

REQUEST FOR QUALIFICATIONS

Request for Qualifications –

Construction Engineering & Inspection Services -

Downtown Greenway (EB-6012)



CITY COUNCIL MEMBERS

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Table of Contents

I.	INTRODUCTION	3
II.	PROJECT DESCRIPTION.....	3
III.	SCOPE OF SERVICES	3
IV.	SCHEDULE	5
V.	SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION.....	5
VI.	PREQUALIFICATION	6
VII.	PROPOSAL SUBMITTAL REQUIREMENTS	6
VIII.	CONTENTS OF STATEMENT OF QUALIFICATION (SOQ) STATEMENT	7
	1. Introductory Letter.....	7
	2. Firm and Staff Qualifications	7
	3. Team Experience	8
	4. Technical Approach	8
	6. NCDOT RS-2 Required Forms.....	8
IX.	SELECTION COMMITTEE AND EVALUATION CRITERIA.....	8
X.	EXECUTION OF A CONTRACT	9
XI.	RFQ QUESTIONS	9
	ATTACHMENT A – COPY OF PROPOSED CONTRACT	10

I. INTRODUCTION

The City of Jacksonville is requesting Letters of Interest (LOI) from Private Engineering Firms (PEF) to provide Construction Engineering and Inspection (CEI) services for the construction of a trail project (EB-6012). This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (NCDOT). The solicitation, selection and negotiation of a contract shall be conducted in accordance with all NCDOT requirements and guidelines.

The City will select a Firm with which to negotiate a contract using a Qualifications Based Selection process. Selections will be based on demonstrated experience and expertise as established herein with the evaluative criteria. Once a Firm has been selected, negotiations will commence to finalize a scope of work and a price.

II. PROJECT DESCRIPTION

The project consists of the construction of a multi-use path from the current terminus of the Rails to Trails Greenway on Chaney Ave/W. Railroad St. to Newberry St. This project includes but is not limited to the construction of an asphalt trail, concrete demolition, concrete ADA compliant curb ramps, stormwater improvements, thermoplastic striping, and signal improvements at the intersection of New Bridge Street and Railroad Street.

The bid manual and plans may be viewed here: https://cojnc2-my.sharepoint.com/:f:/g/personal/skutz_jacksonvillenc_gov/EvvqzwAcP4dDqpF6v2JYkJEBqzVhOaDzwZjiwAAv5CTB8Q?e=M0K2ax

III. SCOPE OF SERVICES

The PEF shall provide CEI services as required to construct the project as per the construction documents and NCDOT protocol.

At the time of submittal of this LOI, PEF(s) must be prequalified by NCDOT to perform the following services:

- a) 00195 - Roadway Construction Engineering and Inspection
- b) 00233 – Structures Construction Engineering and Inspection

These services shall heretofore be called the “desired services”.

The selected firm will report directly to the City of Jacksonville Transportation Services Department. The selected firm will ensure that all work is performed in accordance with the contract and NCDOT requirements including all documentation required.

The primary and sub-consultant firm(s) shall also be able to provide the following services and meet the following requirements:

- Provide all construction inspection requirements as set forth by the NCDOT Resident Engineer and the City Construction Inspections Superintendent.
- Certified NCDOT Concrete Testing.
- Certified QMS Asphalt Roadway Inspection.

- Borrow Sampling.
- ABC Sampling.
- Knowledge of traffic control in accordance with the MUTCD Manual.
- Experience in interpreting plans and specifications.
- Provision of his own transportation and any tools necessary to perform the inspections.
- Presence on the project at all times that work requiring inspection is being performed.
- Maintenance of records in accordance with NCDOT policies, such as diaries, material received reports, and pay records.
- Management assurance that all projects are staffed and that the personnel are performing the above duties.
- Management evaluation/approval or obtaining appropriate agency approval for all submittals.
- Management evaluation/approval of monthly invoicing by the contractor(s) for payment.
- Management evaluation/approval of change orders; provide basis for approval of prices; and write supplemental agreements to be evaluated/approved by the NCDOT Resident Engineer.

For the Construction Engineering and Inspection portion of the work, the private engineering firm will be responsible for providing technicians with the appropriate training, skills and qualifications to perform inspections, materials sampling, materials testing, documentation of pay quantities, claims avoidance, and other duties as listed above.

The technicians performing CEI services must be trained, qualified, and certified by the National Institute for Certification in Engineering Technologies (NICET) or have an approved combination of education, experience, and training.

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 following is a list of services that may be administered under this contract:

1. Perform required field inspection
2. Prepare required project documentation
3. Prepare and review of pay applications
4. Review of weekly certified payrolls
5. Perform required wage rate interviews
6. Review and prepare supplemental agreements
7. Review and approve subcontractor agreement forms
8. Review and prepare any claim requests
9. Perform final inspection
10. Prepare and complete the final estimate
11. This list is not a complete list of all required activities. Please refer to the NCDOT Construction Manual for a complete description of all work requirements.

IV. SCHEDULE

- RFQ Invitation Release Date/Advertisement February 28, 2022
- Submission for Questions and Clarifications March 11, 2022
- Response to Questions and Clarifications March 21, 2022
- Submission of Qualifications April 4, 2022
- Preliminary Interview Dates Week of April 11, 2022
- Selection Committee's Recommendation by April 19, 2022

V. 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 Sub ENGINEER Form RS-2. RS-2 forms may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

The SPSF must be qualified with the Department to perform the work for which they are listed.

Real-time information about firms doing business with the Department and firms that are SPSF certified through the Contractual Services Unit is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's

homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

VI. 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 at:

<https://connect.ncdot.gov/business/Prequal/Pages/Private-Consulting-Firm.aspx>. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Even though specific DBE/MBE/WBE goals are not required for this project, the Department of Transportation is committed to providing opportunity for small and disadvantaged businesses to perform on its contracts through established Department goals. The Firm, sub ENGINEER and sub firm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

VII. PROPOSAL SUBMITTAL REQUIREMENTS

Firms may submit their Letter of Interest (LOI) digitally as long as the due date and time requirements are met. Please bookmark your LOI as outlined to assist those who will be reviewing them. If the LOI is submitted digitally, no hard copies will need to be submitted nor a copy of the LOI on a flash drive or CD.

If a Firm chooses to submit a hardcopy of their LOI, submit six (6) hard copies of the proposals and one (1) flash drive containing a PDF of the proposal. The LOI needs to be received by the due date and time. The hard copies shall be enclosed in a sealed envelope/box marked: "Request for Qualifications – Construction Engineering & Inspection Services" and delivered to: City of Jacksonville, Attn: Stephanie Kutz, 815 New Bridge Street, Jacksonville, NC 28540.

LOI are due by 5:00 PM (EST) on Monday, April 4, 2022 either via email to skutz@jacksonvillenc.gov or by mail. Any LOI that is submitted after the time stated will be considered non-responsive and will not be considered. If submitting digitally, the Firm may wish to use the email receipt confirmation to confirm delivery of the LOI.

There will be no pre-proposal meeting. Questions about this proposal must be submitted via email and will be answered until 5:00 PM on Friday, March 11, 2022. Questions received will be answered through issuance of an addendum. Questions received after

this time will not be answered. Individual meetings with Firms will not be held due to personnel workload.

VIII. CONTENTS OF STATEMENT OF QUALIFICATION (SOQ) STATEMENT

The LOI shall be submitted on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The minimum font size is 12 point Times New Roman font or 10 point in Arial font, with the exception of captions. The LOI shall be limited to twenty (20) pages, double sided (RS-2 forms are not included in the page count) inclusive of the cover page, and any tabs. The LOI must include the following sections:

1. **Introductory Letter:** Submit a clear concise response identifying:
 - a. Expression of Firm's interest in the work;
 - b. Statement of whether the PEF and any sub-consultants are on the NCDOT register as being prequalified and the desired services for which they are prequalified and which they anticipate performing for this project, including the date of the most recent qualifications submittal.
 - c. Statement regarding Firms' possible conflict(s) of interest for the work
 - d. Identification of the Project Manager and their contact information
 - e. Summation of information contacted in the letter of interest
 - f. Include a statement indicating any judgements against the proposer and any sub-consultants within the last five (5) years, or pending litigation, related to professional conduct or services;
 - g. Acknowledge all addenda to the SOQ document;
 - h. Provide a statement that the Firm is willing to meet all of the requirements set forth in the contract, and that the Firm is prepared to sign the agreement as written. The City objects to, and will not evaluate or consider, any additional terms and conditions submitted with this RFQ. If the selected Firm is unwilling or unable to sign the attached contract, they will be considered non-responsive and the next highest ranked Firm will have the opportunity to execute the contract.

2. **Firm and Staff Qualifications:**

This section 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:

 - a) 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.
 - b) If sub-consultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

3. Team Experience:

This section 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 City 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 sub-consultant encounters personnel changes, or any other changes of significance dealing with the company, the City and the Department should be notified immediately.

4. Technical Approach: 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.

5. NCDOT RS-2 Required Forms: Both forms shall be submitted with the Firm's Letter of Interest for the Prime Firm and any/all sub-consultants who would be working on this project. In the event the Firm has no subcontract, it is required that this be indicated on the sub-consultant form by entering the word "None" or the number "ZERO" and *signing* the form.

- Prime Consultant:
Prime Consultant firm (Prime Consultant Form RS-2 Rev 7/15/2020)
[RS - 2 Forms for CEI Services](#)
- ANY/ALL sub-consultant firms (Sub-consultant Form RS-2 Rev 7/15/2020) to be or anticipated to be utilized by your firm.
[RS - 2 Forms for CEI Services](#)

IX. SELECTION COMMITTEE AND EVALUATION CRITERIA

A Selection Committee consisting of City department representatives including Administration, Finance, Transportation and NCDOT will evaluate the RFQs. The Committee will review all proposals, and, if necessary, shortlist Firms who would then be invited by letter to an interview. If Firms are interviewed, the responses will be included as part of the evaluation process.

The City will be the sole judge as to which LOI(s) represents experience that will be of the most benefit to the City. Statements will be evaluated according to the quality of the submittal and the following key criteria:

Criteria	Max Score
Firm's Experience Firm/team's experience, knowledge, familiarity and past performance with construction and CEI services for roadway, greenway, sidewalk and bicycle transportation facilities	25
Proposed Staff Experience Project personnel qualifications, experience, knowledge, familiarity and past performance with the desired services, similar contract experiences with local governments. Experience adhering to the NCDOT Construction Manual for CEI and CA services	45
References Previous client satisfaction with similar work	15
Experience with Federally Reimbursed Projects Proven project experience with federally reimbursed projects and reporting requirements	15
Total Score	100

X. EXECUTION OF A CONTRACT

After the interview process (if one occurs), the Selection Committee will rank the Firms, highest to lowest, based on the evaluation criteria. Negotiations would then begin with the highest ranked Firm. If negotiations fail, the City would then begin negotiations with the next ranked Firm. The successful Firm will then enter into an agreement with the City of Jacksonville as outlined herein. The City reserves the right to reject any and/or all proposals.

XI. RFO QUESTIONS

Questions concerning this request for qualifications package shall be submitted to Stephanie Kutz via email at skutz@jacksonvillenc.gov no later than 5:00 PM on Friday, March 11, 2022.

Attachment A –Copy of Proposed Contract for Construction and Engineering Inspection Services – Downtown Trail (EB-6012)

This **AGREEMENT**, made this _____ day of _____, 2022 by and between _____ (hereinafter called the **CONSULTANT**) and the City of Jacksonville, North Carolina (hereinafter called the **OWNER**) sets forth the requirements, conditions, covenants, and considerations of an **AGREEMENT** to provide professional **CONSTRUCTION AND ENGINEERING INSPECTION SERVICES – DOWNTOWN TRAIL (EB-6012)** (hereinafter called the **PROJECT**) for the Historic Resources Survey Project for Jacksonville Transit.

I. SCOPE OF WORK

The **AGREEMENT** establishes the general terms and conditions related to **CONSULTANT** providing **CONSTRUCTION AND ENGINEERING INSPECTION SERVICES**.

This **AGREEMENT** is subject to financial assistance from the U.S. Department of Transportation and North Carolina Department of Transportation. The Request for Qualifications Package for Construction and Engineering Inspection Services for Downtown Trail Project (EB-6012) as well as the response is hereby incorporated as **EXHIBIT 5**.

All parties to this **AGREEMENT**, including contractors, subcontractors and subsequent workforces associated with this work under the terms of this **AGREEMENT** shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

II. CONSULTING RESPONSIBILITIES

A. PROJECT TASK:

The **CONSULTANT** shall perform services as set out in **EXHIBIT 1 – Scope of Work** upon receipt of a signed purchase order from the **OWNER** covering the work.

B. TIME SCHEDULE:

The **CONSULTANT** recognizes that the **PROJECT** under this **AGREEMENT** is to be performed as expeditiously as is practical. Every reasonable effort will be made to substantially complete the **PROJECT** on an agreed upon schedule for the **PROJECT**.

C. ASSIGNMENT/TRANSFER:

The **CONSULTANT** shall not assign or transfer any interest or responsibilities in this **AGREEMENT** without the written consent of the **OWNER**.

D. INSURANCE:

1. The **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; errors and omissions liability insurance; and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by **OWNER** as set forth in **EXHIBIT 2 – Insurance Requirements**. Certificates indicating that all such insurances are in effect will be provided to **OWNER** by **CONSULTANT**.
2. Such policies (other than Worker's Compensation and **CONSULTANT'S** Errors and Omissions) shall name **OWNER**, as additional insured. Such policies shall provide that they may not be cancelled or modified (and that any expiration, cancellation or modification shall be of no force or effect) without thirty (30) days prior written notice to each Insured Party by certified, registered or express mail, and shall require the insurance carrier to defend any suit or proceeding against any Insured Party arising out of any claim covered thereby, even if such claim is groundless, false or fraudulent.
3. All such insurance shall be in form and substance satisfactory to **OWNER**, and shall be maintained with responsible insurance carriers licensed to do business in the State of North Carolina. Simultaneously with the execution hereof, the **CONSULTANT** has deposited with **OWNER** copies of its insurance policies, if required by **OWNER**, and certificates of insurance evidencing the insurance coverage required hereunder. Hereafter, certifications of renewal shall be deposited with **OWNER** not less than five (5) days before the scheduled date of expiration.
4. All insurance required to be maintained hereunder (other than Errors and Omissions Liability Insurance), must provide coverage on an "occurrence" basis. Errors and Omissions Liability coverage may be maintained on a "claims made" basis.
5. The **OWNER** shall require that each of its **CONSULTANTS** for this Project carry insurance coverage, and agree to the indemnity and hold harmless provisions of this **AGREEMENT**. Before entering into any agreement with any **CONSULTANT**, the **OWNER** shall ascertain **CONSULTANT'S** insurance requirements and shall cause the **CONSULTANT** to provide **OWNER** with a certificate of insurance, and copies of the policies if requested by **OWNER**, evidencing insurance coverage in compliance with such requirements detailed in **EXHIBIT 2 – Insurance Requirements**. **(The OWNER shall be named as ADDITIONAL INSURED in all applicable policies.)**

6. The **CONSULTANT** shall not commence work under this Contract until s/he has obtained all insurance required, and such insurance has been approved in writing by the Owner, nor shall the **CONSULTANT** allow any subcontracted professional(s) to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained by the **CONSULTANT** via a Certificate of Insurance on Acord Form 25. Said proof of insurance for all subcontractors shall be maintained on file for the duration of the project shall be provided to Owner upon request.
7. The provisions of Section D - INSURANCE shall survive the expiration or termination of this **AGREEMENT**.

E. STANDARD OF CARE AND INDEMNIFICATION:

1. **CONSULTANT** shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this **AGREEMENT** at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.
2. Subject to N.C. General Statute 22B-1, **CONSULTANT** agrees to protect, defend, indemnify and hold the **OWNER**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this **MASTER AGREEMENT** and/or the performance hereof that are due to the negligent acts of the **CONSULTANT**, its officers, employees, or agents. The **CONSULTANT** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto due to the negligent acts of the **CONSULTANT**, its officers, employees, or agents.

F. ERRORS/DEFICIENCIES:

CONSULTANT shall, without additional compensation, revise any materials prepared under this **AGREEMENT** if it is determined that the **CONSULTANT** is responsible for any errors or deficiencies.

G. ACCURACY OF WORK:

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and appropriate coordination of all designs, drawings, specifications, reports, and other services to be furnished under this **AGREEMENT**. **OWNER** approval of **CONSULTANT'S** work shall not relieve the **CONSULTANT** of responsibility for the technical adequacy of his work.

H. RECORDS/DOCUMENTS:

CONSULTANT shall maintain all records, documents, notes, and financial information related to performance of this work in accordance with generally accepted accounting principles and practices for five (5) years and shall provide the **OWNER** access to this information if requested.

I. NON-DISCRIMINATION:

CONSULTANT agrees not to discriminate against any employee or prospective employee because of race, religion, sex, color, age, or national origin.

III. OWNER'S RESPONSIBILITIES

A. INFORMATION:

OWNER will provide adequate information concerning **PROJECT** requirements, will provide other available pertinent information relating to the **PROJECT**, will provide adequate opportunities for consultation, will provide timely review of plans and documents, and will render decisions resulting therefrom in writing.

B. OWNER'S REPRESENTATIVE:

OWNER will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the **OWNER'S** policies and decisions. The **OWNER'S** representative shall be **Stephanie Kutz, Transportation Project Manager**.

C. MEETINGS:

OWNER will arrange for and hold promptly any necessary meeting. This shall include the provision of meeting facilities when appropriate and the serving of all required public or private notices, unless otherwise determined.

D. ACCESS:

OWNER will provide access to and obtain permission for the **CONSULTANT** to enter upon public or private lands as necessary for the **CONSULTANT** to perform surveys, observations or other necessary functions.

E. RESPONSE TO CONSULTANT'S REQUESTS:

OWNER will respond within a reasonable time to the **CONSULTANT'S** requests for written decisions or determinations pertaining to the subject of the **CONSULTANT'S** services so as not to delay the performance of those services.

F. WRITTEN NOTICE:

OWNER will give prompt written notice to the **CONSULTANT** whenever the **OWNER** becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the **CONSULTANT'S** performance of its services under this **AGREEMENT**.

G. OTHER ACTIONS:

OWNER will take all municipal, corporate or other action as appropriate to authorize, finance and carry out this **AGREEMENT** and to ensure that this **AGREEMENT** constitutes a valid and binding **AGREEMENT** of the **OWNER**.

H. PERMITS AND APPROVALS:

OWNER will request approval and permits from all governmental authorities having jurisdiction over the Scope of Work (**PROJECT**) and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

I. COMPENSATION:

1. **Basic Services:** As compensation for the professional services outlined in ARTICLE I, a maximum fee amount will be established. The maximum fee amount for the services covered under this **AGREEMENT** shall not exceed

(CONTRACT AMOUNT IN WORDS). The professional services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. Direct salary costs AS CURRENTLY APPROVED AND ON FILE WITH NCDOT'S OFFICE OF INSPECTOR GENERAL (OIG) shall be used to compute the lump sum or cost-plus amount for assignments assigned during the life of the contract (EXHIBIT 4 – HOURLY RATES). The CONSULTANT shall always use their current overhead and cost of capital rates once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead and cost of capital rates. The CONSULTANT will also be paid for other direct non-salary reimbursement costs as established in the NCDOT Field Fiscal Procedures Manual and in Attachment B of this AGREEMENT.

2. **Overhead:** Overhead rates for actual cost are not provisional and there will be no reconciliation to true up actual period costs. Once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead rate, then the **CONSULTANT** should at that time begin billing the updated rate FOR ANY WORK PERFORMED AFTER THAT APPROVAL DATE. Please refer to NCDOT Audit Requirements at the following site: [https://connect.ncdot.gov/business/consultants/Roadway/NCDOT Audit Requirements - Updated.pdf](https://connect.ncdot.gov/business/consultants/Roadway/NCDOT_Audit_Requirements_-_Updated.pdf).

3. **Non-Salary Direct Costs:** Non-salary direct costs from the web site <https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx> shall be used. These are subject to change during the life of the **AGREEMENT**. Other non-salary direct costs will be reimbursed by copy of invoices, receipts, leases (field office), bills or established rates (truck, etc.).

4. **Additional Services:** Any additional professional services related to but not within the **PROJECT** will be performed by the **CONSULTANT** upon prior written request (See **EXHIBIT 3** – Change Order Form) of **OWNER** and for an additional professional fee as the **OWNER** and **CONSULTANT** may agree.
5. **Terms and Conditions - Fee:** The total fee shall not be exceeded without written approval of the **OWNER**. The fee arrangement is to be on an hourly basis only for work completed based on the rates that prevail at the time services are rendered.
6. **Payment of Invoices:** Invoices are due and payable within 30 days of receipt and approval by **OWNER**. Payment (partial payment for lump sum task orders; payment of actual costs incurred for cost-plus task orders) will be made to the **CONSULTANT** on a monthly basis upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task (for lump sum task orders) or a listing of actual costs incurred (for cost-plus task orders), and appropriate supporting documentation; and after the approval of the **OWNER**. Invoices shall include a DBE-IS form with each invoice.
7. **Disputed Invoices:** In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

IV. GENERAL PROVISIONS

A. OWNERSHIP OF DOCUMENTS:

The products of this **AGREEMENT** shall be the property of the **OWNER**. Upon completion or other termination of this **AGREEMENT**, the **CONSULTANT** will deliver to the **OWNER** reproducible copies of any text and graphic materials pertaining to this **AGREEMENT**. The **CONSULTANT** will also make available any calculations pertaining to this **AGREEMENT** and provide copies of specific calculations upon request by **OWNER**. No reports, information, or materials prepared by the **CONSULTANT** under this **AGREEMENT** shall be made available to any person or organization without the prior written approval of the **OWNER**.

B. REUSE OF DOCUMENTS:

1. The documents prepared by **CONSULTANT** pursuant to this **AGREEMENT** are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of this or any other project. Any reuse without written verification or adaptation by **CONSULTANT** for the specific purpose intended will be at **OWNER'S** sole risk and without liability or legal exposure to **CONSULTANT**; and **OWNER** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by **CONSULTANT** will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **OWNER** and **CONSULTANT**.

2. Copies of **OWNER**-furnished data that may be relied upon by **CONSULTANT** are limited to the printed copies (also known as hard copies) that are delivered to the **CONSULTANT**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **OWNER** to **CONSULTANT** are only for convenience of **CONSULTANT**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
3. Copies of Documents that may be relied upon by **OWNER** are limited to the printed copies (also known as hard copies) that are signed or sealed by the **CONSULTANT**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **CONSULTANT** to **OWNER** are only for convenience of **OWNER**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
4. When transferring documents in electronic media format, **CONSULTANT** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **CONSULTANT** at the beginning of this **PROJECT**.
5. **OWNER** may make and retain copies of Documents for information and reference in connection with use on the Project by **OWNER**. Such Documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other project. Any such reuse or modification without written verification or adaptation by **CONSULTANT**, as appropriate for the specific purpose intended, will be at **OWNER'S** sole risk and without liability or legal exposure to **CONSULTANT** or to any of **CONSULTANT'S** subcontracted professionals. **OWNER** shall indemnify and hold harmless **CONSULTANT** and **CONSULTANT'S** subcontracted professionals from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
6. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
7. Any verification or adaptation of the Documents for extensions of the **PROJECT** or for any other project will entitle **CONSULTANT** to further compensation at rates to be agreed upon in writing by the **OWNER** and **CONSULTANT**.

D. TERMINATION:

This **AGREEMENT** may be terminated by either party at will. No termination may be effected unless the other party is given ten (10) days written notice by Certified Mail. Adjustment for any termination shall provide for payment to the **CONSULTANT** for services rendered and expenses incurred reasonably

proportionate to the **EXHIBIT 1 – Scope of Work** for work accomplished prior to the date of notification of termination and including commitments by the **CONSULTANT** which had become firm prior to the date of notification of termination.

E. SUBCONTRACTS:

Any subcontracted professionals or outside associates required by the **CONSULTANT** in connection with the services covered by this **AGREEMENT** will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized in writing by the **OWNER** during the performance of this **AGREEMENT**. Any substitutions in or additions to such subcontracted professionals or associates will be subject to the prior approval of the **OWNER**. The same insurance required of the **CONSULTANT** by the **OWNER** shall be required of the subcontractor by the **CONSULTANT**.

F. SUCCESSORS AND ASSIGNS:

The **OWNER** and **CONSULTANT** each binds himself and his partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither **OWNER** nor **CONSULTANT** shall assign, sublet, or transfer his interest in this **AGREEMENT** without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

G. DISPUTE RESOLUTION:

Any dispute arising between or among the Parties listed in this **AGREEMENT**, including without limitation a breach of such **AGREEMENT**, shall be subject to non-binding mediation in accordance with Rules as set forth for Mediated Settlement Conferences in Onslow County Superior Court.

H. FEDERAL-AID CONSTRUCTION CONTRACTS CONTRACT PROVISIONS

The **CONSULTANT** will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this **AGREEMENT**, the **CONSULTANT** will not discriminate against labor from any other **STATE**, possession or territory of the United States.

2. Employment Practices

During the performance of this **AGREEMENT**, the **CONSULTANT** agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **OWNER** setting forth the provisions of this nondiscrimination clause.
- b. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The **CONSULTANT** will send to each labor union or representative of workers with which the **CONSULTANT** has a collective bargaining agreement or other contract or understanding, a notice to be provided by the **OWNER**, advising the labor union or workers' representatives of the **CONSULTANT'S** commitments under this **AGREEMENT** and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The **CONSULTANT** will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The **CONSULTANT** will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination clauses of this **AGREEMENT** or with any of rules, regulations, or orders referenced hereinabove this **AGREEMENT** may be canceled, terminated, or suspended in whole or in part, and the **CONSULTANT** may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor

regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.

- g. The **CONSULTANT** will include the provisions of the paragraphs under Section V.F.9.2 of this **AGREEMENT** in every subcontract or purchase order so that such provisions will be binding upon each sub-consultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

3. Title VI and Nondiscrimination

The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

- a. NCDOT Title VI Assurance (1050.2A, Appendix A & E)
 - i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract

and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (USDOJ Title VI Legal Manual, VI(F)).
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7))
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

4. Incorporation of Provisions:

The **CONSULTANT** will include the provisions of Section H. FEDERAL-AID CONSTRUCTION CONTRACTS CONTRACT PROVISIONS of this **AGREEMENT** in every sub-contract, including procurements of materials and leases of equipment, unless

exempt by the Regulations, orders, or instructions issued pursuant thereto. The **CONSULTANT** or sub-consultant will take such action with respect to any subcontract, procurement or leases as the **OWNER** may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the **CONSULTANT** become involved in, or is threatened with litigation with a sub-consultant, or lessor as a result of such direction, the **CONSULTANT** may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER**, and in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States. The **CONSULTANT** shall advise the **OWNER** and United States in writing of such potential or actual litigation. However, the **OWNER** and United States are not required to enter into such litigation by law. The **CONSULTANT** shall be responsible for paying all litigation expenses, including but not limited to attorneys fees and costs, incurred by the **OWNER** and United States defending such litigation.

5. For contracts and subcontracts of amounts in excess of \$100,000.00, the **CONSULTANT** or sub-consultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The **CONSULTANT** or sub-consultant will report violations to the grantor agency and to the U.S. Environmental Protection Agency, U.S. Assistant Administrator for Enforcement.

I. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the North Carolina Department of Transportation that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the **CONSULTANT** is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) sub-consultant participation on all contracts and supplemental agreements.

(b) Obligation: In compliance with Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the **CONSULTANT** and sub-consultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the **CONSULTANT** to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation deems necessary.

(c) Reporting Participation: When payments are made to sub-consultants, including material suppliers, firms at all levels (**CONSULTANT**, sub-consultant or sub-firm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved **CONSULTANT** from the pre-qualified list or the removal of other entities from the approved sub-consultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the **CONSULTANT** has no sub-consultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee **CONSULTANT**, or sub-consultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

J. CONTROLLING LAW:

This **AGREEMENT** is to be governed by the laws of the State of North Carolina. Any and all applicable laws, rules, and regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts will be construed pursuant to the laws of the State of North Carolina. All claims and disputes arising from any contract shall be construed pursuant to the laws of the State of North Carolina. The State of North Carolina is the proper jurisdiction for all claims and disputes arising under any contract, and the proper venue is the Onslow County Superior Court.

K. GIFTS AND FAVORS

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

L. CONFLICT OF INTEREST

The **CONSULTANT** does hereby certify that they have not entered into and, during the lifetime of the **AGREEMENT**, will not enter into any agreement with a third-party affording the **CONSULTANT**, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or CONSULTANTing services associated with this **AGREEMENT**.

Pursuant to N.C.G.S. § 133-1, the **CONSULTANT** will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the **CONSULTANT** will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The **CONSULTANT** does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the **OWNER**.

V. EXECUTION

In witness of the provisions of this **AGREEMENT**, the authorized representatives of the **CONSULTANT** and of the **OWNER** have executed this **AGREEMENT** effective this _____ day of _____, 2022.

OWNER:

CITY OF JACKSONVILLE
NORTH CAROLINA

BY: _____

Name Printed: Richard L. Woodruff

Title: City Manager

WITNESS:

SEAL

CONSULTANT:

BY: _____

Name Printed: _____

Title: _____

WITNESS

Professional Services License No.: _____

Email Address: _____

Please print clearly

CERTIFICATE OF CITY ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached **AGREEMENT** for _____ to provide professional **CONSTRUCTION AND ENGINEERING INSPECTION SERVICES - Downtown Trail (EB-6012)** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

John T. Carter, Jr.

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account/Project#: _____ (_____)

Signature

Amount of Agreement: \$ _____

Date

Notice to Proceed

TO: _____

PROJECT DESCRIPTION: RFQ Construction and Engineering Inspection Services – Downtown Trail (EB-6012)

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED _____ ON _____ OR BEFORE _____ AND TO COMPLETE THE WORK WITHIN _____ CONSECUTIVE CALENDAR DAYS THEREAFTER ON OR BEFORE _____.

CITY OF JACKSONVILLE

BY: _____
Richard L. Woodruff, City Manager

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED BY:

BY: _____
Signature

TITLE: _____

DATE: _____

EXHIBIT 1 – SCOPE OF WORK.)

(Insert **after** Firm has been Selected)

SAMPLE

EXHIBIT 2 - INSURANCE REQUIREMENTS

(Contractor must obtain and provide proof of the following types of insurance on an Accord 25 Form with the dollar limits designated, if the box is checked)

(Insert Insurance Certificates)

Comprehensive General Liability

- \$1,000,000 Single Limit/\$2,000,000 Aggregate
 \$2,000,000 Single Limit
(Can be satisfied with \$1M GL and \$1M Umbrella/Excess insurance).

Comprehensive Automobile Liability

- \$1,000,000 Single Limit

Excess Liability – Umbrella

- \$1,000,000 Single Limit
 \$2,000,000 Single Limit

Builder's Risk

- Value of Bid

All Risk

Worker's Compensation

- NC Statutory Limits

Professional Errors and Omissions Liability Insurance:

- \$1,000,000 Single Limit
 \$500,000 Single Limit

Other Insurances Required

- Refer to the General Conditions (if applicable) regarding liability coverage for Asbestos

ADDITIONAL INSURED:

The City of Jacksonville **must** be listed as an **Additional Insured** (AI) on the following insurance certificates:

1. Automobile Liability Insurance
2. Comprehensive General Liability Insurance
3. Umbrella Liability Insurance (if applicable)

Insurers must be licensed (Admitted) in North Carolina. For a complete list of companies **licensed** to do business in North Carolina, please visit the North Carolina Department of Insurance (NCDOI) website (<https://sbs-nc.naic.org/Lion-Web/jsp/sbsreports/CompanySearchLookup.jsp>). NCDOI lists licensed companies with the "Company Type" as "F&C", "Casualty", "Fire", "Life", or "Recip Non Assess," which meet the City's insurance requirements. Company Types such as "Surplus Lines", "Authorized Reinsurers" and "Non-Admitted" carriers, etc. do not meet the City's insurance requirements. The Certificate Holder shall be: City of Jacksonville, Attn: Finance Dept., 815 New Bridge St., Jacksonville, NC 28540

COI'S MAY BE EMAILED DIRECTLY TO: coi@jacksonvillenc.gov

EXHIBIT 3 - CHANGE ORDER FORM

CONTRACT/PURCHASE ORDER CHANGE REQUEST

Use the tab button to move across fields

CONTRACT CHANGE ORDER

PURCHASE ORDER CHANGE

PROJECT: _____ DATE: _____
CONTRACTOR: _____ CHANGE ORDER #: _____
P.O.# _____

ACCOUNT NUMBER: _____ PROJECT NO: _____
Current Contract / P.O. Amount _____
Contract / P.O. Increase/Decrease _____
Contract Days Increase: _____ New Contract / P.O. Amount _____

Justification/Description of change:

The Above Changes Are Proposed/Acceptable:

Signature _____ Date _____
** Contractor

Signature _____ Date _____
** ENGINEER/Inspector

The Above Changes Are Recommended:

Signature _____ Date _____
Department Head

Approval of Finance Officer:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature _____ Date _____
Finance Director

The Above Changes Are Approved:

Signature _____ Date _____
** City Manager

** These signatures are required for contract change orders only

EXHIBIT 4 – SCHEDULE OF FEES

(Submit upon execution of contract)

SAMPLE

**EXHIBIT 5 – RFQ Construction and Engineering Inspection
Services – Downtown Trail (EB-6012)**

(Insert **after** Firm has been Selected)

SAMPLE