

**Request for Qualifications for Engineering Services**

TOWN OF WAKE FOREST, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS (RFQ)

DATED: February 8, 2013

Box A. **Title of Project** : Request for Qualifications for Engineering Services – Substation Design

Box B. **Purpose of this RFQ:**

The Town of Wake Forest is seeking qualifications from qualified engineering firms to perform design engineering services for the re-construction of John B. Cole substation for the Town's Electricity Distribution System. This project is exempt from the requirements of the Mini Brooks Act.

Box C. **Contact Person:**

Name: Mike Barton

Title: Director of Public Works

Address: 234 Friendship Chapel Road, Wake Forest, North Carolina 27587-2932

Phone number: (919) 435-9571

E-Mail: [mbarton@wakeforestnc.gov](mailto:mbarton@wakeforestnc.gov)

Box D. **Schedule of Events:**

**Proposals must be received by 2:00 p.m. on March 8, 2013**

Proposals will be opened after March 8, 2013

Selection Committee meets with Firms if needed March 18 – 22, 2013

Consultant will be selected by March 25, 2013

Contract signed by April 17, 2013

1. **PURPOSE OF RFQ.** The Town of Wake Forest is requesting qualifications from qualified persons to provide the project named in Box A above and for the purposes described in Box B above. This RFQ is intended to provide interested persons with sufficient information to prepare and submit proposals for consideration by the Town. It is the Town's intent to select the most advantageous submittal based on the evaluation criteria stated in this RFQ. The Town reserves the right to reject any and all submittals.
2. **CONTACT PERSON AND DEPARTMENT.** Firms are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFQ. Firms should request clarification if needed. Every request for information on, or clarification of, the RFQ must be submitted to the person designated in Box C above in writing or by e-mail at least ten days prior to the date set for the opening of proposals.
3. **SCHEDULE OF EVENTS.** The schedule of events listed in Box D above shall be followed for this RFQ.
4. **ADDENDA.** The provisions of this RFQ cannot be modified by oral interpretations or statements. If inquiries or comments by Firms raise issues that require clarification by the Town, or the Town decides to revise any part of this RFQ, addenda will be provided to all persons who receive the RFQ. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
5. **CONTRACT.** The Firm selected by the Town will be expected to enter into a written contract in the form attached to this RFQ. The proposal should indicate acceptance of the Town's contract provisions. If inclusion of any of the Town's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by Town will result in the disqualification of the Firm.

## **6. SUBMISSION OF PROPOSALS.**

- 6.1. In order to be considered, sealed qualification packages must be delivered to the address specified in Box C on the first page and must use the title in Box A on the first page before the time and date specified in this RFQ. Firms who mail proposals should allow extra mail delivery time to ensure timely receipt of their proposals. Proposals received after the specified time and date cannot be considered, and will be returned unopened to the Firms.
- 6.2. Two copies of the proposal shall be submitted in a sealed package or envelope and clearly identified on the exterior of the envelope or package as noted in paragraph 6.1.
- 6.3. The Town will not pay for any costs incurred by Firms in the preparation, submission and presentation of their proposal.

**6.4.** Proposals received in response to this RFQ will be opened privately after the time and date specified. Firms who wish to be informed of the number and names of other bidders may inquire the day after the opening. No other information will be made available at that time.

**7. WITHDRAWAL OF PROPOSALS.** Any proposal may be withdrawn by delivering a written request to the person named in Box C on the first page at any time prior to the time set for receiving proposals. The request shall be executed by a duly authorized representative of the bidder.

**8. CONTENT OF PROPOSALS.** Proposals shall contain sufficient information for the Town to determine which Firm will be most qualified to furnish the services that are contemplated by this RFQ. The proposal should contain at least the following information:

**8.1.** The Firm's name, address and telephone number, including state of incorporation if the bidder is a corporation.

**8.2.** Names of persons who will perform each task, including their experience in performing the type of services covered by this RFQ.

**8.3.** The listing of other utilities the individuals performing the work have serviced in performing the type of services covered by this RFQ, the range of sizes of those utilities and a brief description of the services provided.

**8.4.** The Firm's acceptance of the contract provisions proposed by the Town. Proposals should state whether certain contract provisions will increase the cost of the services.

**8.5.** Constraints that could affect the Firm's ability to perform services promptly and efficiently.

**8.6.** A list of deliverables along with the schedule of the completion dates and cost for each deliverable.

**8.7.** A cost quantity to be used after selection and as a tool in negotiation for completing the work as outlined in Attachment 1.

**8.8.** A cost quotation on an hourly basis for an ongoing engineering relationship between the Town and the Firm that will allow the Town to utilize the firm's expertise on an ongoing basis after the substation completion.

Proposals which do not contain all information required by this RFQ or are otherwise non-responsive may be rejected immediately.

**9. ADDITIONAL TERMS.**

**9.1.** The Town reserves the right to waive irregularities or deficiencies in a proposal if the Town determines that waiver is in the best interests of the Town.

**9.2.** The Town may request supplemental written information from a Firm concerning the Firm's ability to perform the services. If a Firm fails to provide supplemental information within the time stated in the request, the Town may refuse to consider the Firm's proposal.

**9.3.** The Town may request an interview with any Firm, or the top Firm's. If a proposal is unclear or appears inadequate, the Firm may be given an opportunity in the interview to explain how the proposal complies with this RFQ. Travel costs and expenses to travel to this interview will be born by the Firm.

**9.4.** The Town reserves the right to make such investigation it deems appropriate to determine whether a bidder is qualified to provide the services. If a bidder fails to cooperate with an investigation, or if a bidder provides false, misleading or incomplete information, the Town may refuse to consider the bidder's proposal.

**9.5.** In cases of doubt or differences of opinion concerning the interpretation of this RFP, the Town reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

**10. EVALUATION.** Evaluation will be accomplished by a selection committee comprising one or more Town Board Members and salient Staff Members. Firms will be short listed and may be interviewed by selection committee.

## CONSULTANT SERVICES CONTRACT

Consultant services contract made on the date specified below in Recital A between the Town and Consultant as follows:

Recitals:

A. The following information applies to this contract:

Town: Town of Wake Forest 301 S. Brooks St. Wake Forest, NC 27587 (919) 435-9400 FAX: (919) 435-9419	Consultant: Address: Telephone: FAX:
Date of this agreement:	RFQ date: February 8, 2013 Proposal due date: March 8, 2013 @ 2:00 p.m.
Contracting officer:	
Project: Request for Proposals for Engineering Services – Substation Design	
Consultant's representative:	

B. On the date noted above, Town issued a request for qualifications (RFQ) for consulting services needed by Town for the project described above. Consultant submitted a proposal in response to the RFQ on the date noted above.

C. After reviewing Consultant's proposal and proposals submitted by other bidders, the Town selected Consultant to provide the services covered by the RFQ.

Town and Consultant agree as follows:

**1. Relationship between Town and Consultant:** Consultant accepts the relationship of trust and confidence established between Consultant and Town by this contract. Consultant covenants with the Town to perform services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of consultant's caliber in the locality of the project. Consultant further covenants to cooperate with the Town, Town's representatives, contractors, and other interested parties in furthering the

interests of the Town with respect to the project. In order to promote successful completion of the project in an expeditious and economical manner, Consultant shall provide professional consulting services for the Town in all phases of the project to which this contract applies, serve as the Town's professional consulting representative for the project, and give professional consultation and advice during the term of this contract. Consultant acknowledges that the Town is relying on consultant to provide professional consulting services in a manner that is consistent with the interests of the Town.

**2. Definitions:** Generally words, terms and phrases used in this contract shall have the meaning ascribed to them in the construction industry, unless the context clearly indicates otherwise. As used in this contract:

- a. "Town" means the Town of Wake Forest, North Carolina.
- b. "Contracting officer" means the person specified in Recital A above or that person's designee.
- c. "Project" means the project described generally in Recital A and detailed in Attachment 1.
- d. "Work" or "Services" shall mean all labor, materials, plans, specifications, opinions, reports, and other consulting services and products which Consultant is required to provide under this contract.

**3. Term:** The term of this contract shall commence on the date specified in Recital A above and end on completion of all services required by this contract unless sooner terminated as provided in this contract.

**4. Authority of contracting Officer:** The contracting officer shall have the authority to act on behalf of the Town in the administration and interpretation of this contract. The contracting officer shall have complete authority to authorize services, transmit instructions, receive information, interpret and define Town's policies and make other decisions with respect to Consultant's services.

**5. Consulting Services:** Consultant shall provide services to the Town as described in the RFQ.

1. In connection with the services described in the RFQ, Consultant shall:
  1. Consult appropriate representatives of the Town to clarify and define the Town's requirements relative to the services.
  2. Review available data relative to the services.
  3. Identify data which is not available and is needed to fulfill the services, and act as the Town's representative in obtaining such data.
  4. Prepare monthly progress reports to the contracting Officer on the status of services.
  5. Cooperate with other consultants retained by the Town in the exchange of information needed for completion of the services and the project.

2. Consultant shall commence performance of services within five days after receiving written authorization from the contracting officer for work described in the RFQ. Consultant shall perform the services as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Upon request of the Town, Consultant shall submit for Town's approval, a schedule for the performance of work elements described in the RFQ. Each schedule shall include allowance for periods of time required for Town's review and approval of Consultant's services. Each schedule, approved by the Town, shall become a part of this contract.
3. Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence. Town's review, approval, acceptance of, or payment for any of the services shall not be construed to waive any of Town's rights under this contract or of any cause of action arising out of Consultant's services. In the event of any breach of this contract by Consultant or negligent performance of any of the services, Town's cause of action against Consultant shall not be deemed to accrue until Town discovers such breach or negligence, or should have with reasonable diligence, discovered such breach or negligence. The preceding sentence shall not be construed, however, to allow the Town to prosecute an action against Consultant beyond the maximum time limitation provided by North Carolina law.

**6. Assignment of Consultant's Personnel:**

1. The services covered by this contract shall be rendered by, or under the supervision of the person specified in Recital A above, who shall act as Consultant's representative in all communications and transactions with the Town.
2. Consultant will endeavor to honor reasonable specific requests of Town with regard to assignment of Consultant's employees to perform services if the requests are consistent with sound business and professional practices.

**7. Responsibilities of Town:**

1. Town will cooperate fully with Consultant to achieve the objectives of this contract.
2. Town will provide information, documents, materials and services that are within the possession or control of Town and are required by Consultant for performance of the services.
3. Town will arrange for access to, and make all provisions for Consultant to enter upon, public and private property as required for Consultant to perform the services.

4. Town will provide all permits necessary for completion of the project.
5. The contracting officer will act as liaison between Town, Consultant, public agencies, and others involved in the project.

**8. Payment:**

1. Town shall pay Consultant for services and reimburse Consultant for expenses incurred by Consultant in performance of services in accordance with a payment schedule to be submitted by Consultant and accepted by the Town. No reimbursement will be made for expenses that are not specifically itemized in this payment schedule without prior approval by the contracting officer.
2. Consultant shall submit monthly invoices to Town for Consultant's services within ten days after the end of the month covered by the invoice.
3. Total payments under this contract or any amendments shall not exceed the sum specified in Recital A above.

**9. Compliance with Law:**

1. This contract will be governed by and construed in accordance with laws of the State of North Carolina. Consultant shall promptly observe and comply with all laws, orders, regulations, rules and ordinances of federal, state, and Town governments with respect to the services including.

**10. Ownership of Documents:** All documents prepared by Consultant pursuant to this contract shall be the property of the Consultant. To the extent permitted by law, the Town shall defend, indemnify and hold harmless Consultant, its consultants, agents and employees against all damages, claims, expenses and losses arising out of any reuse of plans, specifications and other documents prepared by Consultant without prior written authorization of Consultant.

**11. Indemnification:** Consultant shall defend, indemnify and save Town, its officers, agents, and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction) of whatsoever nature arising out of or incident to the negligent performance of this contract by Consultant (including but not limited to the negligent acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses, directly and proximately caused by the negligence of the Town.

**12. Insurance:**

- a. Consultant shall, at its own expense, at all times during the term of this contract, maintain in force:
  - i. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;
  - ii. A professional errors and omissions liability policy; and
  - iii. A comprehensive automobile liability policy including owned and non-owned automobiles used on this project.
  - iv. Workers compensation and Employer's liability policy.
- b. The coverage under each liability insurance policy shall be a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.
- c. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by subsection 12.a.ii.
- d. Certificates of insurance acceptable to the Town shall be filed with the Town prior to the commencement of any work by Consultant. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage unless at least 30 days prior written notice has been given to the Town. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

**13. Default:**

- a. There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice is of such a nature that it cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- b. Notwithstanding subsection 13.a, either party may declare a default by written notice to the other party without allowing an opportunity to cure if the other party repeatedly breaches the terms of this contract.
- c. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under North Carolina law. All remedies shall be cumulative.
- d. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of North Carolina for Wake County.

**14. Termination without Cause:**

- a. In addition to the right to terminate this contract under subsection 13.c, Town may terminate by giving Consultant written notice sixty days prior to the termination date.
- b. In addition to the right to terminate this contract under subsection 13.c, Consultant may complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the services performed to date of termination.
- c. If Town terminates the contract under subsection 14.b, Consultant shall be paid for all fees earned and costs incurred prior to the termination date. Consultant shall not be entitled to be compensated for lost profits.

**15. Notices:** Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

- a. Notices to the Town shall be addressed to the contracting officer at the address provided for the Town in Recital A above.
- b. Notices to Consultant shall be addressed to the Consultant's representative at the address provided for the Consultant in Recital A above.

**16. Assignment:** Town and Consultant and the respective successors, administrators, assigns and legal representatives of each are bound by this contract to the other party and to the partners, successors, administrators, assigns and legal representatives of the other party. Consultant shall not assign or subcontract Consultant's rights or obligations under this contract without prior written consent of the Town. Except as stated in this section, nothing in this contract shall be construed to give any rights or benefits to anyone other than the Town and Consultant.

**17. Modification:** No modification of this contract shall be valid unless in writing and signed by the parties.

Consultant

TOWN OF WAKE FOREST

Name \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 1

The Town of Wake Forest is seeking proposals from qualified engineering firms to perform engineering services in the design and re-construction of John B. Cole Substation for the Town's Electrical Distribution System. The substation shall be situated on property previously obtained by the Town. The substation will involve taking a 115 kV delivery from Progress Energy; installation of a 40/56/66 MVA step-down transformer to 13.2 kV and installation of facilities for 4 outgoing circuits.

The bidder should supply a proposed cost and time schedule for each individual task. The individual tasks associated with this project are as follows:

- a. Preparation of a complete cost estimate assuming the Town will supply all labor included in the construction of the substation.
- b. Preparation of plans to route 115 kV from the Progress Energy tap to the high side of the proposed substation.
- c. Preparation of all material and equipment specifications and bid documents for bidding. Structure specifications shall include alternate specifications for steel or aluminum structures. It is the intention of the Town to receive material and equipment bids as soon after signing of contract as possible.
- d. Receive bids for all materials and equipment, evaluate bids and make award recommendations, and prepare contract documents for execution.
- e. Approval of drawings and other data submitted by manufacturers for approval.
- f. Design of all foundations and ground grid within the substation including oil containment facilities. Preparation of specifications and bid documents for installation of foundations.
- g. Project management of substation during the construction phase.
- h. Final testing of all components and commissioning of substation.
- i. Fencing specifications will be required.
- j. The feeders leaving the Station will be underground. The plumbing will be part of the foundation and grid system work that will be performed by the Town.
- k. A cable trough system will be used from Control House to various locations. Again, this will be part of the bid work as mentioned above.

The bidder should submit with the proposal resumes of individuals who are proposed to perform the tasks associated with this proposal stating the experience and qualifications of these individuals on similar projects. The bidder should also give an overview of the firm, and information about other services offered and billing rates should the Town choose to contract with the bidder on an ongoing basis in the future for professional engineering services.