

Advertised: **September 5, 2024**

## **Town of Cary**

### **REQUEST for LETTERS of INTEREST (RFLOI)**

#### **Construction Engineering and Inspection (CEI) Services**

TITLE: **BL-0091 (Higgins Greenway IV)**

ISSUE DATE: **September 5, 2024**

SUBMITTAL DEADLINE: **October 3, 2024**

ISSUING AGENCY: **Town of Cary**

#### **SYNOPSIS**

##### **SUBCONSULTANTS ARE PERMITTED UNDER THIS CONTRACT.**

This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform ALL of the Discipline Codes listed below for the Town of Cary. Discipline Codes required are:

- **00195 – Roadway Construction Engineering & Inspection**
- **00233 – Structures Construction Engineering & Inspection**

**WORK CODES** for each primary and/or subconsultant firm(s) **SHALL** be listed on the respective RS-2 FORMS (see section ‘SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS’).

This RFLOI is to solicit responses (LETTERS of INTEREST, or LOIs) from qualified firms to provide professional consulting services to:

**Town of Cary desires to engage private engineering consulting firms to provide Construction Engineering and Inspection (CEI) and Construction Contract Administration services for:**

Project	TIP #	CON	Utility	ROW	Funding
Higgins Greenway Phase IV	BL-0091	50780.3.1			CMAQ

This project includes building approximately 1,500 feet of street side trail on the west side of Kildaire Farm Road between Shriley Drive and Walnut Street. Other project elements include curb and gutter, drainage, retaining wall, decorative fencing, median installation, overhead to underground utility relocations and various streetscape elements. Construction is anticipated to begin in Spring of 2025 and last 16 months.

Electronic LOIs should be submitted in .pdf format using software such as Adobe, CutePDF PDF Writer, DocuDesk deskPDF, etc.

**LOIs SHALL be received ELECTRONICALLY no later than 5:00 pm, October 3, 2024. The address for electronic deliveries is [kyle.hubert@carync.gov](mailto:kyle.hubert@carync.gov). LOIs received after this deadline will not be considered.**

Except as provided below 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 Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$2,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

## **SCOPE OF WORK**

The **Town of Cary** is soliciting proposals for the services of a firm/team for the following contract scope of work:

Cary in coordination with North Carolina Department of Transportation, is issuing this RFLOI for Higgins Greenway Phase IV.

**PROPOSED CONTRACT TIME: 12 to 24 months**

**PROPOSED CONTRACT PAYMENT TYPE: COST-PLUS**

The desired services include Construction Engineering and Inspection (CEI) and construction contract administration for Higgins Greenway Phase IV Tasks to be performed include, but are not necessarily limited to:

- Producing an Inspector's Daily Report giving a detailed account of all activities during the life of the project.
- Maintaining a Project Diary with Inspector's Daily Reports and other required information.
- Maintaining Pay Records.
- Attend preconstruction conference and assist LGA staff in ensuring proper execution of all contract documents.
- Reviewing and verifying contractor pay applications.
- Maintaining written correspondence with the Contractor.
- Completing and maintaining minutes of all project meetings.
- Ensuring Contractor compliance with Buy America provisions in 23 U.S.C. Sec. 313 and 23 C.F.R. Sec. 635.410.
- Ensuring timely Contractor/Subcontractor submission of Certified Payrolls, ensuring Certified Payrolls include all required information, and maintaining Certified Payrolls in the project file.
- Verifying certified payrolls to assist LGA in making payments to the Contractor.
- Performing calendar year quarterly Wage Rate Interviews and other employee interviews as necessary to ensure proper Contractor and-or Subcontractor employee classification and compensation and proper inclusion of employees on Contractor and-or Subcontractor Certified Payrolls; notifying the LGA of any and all complaints by Contractor/Subcontractor employees related to payment or employment classification; and coordinating with the LGA as needed to investigate and-or report complaints to NCDOT or other applicable agencies.
- Ensuring that appropriate federal posters are displayed on the jobsite and accessible to all employees on the jobsite.
- Processing all Change Orders and Supplemental Agreements for project construction.
- Processing all Requests for Extensions in Contract Time and Additional Compensation claims.
- Ensuring prompt payment by the Contractor to any Subcontractors.
- Ensuring Contractor submittal, with each pay request, of accounting of payments made to DBE firms, including material suppliers and contractors at all levels (prime, subcontractor or second tier subcontractor); comparing final payments to DBE firms with project commitments (see below); and, as needed, obtaining explanations of DBE payment shortfalls.
- Performing final inspection and when work is to contract standards recommending acceptance of the project to the LGA.

- Working with the NCDOT Materials and Tests Unit in ensuring that all project materials and products meet the required criteria; and providing and/or maintaining required materials and testing documentation.
- Completing and/or reviewing of Materials Received Reports (MRRs) for any non-exempt materials to be temporarily or permanently incorporated in the construction; and, as needed, assisting the LGA in investigation and follow-up action in the event one or more materials fail tests.
- Communicating with NCDOT and-or FHWA regarding Independent Assurance testing of materials.
- Ensuring Contractor/Subcontractor compliance with the conditions in the Permit to Construct issued by [ANY AGENCY], covering construction activities in the [AGENCY'S EASEMENT], and [OTHER AGENCY'S] standards, specifications, and procedures, to the extent not already conducted by [OTHER AGENCY'S] designated construction inspector; and coordinating as appropriate with [OTHER AGENCY'S] designated construction inspector.
- As needed, working with the LGA to keep in communication with appropriate staff from [OTHER STAKEHOLDERS] and NCDOT regarding project progress.
- Submitting original project materials records to the NCDOT Materials and Tests Unit.
- Inspecting erosion control devices to ensure they are properly installed and maintained.
- Maintain erosion control Records.
- Inspecting Traffic Control for compliance with MUTCD/Traffic Control Plan and maintain documentation.
- Coordinating with the LGA in arranging reimbursement requests from NCDOT and ensuring that the Contractor and-or Subcontractors do not engage in any activity in violation of a provision in the Municipal Agreement or Supplemental Agreements. These documents will be provided to the selected firm.
- In general, ensuring Contractor/Subcontractor compliance with approved plans and specifications.
- Miscellaneous communication with the LGA and NCDOT relating to the tasks listed above or other matters pertinent to the CEI services.
- Leading coordination efforts related to overhead to underground utility relocations including preconstruction meeting, adherence to contract documents and specifications, documentation of any changes and associated scheduling including conversions and removal of existing utility poles.

The successful bidder shall procure and maintain during the life of the contract the following insurance coverages:

### 1.1 General Requirements

1.1.1 The DESIGNER shall purchase and maintain and shall cause each of the DESIGNER's Consultants to purchase and maintain during the period of performance of this Agreement, and for five years after issuance of a Certificate of Final Completion of the Project, insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including contractual liability and completed operations, explosions, collapse, and underground hazards

coverage) covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the DESIGNER's or DESIGNER's Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Commercial Automobile Liability Insurance, including owned, hired, and non- owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the DESIGNER.

1.1.2 Insurance policies required hereunder shall include provisions or endorsements containing the following:

- a) *Insurers.* The minimum insurance ratings for any company insuring the DESIGNER shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the OWNER may, at its option, require the DESIGNER to purchase insurance from a company whose rating meets the minimum standard. DESIGNER's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If DESIGNER is unable to find an authorized carrier for any line of insurance coverage, DESIGNER shall notify OWNER in writing.
- b) *Additional Insured Status.* All insurance policies (except Workers Compensation and Professional Liability) shall name the Town of Cary, its elected officials, officers, employees and volunteers as an additional insured.
- c) *Notice of Cancellation.* Each policy shall provide that the OWNER shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, DESIGNER shall procure substitute insurance so as to assure OWNER that the minimum limits of coverage are maintained continuously throughout the periods specified herein.
- d) *Primary.* DESIGNER's insurance coverage shall be primary for any claims related to this agreement.
- e) *Waiver of Subrogation.* Except with respect to Professional Liability insurance, the insurer shall have no right of recovery or subrogation against OWNER, its agents or agencies, it being the intention of the parties that the insurance policies shall protect OWNER and be primary coverage for any and all losses covered by the policies.
- f) *Verification of Coverage.* A certificate of insurance and all applicable endorsements required shall be provided as Attachment I prior to execution of this Agreement. The OWNER's review or acceptance of certificates of insurance shall neither relieve DESIGNER of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.
- g) Certificate Holder address should read:

Town of Cary  
PO Box 8005  
Cary, NC 27512-8005

- h) *Special Risks or Circumstances.* The OWNER reserves the right to request modifications to these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances; and
- i) *Other.* The insurance companies issuing the policy or policies shall have no recourse against the OWNER, its agents or agencies for the payment of any premiums or for assessments under any form of policy; any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of the DESIGNER; coverage shall be deemed to be in connection with this Agreement as revised by any Change Orders or Written Amendments.

## 1.2 Limits of Coverage

1.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
Worker's Compensation	Limits for Coverage A - Statutory State of N.C.  Coverage B - Employers Liability  \$500,000 each accident and policy limit and disease each employee
Commercial General Liability	\$1,000,000 per occurrence  \$2,000,000 aggregate
Automobile Liability	\$1,000,000 CSL
Umbrella	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per claim

The DESIGNER may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the OWNER.

### 1.3 OWNER's Insurance Option

1.3.1 At any time during the performance of this Agreement, the OWNER may, upon thirty (30) days written notice to DESIGNER, at its sole option, provide any or all of the insurance coverage required under the Article.

1.3.2 If the OWNER elects to provide such coverage it shall notify the DESIGNER in writing and provide to the DESIGNER such certificate or certificates of coverage as may be applicable.

1.3.3 If the OWNER elects to provide such coverage it shall be entitled to pro rata reduction in the fees for Basic Services equal to the cost of providing such coverage to the DESIGNER.

**Special Requirements:** The Town of Cary is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Cary thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Cary. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

**Prohibited Contract Terms:** In no event shall there be any of the following unless Town's express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

## **SUBMITTAL REQUIREMENTS**

All LOIs are limited to **FIFTEEN (15)** pages (RS-2 forms are not included in the page count) inclusive of the cover sheet, and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

*Fold out pages are not allowed. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred.*

LOIs containing more than **FIFTEEN (15)** pages will not be considered.

**Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above. If LOIs do not meet ALL of these requirements they will be disqualified. No exception will be granted.**

## **SELECTION PROCESS**

Following is a general description of the selection process:

- The LGA's Selection Committee will review all qualifying LOI submittals.
- For Project-Specific Contracts (non On-Call type contracts), the LGA's Selection Committee MAY, at the LGA's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the section SUBMISSION SCHEDULE AND KEY DATES at the end of this RFLOI.
- In order to be considered for selection, consultants must submit a complete response to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

## **TITLE VI NONDISCRIMINATION NOTIFICATION**

The LGA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit LETTERS of INTEREST (LOIs) in response to this ADVERTISEMENT and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION**

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#).

The SPSF must be qualified with the Department to perform the work for which they are listed.



## **PREQUALIFICATION**

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your LOI**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

## **DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT**

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

## **SELECTION CRITERIA**

**All prequalified firms who submit responsive letters of interest will be considered.**

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. **30%** = Firm's experience, knowledge, familiarity and past performance with similar LAPP funded municipal CEI projects.
2. **30%** = The experience of the firm's proposed staff to perform the type of work required.
3. **30%** = Firm's understanding of the project specific issues and their responsibility in delivering the services for the advertised project(s).
4. **10%** = Firm's prior related experience on work specifically related to greenway in the triangle.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

## **SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS**

The LOI should be addressed to **Kyle Hubert, Senior Project Manager** and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI.

The LOI must also include the information outlined below:

### Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

### Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.
2. If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

### Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

**Note:** If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, NCDOT should be notified immediately.

#### Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI (if any project-specific dates are outlined below).

#### APPENDICES-

##### CONSULTANT CERTIFICATION Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm's letter of interest. This section is limited to the number of pages required to provide the requested information.

Submit Form RS-2 forms for the following:

- **Prime Consultant firm**
  - Prime Consultant Form RS-2 Rev 1/14/08; and
- **ANY/ALL Subconsultant firms** to be, or anticipated to be, utilized by your firm.
  - Subconsultant Form RS-2 Rev 1/15/08.
  - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word "None" or the number "ZERO" and signing the form.

Complete and sign each Form RS-2 (instructions are listed on the form).

The required forms are available on the Department's website at:

<https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

[Prime Consultant Form RS-2](#)

[Subconsultant Form RS-2](#)

All submissions, correspondence, and questions concerning this RFLOI should be directed to [kyle.hubert@carync.gov](mailto:kyle.hubert@carync.gov)

Questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFLOI or other project information can be conveyed. Questions must be submitted to the person listed above no later than **September 26, 2024**. The last addendum will be issued no later than **September 30, 2024**.

## **SUBMISSION SCHEDULE AND KEY DATES**

RFLOI Release – **September 5, 2024**

Deadline for Questions – **September 26, 2024**

Issue Final Addendum – **September 30, 2024**

Deadline for LOI Submission – **October 3, 2024**

Shortlist Announced \* – **October 17, 2024**

Interviews – the week of **October 28<sup>th</sup>**

Firm Selection and Notification \*\* – **First week of November**

Anticipated Notice to Proceed – **January 2025**

\* Notification will **ONLY** be sent to shortlisted firms.

\*\* Notification will **ONLY** be sent to selected firms.