



Town of Zebulon Public Works Department

450 E. Horton St.
Zebulon, NC 27597
(919) 269-5285

REQUEST FOR LETTERS OF INTEREST (RFLOI)

**West Horton Storm Drainage Improvements – Planning, Survey, Engineering Design, Permitting, Easement Acquisition, Construction Administration and Engineering Inspection, and Materials Testing Services
American Rescue Plan Act of 2021 Project
February 3, 2023**

TITLE: Request for letters of interest for Planning, Survey, Engineering Design, Permitting, Easement Acquisition, Construction Administration & Engineering Inspection, and Materials Testing services – Stormwater Improvements

ISSUE DATE: February 3rd, 2023

DUE DATE: March 2nd, 2023 by 5:00 pm

ISSUING AGENCY: Town of Zebulon Public Works Department

SYNOPSIS

This contract will be funded with ARPA grant funding through the State of North Carolina (hereinafter referred to as the State). The solicitation, selection and negotiation of a contract shall be conducted in accordance with all the Federal Uniform Guidance Requirements and guidelines consistent with 2 CFR Part 200. Sub-consultants are permitted under this contract.

The primary and/or sub consultant firm(s) shall be pre-qualified by the State of North Carolina Department of Transportation to perform ALL work codes listed below for the Town of Zebulon (hereinafter referred to as the Town). All firms must provide documentation that their firm can provide all required services. Work Codes required are:

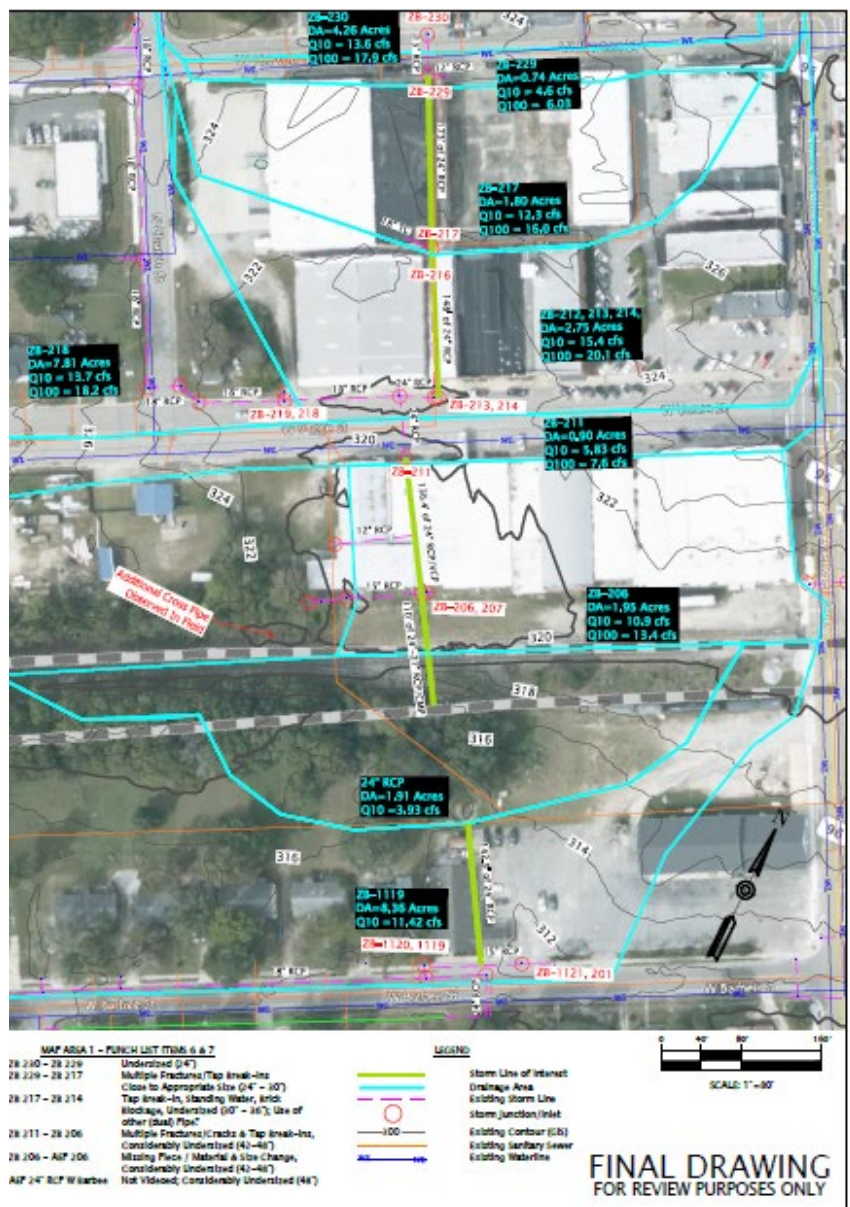
- 00269 – Urban Roadway Design
- 00132 – Landscape and Streetscape Design
- 00341 – Roadway Lighting
- 00235 – Subsurface Utility Engineering
- 00360 – Topographic Surveying
- 00361 – Boundary Surveys
- 00362 – Easement Surveys
- 00433 – Tier 1 Basic Hydrologic and Hydraulic Design
- 00276 – Visualization
- 00155 – Pavement Marking Plans
- 00294 – Roadway Foundation Investigation and Design
- 00152 – Pavement Design
- 00194 – Right-of Way Negotiators
- 00192 – Right-of-way appraisers
- 00195 – Roadway Construction Engineering & Inspection
- 00233 – Structures Construction Engineering & Inspection
- 00070 – Erosion and sedimentation control design
- 00173 – Public Water Distribution
- 00203 – Sanitary Sewer Collection
- 00270 – Utility Coordination

**Note: Certain additional services may be required which are not expressly included in the work codes set forth above.*

West Horton Stormwater (ARPA Project) – RFLOI

The drainage areas were evaluated based upon four criteria: proximity to a structure, pipe conditions, pipe sizing, and public perception. The Zebulon Board of Commissioners agreed with recommendations from staff and the consulting engineer that Drainage Area 1 (DA-1) West Horton Street was the top priority.

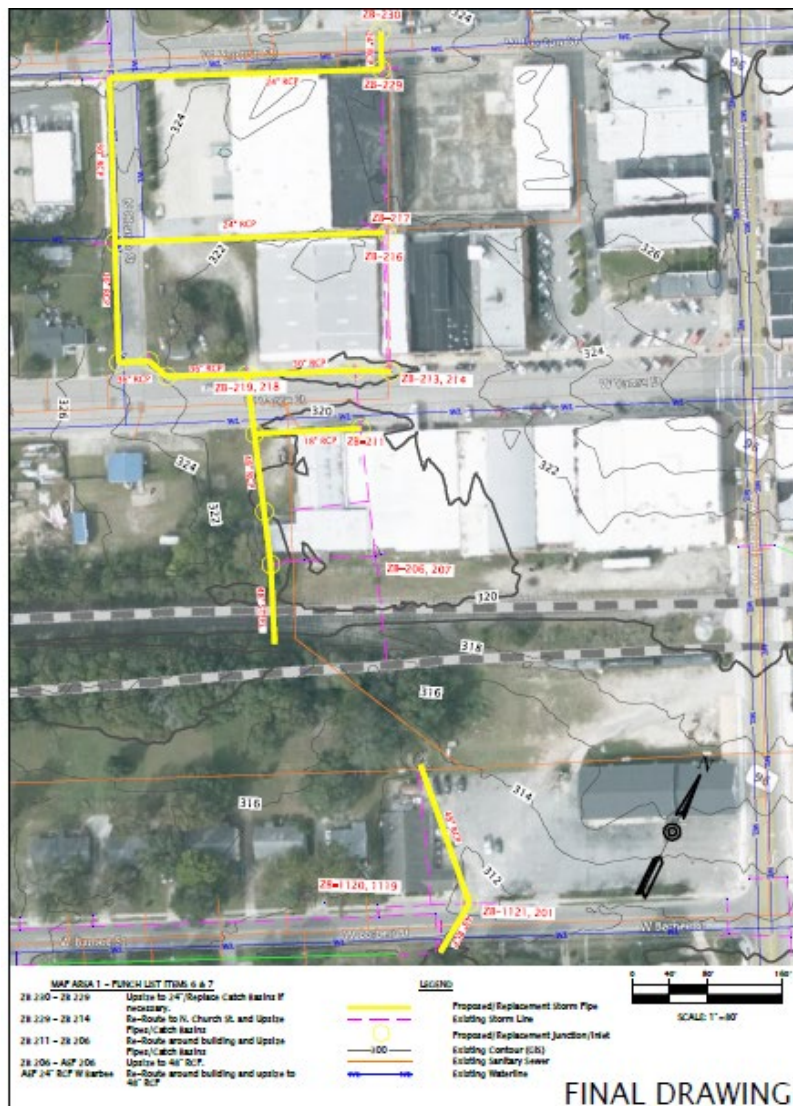
DA-1 is bounded by West Horton Street (north), West Barbee Street. (south), North Arendell Ave. (east), and North Church Street (west). Generally, the drainage in this area flows to the middle of the block from N. Arendell Ave. and N. Church St. and from North to South. This is an urbanized area, with a high percentage of impervious ground cover (buildings, roads, and sidewalks). A large section of the piped drainage system runs under an existing warehouse off West Horton Street, then through an open building alley to Vance Street, then under another warehouse (part of the Whitley Galleries complex), and ultimately crosses underneath the Carolina Coastal Railroad towards West Barbee Street. (See green line on map.)



Recommended improvements include the following:

- Upsizing the 15” RCP from ZB-230 to ZB-229 on W. Horton St. to a 24” RCP.
- Reroute the drainage system to N. Church Street around the existing warehouses along W. Horton St. and upsize the pipes to 30” and 36” RCP, respectively.
- The existing catch basins along N. Church St. will likely need to be replaced/upsized.
- Reroute the drainage system to the west side of the Whitley Galleries Complex from ZB-219 through ZB-206 and upsize the drainage pipes to 48” RCP.
- Bore and Jack a 48” Steel Pipe (required by Coastal Carolina Railway specifications) beneath the railroad tracks.
- Upsize the downstream pipes along W. Barbee St. to 48” RCP and reroute around existing business.

See conditional assessment report (attachment #1) for additional data. A 40'-foot stormwater easement at Whitley Galleries has been secured and recorded for this project (BM2022 – Page 02168). Additional easements will be needed.



The Town of Zebulon has applied for an additional grant from the North Carolina Department of Environmental Quality, Division of Water Infrastructure, under the Local Assistance for Stormwater Infrastructure Investment (LASII) program. Grant funding will be announced in February of 2023.

If successful, the LASII grant funds will upgrade the West Horton Street projects with environmental features including bioswales/silva cells along West Church Street, a 900-square-foot biorientation cell or constructed wetland at 135 West Vance Street (Town-owned alley), and the addition of 15,000 square feet of permeable pavement at 100 West Barbee Street, currently asphalt parking spaces next to Harris Funeral Home.

If the LASII grant is received, the Town could potentially select two separate firms. One firm would lead the West Horton Street Project, and the second PEF would design the DA-3 (West Sycamore and North Arendell Ave project), the Town's second priority project.

The PEF will be responsible for providing engineers, surveyors, technicians, or other professionals with the appropriate skills and qualifications for the design, permitting, easement acquisition, and construction of the project, ensuring grant compliance. The PEF will be responsible for performing hydrology and hydraulic modeling, stormwater drainage system design, potentially rehabilitation, alternative analysis with recommendations, SCM design, channel stabilization with construction documents to include plans, technical specifications, and bidding and cost estimation consistent with the federal uniform guidance requirements.

If the LASII grant is awarded, the consultant may need to provide visualization tools of potential bioswales, constructed wetlands, or other proposed environmental features for presentations to the Board of Commissioners or citizen groups.

Upon successful award of the project, the PEF will be directly responsible for oversight of the Town project which the scope of such oversight to include, without limitation, construction engineering inspections, detailed project reports, routine communication with Town staff regarding project construction status, and preparation and submittal of all necessary documentation required for concurrence from the state for the cost of the project.

The PEF shall indemnify and save harmless the town for claims and liabilities resulting from the willful misconduct, negligence, or other errors or omissions of the PEF, including, but not limited to, the engineers, technicians, or sub-consultants.

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 that 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 will be required to maintain and at its sole expense at all times during the life of the contract the following coverage and limits:

General Requirements

The Consultant shall purchase and maintain and shall cause each of his Consultants to purchase and maintain, during the period of performance of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Consultant's employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including 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 Consultant or his agents, consultants and employees.

The minimum insurance rating for any company insuring the Consultant shall be Best A.

Limits of Coverage

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 Each Occurrence \$2,000,000 Aggregate
• Automobile Liability Combined Single Limit	\$500,000
• Professional Liability	\$100,000 Each Occurrence \$300,000 Aggregate

All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the Town as an additional insured party. Evidence of such insurance shall be furnished to the Town; together with evidence that each policy provides that, the Town shall receive prior written notice of any cancellation, non-renewal or reduction of coverage.

Indemnity

The Consultant agrees to indemnify and hold harmless the Town from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the Town. It is the intent of this provision to require the Consultant to indemnify the Town fully as permitted under North Carolina law.

Certificate of such insurance with the Town listed as additional insured will be furnished to the Town of Zebulon Public Works Director and shall contain the provision that the Town be given 30 days written notice of any intent to amend or terminate by the consultant or the insuring company.

The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

Special Conditions: Federal 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. 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 subcontractors, 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.

SCOPE OF WORK

The Town of Zebulon intends to invest \$1.885 million of American Rescue Plan Act funds in stormwater improvements in the downtown core and is soliciting proposals for the services of a firm or team for the following scope of work. The selected PEF will be required to fully administer the contract and to ensure that all work is performed in accordance with the Town, Federal, State, and County requirements, as well as all applicable State and Federal Highway Administration (FHWA) contract requirements.

Below are some of the tasks to be completed by the PEF:

- Surveying – easements (meets, bounds, legal descriptions), topography, and significant trees
- Easement acquisition
- Field investigation
- Permitting – USACE 404, DEQ 401, US Army Corp of Engineers, CORPUD, FEMA
- Environmental planning and mitigation credit transfers
- Roadway design – local and NCDOT (encroachment agreements)
- Landscape design
- SUE
- Utility coordination – PSNC, CORPUD, Duke Energy, AT&T, etc.
- Grading and drainage design to include cross sections and profiles
- Utility design and abandonment
- Erosion control design and permitting
- Geotechnical
- Visual tools – graphics for public, staff, and commissioners
- Coordination meetings
- Project reviews at 25%, 65%, 90%, and 100%
- Project cost estimates at 65%, 90%, and 100%
- Bidding – Uniform Guidance requirements
- Periodic on-site construction observation for engineers
- Inspector daily reports and photos
- Project dairies
- Proof rolling daily reports
- Engineer's weekly summary
- Biweekly or monthly progress meetings (frequency to be determined)
- Review of pay record books – concurrence of payment
- Certification of payrolls with each pay application
- Maintain testing logs
- Conduct asphalt and concrete testing
- Materials received and ticket book
- Assistance with RFI's
- Review and approval of SAF (subcontractor forms)
- Review of request for additional classification and rate
- Review and approval of trucking plans
- Review and approval of DBE/WBE/MBE replacements, if necessary

- Review and approval of submittals, shop drawings and samples
- Review and approval of construction schedules and narrative
- Review and approval of substitutes
- Review of and submittal to NCDOT of supplemental agreements
- Conduct Davis-Bacon wage interviews
- Project board inspections
- Coordination between Town, Contractor, and grant agencies
- Coordination of periodic grant agency reviews and site visits
- Project close-out

PROPOSED CONTRACT TIME: 2 Years/TBD

All funds must be expended, and therefore all work performed and completed, by December 31, 2026. Time is of the essence with this contract. PEF must be able to start immediately.

- A. **PROPOSED CONTRACT PAYMENT TYPE:** The proposed method of payment for this contract is “COST-PLUS” for CEI and Lump Sum for Design. Payments will be made on a monthly basis for work completed during the month upon submission of an invoice, approval by the Town, and if accompanied by proper supporting documentation (including project progress report). The selected firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SUBMITTAL REQUIREMENTS

All LOIs are limited to **ten (10) pages front and back (20 pages of information)**, inclusive of the cover sheet, and shall be typed single-spaced on 8.5” x 11” sheets. LOIs containing more than ten (10) pages will not be considered.

One (1) USB drive and five (5) hard copies of the LOI should be submitted.

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.

TITLE VI NONDISCRIMINATION NOTIFICATION

The Town, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a 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 Town 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 local contracts. SPSF participation is encouraged but not required for award.

The SPSF must be qualified with the State of North Carolina to perform the work for which they are listed.

Disadvantaged Business Enterprise (DBE)

Even though specific Disadvantaged Business Enterprise (DBE) goals are not required for the projects contemplated by this RFLOI, the Town is committed to providing opportunities for small and disadvantaged businesses to perform on its contracts through established Town goals.

The Firm, subconsultant, and any sub-firm shall not discriminate on the basis of race, religion, color, national origin, age, disability, or sex in the performance of this contract.

Minority and Women Business Enterprises (MWBEs)

Minority and Women Business Enterprises (MWBEs) consist of business firms that are at least fifty-one percent owned and operated by an individual or individuals who is/are a minority or a woman, or who has a disability.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the Town of Zebulon MWBE Plan, along with Resolution 2009-04, the Town invites and encourages participation in this procurement process by businesses owned by minorities, women, and disabled persons. This includes utilizing subcontractors to perform the required functions in this solicitation.

SELECTION PROCESS

The selection process has been structured to ensure that consultants are selected in a fair and uniform manner and those selected for work are qualified and experienced in such projects. It is also intended to ensure that every qualified design consultant has the opportunity to be considered for providing professional services for the Project. The selection process will involve three stages:

Stage One: Qualifications and Design Proposal

The initial phase has commenced with the establishment of a Selection Committee and its members approved by the Town Manager. A Request for Letters of Interest package is being advertised in the News and Observer, and packages will be mailed to firms who have previously expressed interest

in being considered for providing design services for this type of project. Upon receipt of the completed packages from respondents, Selection Committee members will review and select for further consideration (“short-list”) those firms which appear to be most qualified to provide services for the Project.

Stage Two: Interviews

Separate interview sessions will be scheduled with three “short-listed” firms to permit Selection Committee members to further evaluate each firm’s qualifications and proposal. Promptly after the interviews, the Selection Committee will make their selection and forward a written recommendation to the Town Manager for approval.

Stage Three: Contract Negotiations

Following the Town Manager’s approval, the Zebulon Public Works Director will begin negotiations of specific contract terms, conditions, and fees. In the event negotiations prove unsuccessful with the first firm, the Town Manager will collaborate with the Selection Committee and the Public Works Director on selection of another firm with which to begin negotiations.

Stage Four: Contract Approval by Board of Commissioners

Upon concurrence of contract language and contract amount, the Public Works Director and Town Manager will recommend contract approval and award at a regular business meeting of the Board of Commissioners.

SELECTION CRITERIA

All 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 the following:

1. Specialized or appropriate expertise in the type of project
2. Organizational chart and expertise/qualifications of staff and team members.
3. Experience and past performance on similar projects
4. Proposed design approach and innovative design solutions for projects of this type
5. Project quality control plan, including recent experience with cost control, change orders, and maintaining design and construction schedules
6. Current workload of firm’s personnel
7. Record of successfully completed projects without major legal or technical problems
8. Compliance with format requirements
9. MBE utilization
10. Other factors that may be appropriate

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

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The LOI should be addressed to:

Town of Zebulon Public Works Department
Attn: **Chris D. Ray, Public Works Director**
450 East Horton Street
Zebulon, North Carolina, 27597

The Letter of Interest 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:

Division 1 – **Letter of Interest/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:

1. Expression of firm's interest in the work and unique advantage your firm or team bring to the project and the Town of Zebulon.
2. Acknowledgement of any RFLOI addenda
3. Identity if the firm or team member is MBE/DBE/WBE/HUB
4. Statement regarding firm's/team's possible conflicts of interest for the work; and
5. A brief history of firm and primary contact name, email address, and phone number

Division 2 – **Project Organization and Consultant experience:**

This chapter should elaborate on the general information presented in the introduction and establish the credentials and experience of the consultant team by identifying recent, similar projects that the firm acting as the prime contractor has conducted and which demonstrate its ability to conduct and manage the project. Projects must have been completed within last five years, and they should demonstrate the firm's ability to perform similar work with small municipalities and similar complexities. If the team includes sub consultants, provide corresponding projects and information describing their qualifications.

For each project, the following must be included:

1. Provide a synopsis of each project.
2. Initial project budget and final project cost
3. Timeframe/ project start and completion dates
4. Name and contact information for owners' representative having knowledge of the firm's work
5. Principals and key staff and their assigned roles

Division 3 – **Consultant Team Experience, Firm Capacity, and Workload**

1. Provide an organizational chart which clearly identifies the key members of the project team (both prime and sub-consultants), the relationships between the firms, and the names of specific staff proposed for this project, including titles. Provide clearly delineated roles and

- responsibilities of various team members. For each person, identify their specialty, level of expertise, education, and direct work experiences.
2. Clearly identify the Project Manager for each discipline and describe how the project will be managed. Please describe how quality will be controlled and ensured across all disciplines.
 3. Describe the firm's/team's capacity to perform the project work in terms of staff availability and workload.
 4. Provide a breakdown of the tasks to be assigned to each team member.

Division 4 – **Technical/Design Approach:**

1. The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches. Please do not submit work samples.
2. Describe any support needed from Town staff.
3. Explain why you believe your firm is the most qualified to provide the requested services for this project.
4. Explain how your team will control project costs during the design and construction phases to ensure the project budget is not exceeded.
5. Provide an explanation of how your firm determines project schedules and what methods your firm uses to ensure the schedule is met. IF a contract is awarded, the selected firm must be able to begin work immediately and move promptly toward completing the work.

***Note:** If a project team or sub-consultant encounters personnel changes, or any other changes of significance, the Town should be notified immediately.

APPENDIX:

ATTACHMENT A: ***CERTIFICATION REGARDING LOBBYING (Submit with Proposal) – doesn't count toward page count.***

All submissions, correspondence, and questions concerning this RFLOI should be directed to:

Chris D. Ray, Public Works Director at cray@townofzebulon.org.

The Letter of Interest itself must be submitted BY MAIL or HAND-DELIVERY.

Questions may be submitted electronically only to the contact referenced 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 contact listed above to be placed on a public correspondence list to ensure receipt of future updates regarding (a) the RFLOI, or (b) other project information conveyed by the Town.

Questions must be submitted no later than **5:00 PM EDT, February 12th, 2023.**

The last addendum will be issued no later than **5:00 PM EDT, February 17th, 2023.**

SUBMISSION SCHEDULE AND KEY DATES

Task/Activity	Completion Date*
RFLOI published and distributed to firms (hard copies mailed)	February 2, 2023
Deadline for consultant questions	February 12, 2023
Last addendum issued	February 17, 2023
Submission deadline for LOI package	March 2, 2023
Selection Committee meeting to determine short list firms	March 15, 2023
Selection Committee presentations/interviews	March 23, 2023
Selection Committee recommendation to Manager	March 24, 2023
Complete negotiation for professional services contract	April 14, 2023
BOC approval of contract recommendation/NTP	May 1, 2023
Kick-off meeting with Consultant	May 11, 2023 (approx.)

Time is of the essence. LOIs received after the LOI Deadline set forth above *will not* be considered.

GENERAL COMMENTS

- A. **ACCEPTANCE/REJECTION OF SUBMITTALS:** The Town reserves the right to accept or reject any or all submittals completely or in part, with or without cause; to waive technicalities; or to accept submittals or portions thereof, which, in the Town’s judgment, best serve the interests of the Town.

The Town reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the “Proposed Contract Time” which results from this RFLOI.

- B. **COLLUSION:** The consultant, by submitting a Letter of Interest or LOI, declares that the submission is made without any previous understanding, agreement, or connections with any persons, consultants, or corporations making a competing submission, and that it is in all respects fair and in good faith without any outside control, collusion, or fraud.
- C. **CONSIDERATION OF SUBMITTALS:** Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFLOI. The firm must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the Town. The Town reserves the right to inspect the facilities and organization or to take any other action necessary to determine the consultant’s ability to perform in accordance with specifications, terms, and conditions before recommending any award.
- D. **MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE:** It shall be the practice of the Town to provide minority-owned, women-owned, and small business enterprises, as well as other responsible vendors with a fair and reasonable opportunity to participate in Town business opportunities, including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. Town policy

prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town to conduct its contracting and procurement programs to prevent such discrimination and to resolve all claims of such discrimination.

- E. **COMMUNICATION:** Respondents are advised to refrain from contact with Town Selection Committee members. Any specific questions regarding the RFLOI should be directed to Chris D. Ray, Public Works Director at cray@townofzebulon.org.
- F. **NOTIFICATION:** The short-listed firms will be notified by email. Other firms will also be notified that they have not been selected for interviews. In-person interviews with the short-listed firms will then be scheduled and conducted. Official notification of firm selection shall be announced once the Town Manager has reviewed the Selection Committee's preferred firm and authorized the Town's selection of said firm. The firm selected will be notified by phone and email. Email notification will be sent to firms not selected. The Town reserves the right to reject all Letters of Interest.
- G. **RESOURCES:**
 - Town of Zebulon Drainage Study 4.11.22:**
<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:2c369527-6a3a-3256-a8c1-dfe4c949592f>
- H. **COMPLIANCE:** All work shall comply with all Local, State, and Federal codes.
- I. **E-VERIFY:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- J. **IRAN DIVESTMENT ACT:** By submitting an LOI, the Contractor is confirming that their firm and all sub contractors are not on the Final Divestment List, in accordance with the Iran Divestment Act, before being awarded a contract. The Town is prohibited to contract with any company that is on the NC State Treasurer's Final Divestment List.
- K. **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.

- L. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**: The Town of Zebulon will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination based on a disability. The Town will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Zebulon programs will be available in the most integrated setting for everyone. If any accommodations are necessary for participation in any program or service, participants are encouraged to notify Town staff. All work shall comply with the Americans with Disability Act along with Chapter 11 of the 2009 NC Building Code and the 2003 edition of ICC/ANSI A117.1
- M. **COST**: Any cost incurred by respondents in preparing or submitting a LOI for the Project shall be the respondents' sole responsibility.
- N. **OWNERSHIP**: All responses, inquiries or correspondence relating to this Request for Letters of Interest will become the property of Town of Zebulon when received.
- O. **ADDITIONAL INFO**: The Town of Zebulon reserves the right to request additional information or clarification of information provided in the response without changing the terms of the Request for Letters of Interest.
- P. **PUBLIC RECORD**: In general, documents that are submitted as part of the response to this Request for Letters of Interest will become public records and will be subject to public disclosure. North Carolina General Statutes Sections 132-1.2 and 66.152 provide a method for protecting some documents from public disclosure. If a consultant firm follows the procedures prescribed by those statutes and designates the document "confidential" or "trade secret," the Town of Zebulon will withhold the documents from public disclosure to the extent that it is entitled or required to do so by applicable law.

END OF REQUEST FOR LETTERS OF INTEREST

ATTACHMENT A:

CERTIFICATION REGARDING LOBBYING (Submit with Proposal) Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] 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 for 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 of any Federal loan, the entering into of 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 contacts 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)(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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official

_____ Name and Title of Contractors Authorized official

_____ Date