



Request for Qualifications # 274-2025-CM-P-05

Title: Multi-Project RFQ for Commissioning Services for:

- **John Chavis Memorial Park Aquatic Center**
- **Tarboro Road Park Redevelopment**
- **Sertoma Arts Center Improvements**

Issue Date: 01/30/2025

Due Date: 02/28/2025 not later than 4pm ET

Issuing Department: Engineering Services Department

Direct all inquiries concerning this RFQ to:

Kevin Roberts

Senior Construction Project Manager

Email: Kevin.Roberts@Raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh is soliciting Requests for Qualifications (RFQ) from firms with expertise in the commissioning of community centers, aquatic facilities, art centers, and or other municipal buildings to provide commissioning services for multiple Park Projects. Project listing is as follows:

- John Chavis Memorial Park Aquatic Center
- Tarboro Road Park Redevelopment
- Sertoma Arts Center Improvements

A detailed scope of services is provided in Section 4 Scope of Services.

The City reserves the right to select and award a single commissioning contract for all the projects, or select and award multiple commissioning contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.

Information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal System (NC eVP) 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
Kevin Roberts	Kevin.Roberts@Raleighnc.gov

Questions submitted via telephone will not be answered.

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 Engineering Services Department is recognized as a leader in providing full-service, comprehensive engineering and facility operational services for the City. The department’s vision focuses on innovative, efficient, and effective management and delivery of modern public infrastructure assets for the Raleigh community. This is accomplished through strategic planning, key partnerships, teamwork, and collaborative implementation leading to focused, measurable, and beneficial results and outcomes.

Through strategic alignment within Engineering Services Department and across the City team, capital improvement projects seek to incorporate leading sustainable and resilient infrastructure and natural resource management practices that protect and add to the vibrancy and quality of life in Raleigh.

The projects listed for commissioning services solicitation are selected from the City of Raleigh Parks, Recreation and Natural Resources – Park Bond 2022. This bond was approved through ballot voting by the citizens of Raleigh, NC. Only projects listed in this submittal are included in the request for qualifications.

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	01/30/2025
Pre-Submittal Conference	02/13/2025 at 10:00am
Deadline for written questions	02/14/2025 by 3:00 pm
City Response to Questions (anticipated)	02/21/2025
Submittal Due Date and Time	02/28/2025 by 4:00 pm
Evaluation Meeting (anticipated)	March 2025
Interviews (if required)	March 2025
Selection Announcement (tentative)	March 2025

1.4 Pre-Submittal Conference

The City will conduct a Pre-Submittal Conference. Attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to prepare written questions in advance of the conference. The Pre-Submittal Conference will be conducted virtually on Microsoft Teams on 02/13/2025 at 10:00 am. Contact Kevin Roberts at Kevin.Roberts@Raleighnc.gov by 4:00 pm on 02/12/2025 to obtain the Pre-Submittal Conference link.

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 inquires. 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
Kevin Roberts	Kevin.Roberts@Raleighnc.gov

Questions submitted via telephone will not be answered.

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: Kevin Roberts Engineering Services /Construction Management – Parks Division PO Box 590 Raleigh, NC 27602 RFQ No. 274-2025-CM-P-05 (Allow adequate time for US Postal Service delivery to reach the contact above. This could require several days. Other delivery methods are encouraged).	City of Raleigh ATTN: Kevin Roberts Engineering Services /Construction Management – Parks Division 222 W. Hargett St., Suite 400 Raleigh, NC 27601 RFQ No. 274-2025-CM-P-05

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. 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. 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 will not accept exceptions to the RFQ. The City’s standard contract will be used for each project. No modifications to the City’s standard contract language will be accepted. **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.

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 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 any and 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.

1.14 Federal Funding Requirements

The services and materials to be provided under this contract may be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices may apply to this contract. The most recent of such Federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the Federal Government determines otherwise. The Federal provisions and requirements identified in Appendix VI (Federal Provisions and Requirements) may be applicable to this contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

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. Proposers are not required to be considered and evaluated for ALL the projects stated within the RFQ and therefore the proposer must identify the projects they are requesting consideration and evaluation within a single qualifications package. Read the qualification package instructions carefully. Proposers must list the projects for which the proposer is submitting and provide the required qualifications related to the project or projects.

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 the project(s). **List, in bold, the projects for which the proposer is submitting.** This letter should be presented on the firm's official letterhead, including a signature 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.

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 to Seven (5 to 7) years, accompanied by at least one (1) owner reference and one general contractor reference (as applicable). The contact references should include the full name of the person, 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. **For multiple project submission, place the project name at the top of the applicable pages.** 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. In addition, provide three (3) reference questionnaires in accordance with the requirements in Appendix III.

For at least three (3) projects, provide detailed project summaries, including the following, as applicable:

- a. Description of the project including scope.
- b. Description of services rendered by the Consultant or team firm.
- c. Degree of involvement (prime Consultant or Sub-consultant).
- d. Associate firms involved and their assigned responsibilities.
- e. Key principal and associate staff members involved, along with their assigned responsibilities.
- f. Project design and construction schedule (initial schedule and actual/final schedule), including an explanation of delays, if any.
- g. Description of role in design, and commissioning specification development and roles during construction. Describe role in functional system testing and documentation. Describe role in owner training and documentation.
- h. For each project for which detailed information is provided, designate which of the following activities were performed on each project and who performed the activity:
 - i. Assisted in development of owner project requirements.
 - ii. Reviewed designs and provided comments and recommendations to the owner during design phase.
 - iii. Managed the LEED design and construction documentation.
 - iv. Authored the commissioning plan.
 - v. Authored commissioning specifications for design/construction team.
 - vi. Inspected and maintained an issues log for construction.

- vii. Authored functional test procedures.
- viii. Witnessed and documented start-up and functional tests.
- ix. Performed functional testing.
- x. Witnessed and tested sequence of controls for equipment and systems for proper operation.
- xi. Managed and performed building envelope testing.
- xii. Managed building automation system integration.
- xiii. Managed testing and integration of communications, security, network and technology systems.
- xiv. Developed or approved staff or occupant training.
- xv. Reviewed completed O&M manuals.
- xvi. Establish project budget and responsible for final project cost.

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 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. **For multiple project submissions, place the project name at the top of the applicable pages. Provide Project Understanding, Approach and Schedule for each project submission.**

Capability to perform services in a timely manner and to comply with the schedule developed for completion of the project(s) shall be noted. Capability to provide input for a project schedule to manage all commissioning phases of the project shall be noted. Understanding of the sequence and durations of required design and construction activities and the ability to manage specialty and other sub-consultants for commissioning services shall be noted. Consultant shall note capability to provide commissioning input for plan and specification development and permit requirements. Experience with meeting LEED Silver, utility considerations, and energy conservation goals shall be noted. Describe the firm's systems and information coordination used during the production of construction documents and

Project Manual to provide quality documents. Note experience with bidding and award procedures and working with construction manager at risk project delivery shall be noted. Experience with performing review of equipment for compliance with submittal requirements and with performing functional testing of a wide variety of equipment and systems during construction shall be noted. The ability to perform timely commissioning services during construction shall be noted.

The Consultant shall briefly address its management approach and philosophy; address its in-house quality control procedures to manage the commissioning process for itself and sub-consultants; address its procedures for cost control; and address methods and coordination of in-house disciplines and sub-consultants. Include a narrative statement that sets out the management plan the Consultant intends to follow that illustrates how its plan will serve to accomplish the work and meet the City's project goals in a timely and economical manner. The experience and expertise of the Consultant's project management staff shall be indicated.

Experience with management of projects through construction completion shall also be noted. Provide a descriptive summary as to your firm's approach to the following items including, including experience with various software systems, but not limited to the information noted below:

- a. Describe your firm's approach to handling Requests for Information (RFI) during construction.
- b. Describe your firm's approach for submittal management to review and comment on submittals and shop drawings to insure accuracy and timeliness.
- c. Describe how your firm implements plan and specification changes, and special instructions that may occur during the construction.
- d. Describe how your firm performs and documents project inspections and process for management of deficiency items noted during inspections.
- e. Describe how the project team proposes to use technology and different systems to help manage, test, inspect, and control the project.
- f. Procedures for managing necessary changes that may be required during construction to maintain budget constraints for the project.

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 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. **For multiple project submissions, place the project name at the top of the applicable pages and identify Provide Firm Team Members, Experience and Certification/Qualifications for each project submission.**

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

Please include a brief narrative of projects in which your firm has 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
- d. Has your company been involved in any suits or arbitration with other agencies, individuals or organizations within the last five years? ___Yes ___No

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.

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 separately for each project:

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 Issues and/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, the Federal provisions and requirements, 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 awarded from this RFQ shall be effective upon the date of the City’s signature (the “Effective Date”) and remain effective until the work is completed.

The estimated timeframe and competition for the work stated in this RFQ varies by project. The City intends to negotiate contract(s) for each project promptly upon selection of firm(s) and to begin commissioning work promptly upon execution of contracts. All of the projects in this RFQ are currently under design. The construction of all projects in this RFQ is anticipated to be complete before December 31, 2029.

4 SCOPE OF SERVICES

Awarded firm shall provide services, all as set forth in this RFQ and more particularly described in this Section 4. **The City reserves the right to select and award a single commissioning contract for all the projects, or select and award multiple commissioning contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.**

The purpose of this RFQ is to invite commissioning firms to express interest and demonstrate qualifications in providing commissioning services for projects listed in this section. These commissioning services may include but not be limited to the tasks described below in this section as well as the services listed in Appendix VIII, Example Commissioning Scope. Negotiated commissioning services for each project may vary.

Proposed offerors must prove that they possess the requisite licensure, experience, skills, and technical and administrative capability to provide commissioning services on the project(s). The owner is committed to commissioning the facilities to ensure that all systems are well designed, complete, and functioning properly upon occupancy, and that the owner's staff has adequate system documentation and training.

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner, occupants, and operators. To reach this goal, it is necessary for the commissioning process to establish and document the owner's project requirements; to establish criteria for systems function, performance, and maintainability for design intent and owner project requirements; and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, the firm will help to ensure that a complete set of operation and maintenance (O&M) manuals, as well as training on system operation, is provided to the building operators to ensure the building continues to operate as intended.

The Commissioning Agent or Commissioning Authority (CA) will be involved throughout the project from the design through the warranty phase. The CA is to help develop detailed owner project requirements, commissioning specifications, review and comment on the proposed designs and systems and provide recommendations to ensure they meet the owner's objectives. During construction, the CA develops and coordinates the execution of a commissioning and testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the owner's requirements and the contract documents.

The firm selected from this solicitation will work with the owner and the design team to provide building commissioning and other services as may be defined. The City's current

sustainability standard is for new buildings in excess of 10,000 SF to be designed and constructed to meet LEED Silver standards. It is anticipated that enhanced commissioning services will be provided on these projects with the CA becoming engaged during the design phase. Depending upon the project, commissioning may involve a wide variety of mechanical, electrical, and plumbing (MEP) equipment and systems, building envelope, communications, fire alarm systems, and other items.

Depending upon the project, the selected firm may also review technology systems proposed for these new and renovated facilities. This may include the infrastructure for video, data, communications, network and voice technologies required by the City. Components to be considered may include a new internal network for the facility including any supporting equipment, cabling and outlets that might be required and external network connections that may be required.

Technology requirements for the facility, depending upon the project, may include network infrastructure to support video conferences, video recording, security, access control, alarm systems and or radio transmission and communication systems.

It is understood that the consultant may engage other professional firms in support of this project. These sub-consultants must be duly licensed to work in the state of North Carolina as may be required for their particular service. Sub-consultants presented as members of the design team within the response to the RFQ may not be substituted without written approval from the City.

As applicable during the construction phase, Sub-consultants are responsible for performing the appropriate level of commissioning construction administration and oversight for work performed under their responsible charge.

A description of each project follows.

4.1 John Chavis Memorial Park Aquatic Center

John Chavis Memorial Park is located at 505 Martin Luther King Jr. Blvd., Raleigh NC, and is home to the Allan Herschell No. 2 Special Three-Abreast Carousel since 1937. In April 2016, John Chavis Memorial Park was added to the National Park Service's National Register of Historic Places. The park includes a half-mile section of the Capital Area Greenway Trail. Funded by the 2022 Parks Bond, John Chavis Memorial Park Aquatic Center will feature a new aquatic center development for all ages with indoor and outdoor facilities for recreation, competition, and wellness opportunities with reconfigured new parking spaces and improved Heritage Plaza with public art and interpretive displays.

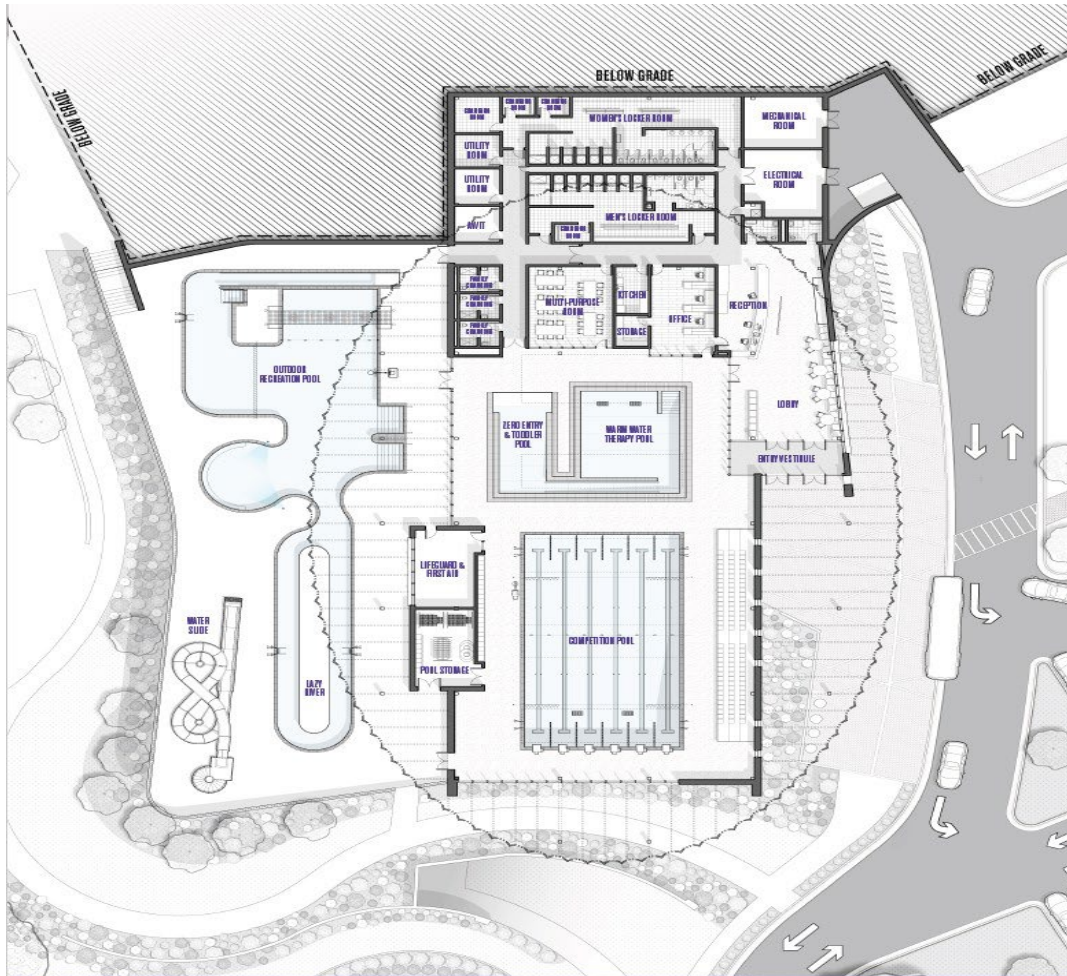
The total project budget for this project is approximately \$54M. The project has recently completed the schematic design phase. The project is projected to begin construction in 2027 and complete construction by mid-2029 via Construction Manager at Risk (CMAR) delivery. The schematic design exterior rendering and floor plan follow.



AQUATICS CENTER EXTERIOR VIEW

JOHN CHAVIS MEMORIAL PARK PHASE II





AQUATICS CENTER FLOOR PLAN

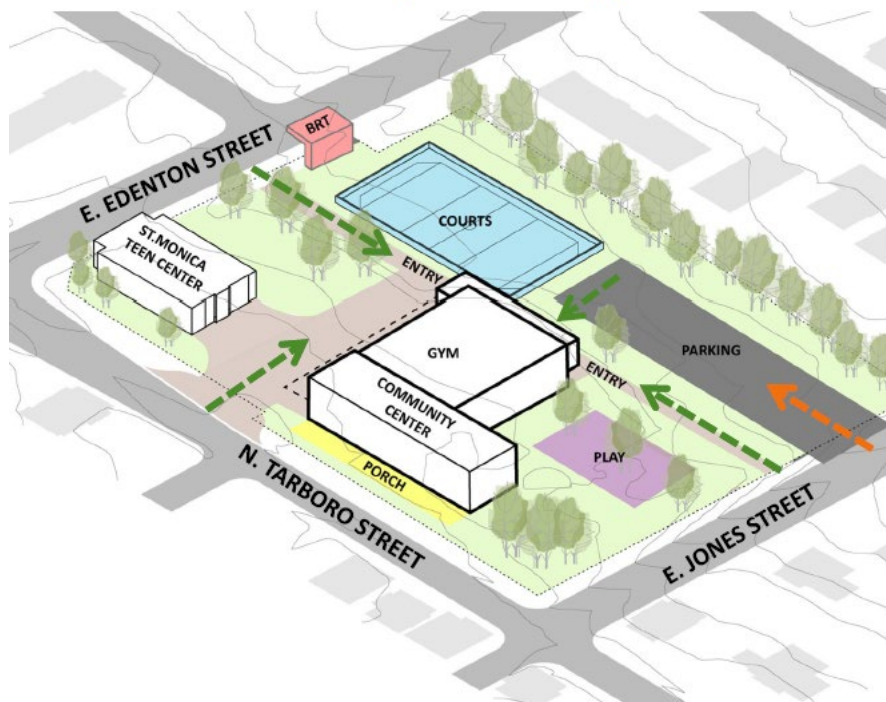


4.2 Tarboro Road Park Redevelopment

Tarboro Road Park, located at 121 N. Tarboro Rd., Raleigh, NC, is an existing 3.2-acre park with a community center, St. Monica Teen Center, a picnic shelter, tennis courts, and a playground. The Saint Monica Teen Center building, located adjacent to Tarboro Road Park, is located at 15 N. Tarboro St., Raleigh, NC 27610 and was originally built in 1930 as part of the Saint Monica Catholic School and later served as home to the New Bern Avenue Day Care. Saint Monica Teen Center opened its doors to the teens of Raleigh on February 11, 2011. The 2022 City of Raleigh Parks Bond allocates funding for complete redevelopment of Tarboro Road Park including demolition, construction of a new community center, new outdoor amenities with associated site and stormwater enhancements, recreational features, improvements to the St. Monica Teen Center and pedestrian access to the planned Wake BRT: New Bern Avenue station that is planned to be located on the south side of the park parcel.

The total project budget for this project is approximately \$29.3M. The project has recently completed the concept design phase. The project is projected to begin construction in 2027 and complete by 2029 via Construction Manager at Risk (CMAR) delivery. A concept design figure follows.

Concept Design



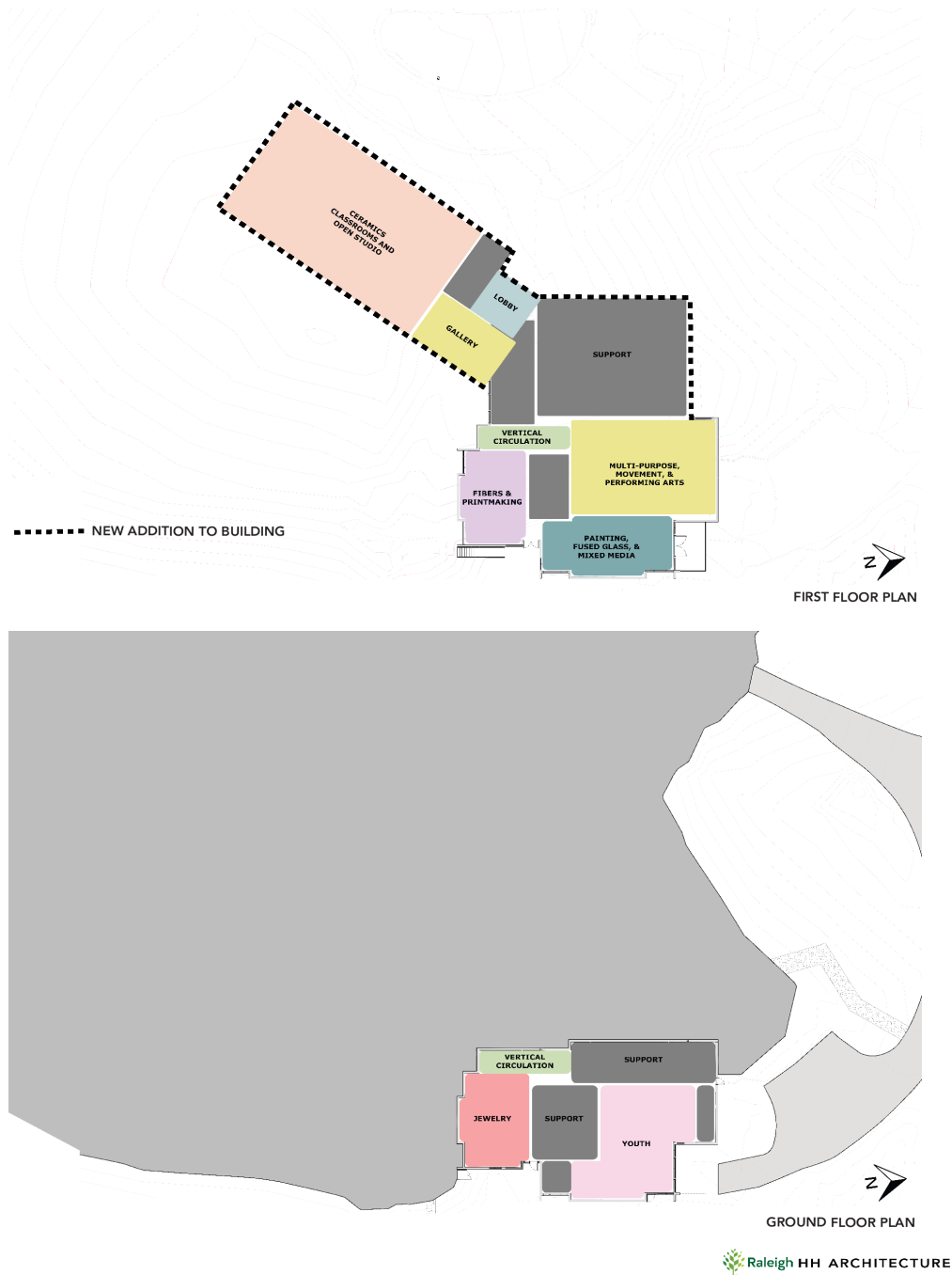
4.3 Sertoma Arts Center Improvements

The Sertoma Arts Center is located within Shelley Lake Park at 1400 W. Millbrook Rd. Raleigh, NC 27612. The property was purchased or developed in part with Land and Water Conservation Funds, which has ongoing implications for the park. The Arts Center was built in 1978 and is approximately 13,296 sq ft in size. Sertoma offers programming in a wide range of visual and performing arts mediums, ranging from painting, drawing, printmaking, ceramics, fiber/sewing, glass, and metalworking in its professionally equipped ceramic, metalworking, and painting studios. In addition, Sertoma hosts exhibitions, studio spaces, groups, and community outreach events. This project includes an update and expansion of the existing art center to address building improvement needs, growing programming demands, universal design, including AV and technology to accommodate hybrid meetings, and sustainable practices including EV charging stations and green stormwater infrastructure (GSI).

The total project budget for this project is approximately \$15.2M. The project is currently in the concept design phase. The project is projected to begin construction in 2026 and complete by mid-2028 via Construction Manager at Risk (CMAR) delivery.

A concept design figure follows.

CONCEPT BLOCK DIAGRAM



Sertoma Arts Center Concept Block Diagram

Note: The City reserves the right to select and award a single commissioning contract for all the projects, or select and award multiple commissioning contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.

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 Form

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)

Request for Qualifications #274-2025-CM-P-05, Multi-Project RFQ for Commissioning Services for: John Chavis Memorial Park Aquatic Center, Tarboro Road Park Redevelopment, and Sertoma Arts Center Improvements

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

Request for Qualifications #274-2025-CM-P-05, Multi-Project RFQ for Commissioning Services for: John Chavis Memorial Park Aquatic Center, Tarboro Road Park Redevelopment, and Sertoma Arts Center Improvements

(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, **Kevin Roberts**, via email to **Kevin.Roberts@Raleighnc.gov** no later than **4:00 p.m. ET, February 28, 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 V

City of Raleigh 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 (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, 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 Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

3. Opinions of Probable Construction Cost

Engineer's Opinions of probable Construction Cost provided for herein are to be made on the basis of 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, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, 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 Cost, City may employ an independent cost estimator.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 employees 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. 147-86.81.

APPENDIX VI

City of Raleigh Federal Contract Provisions and Requirements

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

“Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988

(41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

APPENDIX VII

Submittal Checklist

Firm name: _____

RFQ Title: Multi-Project RFQ for Commissioning Services for: John Chavis Memorial Park Aquatic Center, Tarboro Road Park Redevelopment, and Sertoma Arts Center Improvements

RFQ Number: 274-2025-CM-P-05_____

(Check the box for each project submission)

John Chavis Memorial Park Aquatic Center

Tarboro Road Park Redevelopment

Sertoma Arts Center Improvements

Paper Submittal: five (5) signed hard copies of the proposer's qualifications package including MWBE Appendix IV and all other required documentation.

Electronic Submittal: Two (2) electronic versions, viewable and printable Portable Document File format (PDF) on separate flash drive storage devices. **One (1)** electronic version, viewable and printable Portable Document File format (PDF) on a separate flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate envelope, marked confidential

Confidential Submittal: One (1) hard copy and **One (1)** electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.

Reference Questionnaire Electronic Submittal requirements- Refer to Appendix III

APPENDIX VIII

Example Commissioning Scope of Work

1. Scope of Work (Commissioning)

The Engineer, also referred to as Commissioning Agent or Commissioning Authority (CA), shall provide complete Building Commissioning Services, including but not limited to the following work for each phase of the project:

- a. The CA will serve as the Owner's professional technical representative in those tasks of the Project to which this Contract applies and will give consultation and advice to the Owner during the performance of its services. The CA shall perform third-party commissioning and shall serve as the commissioning authority for the project. The CA shall be a registered professional engineer licensed in the State of North Carolina.
- b. The CA shall work with the Owner and Designer and shall prepare and complete the Owners Project Requirements (OPR) document during the design process and shall ensure these items are addressed to meet the Owner's needs during all phases of the design development and construction process. The OPR shall be updated during the course of design and construction to ensure it is complete and accurate.
- c. CA shall develop a Commissioning Plan for the Project design development and construction phases. The plan shall address organization, responsibilities, design reviews, specification development, procedures, checklists, reports, construction submittals/shop drawings and reviews, and other data for commissioning of the project. The plan shall also include procedures to incorporate LEED requirements and certification into project, including sustainable design and energy conservation initiatives.
- d. The CA shall work with the Owner, design team and construction CMAR to provide building commissioning services in accordance with LEED, Fundamental and Enhanced commissioning requirements, as well as the terms of this contract for commissioning services for this project.
- e. The CA shall provide project commissioning specifications and reports in Microsoft Word format. The CA shall utilize a CSI Master Format-based specification system to develop the commissioning specifications and contract documents, subject to specific contract and specification provisions and revisions as requested by the Owner. Specifications shall conform to industry standards as established by the CSI Manual of Practice. The complete commissioning specifications, including title sheet, table of contents, and all specification sections must be assembled into a

single electronic document in Word and PDF formats. Specifications shall be capable of being printed directly from the electronic file. The commissioning specifications shall be coordinated with the design professionals' specifications and reference their specification sections. Information to be included in the commissioning plan and commissioning information to be included in the construction plan and bid documents shall be provided in electronic Microsoft Word, and PDF format and in print copy to both the Owner and the Design firm.

f. **Systems to be Commissioned:** It is anticipated that the following systems and assemblies, if provided in the design, may be commissioned. The systems and assemblies to be commissioned will be further identified during the schematic and or design development phases:

1. Central building automation system.
2. All equipment for the heating, ventilating and air conditioning systems.
3. Boilers and hot water systems.
4. Scheduled or occupancy sensor lighting controls.
5. Daylight dimming controls.
6. Refrigeration systems.
7. Building Envelope (doors, windows, penetrations, roof, barriers).
8. Emergency power generators and automatic transfer switching.
9. Uninterruptible power supply systems.
10. Natural gas systems.
11. Grounding systems.
12. Life safety systems
13. Exhaust, vent hoods and pressurization.
14. Electrical panels, including exterior installations.
15. Domestic and process water pumping and mixing systems.
16. Elevators and conveyors.
17. Equipment sound control systems and testing.
18. Data center and network communications systems.
19. Dispatch and telecommunications systems.
20. Audio video, training systems.
21. Paging systems.
22. Security and access control system.
23. Plumbing systems.
24. Process instrumentation and controls.
25. Fluid pumping, metering and controls.

g. The CA shall assist the Owner, as early in the design process as possible, in determining the appropriate level of commissioning that is required for the size and complexity off the building and its components and shall provide these recommendations in writing.

1.2 **Design/Construction Project Schedule (for all Project Phases)**

a. The Designer shall use a project schedule to identify activities and durations, design phases and projected design phases, milestones, anticipated construction delivery dates, and other information for use during the design of the Project.

b. The CA shall provide its activities and schedule durations in sufficient detail for the Designer to be capable of including this information in the design project schedule. The CA shall provide updates of their activities as design progresses through the design development and construction documents/bid phase of the Project to include updates to the project schedule.

c. During the construction phase, the CA shall provide its activities and schedule in sufficient detail for the CMAR to be capable of including this information in the construction project schedule.

d. The CA shall review and recommend changes and support the CMAR in the development and management of the project construction schedule throughout construction. The CA shall evaluate and advise the Owner on all schedule updates provided by the CMAR that involve the CA.

1.3 **Minutes, Reports, Presentations, And Statements (for all Project Phases)**

a. On items for which the CA is lead, the CA shall provide meeting agendas, notes and meeting minutes, reports, recommendations, and other information for the duration of the Project. The CA is to present findings and other items to various authorities, committees, and Owner as may be required to provide a complete Project satisfactory for permit, bid, and construction. The CA shall notify and coordinate meeting schedules with the availability of the Owner, Designer and CMAR staff.

b. The following information is to be provided to the Owner in report format as may be requested and suitable for presentation by the CA to various committees, Council, agencies, and other parties (Note: Dates noted below are goals for the CA to meet to effective document meetings and decisions and may be revised based on schedule constraints with concurrence from the Owner):

- Meeting agendas of scheduled meetings will be prepared suitable for distribution and comments to requested attendees at least two (2) working days prior to the meeting.
- Draft minutes of all meetings, with action items, action party, dates, and recommendations are to be provided within two (2) business days after occurrence of the meeting. The CA shall request comments and corrections to

be provided within two (2) business days after the publication of the draft minutes.

- Final minutes of all meetings, with action items, action party, dates, and recommendations are to be provided within one (1) business day following the receipt of comments and corrections of the draft minutes.
- Final minutes of all meetings, with action items, action party, dates, and recommendations are to be provided within five (5) working days after occurrence of the meeting.
- All other data in the hands of the CA that can be released that would assist the Owner in reviewing the accomplishment of work on the Project.

c. The CA shall provide reports updating the commissioning activity status of the Project and minutes of meetings, reviews, or inspections conducted by the CA to the Owner, with a copy to the CMAR, or other firms as may be engaged. These reports shall be provided during various design and construction phases. Meeting minutes shall be provided following the conclusion of any meeting, inspection, or review conducted by the CA regarding the Project.

1.4 Design Phase Services

The Designer will be performing the design development in the following phases:

- 1) **Schematic Design:** The preliminary engineering and schematic design development phase represents approximately 25–35% of the total design effort and is intended to fix and illustrate the size and character of the entire Project as to plan and vertical relationships.
- 2) **Engineering and Design Development Phase Services:** This phase may be conducted and provided in two submittals, an Interim Design (50–65% design effort) and a Final Design (95–100% design effort).
- 3) **Construction Documents Phase Services:** Final plan and specification development for project bidding and permitting.
- 4) **Permitting Phase:** Final plans for submission to authorities having jurisdiction for permits prior to project bidding.

CA shall participate in all phases of design, beginning with the design stage the project is in from the time the commissioning contract is signed for design thru permitting. During these various phases, the CA shall attend design update meetings at periodic intervals to keep abreast of current designs. CA shall notify the Owner of any inconsistencies discovered in the information presented during the meetings that may detrimentally affect the performance or maintenance of the proposed building systems and equipment for the Project.

With input from the Designer and Owner, the CA shall develop the final Owner Project Requirements (OPR) document for use during the project design and construction. Updates to the OPR shall be provided as items are changed or updated.

During these various phases, the CA shall also provide required commissioning project documents, specifications, recommendations, proposed test methods and testing recommendations for the commissioned systems in the appropriate detail for the level of design development and within the review period as specified by the Designer or Owner.

CA shall review the criteria and standards used and proposed in the design development that affect commissioned equipment and systems and provide reports and recommendations to the Designer and Owner within the review period as requested by the Owner.

The CA shall assist the Designer in defining and documenting all the various networks required for the facility(s) to include voice telecommunications, radio, dispatch, logging and recording, network, administrative systems, video systems, network time synchronization, any NG 911 requirements as well as establishing diversity and redundancy requirements for each network.

CA shall provide a review of proposed schedules for commissioning activities to be provided for inclusion in the design schedule and construction documents, noting activities and durations required to complete the project.

CA shall assist in developing a strategy for the migration and integration of existing and future information technology applications and hardware into the new facility with no interruption of critical functions.

The CA shall review and provide comments regarding the Basis of Design (BOD) documents as developed during the design development phases.

If included in the designer's contract to provide, the CA shall provide review and comments regarding the Sustainability Report w/ASHRAE 90.1 energy models, energy model and report, LCCA report and other information as required in the Sustainable, Energy Efficient Buildings (GS 143-135.35-.40) section of the State Construction Manual as provided by the Designer at the completion of the design phases.

The CA shall verify that completed construction documents provide that instructional and training sessions, coordinated with the Owner's staff, CA, Designer, and CMAR, shall be provided a minimum of 30 days prior to acceptance or occupancy to properly train the Owner's maintenance personnel.

The CA shall ensure construction documents include requirements for the CMAR to provide a listing of all required training and demonstrations for review and approval of the Owner. The CA

shall ensure construction documents include requirements for electronic media recordings to be provided in standard digital format, for all owner training sessions of the various systems and equipment, in the appropriate specification section. Training and media recording of all major mechanical and life safety systems and other systems shall be provided and so noted in the specifications with completed documents turned over to the Owner within fourteen (14) days of the demonstration or training completion dates.

1.5 **Bidding Phase Services**

The CA will:

- a. Answer commissioning-related questions in a timely manner to facilitate the bidding process established for the project.
- b. Assist the design team and CMAR in responding to questions and issuing appropriate amendments to interested bidders.

1.6 **Construction Phase Services**

The CA will:

- a. Perform the tasks and functions of the CA as outlined in the contract and commissioning specifications.
- b. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise.
- c. Coordinate the commissioning work with the CMAR and construction manager to ensure that commissioning activities are being incorporated into the master schedule.
- d. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule, to coincide with the developed construction schedule and actual CMAR personnel.
- e. Plan and conduct commissioning meetings, as needed, and distribute minutes. In addition to regular meetings, the CA is responsible for preparing monthly commissioning progress reports during the construction phase as applicable for the commissioning efforts being performed. These reports shall include, at a minimum, the following information:

- Progress & status report on commissioning activities, along with look-ahead schedules for planning.
- Identification of systems or assemblies that do not perform in accordance with Owner's Project Requirements.
- Provide results from latest version of the *Issues Log* (importance, cost and measures for correction).
- Review planned commissioning test procedures and provide any data resulting from testing or observations.
- Review any deferred (and reason for deferring) and seasonal tests.
- Provide suggestions for enhancements which will improve the commissioning process and/or the delivered facility during the construction.

A general schedule of anticipated construction phase meetings is noted below. The meetings may be adjusted with the Owner to best fit the actual construction schedule:

- a) Periodic monthly meetings as may be necessary through approximately 60% completion to stay abreast of schedule, requests for information, and submittals related to commissioned systems and equipment.
 - b) Bi-monthly meetings as may be necessary from approximately 60% through 80% completion for activities related to commissioned systems and equipment.
 - c) Weekly meetings as may be necessary from 80% through 100% completion, and final commissioning to observe and participate in start-up, testing, and training activities related to commissioned systems and equipment.
- f. Request and review additional information required to perform commissioning tasks, including Operations & Maintenance (O&M) materials, CMAR start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with CMAR and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
- g. Review and provide comments for CMAR submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with Designer reviews.
- h. Review and provide comments regarding requests for information and change orders for impact on commissioning activities and equipment or systems being commissioned, including issues related to addressing the owner's objectives.
- i. Review coordination drawings related to equipment or systems being commissioned to ensure that trades are making a reasonable effort to coordinate with each other and the maintenance and access needs of the owner are being addressed.
- j. Write and distribute construction checklists for commissioned equipment. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing,

energy management control system trending and may include stand-alone data-logger monitoring.

k. Develop a start-up and initial systems checkout plan with CMAR for selected equipment.

l. Perform site visits during regularly scheduled meetings, or as necessary, to observe component and system installations. Attend selected planning and job site meetings to obtain information on construction progress related to commissioning activities. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.

m. Perform, or provide checks sufficient to document satisfactory performance of the tasks by the CMAR, for the following pre-functional testing tasks:

- Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
- Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
- Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
- Document systems startup by reviewing start-up reports and by selected site observation.
- Approve air and water systems balancing by spot testing, by reviewing completed reports and by selected site observation.

n. Coordinate, witness and document sufficient to be confident that proper procedures were followed, for the functional performance tests performed by the installing contractors on all commissioned systems. Coordinate retesting as necessary until satisfactory performance is achieved. Additional testing required by the CA due to documented continued failed performance by the contractors and vendors will be an additional service paid for by the contractors and vendors. The commissioning specifications to be included in the contract documents will clearly address the procedures and process for payment methods and reimbursement due to documented failed testing efforts. The functional testing shall include operating the system and components through each of the written sequences of operation and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted, and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.

o. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data-loggers, to provide a high level of

confidence in proper system function, as deemed appropriate by the CA and the Owner.

p. Prepare test plans for, assist with execution of, and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the Owner.

q. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner, Designer, and CMAR. Provide written progress reports and test results with recommended actions.

r. Develop and complete all documentation required to complete LEED templates for the Commissioning Pre-requisite, Enhanced Commissioning Credit, and Measurement and Verification Credit for which involved.

s. Provide a format and content for O&M Documentation and review the operation and maintenance manuals and equipment warranties for commissioned systems and equipment to ensure that the Owner is provided with sufficient information to maintain the commissioned equipment and that operation and maintenance responsibilities are clearly defined. Review the O&M manuals for commissioned equipment for accuracy and completeness.

t. Provide a format and content for training syllabi and content and training schedules for each commissioned system. The CA will oversee and review the training of the Owner's operating personnel. The CA will also ensure specifications are developed for all systems to video record all Owner training activities and provide oversight for the videotaping of this training.

u. Compile a Final Commissioning Record, which shall include:

- A summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
- For each piece of commissioned equipment, the report should contain the disposition of the CA regarding the adequacy of the equipment, documentation and training in meeting the contract documents in the following areas:
 - a) Equipment specifications
 - b) Equipment installation
 - c) Functional performance and efficiency
 - d) Equipment documentation
 - e) Operator training.

- All outstanding non-compliance items. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- The Issues Log
- Commissioning plan
- Progress reports
- Submittal and O&M manual reviews
- Training records
- Start-up reports, functional tests, trend log analysis.
- Control drawings, sequences of control (from approved submittals by CMAR) and a table of all set-points and implications when changing them.
- Operational schedules and system or equipment set-points.
- Sensor locations, procedures to check and verify function.
- Instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown.
- Recommendations for re-commissioning frequency by equipment type.
- A statement that systems have been completed in accordance with the contract documents and that the systems are performing in accordance with the final Owner's Project Requirements document
- Summary of any issues unresolved and any recommendations for resolution
- Any post-construction activities and results including deferred and seasonal testing results, test data reports and additional training documentation.
- Lessons learned for future commissioning efforts.

1.7 **Post–Construction Phase (Close-out through Construction Warranty Period)**

The Post–Construction Phase will begin with the completion of the Project and shall run through the completion of the CMAR's construction contract one-year warranty.

The CA will:

- a. Coordinate and supervise required opposite season or deferred testing and deficiency corrections, and provide the final testing documentation for the Commissioning Record and O&M manuals.
- b. Participate in quarterly or other periodic warranty inspections for any systems that exhibit operational problems or concerns or which are not operating as intended. Provide reports and other documents outlining corrective measures taken and any necessary adjustments that are made to the system and equipment controls.

c. Return to the site at approximately ten (10) months into the twelve (12) month warranty period for the final warranty review and:

- Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff to identify problems or concerns they have with operating the building as originally intended.
- Recommend any improvements or revisions to sequence of operations or setpoints, including any changes to the O&M manuals.
- Identify issues that are still under warranty in the original construction contract.
- Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

2. **Compensation**

Tasks and payments shall generally follow the below outline: CA

Tasks & Payment

Design & Permit / Bidding Phase

Task 1 – Schematic Design	\$ xxxxxx.00
Task 2 – Design Development	\$ xxxxxx.00
Task 3 – Construction Documents	\$ xxxxxx.00
Task 4 – Bid and Award	<u>\$ xxxxxxxx.00</u>
Subtotal	\$ xxxxxxxx.00

Construction & Warranty Phase

Task 5 – MEP	\$ xxxxxxxx.00
Task 6 – Building Envelope	<u>\$ xxxxxxxx.00</u>
Task 7 – Electronic Security & Access Control	\$ xxxxxxxx.00
Task 8 – Audio Visual, Data & Network Integration	<u>\$ xxxxxxxx.00</u>
Subtotal	\$ xxxxxxxx.00

Subtotal Base Services \$ xxxxxxxx.00

Owner Approved Allowance Items

Task 9 – Additional Network Services	\$ xxxxxx.00
Task 10 – Additional Design Services	\$ xxxx.00
Task 11 – Owner Allowance Items (Additional Testing, Meetings, Manuals, Thermal Imaging & Other	

services as may be authorized by the Owner)	\$ <u>xxxxxx.00</u>
Subtotal	\$ xxxxx.00

Total All Task Items	\$ xxxxx0.00
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Allowance Items: Items are included for follow up and additional services as may be required and authorized by the Owner during the design and construction of the Project (costs are based on actual billings with a maximum not to exceed amount as noted; items and services shall be as approved in advance by the Owner):

Total Available Funding (This Contract):	\$ xxxxxxx.00
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This limit is inclusive of all charges, including but not limited to hourly rates, travel, and other expenses. Unless otherwise provided in the Contract, and any Amendments, CA shall obtain, and provide, without additional cost to the Owner, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform all Services under this Contract. In addition to the set fee payment, or hourly rates, as set forth in the Contract, and any Amendment, Owner shall pay CA for Services, expenses and costs only when payment or reimbursement for such items is specifically provided for in the Contract, and any Amendment. The Owner shall not be obligated to pay any expenses and costs not specifically identified in the Contract, and any Amendments.

Allowance services shall only be utilized as authorized in writing by the Owner. Prior to utilization of such services, CA shall provide a detailed scope of work and proposal that outlines the total cost for these services. CA is advised that the above listings of services are the fee totals of all charges that will be paid by the Owner for the work as outlined in this phase of work. CA is to provide itemized breakdown for each service listing above noting actual billing amount for each service item with each periodic payment request. CA will be paid based on the actual billing and expenses for each item.

Disputed Items. If CA's invoices and receipts are submitted in compliance with the requirements of this Contract, and any Amendment, and if the Owner disputes any items in any invoices submitted by CA, the Owner shall notify the CA of any disputed item and request clarification and/or remedial action. Objections by the Owner are to be corrected by the CA, or satisfactory response provided by CA in writing relating to the objections, or the invoice shall continue unpaid. Once corrections satisfactory to the Owner are provided, or explanation satisfactory to the Owner is provided, the disputed items or invoice shall be reviewed within 10 days and, unless further objections are raised, shall be immediately deemed due and owing. After this point, CA may not include the disputed item(s) in its regular, periodic invoices but shall provide a special invoice for the disputed item only. The form and content of the pay application by the CA shall be on appropriate form and in such detail as desired by the Owner. AIA, EJCDC, AGC or Owner standard forms for pay application are generally suitable. Requests shall be signed certified by

appropriate CA representative. Requests shall include, as applicable, update reports of MWBE and sub-consultant payments, daily or other reports as may be requested, lien releases, permits, photos, licenses, test data, certificates, update schedules, update reports of submittals / requests for information/changes, progress updates and other items as may be required by the Contract, by law, or written request. The request shall include adequate back up and supporting materials to document the payment request and shall generally follow the task and deliverable item payment format as outlined in the contract or as approved by the Owner.

3. **Other Responsibilities of CA**

a. Reporting/Coordination. CA shall provide progress reports in a format acceptable to the Owner at intervals requested by the Owner or otherwise established in the Contract, and any Amendment. At any time, upon request, the Owner shall be entitled to information regarding the status of the Project. CA is responsible for coordinating its work with the Owner in such a manner to meet Project deadlines. Agendas and minutes of meetings chaired by the CA shall be provided and distributed in accordance with Section 1, Description of Project and CA Scope of Services.

b. Sub-consultants. The CA agrees to contract with sub-consultants for specialized portions of the work as may be approved by the Owner. Each such sub-consultant shall be required to comply with the conditions of this Contract to the same extent as the CA unless otherwise specified. Information that the CA shall provide to the Owner about the CA's sub-consultants shall include:

- i. complete name and address of the sub consultant,
- ii. anticipated amount or percentage of work the sub-consultant will be performing,
- iii. status and amounts of contract payments,
- iv. type of specialty design or services the sub-consultant will be performing,
- v. location of sub-consultant office, support staff and expertise, contact information and evidence of Project experience and certifications,
- vi. verification of appropriate insurance coverages as required by the contract, and
- vii. identification of MWBE sub-consultant status and payments.

c. Appropriate breakdown information for sub-consultants shall also be included on each payment request forwarded to the Owner by the CA.

d. Delays/Extensions. If delays to the completion date for the Project or for tasks within the Project that have individual deadlines result from circumstances that could not reasonably be foreseen by CA and which are beyond the reasonable control of the CA, one or more extensions of time may be granted, upon written request documenting the reasons for the request. The Owner may, in its discretion, which shall be reasonably exercised, may grant such request if such request falls within the parameters set forth in herein.

e. Responsibility for Services Performed. CA shall maintain an adequate professional staff to render Services to the Owner. CA may use sub-consultants to provide Services only if such sub-consultants and the services to be performed are identified in the Contract, and any

Amendment. Otherwise, all services described in the Contract, and any Amendment, shall be rendered by CA's employees. CA is responsible for the professional quality, technical accuracy, and timely completion and submission of all Services performed under this Contract, and any Amendments, and for the performance and payment of all sub-consultants.

f. Certifications/Endorsements. All final plans, documents, reports, studies, calculations, and other data or materials prepared by the CA will bear the endorsement of an authorized person employed by CA or its approved sub-consultants.

g. Project Coordination and Reporting. For all phases of work for which engaged or requested, the CA, as requested by the Owner, will schedule and/or attend weekly, bimonthly or other scheduled critical Project meetings, provide any notes regarding critical Project documentation for meeting minutes, provide requested summary reports of critical photo documentation, work progression and other information to fully report and document the work performed by the CA.

4. **Consultant Evaluation**

The CA's overall work performance on the Project shall be fairly evaluated for determining qualifications for future Owner of Raleigh capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of the Project. The Owner may request comments from other participants to evaluate the CA.