



Town of Garland, North Carolina

"Greatness Grows in Garland"

**Request for Qualifications (RFQ)
for
Professional Services**

**Water System Asset Inventory
and Assessment (AIA) Study**

Town of Garland, North Carolina

Issue Date: May 24, 2023

Due Date: June 15, 2023

General

The Town of Garland has been awarded American Rescue Plan (ARP) grant funding from the North Carolina Division of Environmental Quality (NCDEQ) to assist in the completion of a Water System Asset Inventory and Assessment (AIA) study. The Town invites submittal of responses to this Request for Qualifications (RFQ) from firms qualified in the State of North Carolina to perform engineering services.

Background

The Town was awarded funds for an AIA of the water system in February 2023. The project must be completed by December 31, 2026.

Scope of Services

- A. Complete inventory of water system and update system mapping.
 - Assess current mapping and system data.
 - Design database for GIS data collection and ongoing management.
 - Complete a thorough survey and assessment of system components.
 - Create GIS mapping and files for entire system.

- B. Develop an Asset Management Plan.
 - Utilize assessment data from mapping, create a risk analysis.
 - Determine condition of critical system components.
 - Create a recommended Capital Improvement Plan priorities/needs list to include anticipated costs for infrastructure and ongoing operations and maintenance.
 - Set groundwork for upcoming rate study tied to existing system.
 - Examine possibilities for system expansion with general recommendations.

- C. Create Final Report for Board Review and Adoption.
 - Document efforts, findings, and methods.
 - Compile results of work into final report.
 - Present report to Town Board.

Submittal Requirements

- A. Name of firm.
- B. Location of firm's office(s) and address, email, and telephone number of office out of which work will be performed.
- C. Brief history of firm.
- D. List of key personnel to be directly involved in the project with a short bio. Also include a brief description of their responsibilities and relevant project experience.
- E. List of 3 recent AIA projects with contact information for local officials involved with the projects.
- F. Projected availability of personnel needed for this effort.
- G. A proposed work plan/schedule of activities to be performed.
- H. Hourly rate schedule for personnel to be utilized on the project. In accordance with NCGS 143-64.31, DO NOT INCLUDE Lump Sum or Not-to-Exceed pricing for services.

Selection Process

Qualifications received by the deadline and prepared in general accordance with RFQ instructions will be reviewed using a qualifications-based selection process (QBS). Evaluation of firms will utilize the following criteria and points system, with a maximum total of 100 points:

- Qualifications, competence, and reputation of firm and personnel 40 points
- Related experience on similar, recent projects 40 points
- Ability to meet time/schedule requirements 10 points
- Demonstrated familiarity with locality and NCDEQ grant process 10 points

Following review of the submittals received, the Town will identify the firm it believes to be the best qualified for the proposed project.

Once a selection is made, the chosen firm will negotiate with the Town on fee and contract terms and conditions. If, in the sole opinion of the Town, an agreement cannot be achieved with the first respondent of choice, negotiations will proceed with the second or subsequent choice respondents until a mutually agreed upon contract can be negotiated.

Submission Information - *Due by 5:00pm, June 15, 2023*

Responses must be printed double-sided and are limited to a total of 20 printed pages, *excluding* cover, cover letter, and table of contents, which may or may not be provided at the discretion of the respondent. A sheet which has content on both sides shall be considered 2 pages. Respondents are requested not to include other generalized marketing information as part of the submittal documents.

Three (3) paper copies and one (1) electronic copy of the Statement of Qualifications should be submitted no later than **5:00pm on June 15, 2023**. The copies shall be in a sealed envelope marked "*Statement of Qualifications for Water System AIA Project for the Town of Garland.*"

Proposals can be mailed, or hand delivered to:
Samantha Wullenwaber, Deputy Executive Director
Mid-Carolina Regional Council
6205 Raeford Rd.
Fayetteville, North Carolina 28304

RFQ questions should be addressed to Samantha Wullenwaber, swullenwaber@mccog.org, or 919-632-5397.

The Town of Garland is an Equal Opportunity Employer and invites the submission of proposals from small, minority, and women-owned firms, which are historically underutilized businesses.

Sample Contract

Please see sample standard contract language following this section. The contract may vary based on the negotiations between the Town and the Independent Contractor who is selected.

Contractor Billing Name and Address:

1 **Scope of Work:**

Contractor shall....

2 **Independent Contractor:**

2.1 The Contractor agrees that he/she is an Independent Contractor not under the control or supervision of the Town and therefore not eligible for Worker's Compensation or other Town Employee benefits. The Contractor does not make this agreement under any duress.

3 **Insurance:**

3.1 The Contractor and any subcontractors shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below.

3.1.1 Workman's Compensation at or above the Statutory Minimum.

3.1.2 Employer's Liability at or above \$500,000.

3.1.3 General Liability at or above \$1,000,000 (One million dollars).

- 3.2 Employer's Liability Coverage will be required of the Contractor and any sub-Contractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.
- 3.3 All insurance will be by insurers acceptable to the Town and authorized to do business in the State of North Carolina. Prior to the commencement of work the Contractor shall furnish the Town with certificates of insurance or other satisfactory evidence that such insurance has been produced and in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the Town.

4 **Indemnity:**

- 4.1 The Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

5 **Scope of Contract:**

- 5.1 Effective Date – This Contract shall become effective on the day of execution.
- 5.2 Term – Work under this contract shall be completed from the effective day of execution.
- 5.3 Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination date, until all the rights and obligations of both parties thereunder have been fulfilled.
- 5.4 The Town shall compensate Contractor for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by Contractor in effecting the termination, including non-cancelable commitments and demobilization costs.
- 5.5 Exclusive Right – The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor to perform the services described in the scope of work.
- 5.6 Compliance with Applicable Laws – The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified services as provided for by this Contract in compliance with all applicable federal, state, and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described is also subject to the provisions of all pertinent municipal ordinances which are made a

part hereof with the same force and effect as if specifically set out herein. Contract is responsible to obtain any required permits and inspections.

- 5.7 Bankruptcy – "Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.
- 5.7.1 The Contractor's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the Town may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If the Contractor is unable to give adequate assurance, the Town may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.
- 5.7.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.
- 5.7.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.
- 5.8 Breach of Contract – If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for non-performance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.
- 5.9 Force Majeure – Neither the Contractor nor the Town shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.
- 5.9.1 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than ten (10) days written notice to the Town.

- 5.10 Arbitration and Award – Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association by arbitration in Randolph County, North Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 5.11 Assignment of Contract – No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, directly or indirectly by sale of stock of the Contractor to an entity unrelated to the Contractor, or other device, without the express written consent of the Town, which consent shall not be unreasonably withheld. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.
- 5.12 Change of Ownership – In the event that the Contractor's business assets are sold, without the written consent of the Town, the Town maintains the right, to terminate this agreement and, to hold the original owner solely liable. If, however, the Town determines, in its sole discretion, that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Town may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.
- 5.13 Waivers – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 5.14 Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.
- 5.15 Illegal and Invalid Provisions – Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.
- 5.16 Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation, or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 5.17 Binding Effect – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representative, successors, and assigns.

- 5.18 Amendment of the Contract – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.
- 5.19 Merger Clause: Previous Agreements Suspended – This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary, or contradict this agreement.

6 **Compensation:**

- 6.1 As noted on attached agreement, which is made part of this contract, contract will be for a maximum of **\$\$\$\$**.

7 **E-Verify Compliance:**

- 7.1 The contractor/vendor/supplier represents and covenants that it and its subcontractors and suppliers comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 143-133.3. The Town is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 143-133.3., as currently revised by House Bill 318, Ratified Bill.

8 **Safety of Workers and Accident Exposure:**

- 8.1 The Contractor is expected to comply with OSHA standards as they may apply to the Contractor's execution of the requirements of this Contract.
- 8.2 The Contractor's employee safety policies and procedures must provide for adequate protection of all employees performing duties as a part of this Contract and adequate safety of other individuals at or near the work area.
- 8.3 The Contractor shall conduct its own "frequent" and "regular" inspections at the job site for compliance with its safety program and pertinent OSHA regulations.
- 8.4 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors strictly adhere to all safety standards, rules, and OSHA regulations pertinent to the type of work being performed.
- 8.5 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors develop a safety program for work covered by the subcontract.
- 8.6 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors conduct their own "frequent" and "regular" inspections at the job site for compliance with its safety program and all pertinent OSHA regulations.

8.7 The Contractor shall include the following statement in subcontracts: "Subcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Subcontractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Subcontract. The Subcontractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Subcontract at the project site to verify compliance with the Subcontractor's safety program and all applicable safety standards, rules, and OSHA regulations. The Subcontractor and Contractor acknowledge and agree that the Contractor has no control, responsibility or authority over the Subcontractor or the Subcontractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Subcontractor's work or the performance of any work covered by this Subcontract. The Subcontractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Subcontractor's work are corrected. With regard to the Subcontractor's work or any work covered by or performed under this Subcontract, the Contractor is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected."

9 **Nondiscrimination:**

9.1 Neither the Contractor nor any sub-Contractor nor any Person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.

10 **Warranty:**

10.1 The Contractor shall warranty all workmanship and materials for up to one year after completion of the project.

10.2 Any materials, equipment, or workmanship discovered to be inferior or fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within thirty (30) days of being notified of such discovery.

11 **Documentation:**

11.1 All reports, drawings, plans, or other documents (or copies) furnished to Contractor by the Town, shall at Town's written request, be returned upon completion of the Services hereunder; provided, however, that Contractor may retain one (1) copy of all such documents. All reports, drawings, plans, or other documents produced by Contractor for the benefit of the Town shall be furnished to the Town for use in its program administration.

12 **Preaudit Required**

12.1 This contract is not executed until the preaudit process is completed according to the requirements of North Carolina General Statute 159-28.

13 **Notice:**

13.1 A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement.

13.2 Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

13.2.1 Address for notices to the Town of Garland:

Samantha Wullenwaber
Deputy Executive Director
Mid-Carolina Regional Council
6205 Raeford Rd.
Fayetteville, North Carolina 28304
Telephone: 919-632-5397

Signature

Date

13.2.2 Address for notices to Contractor:

Signature

Date

Federal Identification #

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

Town of Garland Finance Officer

Date