

Town of Cary

REQUEST for LETTERS of INTEREST (RFLOI)

Construction Engineering and Inspection (CEI) Services

**TITLE: BL-0037, C5604ID, BL-0036, EB-5894, BL-0024 & U-6227
Construction Engineering and Inspection (CEI) Services**

ISSUE DATE: November 8, 2022

SUBMITTAL DEADLINE: December 15, 2022

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 the following Projects:

Project	TIP #	CON	Utility	ROW	Funding
Crabtree Creek Greenway-Weston	BL-0037	49877.3.1			CMAQ
Higgins Greenway Phase III	C-5604ID	43714.3.16		437114.2.16	CMAQ
Crabtree Creek Greenway - Bond Park to High House Road	BL-0036	49876.3.1			CMAQ
*Black Creek Greenway	EB-5894	47291.3.1			TAP & CMAQ
*Cary Pkwy Sidewalk	BL-0024	49608.3.1	49608.2.2	49608.2.1	STBG-DA
Carpenter Fire Station Road Widening	U-6227	48814.3.1		48814.2.1	STBG-DA

*Combined Bid Package

Additional Project specific details are summarized below:

Crabtree Creek Greenway – Weston includes construction of a 1,200 ft section of 10' wide greenway between the MetLife and NCBAR Association properties from the existing Crabtree greenway to the Weston HOA trail system on the southside of Weston Parkway. The project includes a 140' long 14' diameter circular tunnel with liner plates under Weston Parkway. On each end the of the tunnel, concrete footings and retaining walls will be installed. This project also includes storm drainage, decorative metal fencing, retaining wall pattern form liners, aesthetic lighting and tile inside the tunnel, Town of Cary 12" waterline and 16" reclaimed waterline adjustments in the Weston Parkway right of way and landscaping. Construction is anticipated to begin in Summer of 2023.

Higgins Greenway Phase III will start where the greenway currently ends at Union Street and extend east for approximately 3,085' to Kildare Farm Road. The greenway will run along a mostly wooded corridor next to residential developments, Hillcrest Cemetery, and through the property of two churches. Construction is anticipated to begin in Summer of 2023.

Crabtree Creek Greenway – Bond Park to High House Road will start from the existing trail system in Bond Park and head north to an existing grade separated crossing of Cary Parkway, then adjacent to the Preston soccer fields, and finally connecting to High House Road and a proposed street-side trail. The length of this project is approximately 2,500 linear feet. Construction is anticipated to begin in Spring of 2024.

The **Black Creek Greenway** and **Cary Pkwy Sidewalk** will be combined into one bid package but have separate funding sources and require separate quantities and payment for work items. The **Black Creek Greenway** project will realign the 2.5-mile section of the greenway between Old Reedy Creek Road and West Dynasty Drive and add a new quarter mile section (Phase 5) to one of Cary's oldest greenways. The primary trail will be widened to 12' and upgraded to meet current greenway standards and improving trail drainage. The **Cary Parkway Sidewalk** is adjacent to North Cary Park and will complete a 650' sidewalk gap along NW Cary Parkway where the roadway crosses over Black Creek Greenway. Completing this connection includes installation of a 285' long (3 span) prefabricated

pedestrian bridge that has a 10' wide concrete walking surface and crosses the Black Creek Greenway that is approximately 50' below. The foundation includes HP 12x53 steel piles at the end bents, micropiles in the two center bents and a reinforced concrete substructure. This project also includes retaining walls, storm drainage, decorative metal fencing and bridge paneling, aesthetic lighting, and landscaping. Construction is anticipated to begin in Summer of 2023.

Carpenter Fire Station Road (1624) project is from NC 55 Highway to Cameron Pond Drive and includes widening the road to a four lane, median divided thoroughfare, which will include a 5' sidewalk on the north side of the road, as well as a 10' street-side trail on the south side. The project will also include overhead utility relocation between Cameron Pond Drive and Howard Road as well as underground utility relocation between east of Howard Road to NC-55. Utility relocation is expected to begin spring 2023 while construction of the project is anticipated to begin in summer 2023.

Separate firm(s) may be selected for each project noted above and separate records will need to be kept for each project. The selected firm(s) will report directly to Cary, administer the construction contract, and ensure that all work is performed in accordance with the contract requirements.

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, December 15, 2022. The address for electronic deliveries is kyle.hubert@townofcary.org. 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 (Cary)** is soliciting proposals for the services of a firm(s)/team(s) for the following contract scope of work:

Cary in coordination with North Carolina Department of Transportation, is issuing this RFLOI for five projects. The Black Creek Greenway and NW Cary Parkway Sidewalk will be let as one contract but have separate funding sources. The other four projects also have separate funding sources as show below but are planned to be bid separately. All projects are planned to be bid in the next 12 months. We are seeking at a minimum one firm/team for up to all five projects or one firm/team for each project or a combination.

Project	TIP #	CON	Utility	ROW	Funding
Crabtree Creek Greenway-Weston	BL-0037	49877.3.1			CMAQ
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Carpenter Fire Station Road Widening	U-6227	48814.3.1		48814.2.1	STBG-DA

*Combined Bid Package

The desired services include Construction Engineering and Inspection (CEI) and Construction Contract Administration for each entire project as described above. Tasks to be performed include, but are not necessarily limited to:

- Ensure all work performed by the contractor meets the requirements of the plans, specs, contract, NCDOT 2018 Standard Specifications for Roadways and Structures, and the NCDOT Construction Manual
- The chosen CEI firm will perform all required work for project oversight to ensure that the project meets all the requirements of plans, specs, contract, NCDOT 2018 Standard Specifications for Roadways and Structures, and the NCDOT Construction Manual to include but not limited to the following items listed below:
 - Producing an Inspector's Daily Report giving a detailed account of all activities
 - General project oversight.
 - Required Materials testing
 - Maintaining a Project Diary with Inspector's Daily Reports and other required information
 - Maintaining Pay Records
 - Attend preconstruction conference and assist Town staff in ensuring proper execution of all contract documents.
 - Ensuring safety compliance from the Contractor
 - Reviewing and verifying contractor pay applications
 - Maintaining written correspondence with the Contractor
 - Schedule and conduct monthly progress meetings as necessary

- Completing and maintaining minutes of all project monthly 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 Town 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 Town of any and all complaints by Contractor/Subcontractor employees related to payment or employment classification; and coordinating with the Town 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 Town
- 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 Town in investigating 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
- As needed, working with the Town to keep in communication with appropriate staff from the NCDOT regarding project progress
- Submitting original project materials records to the NCDOT Materials and Tests Unit as necessary
- 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 Town 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 Town and NCDOT relating to the tasks listed above or other matters pertinent to the CEI services

- Communicating a coordinating as needed with Cary Utilities for associated water and sewer work and/or issues.
- The preparation and assembly of the final estimate
- Assist the Town in the preparation of final closeout with NCDOT

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:

- 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.
- 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.
- 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.
- Primary.* DESIGNER's insurance coverage shall be primary for any claims related to this agreement.
- 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.

PROPOSED CONTRACT TIME: Each project will vary most likely between 12 – 24 months with the exception of the Cary Parkway Sidewalk and Black Creek Greenway combined project that is anticipated to take 40 months.

PROPOSED CONTRACT PAYMENT TYPE: COST-PLUS

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.

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, project(s), 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](#)

APPENDIX I - Special Provisions: Federal Contracting Requirements

APPENDIX II - Certification of Regarding Lobbying (Submit with Qualifications)

All submissions, correspondence, and questions concerning this RFLOI should be directed to kyle.hubert@townofcary.org.

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 **November 29, 2022**. The last addendum will be issued no later than **December 6, 2022**.

SUBMISSION SCHEDULE AND KEY DATES

RFLOI Release – **November 8, 2022**

Deadline for Questions – **November 29, 2022**

Issue Final Addendum – **December 6, 2022**

Deadline for LOI Submission – **December 15, 2022**

Shortlist Announced * - **January 13, 2023**

Interviews - the week of **January 23, 2023**

Firm Selection and Notification ** - **February 6, 2023**

Anticipated Notice to Proceed – **See Project Details Above**

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

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

APPENDIX I

Special Provisions: Federal Contracting Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-Firms, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Firm, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Firm acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Firm's actions pertaining to this contract.

Access to Records

Record Retention. The Firm will retain, and will require its subFirms of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Firm agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Firm shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract,

in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Firm agrees to provide sufficient access to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Firm agrees to permit access to the sites of performance under this contract as reasonably may be required.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Firm's failure to do so shall constitute a material breach of the contract.

Equal Opportunity

The Firm is an Equal Opportunity Employer. As such, the Firm agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Firm agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Firm shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. The Firm agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq. the Firm agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Firm agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Firm agrees to refrain from discrimination against present and prospective employees for reason of age.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., the Firm agrees that it will not discriminate against individuals on the basis of disability.

Termination for Convenience (General Provision)

The Town may terminate this contract, in whole or in part, at any time by written notice to the Firm when it is in the Government's best interest. The Firm shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Firm shall promptly submit its termination claim to the Town to be paid the Firm. If the Firm has any property in its possession belonging to the Town, the Firm will account for the same, and dispose of it in the manner the Town directs.

Termination for Default [Breach or Cause] (General Provision)

If the Firm does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Firm fails to perform in the manner called for in the contract, or if the Firm fails to comply with any other provisions of the contract, the Town may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Firm setting forth the manner in which the Firm is in default. The Firm will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Town that the Firm had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Firm, the Town, after setting up a new delivery of performance schedule, may allow the Firm to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The Town in its sole discretion may, in the case of a termination for breach or default, allow the Firm ten (10) calendar days in which to cure the defect. In such case, the

notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Firm fails to remedy to the Town's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Firm of written notice from the Town setting forth the nature of said breach or default, the Town shall have the right to terminate the Contract without any further obligation to Firm. Any such termination for default shall not in any way operate to preclude the Town from also pursuing all available remedies against Firm and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the Town elects to waive its remedies for any breach by Firm of any covenant, term or condition of this Contract, such waiver by the Town shall not limit the Town's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Procurement of Recovered Materials

The Firm agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Town of Greenville (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Clean Air Act

- (1) The Firm agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Firm agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required.
- (2) The Firm also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Firm is required to verify that none of the Firm, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Firm is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Town. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. **See APPENDIX II.**

Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Energy Conservation

The Firm agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

APPENDIX II

Certification of Regarding Lobbying (Submit with Qualifications)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(S)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Firm’s Authorized Official

_____ Name and Title of Firm’s Authorized Official

_____ Date