



Request for Qualifications # 274- FY2024-CM-01

Title: City of Raleigh Phase 1: EAST CIVIC TOWER PROJECT

**PROFESSIONAL ENGINEERING SERVICES:
SPECIAL INSPECTIONS, CONSTRUCTION MATERIALS &
GEOTECHNICAL INSPECTION AND TESTING**

Issue Date: July 20, 2023

Due Date: August 22, 2023
not later than 4 pm EST

Issuing Department: *Engineering Services
Construction Management Division*

Direct all inquiries concerning this RFQ to:
Kelly Ham, PE, MBA
Engineering Supervisor
Email: Kelly.Ham@raleighnc.gov

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1. INTRODUCTION

1.1 Purpose

The City of Raleigh is seeking one or more highly qualified and experienced firm(s) with which to contract for the following services:

Provide geotechnical investigations and recommendations in support of the construction, construction materials inspection and testing services, special inspection services, and third-party inspection services for new construction for the East Civic Tower. Proposed offerors must prove that they possess the requisite experience, skills, and technical and administrative capability and capacity to participate in a team approach to project delivery.

It is anticipated that all services will be on a periodic on-call basis although there may be periods of time during the construction that continuous inspection may be required to meet schedule and in accordance with the technical requirements pertaining to this facility, and other constraints.

The offerors shall provide essential geotechnical investigations and recommendations, provide construction phase inspection and material testing and third-party inspection services, including special inspections (SI) and construction materials testing (CMT) for the above-mentioned project during the construction phase. This shall include but not be limited to monitoring, testing, evaluating test results, and inspection services for site work and building construction, such as Earthwork/Foundations, Aggregates, Paving, Concrete, Masonry, Structural Steel, Cold Formed Metal Framing, and other work as may be identified and applied to the scope of work. In addition, providing documentation and records management as required to ensure compliance with project geotechnical reports, drawings, specifications, codes, and regulations. All work must be coordinated with representatives of the City of Raleigh, its design team, and its Construction Manager at Risk team.

A detailed scope of services is provided in Section 4 of this document.

Information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal at: <https://evp.nc.gov/>

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Kelly Ham, PE, MBA Engineering Supervisor	Kelly.Ham@raleighnc.gov

Questions submitted via telephone will not be answered. Questions concerning this RFQ will be received until **4pm on August 3, 2023**, at which time no future questions will be accepted. A summary of all questions and answers may be issued in the form of an addendum. Any comments or questions that arise concerning any requirement that is unclear or objectionable **must be submitted electronically**

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Design Team of RATIO and Henning Larsen was selected by the City to develop design and construction documents for the new East Civic Tower.

The City has also selected the Joint Venture of Brasfield & Gorrie and Holt Brothers as the Construction Manager at Risk (CMAR) to execute the construction of the project.

The East Civic Tower will be constructed on the site of the vacant Police Headquarters building located at 110 S. McDowell Street, which will be demolished. This new building will be 17 stories in height with potentially 360,000 GSF of floor area above grade.

The East Civic Tower will provide centralized municipal functions including new departmental office space and conference facilities for staff, public-facing functions, and Council Chamber. The new civic tower building will enable the City to consolidate most of its currently fragmented downtown workforce from multiple offices into one central location.

1.3 RFQ Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

RFQ Process	Date and time
RFQ Advertisement Date	<i>July 20, 2023</i>
Pre-Submittal Conference	<i>July 28, 2023 at 2pm on Microsoft Teams (Please Contact Kelly Ham at Kelly.Ham@Raleighnc.gov to request the meeting link).</i>
Deadline for written questions	<i>August 3, 2023 at 4pm, EST</i>
City Response to Questions (anticipated)	<i>August 11, 2023</i>
Submittal Due Date and Time	<i>August 22, 2023, at 4pm, EST</i>
Evaluation Meeting (anticipated)	<i>September 26, 2023</i>
Interviews (if required)	<i>September 26, 2023</i>
Selection Announcement (tentative)	<i>October/November, 2023</i>

1.4 Pre-Submittal Conference

Pre-Submittal Conference, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance.

1.5 Questions

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3 RFQ Timeline, for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFQ Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions, and requirements. The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

It is important that all Respondents submitting to this RFQ periodically check the North Carolina electronic Vendor Portal (eVP) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Kelly Ham, PE, MBA Engineering Supervisor	Kelly.Ham@raleighnc.gov

Questions submitted via telephone will not be answered. Questions concerning this RFQ will be received until **4pm on August 3, 2023**, at which time no future questions will be accepted. A summary of all questions and answers may be issued in the form of an addendum. Any comments or questions that arise concerning any requirement that is unclear or objectionable **must be submitted electronically**.

1.6 Submittal Requirements and Contact Information

Proposals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Kelly Ham, PE, MBA Engineering Supervisor 219 Fayetteville Street, Suite 801 One Exchange Plaza Raleigh NC 27601 RFQ No. 274- FY2024-CM-01	City of Raleigh ATTN: Kelly Ham, PE, MBA Engineering Supervisor 219 Fayetteville Street, Suite 801 One Exchange Plaza Raleigh NC 27601 RFQ No. 274- FY2024-CM-01

Proposals must be enclosed in a sealed envelope or package and clearly marked with the name of the submitting company, the *RFQ number* and the *RFQ Title*. Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed original;
- C. and five (5) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Hard copy and electronic version must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline. Proposals received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope.

The City intends to utilize its standard contract language without modification for this project. Exceptions to the City's standard contract language will not be allowed. **Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3 RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section 1.6 by the due date and time specified in Section 1.3 RFQ Timeline.

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your qualification package.

1.8 Rights to Submitted Material

All qualification packages and supporting materials, as well as correspondences relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Qualifications 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 qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal 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. Qualification submittals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFQ with any City staff, elected City officials, evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 Purpose, prior to the deadline provided in Section 1.3 RFQ Timeline. Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 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.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting, N.C.G.S. § 14-234(a) states:

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh 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 of

Raleigh and/or its representatives. Further, the City of Raleigh 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.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and to reject all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

2. QUALIFICATIONS PACKAGE

Submittal responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Qualifications Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation. The cover letter must include the full Firm name as registered with the NC authorizing agency, mailing address(es), website address, telephone number(s) and licensure number(s).

Include a paragraph listing all issued addenda and initial receipt of each addendum. See Tab 7 for other information to be included.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five years, accompanied by at least five references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Provide this information in a separate, electronic file on jump drive. Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

Consolidated financial statements of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 5: Team Firm, Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment, and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. For sub-consultants, the primary staff members participating on the project should be identified.

Tab 6: Any project where there were legal or technical problems encountered and the final resolution(s).

Prepare a brief narrative of projects in which your firm and consultants have been involved in the last five (5) years which have experienced legal or technical problems. The narrative should briefly describe the problem, describe the final solutions or outcomes, and describe how your firm was involved in the outcomes.

Litigation/Claims: Please include responses to the below items. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and provide a full explanation with relevant documentation for projects for which work has been performed during the last five years.

- a. Has your company ever failed to complete work contracted to it? ___Yes ___No
 - b. Has your company filed any claims, or had any claims filed against it, within the last five years? ___Yes ___No
 - c. Has your company been involved in any suits, mediation, or arbitration with Local Governments within the last five years? ___Yes ___No
- Has your company been involved in any suits or arbitration with other agencies, individuals or organizations within the last five years? ___Yes ___No

Tab 7: Include a copy of this RFQ and any issued addenda.

2.2 Hourly Rates

This solicitation is being issued in accordance with NCGS 143-64.31, otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful contractor. One copy of the Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be enclosed in a separate, sealed envelope and submitted as a separate file when electronic submittals are acceptable.

2.3 Qualifications Package Documents

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

3. PROPOSAL EVALUATION

3.1 Evaluation Criteria

This is not a bid. There will not be a public opening. Proposals will be evaluated based solely on the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	20		
Firm Financial Stability	5		
Project Understanding	20		
Project Approach	20		
Team Firm, Experience, and Qualifications	30		
Legal or technical problems	5		
Final Score			

Score Points

0 - Missing or Does Not Meet Expectation

1 - Partially Meets Expectation

2 - Meets Expectation

3 - Exceeds Expectation

3.2 Final Selection

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ, including the firm's fee proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded firm to perform as represented may result in contract cancellation.

3.3 Notice to Submitting Firms Regarding RFQ Terms and Conditions

It shall be the Submitting Firm's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

3.4 Contract Term

The Contract shall have an initial term of written number (5) years, beginning on the date the Contract is signed by the City (the "Effective Date"). At the end of the Contract initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of written number (3) additional one-year terms. The City will give the contracted firm written notice of its intent to exercise each option no later than written the number (90) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4. SCOPE OF SERVICE

Awarded firm shall provide services, all as set forth in this RFQ and more particularly described in this Section 4. The scope of services list described below is not comprehensive and additional services may be required. The selected firm will receive a copy of the project's construction documents from which to define the scope of work, to be included in their proposal.

The proposed scope of services will include geotechnical services, Special inspections and Construction Materials Testing to ensure compliance with project specifications, design drawings and/or reports, relevant codes, and regulations, and in accordance with inspection tasks associated with the approved Special Inspections statements. Special inspections and materials testing are anticipated for Deep Foundations, Earthwork/ Soils, Subgrade & Paving, Cast-In-Place Concrete, Structural Masonry, Structural Steel, Waterproofing of foundation, Spray-Applied Fire Resistive Materials (SFRM), Fire-Resistant Penetrations & Joints, and Laboratory Testing. The expected scope of services includes but is not limited to the tasks listed below.

Special inspections on all structural elements as specified in Chapter 17 of the current version of the National Building Code duly modified by the State of North Carolina.

The selected firm(s) shall provide properly trained and certified lab and field technicians. The firm selected shall provide a daily work report, summary reports, recommendations, test results, and associated documentation and field measurements for those items within their scope of work as requested by the Owner. All field reports will be prepared under the supervision of a Professional Engineer registered in the State of North Carolina.

The offerors will develop and provide a material testing and inspections program for the project that meets the requirements of the City and current Building Code requirements, as amended for the State of North Carolina. The selected firm shall designate the individual(s) serving as lead testing special inspector representative and note their license and qualifications to perform in this role. Implementation of the materials testing, and inspections program will include a comprehensive deficiency tracking and reporting process as required by the code official and the City. A log of discrepancies and corrections to track the resolution of all discrepancies shall be maintained by the special inspector.

The offerors' work shall be in accordance with applicable industry, City, NC Building Code, and/or NCDOT standards for the performance of the work. The offeror shall provide the appropriate industry testing specifications, equipment, and personnel for the performance of the work, coordinate, and communicate with the CMAR on scheduling expectations including timeframes, notices required, and acceptable protocols and provide all associated testing and quality control requirements for the scope of work in accordance with accepted current best management practices. The selected firm shall have an ASTM-approved laboratory with calibrated lab and field equipment and shall provide evidence of such certification(s).

Deep Foundations

Special inspection duties for auger piles typically involve common inspection tasks associated with auger pile installation including, but not limited to, Pre-installation inspections, Material inspections, Installation process Inspections, Testing and sampling, Documentation, and maintaining detailed records of the inspection activities to ensure compliance with project specifications, geotechnical reports, design drawings, relevant codes and regulations, and in accordance with inspection tasks associated with auger pile as mentioned in the Special Inspections statements whether driven deep foundations or cast-in-place deep foundations.

Soils

This scope includes materials testing for backfill of storm drains, utilities, walls, foundations, and stormwater control measures and consists of Laboratory testing of fill materials, verify proper fill material placement, Field tests for soil and aggregate density/compaction, Inspecting and testing excavations and subgrade, quantification of unsuitable materials to ensure compliance with the contract plans and specifications.

Cast-in-Place Concrete

This concrete work includes inspecting steel reinforcement and continuous monitoring and testing of all kinds of concrete placement for footings, walls, columns, slabs on grade, and elevated post-tensioned slabs or pre-stressed operations, concrete paving, retaining walls and other applications as applicable, documenting and accurately recording through various forms and reports to ensure compliance with project specifications, design drawings, shop drawings, relevant codes and regulations, and in accordance with the Special Inspections statements.

Structural Masonry

This work should be following project drawings and specifications and conform to the American concrete institute (ACI) 530. Work includes verifying the proportions of site-prepared mortar, collecting mix design for grout, and continuous observation of the placement of all grouts as required, grout strength test specimens, all Laboratory testing, and related collecting reports on verification prior to construction. Also, verification of size and location of structural elements, verification of size, grade, placement, and lap lengths of reinforcement and connection of masonry to the structural frame, an inspection of anchor bolts per project documents, verification of protection techniques during the construction.

Structural Steel

This work under this scope will be for structural steel, metal decking, and load-bearing metal stud walls and includes Inspection of steel framing joints to confirm member sizes and connections per contract documents, Inspection of high-strength bolts and connections, Collect material data sheets and Certificate of Compliance for A325 and A490 bolts, nuts, and washers, Visual inspection of single pass fillet welds 5/16" in size and less, Fit-ups and root openings checked for all full penetration welds, Ultrasonic testing as required for full penetration welds.

Spray-Applied Fire Resistive Materials (SFRM)

The SFRM will be applied to all structural steel. This work includes inspecting substrate, field verifying thickness of SFRM, field test adhesion of SFRM onsite, collecting SFRM density specimens for laboratory testing, and testing the density of SFRM in the laboratory.

Paving Operations

This work includes Proof-roll of subgrade and aggregate base course under asphalt, observing placement & monitor temperatures, marking out proposed test locations for cores to be cut, and Laboratory determination of thickness, density, and compaction.

APPENDIX I
HOURLY RATE SCHEDULE

Awarded firm shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 4 Scope of Services utilizing the following hourly rate schedule below.

As stated above in section 2.2 Hourly Rates, provide the Hourly Rate Schedule in a separate, sealed envelope.

Position Title	Hourly Rate

Firm Name: _____

Authorized Signature: _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II **PROPOSER QUESTIONNAIRE**

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

RFQ #274- FY2024-CM-01

Title: City of Raleigh Phase 1: EAST CIVIC TOWER PROJECT

**PROFESSIONAL ENGINEERING SERVICES:
SPECIAL INSPECTIONS, CONSTRUCTION MATERIALS &
GEOTECHNICAL INSPECTION AND TESTING**

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify its references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III
REFERENCE QUESTIONNAIRE FORM

RFQ #274- FY2024-CM-01

Title: City of Raleigh Phase 1: EAST CIVIC TOWER PROJECT

**PROFESSIONAL ENGINEERING SERVICES:
SPECIAL INSPECTIONS, CONSTRUCTION MATERIALS &
GEOTECHNICAL INSPECTION AND TESTING**

(Name of Business Requesting Reference) _____

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, (***Kelly Ham, PE, MBA***), via email to (***Kelly.Ham@Raleighnc.gov***) no later than **(4) p.m. ET, (August 22, 2023)** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position _____

Contact Telephone Number _____

Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments: _____

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments: _____

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments: _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?
Comments:

8. With which aspect(s) of this company's services are you least satisfied?
Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR PROFESSIONAL SERVICES

This Identification of MWBE Participation Form captures information regarding MWBE participation in the providing of professional services as defined by NCGS §143-64.31, *et seq.* MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME		CITY DEPARTMENT	
PROJECT NUMBER		RFQ SUBMITTAL DATE	

Section 1: PROFESSIONAL SERVICE PROVIDER—PRIMARY CONTRACTOR

☐ **CONTRACT IS FOR PROFESSIONAL SERVICES.** Please complete the following:

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Construction	Partnership	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk
<input type="checkbox"/> PRIMARY CONTRACTOR IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RESIDENT FIRM	<input type="checkbox"/> YES NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: PROFESSIONAL SERVICE PROVIDER—MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Construction	Partnership	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Construction	Partnership	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Construction	Partnership	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

APPENDIX V
CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein are non-negotiable and shall become a part of any contract issued as a result of this solicitation.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to Kelly.Ham@Raleighnc.gov or mail to the City of Raleigh, Construction Management Division, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Standard of Care

Engineer shall perform for or furnish to City professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as City's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Contract will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

3. Opinions of Probable Construction Cost

The engineer's Opinions of probable Construction costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the City wishes greater assurance as to probable Construction Costs, City may employ an independent cost estimator.

4. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh
Attn:
Telephone:

Engineer

P.O. Box 590
Raleigh, NC 27602

5. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

6. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

7. Assignment

Neither the City nor the Engineer will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior 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 create any rights or benefits to parties other than the City and the Engineer, except such other rights as may be specifically called for herein.

8. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

9. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employee's liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read: 'City of Raleigh is named additional insured as their interest may appear'.

Certificate of Insurance – Contractor agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer.

If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of

Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

10. Indemnity

- A. To the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer's agents, or the Engineer's employees.
- B. In matters other than those covered by subsection A. above, and to the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. Only to the extent provided pursuant to a policy of insurance, the Engineer shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Engineer or its Derivative Parties is a proximate cause of such claims.
- E. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- F. Definitions:
 - i. For the purposes of this section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable

statutes or regulations.

- ii. For the purposes of this section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
- iii. For the purposes of this section, the term "Derivative Parties" shall mean any of the Engineer's subcontractors, agents, employees, or other persons or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

11. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The City acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

12. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

13. Advertising

The Engineer shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

14. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

15. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Engineer for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

16. Laws/Safety Standards

The Engineer shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Engineer must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Engineer shall comply with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

17. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Engineer understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

18. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all

personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

19. Right of Audit and Examination of Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

20. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

21. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

22. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.8