



Finance
Purchasing Division
320 Chestnut Street, 2nd Floor
Post Office Box 1810
Wilmington, NC 28402-1810



910 341-7830
910 341-7842 fax
wilmingtonnc.gov
Dial 711 TTY/Voice

March 18, 2009

NOTICE

Upon receiving this proposal by internet, email julia.vosnock@wilmingtonnc.gov to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

RE: Request for Proposal (RFP)
RFP No: S6-0309
GIS/GPS Mapping of Stormwater Infrastructure

Dear Sir:

The above referenced Request for Proposal (RFP) will provide your firm(s) with sufficient information to enable you to prepare and submit a proposal for services related to the above referenced project. If you wish to submit a proposal you may download the document from the City WEB site at www.wilmingtonnc.gov or contact my office.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the consultant. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a statement shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your proposal to be considered responsive, it must include:

- A list of personnel including outside consultants, assigned to the project along with resumes.
- A list of similar projects performed in the past including the client, negotiated fee and final fee paid.
- A list of current similar projects.
- A description of your general understanding of the project
- A clear and concise response stating why you feel that you are the most qualified firm(s) to perform this work, and any other information which may be helpful to the Committee evaluating the proposal. The final fee for services listed herein may be negotiated with the selected firm(s).

A committee will review the proposal and may select the most qualified firm(s) for an interview. After the most qualified firm(s) is determined by the City, the staff may enter into negotiations with the most qualified firm(s) to better define the final scope of work and finalize the fee. If for any reason, the City and the selected firm(s) cannot agree on a scope and fee, the City will enter into negotiations with the next most qualified firm(s).

Six (6) copies of your Proposal must be submitted to the Purchasing Manager P. O. Box 1810, 320 Chestnut Street, Wilmington, N. C. 28402 no later than 3:00 p.m., Thursday, April 16, 2009, in order for it to be considered. Proposals will be twenty-five (25) pages or less.

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the consultant shall make a good faith effort to identify and hire minority subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

Questions concerning the scope of work for this study should be addressed to Mr. Matt Hayes, Stormwater Services GIS Manager, at (910) 341-5887.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this work.

Sincerely,

Daryle L. Parker
Purchasing Manager

DLP:

Enclosure

Cc: Dave Mayes, Stormwater Services Manager
Matt Hayes, Stormwater Services GIS Manager

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN
THE CITY OF WILMINGTON, NORTH CAROLINA
AND

THIS AGREEMENT, made this the ____ day of _____, 2009, by and between the CITY OF WILMINGTON, NORTH CAROLINA (hereinafter called "CITY"), a municipal Corporation located in New Hanover County, North Carolina; and 1. a corporation organized under the laws of the State of _____; 2. a non-profit corporation organized under the laws of the State of _____; 3. an unincorporated association having its principal place of business in _____; 4. a resident of _____; or 5. owner of a partnership organized under the laws of the State of _____, (hereinafter called "CONSULTANT").

W I T N E S S E T H:

1. GENERAL

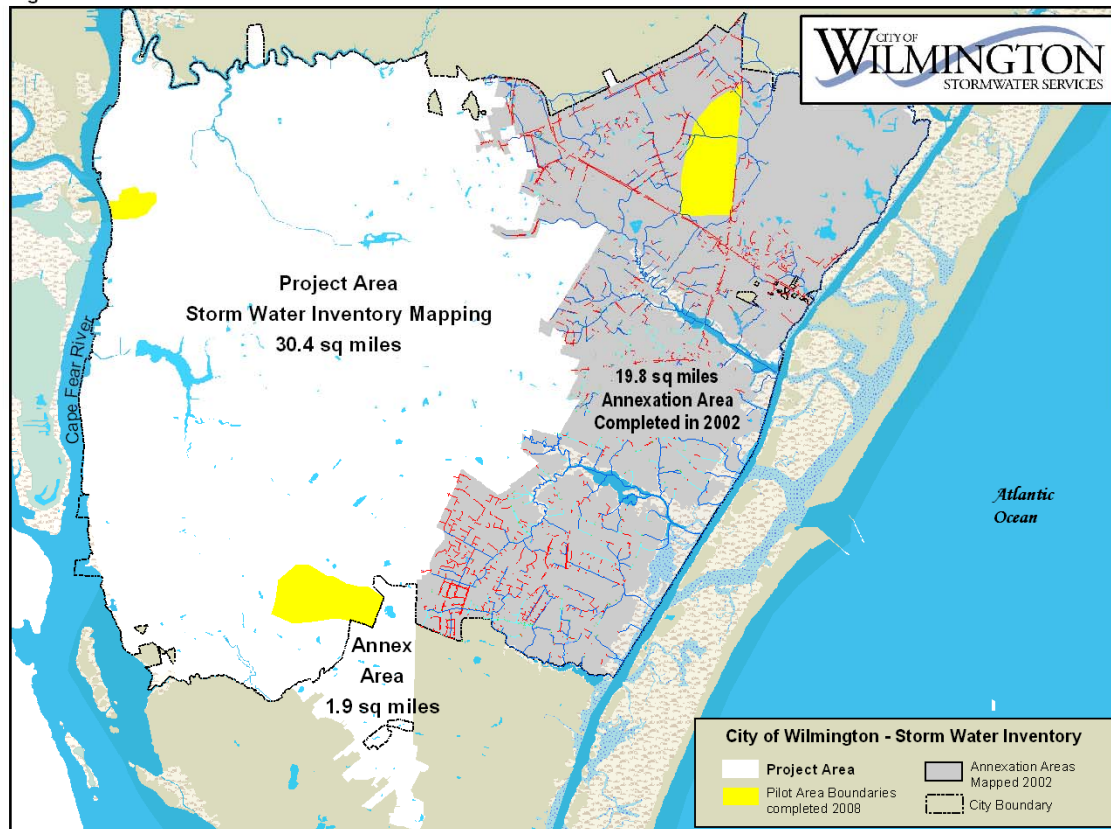
The City of Wilmington (CITY) plans to contract with one (1) or more firms for GIS/GPS mapping grade data collection for certain portions of the **public** stormwater drainage system. The **public** stormwater drainage system is defined as the parts of the stormwater drainage system that convey stormwater runoff from public streets or public property and also includes the systems on **public or private** property that convey stormwater runoff that originates from public streets or public property. Drainage systems that exist to serve only private property and handle only stormwater runoff from private property will not be located or mapped. The CITY is seeking firms or teams whose combination of experience and personnel will provide timely, cost-effective and high quality professional services to support this long-term project. The mapped information will be used by the CITY for compliance with NPDES II requirements and in support of maintenance and improvement activities.

2. PROJECT DESCRIPTION

The components of the stormwater drainage system that will be mapped include: Pipes, Channels, Structures/Inlets, Cross Pipes/Interference, Pipe Inlet/Outlet points, Channel points, and Structural BMPs as described in Appendix A – *Wilmington Stormwater Database Design*. As the mapping project progresses, the database design will be modified as required and domain values will be updated to reflect changes.

The CITY has completed inventory data collection for pilot areas and annexation areas as shown in Figure 1. This project will focus on mapping the area labeled as Project Area.

Figure 1.



3. **PROJECT APPROACH**

Each firm submitting qualifications for this project should understand that the CITY will use commercial off-the-shelf products for data collection and that no proprietary rights related to data collection hardware or methods will be acceptable. Software used will be ESRI ArcView or ArcEditor with Trimble GPS Analyst extension for collecting data in geodatabase format using real-time differential correction techniques. The CITY will provide the database schema along with associated attribute domains and rules which will be modified as needed as the project progresses. Any GPS hardware used must meet requirements of the Trimble GPS Analyst Field Tools as described in the technical specifications (see attached file 022501-011R_GPS%20Analyst_DS_0209_lr.pdf) and have the ability to connect to a tablet or laptop computer running the required software and receive radio beacon or satellite based real-time differential correction information.

Evaluation criteria will include:

- Experience providing similar services for similar projects;
- Demonstrated experience in geospatial data collection;
- Ability to meet established schedules and budgets;
- References;

- An office in the near vicinity to the Wilmington metro area or ability to mobilize with minimal associated costs; and
- Qualifications package appearance and presentation.

Firms initially selected for the project will be assigned a pilot project area. Data collection will be conducted in discrete units according to drainage boundaries and delivered for review before proceeding on to the next work area. Each work area is defined by the drainage boundaries specific to that particular area and therefore may vary in size. The intent is to keep data deliveries at a manageable size and identify/implement needed improvements as the project progresses. Complete connectivity of mapped features within a work area is a requirement for delivery of the data.

Photographs of mapped features will be required according to criteria related to condition, illicit discharge, NPDES monitored outfall point identification or other criteria as needed. Photographs will not be made of every feature mapped. Each photograph will be hot-linked to the mapped feature in the field at the time the feature is mapped. At the CITY's option, firms may also be required to perform quality control of incoming data.

4. **DELIVERABLES**

All deliverables and data will become the property of the CITY.

Any firm(s) selected to perform this work will provide the following services:

- Perform GPS mapping of designated portions of the CITY stormwater system infrastructure using techniques as established by CITY personnel for designated areas
- Deliver collected data in geodatabase format ready to load to the CITY's GIS server
- Communicate with CITY personnel as needed to ensure timely delivery of data that meets the requirements as established in the scope of services.

The following tasks will be performed by CITY personnel:

- Orientation meetings for familiarization with procedures and methods of data collection
- Delineation of work areas according to catchment/basin boundaries
- Development and/or additions to database design and associated domains, subtypes and validation rules
- Loading of delivered data to the full dataset managed on the CITY GIS server
- Assistance and consultation with firms as needed to ensure project requirements are reasonable and delivered data meets the established standards.

5. **PROPOSED PROJECT TIME FRAME**

This project will be ongoing as needed to complete mapping of unmapped areas and update mapping for previously mapped areas. CITY personnel will also be involved in mapping and updates.

6. RELEASE AND INDEMNITY

To the fullest extent permitted by law, CONSULTANT shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by the negligent performance or nonperformance by CONSULTANT (or by any person acting for the CONSULTANT or for whom the CONSULTANT is responsible). The CONSULTANT expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONSULTANT, shall in no way limit the CONSULTANT's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

7. PERSONNEL

It is mutually agreed that CONSULTANT is an independent contractor and not an agent of the CITY, and as such the CONSULTANT shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

8. CONFLICT OF INTEREST

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

9. NON-WAIVER OF RIGHTS

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

10. SUSPENSION OR TERMINATION OF AGREEMENT

1. In the event that review of the CONSULTANT'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONSULTANT'S negligent errors, omissions or acts, the CONSULTANT shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

2. The CITY shall also have the right to suspend this agreement upon written notice to the CONSULTANT. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONSULTANT shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake

any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONSULTANT remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONSULTANT shall cease.

3. In the event this project is terminated prior to completion of the services by the CONSULTANT, the CONSULTANT shall be paid for services performed to the date of termination. (In no event will the amount due CONSULTANT in the event of termination exceed that amount set forth in paragraph _____ of this agreement. CONSULTANT shall be paid for all reimbursables, as defined herein, which are due him.)

4. This agreement may be terminated without cause by either party with thirty (30) days written notice.

5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONSULTANT including claims for damages.

11. ASSIGNMENT OF AGREEMENT

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

12. INSURANCE REQUIREMENTS

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONSULTANT'S performance of professional services under this contract. The CONSULTANT shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

1. The CONSULTANT shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONSULTANT'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

2. The CONSULTANT shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground

hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

3. The CONSULTANT shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

4. The CONSULTANT shall take out and maintain an architect's/CONSULTANT's PROFESSIONAL LIABILITY INSURANCE policy, naming as insureds any professional individual or firm(s) acting in the capacity of a CONSULTANT. This insurance shall provide liability insurance limits of not less than \$1,000,000.00 for claims for damages arising out of the performance of professional services rendered by the CONSULTANT, and shall be maintained for a period of two years following the date of acceptance of the project by the CITY. The CONSULTANT shall be responsible for securing and providing insurance certificates for any subcontractors employed on this project and shall furnish a copy of the insurance to the CITY. Subcontractors or CONSULTANTS shall be insured to the limits referenced above. Failure of the CONSULTANT to provide these certificates may result in termination of the agreement or claims made against the CONSULTANT for any insurance claims made in conjunction with this project.

The CONSULTANT shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONSULTANT, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

13. FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONSULTANT under this agreement are the property of the CITY. The CONSULTANT agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONSULTANT from making information, reports and documents available to those individuals or firm(s) directly concerned with the project involved with prior written agreement of the CITY.

14. SUBCONTRACTS

The CONSULTANT shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

15. ENTIRE AGREEMENT

This agreement constitutes the entire understanding of the parties.

16. BINDING EFFECT

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

17. CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

18. REFERENCE

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

19. INTERPRETATION

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

20. PREAUDIT

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. _____ which is incorporated as if fully set out.

21. MINORITY BUSINESS ENTERPRISE (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirm(s)atively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

4. Provide technical assistance as needed.

5. Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONSULTANT shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONSULTANT shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONSULTANT to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONSULTANT shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONSULTANT agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

22. IMMUNITY NOT WAIVED

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

23. SAVING CLAUSE

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

24. OTHER LAWS AND REGULATIONS

CONSULTANT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONSULTANT will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

25. AMENDMENTS

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

26. NON-DISCRIMINATION

CONSULTANT will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONSULTANT will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONSULTANT has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Sterling B. Cheatham, City Manager

WITNESS:

Daryle Parker, Purchasing Manager

APPROVED AS TO FORM:

Thomas C. Pollard, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 2009.

Debra Mack, Finance Director

Project Number: _____ (if applicable)

Account Number: _____

Amount of Contract: _____

PO # _____

By: _____
President/Vice President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and
acknowledged that he (she) is President of _____, a
corporation, and that by authority duly given and as the act of the corporation, he(she)executed the
foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 20__.

My Commission Expires:

Notary Public
