



City of Lexington

Request for Qualifications

for

Professional Engineering Services

RFQ# 09-26-999

Direct all inquiries concerning this RFQ to:

Britt Smith, CLGPO

City of Lexington Purchasing Officer

28 West Center Street

Lexington, NC 27292

Office: 336-248-3928

BSSmith@LexingtonNC.gov

1. Project Overview

The City of Lexington is soliciting Statements of Qualifications (SOQs) from qualified engineering firms to provide professional engineering services for the relocation and improvement of an existing stormwater drainage system in the vicinity of Third Avenue, South Railroad Street, and the Holland Brooks property.

The primary project is anticipated to include design and construction of a new stormwater pipe system extending generally from Third Avenue to South Railroad Street, together with the coordination, adjustment, relocation, or protection of existing infrastructure necessary to complete the project. The project will also include restoration and repaving of areas disturbed by construction.

The City may also authorize optional paving and parking lot engineering services, including pavement evaluation, cost estimating, bidding support, construction administration, and related professional services for one or more paved areas. Potential locations include the parking areas identified in Section 6, but the optional scope is not limited to those locations.

Project Completion Objective

The City intends for the stormwater relocation work to be completed during June 2027. The selected firm shall develop and maintain a project schedule that supports completion of the stormwater relocation no later than June 30, 2027, including design, permitting, bidding, construction-phase support, and other services within the firm's control. The firm shall promptly identify permitting, utility, railroad, property, procurement, or other schedule risks that could affect this objective and recommend measures to preserve the project schedule.

Business Access and Continuity

The project is located within an active commercial area. The selected firm shall give special consideration to construction phasing, access, traffic control, utility continuity, staging, and sequencing to minimize disruption to surrounding businesses. Plans and construction documents should preserve reasonable customer, employee, delivery, and emergency access and avoid full business closures to the greatest extent practical. Where temporary access restrictions are unavoidable, the firm shall assist the City in developing sequencing and communication measures intended to reduce the duration and effect of those restrictions.

2. Anticipated Scope of Engineering Services

The selected firm will be expected to provide professional engineering services necessary to investigate, design, permit, bid, and support construction of the proposed stormwater improvements. The final scope of services will be negotiated with the highest-ranked firm following the qualifications-based selection process.

A. Existing Conditions, Investigation, and Survey

1. Perform field investigation of the project area.
2. Review available plans, surveys, utility records, property information, and other relevant documentation.
3. Provide or coordinate topographic, boundary, and utility surveying necessary for project design.
4. Identify existing public and private infrastructure within and adjacent to the proposed project area.
5. Identify potential conflicts involving water, wastewater, stormwater, electric, natural gas, telecommunications, streets, transportation infrastructure, railroad infrastructure, and other public or private utilities.
6. Verify existing drainage conditions, pipe sizes, materials, elevations, structures, connections, and discharge locations.

B. Stormwater System Analysis and Design

1. Evaluate existing drainage conditions and the existing stormwater system.
2. Determine an appropriate alignment, size, material, elevation, connection, and configuration for the relocated stormwater system.
3. Design a new stormwater pipe system extending generally from Third Avenue to South Railroad Street.
4. Design necessary structures and appurtenances, including catch basins, junction boxes, manholes, inlets, outlets, headwalls, and related drainage improvements, as applicable.
5. Evaluate constructability, access, sequencing, maintenance requirements, and long-term operation of the proposed system.
6. Prepare plans and technical specifications suitable for permitting, bidding, and construction.
7. Develop the design and construction phasing with particular attention to maintaining access to surrounding businesses and minimizing closures or prolonged disruptions.

C. Utility and Infrastructure Coordination

1. Identify existing infrastructure within or adjacent to the proposed construction area.
2. Identify conflicts between the proposed stormwater system and existing infrastructure.
3. Coordinate, as authorized by the City, with City departments, utility providers, private utilities, property owners, railroad representatives, and other affected parties.
4. Develop recommendations and designs for the relocation, adjustment, replacement, or protection of affected infrastructure.

5. Incorporate required infrastructure modifications into the project plans and specifications.
 6. Identify infrastructure ownership and anticipated responsibility for required adjustments or relocations.
 7. Assist the City in coordinating construction sequencing where multiple utility or infrastructure owners are involved.
- The project should be designed to minimize unnecessary infrastructure relocation and construction impacts where reasonably practicable.

D. Property, Easement, and Access Requirements

The selected firm may be requested to identify property interests necessary for construction, operation, and maintenance of the proposed improvements.

1. Identify temporary construction easements.
2. Identify permanent drainage, utility, or maintenance easements.
3. Identify construction access requirements.
4. Prepare plats, exhibits, legal descriptions, or other technical documentation necessary to support easement acquisition or agreements with affected property owners.
5. Prepare technical exhibits or descriptions necessary to support separate agreements between the City and affected property owners.

Negotiation and execution of agreements with private property owners will remain the responsibility of the City and will be handled separately from this RFQ.

E. Railroad and Right-of-Way Coordination

Because portions of the project are located near South Railroad Street and an active railroad corridor, the selected firm may be requested to:

1. Determine whether railroad or other right-of-way approvals are required.
2. Identify applicable railroad standards and requirements.
3. Identify permits, crossing agreements, easements, licenses, or approvals necessary for construction.
4. Coordinate with railroad representatives and other right-of-way owners.
5. Prepare technical drawings and documentation necessary to obtain applicable approvals.
6. Incorporate railroad or right-of-way requirements into the construction documents.

F. Pavement and Site Restoration

The selected firm shall incorporate restoration of areas disturbed by construction into the project design. Restoration may include:

- Pavement removal and replacement;
- Milling and resurfacing;
- Full-depth pavement repair;
- Curb and gutter;
- Sidewalks;
- Parking areas;
- Pavement markings;
- Landscaping;
- Drainage features; and
- Other infrastructure or site improvements disturbed by construction.

The engineer shall evaluate appropriate pavement restoration limits and determine whether resurfacing should extend beyond the immediate trench area to provide a durable and consistent finished surface.

G. Permitting and Regulatory Coordination

1. Identify applicable local, state, federal, railroad, and utility permitting requirements.
2. Prepare required technical documentation and permit applications.
3. Coordinate with regulatory agencies and reviewing entities.
4. Respond to technical review comments.
5. Revise plans and supporting documentation as necessary to obtain required approvals.

H. Opinions of Probable Construction Cost

The selected firm shall prepare opinions of probable construction cost at appropriate stages of project development. Cost estimates should separately identify significant components, including:

- Stormwater construction;
- Utility and infrastructure relocation;

- Pavement restoration;
- Site restoration;
- Railroad or right-of-way work;
- Easement-related construction impacts;
- Traffic control;
- Mobilization; and
- Other significant construction items.

A final engineer's estimate shall be prepared prior to bidding.

3. Bidding and Procurement Assistance

The selected firm may be requested to provide bidding and procurement assistance, including:

1. Preparation of bid-ready plans and technical specifications.
2. Preparation of bid quantities and bid schedules.
3. Participation in pre-bid conferences.
4. Responses to bidder questions.
5. Preparation of technical addenda.
6. Assistance with interpretation of plans and specifications.
7. Review and evaluation of bids.
8. Assistance with evaluation of bidder qualifications.
9. Recommendation regarding construction contract award.

4. Construction Administration and Construction-Phase Services

The City may request that the selected firm provide construction administration and construction-phase engineering services. The extent of these services will be established in the negotiated scope and may be adjusted based on services performed by City staff or other parties.

1. Participation in a preconstruction conference.
2. Review of contractor submittals and shop drawings.
3. Responses to requests for information.
4. Coordination regarding utility conflicts and unforeseen field conditions.
5. Periodic construction observation.
6. Resident project representation or more frequent construction observation, if specifically authorized.
7. Review of contractor payment applications.
8. Review and recommendation regarding change orders.
9. Review of construction schedule and project progress.
10. Coordination of construction phasing and access measures intended to minimize disruption to surrounding businesses.
11. Substantial completion inspection.
12. Preparation of punch-list items.
13. Final inspection.
14. Review of project closeout documentation.
15. Review of contractor-provided as-built information.
16. Preparation of final record drawings.

5. City-Performed and Separately Procured Services

The scope described in this RFQ represents the professional services the City currently anticipates may be required. The City reserves the right, at its discretion, to perform certain services using City personnel, procure services under a separate contract, assign services to another consultant, contractor, utility provider, or governmental entity, modify individual tasks based on project conditions, remove services from the final negotiated scope, or add related professional services that become necessary during project development.

Services the City may perform or procure separately include, but are not limited to:

- Utility coordination;
- Infrastructure coordination;
- Property and easement coordination;
- Pavement restoration coordination;
- Paving project administration;

- Preparation or review of cost estimates;
- Preparation of exhibits or supporting documentation; and
- Other project-related services.

The selected firm shall coordinate its work with services performed by City personnel and with other consultants, contractors, utility providers, or governmental entities retained or engaged by the City. Inclusion of a service within this RFQ does not obligate the City to include that service within the final agreement.

6. Optional Paving and Parking Lot Services

In addition to the primary stormwater relocation project, the City may authorize the selected firm to provide professional engineering and administrative services for paving, resurfacing, or parking lot improvements. This optional scope is intentionally flexible and may be used for one or more paved areas identified by the City during the term of the agreement.

Potential locations include, but are not limited to:

- The parking lot located at or near the intersection of Third Avenue and South Railroad Street.
- The parking lot located between South Railroad Street and the railroad tracks adjacent to Goose and the Monkey Brewhouse.
- Other related parking lots, paved areas, access drives, or pavement restoration areas identified by the City.

The City may request a complete paving design assignment or may request only selected professional services for a particular location.

Depending on the City's needs, optional services may include:

1. Pavement condition evaluation and recommendations.
2. Surveying or field verification as necessary.
3. Evaluation of pavement base conditions and identification of full-depth repair areas.
4. Milling, resurfacing, pavement section, and repair recommendations.
5. Drainage evaluation and related improvements.
6. ADA accessibility review and design.
7. Curb, gutter, sidewalk, access, and parking configuration evaluation.
8. Pavement markings and striping plans.
9. Opinions of probable construction cost or independent cost estimates.
10. Preparation of plans, specifications, quantities, or bid schedules.
11. Assistance with bidding, procurement, bidder questions, and addenda.
12. Construction administration, payment application review, change order review, and project closeout.
13. Construction observation or inspection, if authorized.
14. Administrative support for paving projects designed or otherwise managed in part by City staff or another consultant.

Optional paving services may be authorized individually, by location, by task, or as a combined assignment. The City may add, remove, or substitute paving locations and may perform portions of the work using City staff or other consultants. Authorization of optional paving services is at the City's sole discretion.

7. Anticipated Project Deliverables

Depending upon the final negotiated scope, deliverables may include:

1. Existing conditions documentation.
2. Survey and utility information.
3. Preliminary engineering plans.
4. Design development plans.
5. Final construction plans.
6. Technical specifications.
7. Opinions of probable construction cost.
8. Permit applications and supporting documentation.
9. Easement, access, and property exhibits.
10. Railroad or right-of-way exhibits.
11. Bid documents.
12. Responses to bidder questions and technical addenda.
13. Construction administration documentation.
14. Construction observation reports.
15. Project closeout documentation.
16. Record drawings.
17. Paving and parking lot cost estimates, bid documents, or administrative documentation when optional services are authorized.

8. RFQ Schedule

The City anticipates the following schedule for the qualifications-based selection process:

Milestone	Date
RFQ Posted	September 1, 2026
Deadline for Written Questions	September 14, 2026, at 5:00pm
City Response / Addendum Issued	September 18, 2026
SOQs Due	September 30, 2026 at 12:00 noon
Evaluation and Ranking	Following receipt of SOQs
Scope and Fee Negotiation	Following selection of highest-ranked firm
Stormwater Relocation Completion Objective	No later than June 30, 2027

Questions concerning the specifications and requirements of this Request for Qualifications (RFQ) shall be submitted in writing to Purchasing Officer, Britt Smith at bssmith@lexingtonnc.gov no later than **5:00pm on Monday, September 14, 2026**.

Responses to all questions received and any modifications to this RFQ will be issued by formal addendum. Firms are responsible for reviewing and acknowledging all addenda issued by the City.

All addenda will be posted and made available to all prospective vendors no later than **5:00pm on Friday, September 18, 2026**, at the following link:

LINK TO DOWNLOAD RFQ & ADDENDUMS: <https://cloud.lexingtonnc.gov/s/5cWzLwTN6Pqbavy>

No oral statement, explanation, interpretation or commitment made by any person shall be binding or have any force or effect unless expressly incorporated into a written addendum issued by the City. It is the responsibility of each firm to access and review all addenda posted at the link provided above and to acknowledge receipt of all addenda by signing and returning the required documentation with its proposal submission.

Qualifications shall be prepared and submitted in the format prescribed in Section (9) **SOQ Requirements** below. ***Proposers must submit one (1) electronic copy of their proposal in PDF format via document upload at the link provided below no later than 12:00 noon on Wednesday, September 30, 2026.*** Qualifications received after the stated deadline will not be accepted or considered.

QUALIFICATIONS UPLOAD LINK: <https://cloud.lexingtonnc.gov/s/aAppkLvMjaNWXRd>

The City of Lexington reserves the right to reject any or all submissions, in whole or in part, and to waive any informalities, irregularities, or technicalities when it is determined to be in the best interest of the City to do so. Any requirement of this RFQ that a proposer cannot satisfy must be clearly identified and explained within the qualifications submission. Proposers are required to respond to all sections and requirements of this Request for Qualifications (RFQ). Failure to provide complete responses or required information may result in the proposal being deemed non-responsive and may constitute grounds for disqualification.

9. Statement of Qualifications (SOQ) Requirements

Firms shall submit an SOQ that demonstrates the firm's qualifications, relevant experience, proposed team, understanding of the project, approach, availability, and ability to meet the City's schedule. The SOQ should be organized in the order below so that submissions can be evaluated consistently.

Because this is a qualifications-based selection, firms should not include a proposed engineering fee or pricing with the SOQ. A detailed scope and fee will be negotiated with the highest-ranked firm following selection.

Do not submit any conceptual renderings, sketches, or work product as part of the SOQ. Pursuant to N.C. Gen. Stat. § 143-64.31(f), no work product or design may be solicited, submitted, or considered as part of the qualifications-based selection process. However,

examples of prior completed work may be solicited, submitted, and considered in order to determine the demonstrated competence and qualifications of the firm. Discussion of concepts or approaches to the project, including impact on project schedules, is encouraged.

A. Firm Qualifications

Provide a concise description of the firm, its relevant areas of practice, office location(s) that would support the project, and experience providing municipal stormwater, utility, paving, and infrastructure engineering services.

B. Relevant Project Experience and References

Provide examples of comparable projects involving, as applicable:

- Stormwater system relocation;
- Urban drainage improvements;
- Utility conflict resolution and infrastructure relocation;
- Construction within active commercial or developed areas;
- Maintaining access to businesses during construction;
- Railroad coordination;
- Pavement restoration and parking lot improvements;
- Cost estimating, bidding assistance, and construction administration; and
- Municipal projects with accelerated or fixed completion schedules.

Include client references for similar work, including contact information and a brief description of the services provided.

C. Proposed Project Team

Identify the personnel expected to perform the work, including:

- Project manager;
- Lead design engineer;
- Key technical personnel;
- Construction-phase personnel, if applicable; and
- Subconsultants, if applicable.

Provide relevant qualifications, municipal experience, role on the project, and availability of each key team member.

D. Methodology and Project Approach

Describe the firm's proposed approach to:

- Evaluating existing conditions and developing the stormwater alignment;
- Coordinating utilities, infrastructure, property interests, and railroad requirements;
- Managing design, permitting, bidding, and construction-phase services;
- Maintaining project schedule and identifying schedule risks early;
- Supporting completion of the stormwater relocation by June 30, 2027;
- Phasing construction to preserve access and minimize disruption to surrounding businesses;
- Developing and updating construction cost estimates;
- Coordinating with City staff or other consultants performing portions of the work; and
- Providing optional paving, cost estimating, bidding, or construction administration services when requested.

E. Availability, Responsiveness, and Schedule

Describe:

- Current workload and availability of key personnel;
- Ability to begin work promptly following authorization;
- Anticipated high-level schedule for design, permitting, bidding, and construction support;
- Ability to meet the June 30, 2027 stormwater completion objective;
- Process for responding to City requests, field conditions, and time-sensitive project issues; and
- Any known constraints that could affect the anticipated schedule.

10. Evaluation Criteria

This solicitation is a Request for Qualifications and is not a bid. There will be no public bid opening. Submissions will be evaluated based solely on the criteria below.

Criteria	Weight (a)	Score Points (b)	Total Score (a x b)
Quality of Statement of Qualifications (SOQ)	10%		
Methodology and General Approach	25%		
Applicable Experience and References of the Firm	20%		
Project Team Qualifications	20%		
Responsiveness and Ability to Meet Project Schedule	25%		
Final Score	100%		

A. Quality of Statement of Qualifications (SOQ)

Weight: 10%

- SOQ is presented in a professional, clear, and organized manner.
- SOQ includes all requested components identified in this RFQ.
- SOQ demonstrates the firm's ability to successfully provide the professional services anticipated for the project.

B. Methodology and General Approach

Weight: 25%

- Demonstrates understanding of the project scope and required engineering disciplines.
- Presents a logical and understandable sequence of activities.
- Addresses design, utility and infrastructure coordination, permitting, bidding, construction phasing, and project administration.
- Demonstrates an approach to maintaining access and minimizing disruption to surrounding businesses.
- Demonstrates ability to work collaboratively with the City and other project participants.

C. Applicable Experience and References of the Firm

Weight: 20%

- Describes experience with projects of similar scope, complexity, and setting.
- Demonstrates relevant municipal stormwater, infrastructure, utility coordination, paving, and construction administration experience.
- Provides relevant references for similar work.

D. Project Team Qualifications

Weight: 20%

- Proposed team demonstrates appropriate professional qualifications and municipal or governmental experience.
- Key team members have experience with the disciplines necessary to complete the anticipated scope.
- Team structure, availability, and proposed subconsultants support successful project delivery.

E. Responsiveness and Ability to Meet Project Schedule

Weight: 25%

- Demonstrates ability to respond to City requests and project issues in a timely manner.
- Demonstrates availability of key personnel.
- Provides a credible approach to efficient project delivery and meeting deadlines.
- Demonstrates ability to support completion of the stormwater relocation no later than June 30, 2027.
- Describes an approach to responding to unforeseen conditions or schedule changes while maintaining communication with the City.

Scoring Scale

Score Points	Rating
0	Missing or Does Not Meet Expectation
1	Partially Meets Expectation
2	Meets Expectation
3	Exceeds Expectation

The City may use evaluation results to establish a ranking of firms. The City may also conduct interviews or request clarifying information from one or more firms if determined to be beneficial to the selection process.

11. Selection and Negotiation

The City intends to select an engineering firm based on demonstrated qualifications, relevant experience, methodology, project team, responsiveness, availability, and the evaluation criteria established in this RFQ.

Following selection of the highest-ranked firm, the City will negotiate a detailed scope of services and professional fee. The negotiated scope may separately identify the following components:

1. Base Project: Stormwater System Relocation and Associated Improvements.
2. Optional Paving and Parking Lot Services, by location or task as authorized by the City.
3. Construction observation services.
4. Surveying services.
5. Specialty consultant services.
6. Reimbursable expenses.
7. Other optional or contingency services.

The City may negotiate individual tasks or phases independently and may elect to perform certain services using City staff or through separate procurement. If the City and the highest-ranked firm are unable to reach agreement on an acceptable scope and fee, the City reserves the right to terminate negotiations and proceed with another qualified firm in accordance with applicable law.

12. Reservation of Rights

The City reserves the right to:

- Reject any or all SOQs;
- Waive minor informalities or irregularities where permitted by law;
- Request additional or clarifying information from any firm;
- Conduct interviews if deemed beneficial;
- Modify the anticipated scope of services;
- Negotiate the final scope and fee;
- Perform portions of the work using City personnel;
- Procure portions of the work separately;
- Add, remove, substitute, or independently authorize optional paving locations or services;
- Cancel, suspend, or terminate the selection process; and
- Take any other action determined to be in the best interest of the City and consistent with applicable law.

Issuance of this RFQ does not obligate the City to award a contract or proceed with any portion of the project.

13. Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFQ, shall become the property of the City of Lexington. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. *Any proprietary data must be clearly marked.* In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

14. Communications

All communications of any nature regarding this RFQ with any City staff other than those specified in this proposal, elected City officials, or evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Violation of this provision may result in the Firm's proposal being removed from consideration.

15. Lobbying

By responding to this solicitation, the Firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFQ.

16. Gifts and Favors

Consultant shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32

17. Proposer Expenses

The City will not be responsible for any expenses incurred by any Firm in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Firm even if the awarding authority for each entity has formally accepted a recommendation.

18. Insurance

City of Lexington Insurance Requirements for Vendors and Contractors

I. Projects or Contracts Below \$50,000

- (a) **General Liability Insurance:**
Minimum Limit: \$1,000,000 per occurrence / \$2,000,000 aggregate.
Coverage: Bodily injury, property damage, and personal/advertising injury.
- (b) **Workers' Compensation Insurance:**
Statutory limits as required by state law.
Employers' Liability: \$500,000 per accident, \$500,000 per disease policy limit, \$500,000 per disease per employee.
- (c) **Automobile Liability Insurance** (if applicable):
Minimum Limit: \$1,000,000 combined single limit for owned, hired, and non-owned vehicles.
- (d) **Professional Liability Insurance** (if applicable):

Minimum Limit: \$1,000,000 per claim / \$1,000,000 aggregate.

II. Contracts Between \$50,000 and \$500,000

- (a) **General Liability Insurance:**
Minimum Limit: \$2,000,000 per occurrence / \$4,000,000 aggregate.
Coverage: Bodily injury, property damage, personal/advertising injury, contractual liability, and completed operations.
- (b) **Workers' Compensation Insurance:**
Statutory limits as required by state law.
Employers' Liability: \$1,000,000 per accident, \$1,000,000 per disease policy limit, \$1,000,000 per disease per employee.
- (c) **Automobile Liability Insurance** (if applicable):
Minimum Limit: \$1,000,000 combined single limit for owned, hired, and non-owned vehicles.
- (d) **Professional Liability Insurance** (if applicable):
Minimum Limit: \$2,000,000 per claim / \$2,000,000 aggregate.
- (e) **Umbrella/Excess Liability Insurance:**
Minimum Limit: \$2,000,000 per occurrence / \$2,000,000 aggregate.
- (f) **Builder's Risk Insurance** (for construction projects):
Coverage: 100% of the completed value of the project, including materials stored on-site and in transit.

III. Contracts Between \$500,000 and \$5,000,000

- (a) **General Liability Insurance:**
Minimum Limit: \$5,000,000 per occurrence / \$10,000,000 aggregate.
Coverage: Bodily injury, property damage, personal/advertising injury, contractual liability, and completed operations.
- (b) **Workers' Compensation Insurance:**
Statutory limits as required by state law.
Employers' Liability: \$1,000,000 per accident, \$1,000,000 per disease policy limit, \$1,000,000 per disease per employee.
- (c) **Automobile Liability Insurance** (if applicable):
Minimum Limit: \$2,000,000 combined single limit for owned, hired, and non-owned vehicles.
- (d) **Professional Liability Insurance** (if applicable):
Minimum Limit: \$5,000,000 per claim / \$5,000,000 aggregate.
- (e) **Umbrella/Excess Liability Insurance:**
Minimum Limit: \$5,000,000 per occurrence / \$5,000,000 aggregate.
- (f) **Builder's Risk Insurance** (for construction projects):
Coverage: 100% of the completed value of the project, including materials stored on-site and in transit.
- (g) **Pollution Liability Insurance** (if applicable):
Minimum Limit: \$2,000,000 per occurrence / \$2,000,000 aggregate.

IV. Contracts Over \$5,000,000

- (a) **General Liability Insurance:**
Minimum Limit: \$10,000,000 per occurrence / \$20,000,000 aggregate.

Coverage: Bodily injury, property damage, personal/advertising injury, contractual liability, and completed operations.

- (b) **Workers' Compensation Insurance:**
Statutory limits as required by state law.
Employers' Liability: \$2,000,000 per accident, \$2,000,000 per disease policy limit, \$2,000,000 per disease per employee.
- (c) **Automobile Liability Insurance** (if applicable):
Minimum Limit: \$5,000,000 combined single limit for owned, hired, and non-owned vehicles.
- (d) **Professional Liability Insurance** (if applicable):
Minimum Limit: \$10,000,000 per claim / \$10,000,000 aggregate.
- (e) **Umbrella/Excess Liability Insurance:**
Minimum Limit: \$10,000,000 per occurrence / \$10,000,000 aggregate.
- (f) **Builder's Risk Insurance** (for construction projects):
Coverage: 100% of the completed value of the project, including materials stored on-site and in transit.
- (g) **Pollution Liability Insurance** (if applicable):
Minimum Limit: \$5,000,000 per occurrence / \$5,000,000 aggregate.
- (h) **Cyber Liability Insurance** (if applicable):
Minimum Limit: \$5,000,000 per occurrence / \$5,000,000 aggregate

V. All Policies

- (a) **Indemnification Clause:**
Contractor at all times will indemnify, release, protect, defend and hold the City of Lexington harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Corporation occurring as a direct or indirect result of, or in any manner connected with the performance of the Contract, whether such injury or damage shall be caused by the negligence of contractor, contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder and Contractor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.
- (b) **Waiver of Subrogation:**
Must include a Waiver of Subrogation Clause.
- (c) **Certificate of Insurance (COI):**
A Certificate of Insurance shall be issued confirming all required coverage. Each type of coverage requested must be specifically referred to in the Certificate. The Certificate must include a clause obligating the Insurer to give at least a (30) days prior notice in the event of cancellation of or major change in insurance.
- (d) **Additional Insured Endorsements:**
The City of Lexington must be named as additional insured on General Liability, Automobile Liability and Umbrella/Excess Liability policies.
- (e) **Policy Endorsements:**
Must be written on a primary basis, non-contributory with any other insurance coverage.

* **NOTE** The recommended insurance will be adequate for most contracts: however, in some cases, higher or lower limits may be in order, depending upon the nature of the contract. Contracts involving hazardous materials transportation, treatment or disposal require specific review on a case by case basis.

19. Federal Uniform Guidance

The source of funding for this Contract may include federal funds therefore, the following applicable federal provisions shall apply pursuant to 2 CFR Part 200, Appendix II that include:

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(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.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(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.”

(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.

(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.

(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.

(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).

(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](#).

(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.

§ 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR 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 during 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.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

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

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

§ 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

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Federal Requirements – Applicability and Updated

The foregoing Federal provisions shall apply only to the extent applicable to the source of Federal funding, the nature and amount of the Contract, and the work performed. The selected firm shall comply with all applicable Federal statutes, regulations, executive orders, and terms and conditions of the applicable Federal award as amended or otherwise in effect during the performance of the Contract. If any Federal requirements referenced herein are amended, superseded, repealed, rescinded, or otherwise determined not to apply, the requirement then applicable under Federal law and the applicable Federal award shall govern. The City reserves the right to incorporate into the resulting agreement any additional Federal provisions, certifications, or requirements imposed by the Federal awarding agency or otherwise required as a condition of Federal funding.

Please provide a signed and notarized copy of the Non-Collusion Affidavit with your SOQ submission.

Non-Collusion Affidavit

By executing this proposal, I certify that this proposal is submitted to the City of Lexington competitively and without collusion. I am authorized to represent the candidate both in submitting this proposal and in making this Non-Collusion Affidavit. To the best of my knowledge and belief, the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and the candidate intends to do the work with its own employees or subcontractors and is not submitting a proposal for the benefit of another contractor. The candidate to which this Non-Collusion Affidavit refers is:

(insert name of candidate)

(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

Type or print the name of Notary Public signing this acknowledgment:

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence: County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the _____ day of _____, 20 ____.

Notary Public

My commission expires:
