

REQUEST FOR QUALIFICATIONS

**Gum Branch Road
Sidewalk Design Project**



CITY COUNCIL MEMBERS

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I. Introduction

The City of Jacksonville is seeking Request for Qualifications (RFQ) from experienced, professional engineering firms to provide land survey and civil engineering design services for pedestrian improvements along Gum Branch Road (SR 1308) from Onsville Drive to Onsville Drive as shown on Attachment A. The requested services include preparation of a topographic survey, conceptual design, final construction documents, and cost estimates.

Funding for the project primarily derives from an awarded grant from the Federal Highway Administration (FHWA) to the City of Jacksonville, NC, as part of the Carbon Reduction Program Direct Attributable (CRPDA). The overall project scope for which design and engineering services are being solicited includes the design of what will be new 5' sidewalks along Gum Branch Road, as well as necessary infill sidewalk and/or curb ramps between Onsville Drive and Onsville Drive.

II. Background

The City of Jacksonville is a coastal city located in Onslow County, North Carolina. According to the U.S. Census Bureau, the estimated population of Jacksonville as of 2022 is approximately 70,000 residents and an area of approximately 56 square miles. Jacksonville is home to Marine Corps Base Camp Lejeune. The city also boasts a thriving business community, diverse cultural and recreational opportunities, and a strong sense of community pride.

Gum Branch Road is one the most important corridors in the city which connects to the town of Richlands, as well as Kinston further north. Within Jacksonville city limits, Gum Branch connects many of the commercial businesses, schools, recreational facilities, and residences. The project site corresponds to the design of a sidewalk located along Gum Branch Road. The area experiences increased pedestrian traffic traveling to and from adjacent businesses, churches, and schools; with many locals and students walking to and from Jacksonville High School and nearby residential areas. Future developments nearby and north of this section along Gum Branch (ranging from a gym, community center, townhomes, and various commercial spaces) further motivates the city to address safer, ADA accessible connections to sections of sidewalks that are currently incomplete or severely damaged.

III. Scope of Services

Staff is looking to hire a qualified engineering and design firm to assist in the design of new 5' sidewalk, infill sidewalk, curb ramps and other pedestrian improvements necessary to create ADA compliant, pedestrian accommodations along Gum Branch Road. The project site is centered on sections running from Onsville Drive to Onsville Drive.

In its current conditions, the sections of sidewalk from Onsville Dr. to Onsville Dr. there are portions on either side of the road that need to be repaired, constructed, and/or connected to existing facilities. All portions will need to be evaluated and brought up to current ADA standards. (See Attachment A.)

On the west side of Gum Branch from Plaza Dr to East Doris Ave there are areas of missing sidewalks that need connecting. Additionally, some of the existing facilities have become degraded. The condition of terrain (approx. 300 LF) from Plaza Dr to Ducks Bar & Grill is severely sloped in due to the vicinity of a nearby retention area (See Attachment A). Possible design solutions for this area may include leveling, or pedestrian boardwalk, therefore proper survey, hydraulic design and erosion control plans will need to be conducted. This is a similar case for the east side of Gum Branch between Onsville Dr & SecurCare Self Storage where the terrain (approx. 240 LF) is also sloped due to the retention area (Attachment A).

Further south, beginning at the Branchwood Center Plaza and ending at CJ's Mini Mart, sections of sidewalk on the east side of Gum Branch need to be replaced due to denigration. The area which fronts CJ's Mini Mart (Attachment A) is severely sloped and has no current sidewalk but will need survey due to an existing landscape island (approx. 60 LF) that impedes the existing facility connection. This section will need proper survey and a leveling plan due to the slope of the driveway.

The current conditions of these sidewalks pose significant safety concerns for pedestrians. Citizens must sometimes either walk along Gum Branch Road's narrow shoulder or in the street entirely, putting them at risk of being hit by passing vehicles. For pedestrians who are disabled or rely on mobility assistance to go wherever they need to, there is not completed, safe options of travel. This project aims to repair, construct and/or connect sidewalks on both sides of Gum Branch Rd, improving pedestrian safety and mobility. The new sidewalks will also meet updated ADA standards, ensuring accessibility for people with disabilities. The project will have a significant impact on the community, providing a safe and convenient route for students, pedestrians, and cyclists.

IV. Schedule

- | | |
|---|----------------------|
| • RFQ Invitation Release Date/Advertisement | May 24, 2024 |
| • Submission for Questions and Clarifications | June 10, 2024 by 5PM |
| • Response to Questions and Clarifications by | June 18, 2024 |
| • Submission of Qualifications Package | July 5, 2024 by 5PM |
| • Selection Committee's Recommendation by | July 19, 2024 |

V. Submittal Requirements

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

If a Firm chooses to submit a hardcopy of their qualification package, submit six (6) hard copies and one (1) flash drive containing a PDF of the submittal. The submittal 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: - Camp Davis Industrial Access and Circulation Study" and delivered to: City of Jacksonville, Attn: Stephen Adams, 1300 N Marine Blvd, Jacksonville, NC 28540.

Submittals are due by 5:00 PM (EST) on July 5, 2024 either via email to sadams2@jacksonvillenc.gov or by mail. Any submittal that is received 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.

There will be no pre-proposal meeting. Questions about this Request for Qualifications must be submitted via email and will be answered until 5:00 PM (EST) on June 10, 2024. 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.

VI. Contents of Submittal

The submittal shall be 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 statements must include the following sections:

1. Introductory letter – Submit a clear concise response identifying a designated point of contact, acknowledgement of all addenda and 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. Proposed scope of work in response to the RFQ – Scope shall address the firm's understanding of the work to be performed, including identification of specific tasks and timelines. Proposing firms are encouraged to identify opportunities to perform the work in the most cost-effective and innovative manner.

3. Qualifications of the firm(s) – Experience of the firm in access and circulation studies within the past five years. This section should be limited to no more than 10 pages. If subcontractors are to be used, provide brief statements of similar type work performed within the past five years.
4. Qualifications of proposed staff – Include a brief resume of proposed staff accompanied with the identification of similar work the proposed staff has participated in within the past five years. The same information should be provided for any subcontractors. Include professional licensure and software capabilities.
5. Project management – Provide an explanation of the project management system and practices used to assure that the project is completed within the scheduled timeframe and that the quality of the products will meet the County and MPO’s requirements.
6. References – Provide at least three references for which similar work was provided within the past five years. Client contact person name, with address and telephone number, are to be provided. References for subcontractors shall also be provided.

VII. Selection Committee and Evaluation Criteria

A Selection Committee consisting of City department representatives including Administration, Finance, and Transportation as well as NCDOT will evaluate responses received. The Committee will review, 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 Selection Committee will be the sole judge as to which submittal represents experience that will be of the most benefit to the city. Submittals will be evaluated according to the quality of the package and the following key criteria:

Criteria	Max Score
Project understanding and proposed approach	40
Key project personnel qualifications and experience	40
Relevant and demonstrated experience/expertise on similar projects	20
Total Score	100

VIII. 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 submittals.

By submitting a response, the Firm agrees to enter into a contract as proposed herein. This project is funded in part by federal funds and as such Attachment B - Federal Provisions Certification Form shall apply. Furthermore, the Firm agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted herein.

IX. Title VI Non-Discrimination

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity 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.

X. Small Professional Service Firm (SPSF) Participation

The City and NCDOT 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 of submitting a response, shall submit Form A – Prime Form RS-2 as well as a listing of all known SPSF firms that will participate in the performance of the identified work (Form B – Sub-Consultant Form RS-2). The SPSF must be qualified with the Department to perform the work for which they are listed.

XI. Prequalification

NCDOT 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 submittal. An application may be accessed on NCDOT's website at Prequalifying Private Consulting Firms - Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, firms are encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

XII. Discipline Codes

All discipline codes are required. Codes for this project are as follows:

- 00070 – Erosion Control and Sediment Control Design
- 00235 – Subsurface Utility Engineering
- 00199 – Route Location Surveys
- 00243 – Threatened and Endangered Species Survey and Studies
- 00433 – Hydraulic Design – Tier 1
- 00270 – Utility Coordination
- 00295 – Structure Foundation Investigation and Design
- 00280 – Wetland and Stream Delineation
- 00032 – Categorical Exclusions/ Minimum Criteria Determination Checklists
- 00247 – Traffic Management Plan – Level 3 and 4

XIII. Directory of Firms and NCDOT Endorsement

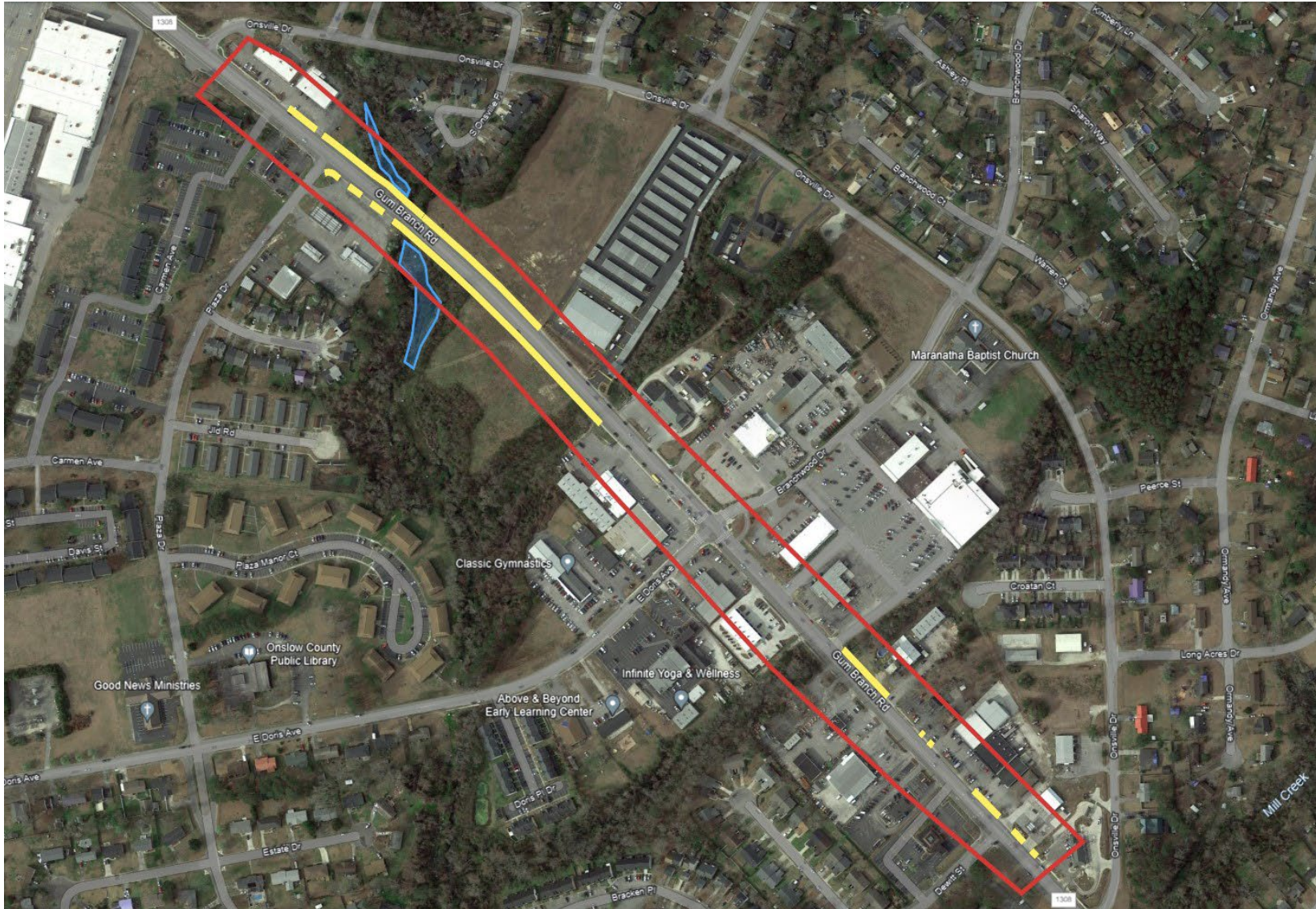
Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at Directory of Firms -- Complete listing of certified and prequalified firms.

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

XIV. Questions

Questions concerning this request for qualifications shall be submitted to Stephen Adams via email at sadams2@jacksonvillenc.gov or by phone at (910) 938-5037 no later than 5:00 PM (EST) on June 10, 2024.

Attachment A – Project Map & Examples





***Example of terrain slope on the west side of Gum Branch Rd, near the carwash station.**





***Example of terrain slope on the east side of Gum Branch Rd,
across from Plaza Dr.**



***Example of the front of CJ's Mini Mart driveway along Gum Branch Rd.**



Attachment B - Federal Provisions Certification Form

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the City of Jacksonville (hereinafter referred to as "City") for any contract resulting from this procurement process.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by the City, the City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The City also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The vendor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"

and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by the City on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by the City, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- (E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

- (F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- (G)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- (H)** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- (I)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the City, the vendor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of recovered materials (2 C.F.R. 200.322) Contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

(K) Domestic Preferences for Procurement (2 C.F.R. 200.322) As appropriate and to the extent consistent with law, the Non-Federal Entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, the vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by the City for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the City for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE
49 CFR 26.13(B) AND PROMPT PAYMENT 49 CFR 26.29**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor, sub recipient or subcontractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City of Jacksonville makes to the prime contractor in accordance with 49 C.F.R. § 26.29(a).

ACCESS TO RECORDS

The contractor, sub recipient or subcontractor shall grant access by recipient, the subrecipient, FHWA, the US Department of Transportation's Inspector General, the Comptroller General of the United States, and nay of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purchase of making audit, examination, excerpts, and transcriptions.

CONFLICTS OF INTEREST

Pursuant to 23 CFR 1.33, no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than

his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

DETERMINATION OF ALLOWABLE COSTS

The contractor, sub recipient or subcontractor shall ensure that that all costs associated with this project shall be determined in accordance with federal cost principles in accordance with 2 CFR 200.

Attachment C –Copy of Proposed Contract

This **AGREEMENT** made this ____ day of _____, 2023 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 **CONSULTING** services (hereinafter called the **PROJECT**) for the Camp Davis Industrial Park Access and Circulation Study.

I. SCOPE OF WORK

The **AGREEMENT** establishes the general terms and conditions related to **CONSULTANT** providing **CONSULTING SERVICES** related to the RFQ Camp Davis Industrial Park Access and Circulation Study.

The Request for Qualifications solicitation is hereby incorporated as **EXHIBIT 6** as well as the **CONSULTANT'S** response as **EXHIBIT 5**.

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 require the same insurance from any subcontracted professional(s) as is required of the **CONSULTANT** by the **OWNER**. The **CONSULTANT** shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the **OWNER**.

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. **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 **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.

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 **Laura Wisecup, Transportation Planner**.

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:

OWNER will pay **CONSULTANT** for performing the professional services for each **PROJECT** as established in the Scope of Work.

2. 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.

3. 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. Current rates are as shown on the attached schedule under **EXHIBIT4** – Hourly Rate Schedule submitted by the **CONSULTANT** which is attached hereto and made a part of this **AGREEMENT**.

4. Payment of Invoices:

Invoices are due and payable within 30 days of receipt and approval by OWNER.

5. 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. TERMINATION:

This **AGREEMENT** may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party. No termination may be affected unless the other party is given ten (10) days written notice by Certified Mail and an opportunity for consultation with the terminating party. 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.

C. 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** and will be similarly approved by the **OWNER**.

D. 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**.

E. 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.

F. 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.

SAMPLE

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 _____, 2023.

OWNER:
CITY OF JACKSONVILLE
NORTH CAROLINA

CONSULTANT:
NAME OF CONSULTANT

BY: _____

BY: _____

Name Printed: Joshua W. Ray

Name Printed: _____

Title: City Manager

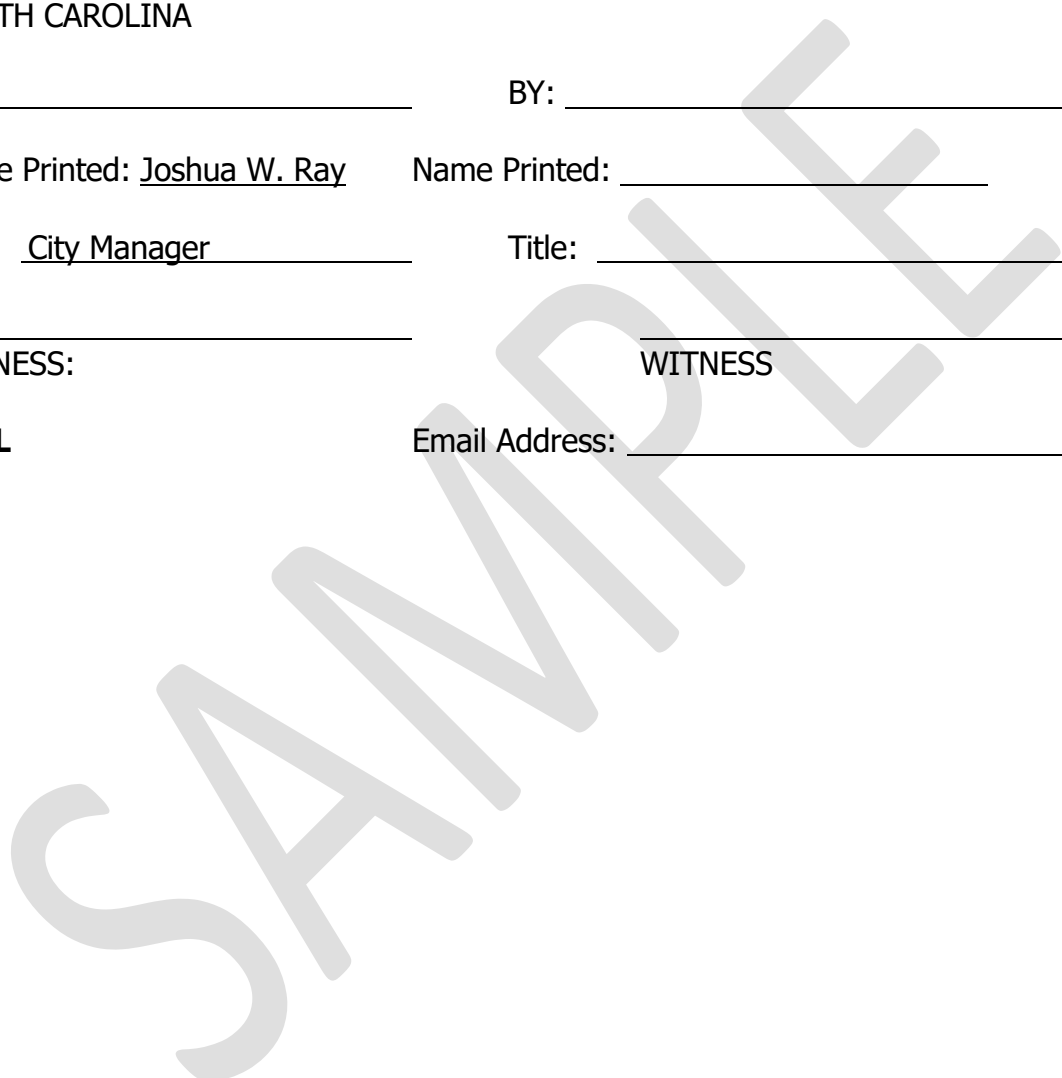
Title: _____

WITNESS:

WITNESS

SEAL

Email Address: _____



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 **CONSULTING** services for Camp Davis Industrial Park Access and Circulation Study 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: Camp Davis Industrial Park Access and Circulation Study

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: _____
Joshua W. Ray, 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 _____

New Contract / P.O. _____

Justification/Description of change:

The Above Changes Are Proposed/Acceptable:

Signature _____
** Contractor

Date _____

Signature _____
** CONSULTANT/Inspector

Date _____

The Above Changes Are Recommended:

Signature _____
Department Head

Date _____

Approval of Finance Officer:

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

Signature _____
Finance Director

Date _____

The Above Changes Are Approved:

Signature _____
** City Manager

Date _____

** These signatures are required for contract change orders only

EXHIBIT 4 – SCHEDULE OF FEES

(Submit upon execution of contract)

SAMPLE

EXHIBIT 5 – Consultant’s Proposal
(Insert **after** Firm has been Selected)

SAMPLE

EXHIBIT 6 – Advertised RFQ Gum Branch Rd Sidewalk Design Project

SAMPLE