



Request for Qualifications # 274-DC202500000

Title: Master Services Agreement (MSA) for On-Call Roadway Design and Construction Services

Issue Date: October 28, 2025

Due Date: November 25, 2025
not later than 5:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: *Engineering Services*

Direct all inquiries concerning this RFQ to:
Benjamin Possiel, PE
Roadway Design and Construction Supervisor
Email: benjamin.possiel@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh is seeking multiple-qualified firm(s) with which to enter into Master Services Agreements (MSA) for the following services:

*Construction Material Testing
Construction Engineering and Inspection (CEI)
Construction Administration (CA)
Geotechnical Engineering Consultation
Subsurface Utility Exploration (SUE)
Surveying*

The MSA will serve as an umbrella contract under which work will be performed for the City as needed, on an on-call basis, as described in mutually agreed upon Statements of Work (SOW). The SOW will provide the specific scope, cost, and schedule for each work assignment under the MSA.

A general scope of services for the MSA is provided in Section 4 of this document.

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

All questions related to this solicitation must be submitted in writing (via email) to the following individual – questions submitted via telephone will not be answered:

Contact Name	Email Address
<i>Benjamin Possiel, PE</i>	<i>benjamin.possiel@raleighnc.gov</i>

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 City of Raleigh's Engineering Services Department invites qualified professional services firms to provide geotechnical engineering consultation, construction material testing, construction engineering and inspections, construction administration, subsurface utility exploration and surveying services for City of Raleigh transportation and greenway infrastructure projects to be designed, permitted and constructed during the next five years (FY2025-FY2029).

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 Date	<i>October 28, 2025</i>
Pre-Submittal Conference (if required)	N/A
Deadline for written questions	November 10, 2025 5:00 PM
City Response to Questions (anticipated)	November 18, 2025
Submittal Due Date and Time	November 25, 2025 5:00 PM
Evaluation Meeting (anticipated)	Week of December 1, 2025, if required
Interviews (if required)	Week of December 15, 2025, if required
Selection Announcement (tentative)	<i>Week of December 29, 2025</i>

1.4 **Pre-Submittal Conference**

In the event that the City of Raleigh elects to conduct a pre-submittal meeting or site visit, 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 [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 – questions submitted via telephone will not be answered:

Contact Name	Email Address
Benjamin Possiel, PE	benjamin.possiel@raleighnc.gov

1.6 Submittal Requirements and Contact Information

Submittals must follow the format as defined in Section 2 Qualifications Package.

The preferred method to submit responses is electronically by email. Please email the qualification package to: benjamin.possiel@raleighnc.gov.

Or, if needed, paper submittals may be sent by mail or delivered to the address below:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Benjamin Possiel, PE <i>Roadway Design and Construction PO Box 590</i> <i>Raleigh, NC 27602</i> RFQ No. 274-DC202500000	City of Raleigh ATTN: Benjamin Possiel, PE <i>Roadway Design and Construction</i> <i>PO Box 590</i> <i>Raleigh, NC 27602</i> RFQ No. 274-DC202500000

Paper submittals 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*, and must include:

- A. one (1) signed hard-copy original submittal package;
- B. one (1) electronic version of the signed submittal;
- C. and (*one*) (1) hard-copies of the signed submittal.

A paper submittal must include an electronic version of the qualification package as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Both hard copy and electronic versions must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline. Qualifications received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope.

Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete submittal may be eliminated from competition at the discretion of the City of Raleigh. The City reserves the right to reject any or all submittals for any reason and to waive any informality it deems in its best interest.

Submittals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. 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 Business Engagement and Opportunities

The City of Raleigh maintains processes to conduct business with all business enterprises, including small, emerging, growing, under-capitalized, and under-resourced firms or organizations.

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.

- (1) First, federal procurement standards provided in 2 CFR 200.318 (c)(1) states:

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.

(2) 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.

(3) 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 type in response to this RFQ indicates a firm'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 any and all submittals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City's best interests to do so.

The City of Raleigh reserves the right to accept or reject any or all of the items in any 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's best interest. Moreover, the City reserves the right to make no selection if the submittals are deemed to be outside the fiscal constraint or not in the best interest of the City.

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.

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 5 number of years, accompanied by at least 3 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

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 types of work and services 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 firm shall provide information as to the qualifications and experience of all executive, 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.

2.2 Hourly Rates

This solicitation is being issued in accordance with [NC G.S. Chapter 143 Article 3D](#) (*Procurement of Architectural, Engineering, and Surveying Services*), otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful service provider. One copy of the Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be enclosed in a separate, sealed envelope.

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 SUBMITTAL EVALUATION

3.1 **Evaluation Criteria**

This is not a bid. There will not be a public opening. The submittals received in response to this RFQ will be evaluated and ranked, by the evaluation committee in accordance with the process and evaluation criteria contained below. Submittals will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFQ, each evaluation committee member shall conduct his or her independent evaluation of the submittals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Team Qualifications	30		
Team Experience	30		
Technical Approach	30		
Other Relevant Factors	10		
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 signed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.3 **Notice to Submitting Firms Regarding RFQ Terms and Conditions**

It shall be the submitting firm's responsibility to read the RFQ Instructions, the City's contract terms and conditions (within the sample City *Master Services Agreement for On-Call Engineering Services* provided in Appendix IV), all relevant exhibits and attachments, and any other components made a part of this RFQ and 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(s) issued by the City will define a term date by which the services will begin and be provided repeatedly over a specific period defined in the contract. The details of the contract term and any options to renew or extend the contract will be stated in the contract issued by the City. See Appendix IV for a sample-version of the City's Master Services Agreement.

4 SCOPE OF SERVICES

The City intends to award one or more Master Services Agreements (MSA) for the services as identified in this RFQ. The MSA will serve as an umbrella contract under which work will be performed for the City as needed, on an on-call basis, as described in mutually agreed upon Statements of Work (SOW). The SOW will provide the specific scope, cost, and schedule for each work assignment under the MSA.

The awarded firm(s) shall provide the services, all as set forth in this RFQ, and more particularly as described in this Section 4 below:

- 1) *Field surveys and property/right-of-way surveys including necessary research at the Register of Deeds Office, and the City of Raleigh Planning Department.*
- 2) *Geotechnical engineering consultation and/or construction material testing to be conducted by NC Department of Transportation certified staff on the respective project sites and in a testing laboratory. Such testing includes, but is not limited to, compression testing on concrete material as well as material certification and density testing on soil, stone and asphalt materials. Testing may include,*
 - *Standard Proctor (Soil and ABC)*
 - *Subgrade compaction (top 8")*
 - *Shelby tube for ditch compaction*
 - *ABC Compaction (Field Density by Nuclear Gauge)*
 - *ABC gradation*
 - *Asphalt core thickness*
 - *Remolded Marshall Test and Specific Gravity*
 - *Asphalt extraction with gradation and asphalt content*

Testing and engineering reports will also be provided as requested.

- 3) *Geotechnical investigation to provide data on the quality of native soils, rock and for use in providing pavement design recommendations.*
- 4) *Subsurface utility engineering (SUE) work, including the ability to apply for and receive approval to perform street cuts for test holes per Raleigh Municipal Code section 11-6001 Permit and regulations for working in, upon, over, under or adjacent to the streets and sidewalks which includes providing a minimum \$5,000 bond for street cuts.*
- 5) *Review/approve shop drawing submittals from Contractor.*
- 6) *Construction administration services. Although a full scope of construction administration service is not currently anticipated, the City may desire these services added as a supplement to each project at a later date. Incidental to the design services, the consultant is expected, in the role of the Engineer of Record,*

to answer bidders' questions regarding the contract documents, attend bid opening meeting, review for approval any design deviation solutions that are proposed by the City's Project Manager when required by field conditions. The consultant is also expected to address contractor's RFI's, issue change orders and resolve conditions that were not addressed during the design.

- 7) Construction Engineering and Inspections services. Must perform activities to include, but not limited to, inspection, materials sampling, materials testing, surveying grade verification, documentation of pay quantities, erosion control and permit compliance, safety compliance and claims avoidance.*

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. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. 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)

DC202500000 Master Services Agreement (MSA) for On-Call Roadway Design and Construction Services

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 their 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

DC202500000 Master Services Agreement (MSA) for On-Call Roadway Design and Construction Services

(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, **Benjamin Possiel, PE** via email to **benjamin.possiel@raleighnc.gov** no later than **5:00 p.m. ET, 11/25/2025** 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 SAMPLE CONTRACT

NORTH CAROLINA
WAKE COUNTY

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS CONTRACT (the "Contract") is entered into by and between _____, hereinafter referred to as the "Service Professional", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, for purposes of this Contract, the Service Professional is a person or entity which is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes of North Carolina, or any such other statute or regulation hereafter enacted that regulates the practice of architecture, landscape architecture, engineering, land surveying, geology, or soil science in the state of North Carolina; and

WHEREAS, the City desires to procure a Service Professional to perform services; and

WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, the City has agreed to engage the Service Professional, and the Service Professional has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Service Professional, and other good and valuable consideration, the Service Professional and City do contract and agree as follows:

1. Scope of Services/Description of Project

The City desires to have the Service Professional perform various tasks under this Contract and any applicable Statements of Work (SOW) (as defined in this Section 1).

Tasks to be performed under this Contract and any applicable Statements of Work include the following:

- [enter scope/description of work info]

These tasks also may be performed by subconsultant(s) to the Service Professional as such subconsultant(s) are identified in the Statements of Work.

The Service Professional shall serve as the City's professional services representative in those tasks of the project to which this Contract and any applicable Statements of Work apply and shall give consultation and advice to the City during the performance of its services.

The Service Professional shall provide those services to the City that are more particularly described in applicable statement(s) of work to be negotiated and entered into by the parties (all such statement(s) of work are collectively referred to herein as "Statements of Work") after the execution of this Contract, which Statements of Work shall incorporate by reference the terms and conditions of this Contract.

Attached hereto as **Exhibit A** and incorporated herein by reference is an agreed upon form of a **Statement of Work** which shall be used for each subsequent Statement of Work to be executed by the parties for services to be provided under this Contract and that Statement of Work. Also attached hereto and incorporated herein by reference are an **Hourly Rate Schedule, as Exhibit B**, which shall apply to all services provided under this Contract and any applicable Statements of Work to be entered into by the parties as contemplated by this Contract, and a **Testing Rates Schedule, as Exhibit C**, which shall apply to all testing services provided under this Contract and any applicable Statements of Work to be entered into by the parties as contemplated by this Contract.

The Service Professional now has or will secure at its expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Contract and any applicable Statements of Work. Such personnel are not employees of, nor have they any direct contractual relationship with, the City.

No subconsultant work is authorized for which the City will incur any costs beyond those agreed upon and set forth in Section 4, below.

2. Responsibilities of the City

It is understood that certain responsibilities, as required, may be performed and/or furnished by the City. These City responsibilities may include the following:

- 2.1. Assist the Service Professional by placing at their disposal all available information pertinent to the project, including previous reports and other relative data.
- 2.2. Assist in gaining access to and making all provisions for the Service Professional to enter upon public and private property as required for performance of its services as described herein and in any applicable Statements of Work.
- 2.3. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by the Service Professional, obtaining advice of legal counsel and/or such other consultants as the City deems appropriate in its sole discretion for such examination.
- 2.4. Give written notice to the Service Professional whenever City employees who are assigned to work on the project observe or otherwise become aware of any problems or changed circumstances in the project.
- 2.5. Furnish the Service Professional with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Service Professional.
- 2.6. Designate in writing a person to act as City's representative with respect to the work to be performed under this Contract; such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Contract and any applicable Statements of Work.
- 2.7. The City shall provide to the Service Professional such information as is available to the City for the rendering of services hereunder and any applicable Statements of Work. The Service Professional may rely on the sufficiency of such information.
- 2.8. Insofar as any of the above City responsibilities are necessary for the Service Professional's performance of their obligations under this Contract, the City shall be responsible for performing such City responsibilities in a satisfactory and timely manner so as not to delay the Service Professional in its performance of the services contracted hereof and described in the applicable Statements of Work.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract and any applicable Statements of Work shall commence as directed by the City. In performing the services described in this Contract and the applicable Statements of Work, it is mutually agreed that time is of the essence. The Service Professional shall complete all work by or before the expiration date of the Contract. This Contract shall be valid for three (3) years from the date of the City's execution of the Contract ("Effective Date") unless extended by both parties by written amendment.

Notwithstanding the above, the time for completion of work within any individual Statements of Work shall be set forth in the applicable Statements of Work. If the Statement of Work is silent regarding when the work must be completed, such work shall be completed within the term stated above. If an individual Statement of Work indicates a completion date beyond the expiration of this Contract, the terms and conditions of this Contract shall apply and remain in effect until the work on the individual Statements of Work are completed.

4. Compensation; Time of Payment

For services to be performed hereunder and in the applicable Statements of Work, the City shall pay the Service Professional a not to exceed total contract amount of \$ _____ (the "Contract Amount"), unless changed by a duly authorized amendment.

The cumulative contract amounts for all of the applicable Statements of Work shall not exceed the Contract Amount stated in the paragraph immediately above established in this Section 4 without a duly authorized amendment to this Contract.

The standard City of Raleigh payment term is NET 30 days from the date of the City's approval of the invoice. Send all invoices electronically by email to accountspayable@raleighnc.gov (or send by mail to: City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590), and follow any additional invoice instructions as provided on the individual Statements of Work (SOW).

All invoices must include the Purchase Order Number listed on the Statement of Work (SOW) for the work being invoiced. Invoices submitted without the correct purchase order number will result in delayed payment.

4.1. Compensation:

Compensation for each service that the Service Professional shall provide to the City shall be documented and set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, lump sum basis, or a combination of the two depending on the nature of the task and specificity of the task scope, which will be negotiated for each task and identified in each applicable Statement of Work.

4.1.1. Lump sum fees, when applicable, shall be negotiated upon development of a detailed scope for the respective task(s) or portions thereof to be included in a Statement of Work.

4.1.2. For work performed on an hourly basis the City shall be billed in accordance with the hourly rate schedule in **Exhibit B**. The Service Professional shall be entitled to a one-time submittal of an updated hourly rate schedule, which submittal shall not occur any earlier than twelve (12) months from the date of execution of this Contract, subject to the review and approval of the City in its reasonable discretion, and after approval will be incorporated with an updated Exhibit B to be attached to a duly authorized amendment to this Contract which replaces Exhibit

4.1.3. B attached hereto.

4.2. Timing of Payment to Service Professional:

As provided elsewhere in this Section 4, the City shall pay the Service Professional within thirty (30) days from the date the City approves an invoice from the Service Professional. Any additional instructions for payment associated with a Statement of Work shall be included and set forth in the applicable Statement of Work.

5. Standard of Care

The standard of care for all professional services performed or furnished by the Service Professional under this Contract and any applicable Statements of Work will be the care and skill ordinarily used by members of the Service Professional’s profession practicing under similar conditions at the same time and in the same locality.

6. Notices

Except as otherwise expressly provided in this Contract, all notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh

Attn:
Title:
Address 1: P.O. Box 590
Address 2: Raleigh, NC 27602
Telephone:
E-mail:

Contractor

Attn:
Title:
Address 1:
Address 2:
Telephone:
E-mail:

7. Non-Discrimination

- 7.1. 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.
- 7.2. 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.

8. Assignment

Neither the City nor the Service Professional shall 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 Service Professional, except such other rights as may be specifically called for herein.

9. Applicable Law

Both the City and the Service Professional, for themselves and their respective agents, officials, employees, and servants, hereby acknowledge and agree that this Contract shall be governed and construed in accordance with the applicable laws of the State of North Carolina, without regard to its choice of law provisions, and no other.

The proper, sole, and exclusive venue for any civil action arising out of or in any way related to this Contract shall be the federal or state courts sitting in Wake County, North Carolina.

10. Insurance

The Service Professional 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 the Service Professional is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Service Professional under this Contract.

10.1. 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.

10.2. 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 the Service Professional does not own automobiles, the Service Professional 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 in any applicable Statements of Work and/or are brought on a City site.

10.3. Worker's Compensation & Employers Liability:

Service Professional agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

10.4. Additional Insured:

Service Professional 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 minimum liability limits for General Liability and Automobile Liability. The Additional Insured shall read "City of Raleigh is named additional insured as their interest may appear".

10.5. Certificate of Insurance:

Service Professional agrees to provide the City with 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 the Service Professional's insurer.

If the Service Professional 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, the Service Professional 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

10.6. Umbrella or Excess Liability:

Service Professional 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. The Service Professional agrees to endorse the City 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.

10.7. Professional Liability:

Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes of North Carolina or when otherwise required by the City.

10.8. All insurance companies must be authorized to do business in North Carolina and be acceptable to the City's risk manager.

11. Indemnity

11.1. To the fullest extent allowed by law, the Service Professional 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 Service Professional, the Service Professional's agents, or the Service Professional's employees.

11.2. In matters other than those covered by subsection 11.1., above, and to the fullest extent allowed by law, the Service Professional 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 Service Professional or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

11.3. 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 Service Professional or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

11.4. Only to the extent provided pursuant to a policy of insurance, the Service Professional shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Service Professional or its Derivative Parties is a proximate cause of such claims.

11.5. The Service Professional's duty to indemnify, defend, and hold harmless described hereinabove shall survive the

termination or expiration of this Contract.

11.6. Definitions:

- 11.6.1. For the purposes of this Section 11, 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.
- 11.6.2. For the purposes of this Section 11, 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.
- 11.6.3. For the purposes of this Section 11, the term “Derivative Parties” shall mean any of the Service Professional’s subconsultants, agents, employees, or other persons or entities for which the Service Professional may be liable or responsible as a result of any statutory, tort, or contractual duty.

12. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Service Professional 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 Service Professional.

- 12.1. The Service Professional shall maintain the right of reuse to any drawings or specifications provided or furnished by the Service Professional. 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.
- 12.2. 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.
- 12.3. 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 Service Professional’s performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Service Professional’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor’s scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 6, above, as part of the contact information for the Contractor representative identified in Section 6, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

13.1. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

13.2. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor’s scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time. Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive

web accessibility, which include the following:

- 13.2.1. Using proper headings and lists
- 13.2.2. Using unique links
- 13.2.3. Using alternative text and captions
- 13.2.4. Using more white space
- 13.2.5. Dividing content into more manageable pieces
- 13.2.6. Making forms manageable by breaking them into multiple, sequential steps
- 13.2.7. Providing a logical reading order
- 13.2.8. Being consistent with fonts, colors and locations of page elements
- 13.2.9. Offering keyboard access
- 13.2.10. Offering content in multiple formats
- 13.2.11. Understanding minimum contrast

13.3. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- 13.3.1. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

13.4. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- 13.4.1. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- 13.4.2. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 - 13.4.2.1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 - 13.4.2.2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 - 13.4.2.3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables)

14. Advertising

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

15. 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.

16. 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 and any applicable Statements of Work, 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, governmental orders related to a public health condition, 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.

17. Cancellation

- 17.1. The City may terminate this Contract at any time by providing thirty (30) days written notice to the Service Professional. In addition, if the Service Professional 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 Service Professional and termination will be effective upon receipt by the Service Professional. The Service Professional shall cease performance immediately upon receipt of such notice.
- 17.2. In the event of early termination, the Service Professional 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 shall the total amount due to the Service Professional under this Section 16 exceed the total amount due the Service Professional under this Contract. The Service Professional 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 Service Professional 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.
- 17.3. 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.

18. Laws/Safety Standards

The Service Professional 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.

- 18.1. The Service Professional must comply with North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29 CFR 1910). In addition, the Service Professional shall comply with all applicable occupational health and safety and environmental rules and regulations.
- 18.2. The Service Professional shall effectively manage its safety and health responsibilities including:
 - 18.2.1. Accident Prevention:
Prevent injuries and illnesses to its employees and others on or near the job site. The Service Professional's managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
 - 18.2.2. Environmental Protection:
Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.
 - 18.2.3. Employee Education and Training:
Provide education and training to all of its employees and subconsultant employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

19. 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 Service Professional are subject to the public records laws of the State of North Carolina and it is the responsibility of the Service Professional 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. The Service Professional 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 Section 18, the provisions of this Section 18 shall control.

20. Miscellaneous

- 20.1. The Service Professional 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.
- 20.2. The Service Professional 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. The Service Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract and any applicable Statement(s) of Work. Such employees shall not be employees of or have any individual contractual relationship with the City.

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

21. Right of Audit and Examination of Records

- 21.1. The City may conduct an audit of any services performed and fees paid subject to this Contract and any applicable Statement(s) of Work. 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.
- 21.2. The Service Professional 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.
- 21.3. "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.
- 21.4. 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.
- 21.5. The Service Professional shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 21.6. 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.
- 21.7. The Service Professional shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 21.8. The Service Professional 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.

22. E – Verify

The Service Professional 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 in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of the Service Professional's knowledge, any subconsultant employed by the Service Professional 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.

23. Iran Divestment Act Certification

The Service Professional 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, the Service Professional shall not utilize in the performance of the Contract any subconsultant that is identified on the final divestment list.

24. Companies Boycotting Israel Divestment Act Certification

The Service Professional 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. § 147-86.81.

25. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire contract between the parties and suspend all prior oral or written statements, agreements, or contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- **Exhibit A:** Statement of Work form
- **Exhibit B:** Hourly Rate Schedule
- **Exhibit C:** Testing Rates Schedule

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail (unless otherwise provided in this Contract).

The remainder of this page remains blank intentionally.

WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

Service Professional:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

_____(SEAL)
Signature

Signature

Name

Name

Title

Title

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

_____(SEAL)
City Clerk (or designee)

Name

Title

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

Chief Financial Officer (or designee)

City of Raleigh Contract Number: _____

Exhibit A: Statement of Work

NORTH CAROLINA
WAKE COUNTY

STATEMENT OF WORK FOR MASTER SERVICES AGREEMENT (Statement of Work Number: _____)

This Statement of Work (“SOW”) is entered into by and between _____, (the “Service Professional or Architect or Engineer”) and the City of Raleigh (the “City”) under the terms and conditions of the Master Services Agreement (MSA) contract between the Engineer and the City dated _____ (the “Contract”), which is hereby incorporated by reference.

This SOW is part of the Contract and shall be governed by the terms and conditions stated herein and by the terms and conditions of the Contract. In the event of a conflict between the terms of this SOW and the Contract, the provisions of the Contract shall control.

1. Scope of Services

In accordance with the terms of the Contract, the City directs the Engineer to perform the following work:

-

2. Schedule/Time of Performance

The Engineer shall begin work upon the City signature of this Statement of Work (the “effective date”) and shall complete performance of the services described above by no later than _____.

Notwithstanding the above, the time for completion of work within any individual Statements of Work shall be set forth in the applicable Statements of Work. If the Statement of Work is silent regarding when the work must be completed, such work shall be completed within the term stated above. If an individual Statement of Work indicates a completion date beyond the expiration of this Contract, the terms and conditions of this Contract shall apply and remain in effect until the work on the individual Statements of Work are completed.

3. Compensation; Time of Payment

Total compensation to the Engineer for the work described above shall not exceed _____ unless changed by a duly authorized amendment.

3.1. The standard City of Raleigh payment term is NET 30 days from the date of invoice.

3.2. Email all invoices to accountspayable@raleighnc.gov and _____@raleighnc.gov (or mail invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590).

3.3. All invoices must include the following Purchase Order Number _____. Invoices submitted without the correct purchase order number will result in delayed payment.

4. E – Verify

The Engineer 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.

5. Iran Divestment Act Certification

The Engineer 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.

6. Companies Boycotting Israel Divestment Act Certification

The Engineer 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. §147-86.81.

The remainder of this page remains blank intentionally.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work by digital signature, under seal, on the respective dates below, and this Statement of Work shall be effective upon the date of the City's signature.

Service Professional:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

Signature (SEAL)

Signature

Name

Name

Title

Title

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

City Clerk (or designee) (SEAL)

Name

Title

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

Chief Financial Officer (or designee)

City of Raleigh Contract Number _____