

# REQUEST FOR QUALIFICATIONS

For **ENGINEERING SERVICES** for  
**GAS DISTRIBUTION SYSTEM IMPROVEMENTS**

for

***GREENVILLE UTILITIES COMMISSION***  
PO Box 1847  
Greenville, North Carolina 27835-1847



***Greenville  
Utilities***

ISSUE DATE: JANUARY 4, 2017

PROPOSAL PACKAGES SHALL BE RECEIVED BY 4:00 PM (EDST) ON JANUARY 24, 2017.

## **PURPOSE OF REQUEST FOR QUALIFICATIONS**

Greenville Utilities Commission (GUC) seeks proposals from Engineering Firms to provide comprehensive engineering services including the design and preparation of plans and specifications, bidding and assistance with easement acquisition for the purpose of construction of gas distribution system improvements.

**PACKAGES SHALL BE RECEIVED BY 4:00 PM (EDST) ON JANUARY 24, 2017.** Packages shall be submitted to Cleve Haddock, CLGPO, Procurement Coordinator at (252) 551-1533 (haddocgc@guc.com). GUC reserves the right to reject any and all Proposals.

Questions regarding this Request for Proposals (RFP) should be received by or before January 13, 2017. Answers shall be communicated by January 16, 2017. All questions shall be directed to the attention of Cleve Haddock at haddocgc@guc.com.

## **PROJECT BACKGROUND**

The Project will include the design of approximately 19,000 linear feet of 8" medium-density polyethylene natural gas distribution main from GUC City Gate #5 to Memorial Drive (herein referred to as Thomas Langston Road Enhancements – GCP10094). The desire is to begin services on the Project as soon as possible with construction following soon after design services are completed.

GUC has developed the preliminary route for the gas main interconnect and extension as shown on the attached Appendix B, "Thomas Langston Road Enhancements – GCP10094".

GUC intends to engage an Engineering Firm to perform services pertinent to the Project as more fully described below and in the Scope of Work section of this Request for Proposal:

- Perform services that result in the design of a intermediate pressure distribution system with multiple distribution main interconnects. The Project includes preparation of construction plans, traffic control plans, erosion control plans and specifications; preparation and submission of required permits, including, North Carolina Department of Transportation (NCDOT) Encroachments, North Carolina Department of Environment and Natural Resources (NCDENR) and United States Army Corps of Engineers (USACOE) permits if required; coordination of meetings with GUC Gas Department personnel to finalize route(s)

and sizing of the distribution facilities; and preparation and administration of Construction Specifications and Construction Bid Documents.

- Prepare necessary easement documents and provide assistance with easement acquisition.
- All natural gas facilities designed for this Project must meet the requirements of the USDOT, Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards. The Engineer must be familiar with the above Code, must have performed work in accordance with this Regulation and be able to provide samples of previous projects.
- GUC reserves the right to modify the work scope should the Project requirements change prior to entering into contract with the Engineering Firm.

## **SCOPE OF WORK**

The **Gas Distribution System Improvement Project – Thomas Langston Road Enhancements - GCP10094** will require engineering, design, bidding and construction administration services per this Scope of Work and any attached drawings and addenda that may be issued thereto.

**PREPARATION OF CONSTRUCTION PLANS:** Engineer will provide all labor and materials required to produce construction plans for the Project in accordance with the agreed upon Specifications.

### Base Mapping

Engineer shall provide all materials and labor required to produce base maps on which the pipeline design information shall be placed. The base maps shall be produced from surveyed information. The base maps shall show geographical and manmade features and public right-of-way lines along the proposed pipeline route in sufficient detail to assist in the design of the pipeline route. Base mapping may be produced by performing field surveys or by use of aerial photogrammetry. If photogrammetry is used, Engineer shall provide supervision of the mapping process to insure that the resulting base maps conform to the Specifications. Final plans shall include plan view of route and elevation profile showing road, utility, stream and other crossings.

Engineer will provide GUC with an estimate of the quantities and cost of materials required for the project based upon final plans.

Engineer shall coordinate with GUC the routing of the gas mains within NCDOT rights-of-way and easements. Engineer shall negotiate with property owners for an agreed-upon price from GUC, procure the necessary easement and land acquisition documents and deliver those to GUC for execution.

Property research shall include verifying property ownership, identifying any existing easements, liens, or other claims, etc. Engineer shall provide surveyed plats for easement acquisition. Any easement plats that are generated by Engineer shall be stamped by a Professional Land Surveyor, licensed in the State of North Carolina.

GUC shall provide to Engineer certain gas facility design parameters, including the gas pipe diameters, all materials specifications and valve locations. Engineer should be familiar with construction practices for natural gas installations and material requirements in order to assist in the design process when called to do so by GUC.

GUC shall procure all natural gas pipe, fittings, and appurtenances for provision during construction.

#### Field Augmentation

Engineer shall provide all labor and materials to field-augment and verify base mapping accuracy, as necessary, in order to produce final base maps.

The Field Augmentation task shall include determining whether other underground utilities are present within the work area and the horizontal location of any underground utilities. Engineer shall provide detailed utility profile information for areas of the Project where this information is critical, such as road or railroad bores, directional drill locations, and congested areas. GUC may provide labor to assist in locating utilities if requested by the Engineer.

#### Details

Engineer shall produce all drawing details required for the Project including, but not limited to, standard erosion control measures, project-specific erosion control measures, traffic control, and typical standard gas pipe trench installation. Other required details include profile drawings of all road, railroad, river, stream or ditch crossings showing the proposed installation and any existing utilities in profile and other special details that are identified as being necessary during the design process.

**PERMITS:** GUC anticipates that permits will be required for the Project from various agencies. Engineer shall provide all labor and materials required to prepare and submit permit applications and required drawings. GUC believes

that required permits may include but are not limited to the following: NCDOT, USCOE, NCDEMLR. Engineer shall determine all permits required. Engineer shall represent GUC to the permitting agencies and attend any meetings required with permitting agencies on GUC's behalf.

**CONSTRUCTION SPECIFICATIONS and SPECIAL PROVISIONS:** Engineer will provide all labor and materials required to produce comprehensive Construction Specifications and Special Provisions, as required, for the Project.

**CONSTRUCTION BID DOCUMENTS AND CONTRACT PREPARATION:** The Engineer will prepare construction bid packages, including all contract front end documents to comply with North Carolina contract bidding requirements and will assist GUC with duties that may be associated with normal municipal project bidding procedures. Engineer shall facilitate execution of all construction contract documentation by GUC and Contractor.

Engineer will also provide an estimated construction cost to GUC to include all labor and materials, engineering, permitting, and other costs for use in evaluating construction bids. Engineer shall provide comprehensive bill of materials to GUC for final material procurement.

## **PROPOSAL REQUIREMENTS**

All proposals must contain, at a minimum, the information listed below. Consultants are asked not to submit advertising material in substitution for responding to below.

1. A Cover Letter.
2. Brief History of Firm.
3. Statement of Professional Qualifications: Include résumés of key staff proposed to perform consulting, surveying, and design work. One staff member should be designated as the proposed Project Manager, with supporting staff identification.
4. List of Recent Similar Projects Completed: List should include projects with similar scope proposed for this Project, and indicate which staff and consultants from the proposed team, if any, participated in the design of each project. List must also include clients' names, contact person, addresses, and telephone numbers for each project for reference.

5. List of Subconsultants: If any subconsultants are used to assist with the engineering services, list the names of the firms along with professional qualifications and recent similar projects completed.
6. Schedule of Rates: List rates charged on an hourly basis for each classification of personnel and equipment.
7. Conceptual Project Schedule: Include a conceptual project schedule from project kickoff to construction completion including, but not limited to the following milestones: survey, initial drawings, final drawings, easement/land acquisition, permits, final bid documents, bidding, award of construction contracts, and construction for the pipeline.
8. Location of Office: Geographic location of office assigned to perform work with listing of key staff who actually work at that location on a permanent basis.
9. Special Considerations: Include any special considerations, conditions, or other circumstances the engineer foresees affecting the project.
10. Responses must be double-sided and are limited to a total of 40 pages. The font size shall not be smaller than 11-point. A total of four (4) hard copies must be submitted, along with a digital copy in .pdf format.

### **SELECTION PROCESS**

- Proposals should be received no later than 4:00 PM (EDST) January 24, 2017. All firms submitting proposals must be duly licensed to practice engineering in the State of North Carolina.
- Screening of proposals by a staff committee should be completed by January 27, 2017. The staff committee will review the potential engineering firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, location of the firm and other considerations when screening proposals.
- Contract negotiations with the selected firm should conclude with contract execution on or about February 10, 2017.

## **TERMS AND CONDITIONS**

GUC reserves the right to reject all Qualifications or accept such Qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

### **CONFLICT OF INTEREST**

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

### **PROPOSER INCURRED COSTS**

All costs that may be incurred to prepare Qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

### **MINORITY BUSINESS PARTICIPATION PROGRAM**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

### **PROPOSAL WITHDRAWAL**

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

### **AFFIRMATIVE ACTION**

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped,

and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

### **MEDIATION/BINDING ARBITRATION**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating 5

in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

### **INDEMNITY PROVISION**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses,



expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

**GOVERNING LAWS**

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

**ADMINISTRATIVE CODE**

Bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

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**COMPLETE BELOW 2016 FORM(S)**

**Letter of Compliance to E-Verify for Greenville Utilities Commission**

1. I have submitted a RFQ for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_\_\_After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_\_I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFQ and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_\_\_After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_\_\_Employ less than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: \_\_\_\_\_

\_\_\_\_\_(Company Name)

By: \_\_\_\_\_(Typed Name)

\_\_\_\_\_(Authorized Signatory)

\_\_\_\_\_(Title)

\_\_\_\_\_(Date)

**Letter of Compliance to IRAN Divestment Act Certification for  
Greenville Utilities Commission**

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

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As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

It is certified that this Proposal/RFQ is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or bid bond for \$ n/a attached.

Firm Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

Typed Name

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**Your proposal should be received no later than  
January 24, 2017 at 4:00 pm (EDST).**

# APPENDIX A: DRAWING

