:00 p.m. on Monday February 25, 2019 at the email address below.** No statement of qualifications will be accepted after this time.

The City reserves the right to reject any and all statements of interest. It is anticipated that a firm will be selected and notified by early March.

The statement of qualifications should be sent to the following e-mail address as a .pdf file: shoafc@concordnc.gov An electronic receipt will be sent when your submission is downloaded to our server. Paper copies are not required. The subject line should contain the firm's name and "Storm Control Measure Inspection and Maintenance Services".

V. SELECTION CRITERIA

The considerations below will be utilized for selection of the firm. Selection will be made after thorough review conducted by a City panel. Actual interviews may be conducted after review of the responses by interested firms.

1. Firm's specialized experience, knowledge, familiarity and past performance for similar services within the last five years;
 - 25%
2. Project personnel qualifications, experience, knowledge, and ability to perform the desired services;
 - 40%
3. Firm's ability to provide the core services (engineering and SCM maintenance) in-house or subcontracted;
 - 25%
4. Firm's commitment to provide personnel, resources, and capacity;
 - 10%

It is an absolute requirement of the City that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

The City of Concord panel will negotiate a contract with the top-rated firm following selection. If a contract cannot be successfully negotiated with the top-rated firm, the panel will proceed to the second rated firm. Firms that are not selected will be notified.

VI. TIME

The City will award the Storm Control Measure Inspection and Maintenance Services contract to one firm for Fiscal Year 2019, ending June 30, 2019. The awarded firm will be pre-qualified for on-call consulting services for an additional four (4) years, total of 5 years, ending June 30, 2023.

The City of Concord may qualify additional consultants for the aforementioned period. The selected firm(s) shall provide consulting services required to meet the City of Concord SCM inspection and maintenance requirements during the term of the agreement.

VII. CONTRACTING

Any contract developed for this work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of

contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Cabarrus County, North Carolina.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

The local government of the City of Concord does not discriminate administering any of its programs and activities. The Consultant(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

This contract (this "Contract" or this "Agreement") is made and entered into as of the ____ day of _____, 2019, by the City of CONCORD ("City") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose. The Consultant will provide professional services for the project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define the Agreement when the Consultant and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on _____ 2019 and end at _____ 2____. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size

Umbrella

\$1,000,000 per occurrence if contract does not exceed 180 days; otherwise,

\$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

To the Contractor:

City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704)

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) **Choice of Law and Forum.** This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) **Assignment, Successors and Assigns.** Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall

be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____
dated _____ 2_____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: Clinton M. Shoaf, PE, CFM, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.
- This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE