



**Request for Qualifications # 274-NRSC**

**Title: Neuse River Resource Recovery Facility Secondary Clarifier Improvements**

**Issue Date:** November 6, 2025

**Due Date:** December 12, 2025  
**not later than 5:00PM EST**

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department:** *Raleigh Water*

**Direct all inquiries concerning this RFQ to:**

Courtney Licata, PE

Senior Project Administrator

Email: [courtney.licata@raleighnc.gov](mailto:courtney.licata@raleighnc.gov)

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# 1 INTRODUCTION

## 1.1 Purpose

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

*Raleigh Water is seeking design and construction phase services for one new 160-foot diameter secondary clarifier and one additional return activated sludge (RAS) pump in the existing RAS pump station currently serving clarifiers N1 and N2 at the Neuse River Resource Recovery Facility (NRRRF).*

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

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

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

Contact Name	Email Address
Courtney Licata, PE	courtney.licata@raleighnc.gov

## 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 21<sup>st</sup> 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 21<sup>st</sup> 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.

Raleigh Water owns and operates the Neuse River Resource Recovery Facility (NRRRF), a 75 million-gallon-per-day (mgd) advanced wastewater treatment facility. As part of the facility’s Integrated Master Plan (IMP) and subsequent NRRRF Equalization Basin No. 2 Basis of Design Report (BODR), Raleigh Water identified the need for near-term wet weather treatment improvements to ensure reliable secondary clarification capacity and compliance with effluent quality requirements.

### 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):

<b>RFQ Process</b>	<b>Date and time</b>
RFQ Date	<i>November 6, 2025</i>
Pre-Submittal Conference <b>Mandatory</b>	<i>December 5, 2025 at 11 AM via virtual meeting</i>
Deadline for written questions	<i>December 1, 2025 by 5:00 PM</i>
City Response to Questions (anticipated)	<i>December 8, 2025</i>
<b>Submittal Due Date and Time</b>	<i>December 12, 2025 by 5:00 PM</i>
Evaluation Meeting (anticipated)	<i>TBD</i>
Interviews (if required)	<i>TBD</i>
Selection Announcement (tentative)	<i>TBD</i>

**1.4 Pre-Submittal Conference**

A MANDATORY Pre-Submittal Conference for all Prospective Firms is scheduled for December 5, 2025, at 11:00 AM. Prospective Firms are encouraged to submit written questions in advance. Please contact Courtney Licata, at courtney.licata@raleighnc.gov, no later than 12:00 pm (noon) on December 4, 2025 to ensure proposers receive an invitation to the virtual pre-submittal conference.

**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 [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

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

Contact Name	Email Address
Courtney Licata, PE	courtney.licata@raleighnc.gov

**1.6 Submittal Requirements and Contact Information**

Proposals must be **electronically submitted via email** with the subject line clearly marked with the name of the submitting company, the RFQ number, and the RFQ Title. Submittals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows:

Proposers shall attach one (1) signed original electronic version of the Proposal to an email to [courtney.licata@raleighnc.gov](mailto:courtney.licata@raleighnc.gov). The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) format. The electronic submittal must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline, and each firm should make sure they receive an email indicating receipt of the submittal by the City prior to the deadline. Proposals received after the RFQ deadline above will not be considered and will be returned. 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.

Any requirements in the RFQ that cannot be met must be indicated on Appendix IV: Exceptions to the RFQ and submitted with the qualifications. **Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete submittal may be**

**eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all submittals for any reason and to waive any informality it deems in its best interest.

Submittals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. It is the responsibility of the Firm to ensure that their response arrives by the due date and time specified in Section 1.3 RFQ Timeline.

### **1.7 Business Engagement and Opportunities**

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

### **1.8 Rights to Submitted Material**

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

### **1.9 Communications**

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

### **1.10 Lobbying**

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

### **1.11 Conflicts of Interest**

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

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

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The

officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

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

(3) City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees, the charter states:

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

### **1.12 Proposer Expenses**

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

### **1.13 Proposer Acceptance**

Submission of any 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 submittals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City's best interests to do so.

The City of Raleigh reserves the right to accept or reject any or all of the items in any proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual firms if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if the submittals are deemed to be outside the fiscal constraint or not in the best interest of the City.

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## **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.

Qualifications packages shall not exceed 10 pages. A single page printed on both sides will be counted as (two) 2 pages. A one-page cover letter may be submitted and this will not count towards the page limit. All pages in the qualifications package must be 8 1/2 x 11" and no additional correspondence should be submitted. Font text shall be no smaller than 10-point font. Note that front/ back covers and tabs do not count towards the page limit. Appendix I, Appendix III, and any addenda issued shall be attached to the qualifications package and do not count towards the page limit.

### **2.1 Request for Qualifications Required Document Format**

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

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, telephone and email address of the individual who serves as the point of contact for this solicitation.

#### **Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar projects completed in the past three (3) years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address). Include the length of the project, and list of personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

**Tab 3: 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. Provide a schedule with anticipated duration of each task and project milestones.

**Tab 4: 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.

**2.2 Hourly Rates**

This solicitation is being issued in accordance with [NC G.S. Chapter 143 Article 3D](#) (Procurement of Architectural, Engineering, and Surveying Services), otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful service provider.

**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.

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**3 SUBMITTAL EVALUATION**

**3.1 Evaluation Criteria**

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

<b>Criteria</b>	<b>(a) Weight</b>	<b>(b) Score (0-3)</b>	<b>(a) x (b) Weighted Score</b>
Meets Format/Length Requirements	5%		
Corporate Background and Experience	10%		
Project Understanding	15%		
Project Approach	30%		
Team, Experience, and Qualifications	40%		
<b>Final Score</b>			

**Score Points**

0 - Missing or Does Not Meet  
Expectation

1 - Partially Meets Expectation

2 - Meets Expectation

3 - Exceeds Expectation

**3.2 Final Selection**

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

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

It shall be the submitting firm’s responsibility to read the RFQ Instructions, the City’s contract terms and conditions (within the sample City Engineering Services Contract provided in Appendix IV), all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications provided herein. Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

**3.4 Contract Term**

The contract issued by the City to the selected firm will state and define a completion date by which the services are to be finished and completed.

**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 purpose of this solicitation is for the City of Raleigh, Raleigh Water to secure design and construction phase services for one new 160-foot diameter secondary clarifier and one

additional return activated sludge (RAS) pump in the existing RAS pump station currently serving clarifiers N1 and N2 at the Neuse River Resource Recovery Facility (NRRRF). This project represents the first phase of a larger wet weather and capacity enhancement program at NRRRF. The project also includes associated improvements, including:

- Structural, mechanical, and hydraulic design of the new secondary clarifier.
- Integration of the clarifier into existing mixed liquor and RAS flow channels.
- Relocation of the RAS return point to the middle of the MLSS distribution channel.
- Site civil, yard piping, electrical, and instrumentation/controls necessary to incorporate the clarifier into the NRRRF process.
- Provisions for constructability, plant access, and maintaining compliance with all permit requirements during construction.

The scope of services will also include the following:

- Geotechnical evaluation;
- Subsurface Utility Exploration;
- Detailed design and permitting of improvements;
- Prepare construction documents;
- Bid phase services;
- Construction phase services including construction administration and observation;
- As-Built survey and record drawings of improvements.

## APPENDIX I PROPOSER QUESTIONNAIRE

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

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u>			
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 II** **SAMPLE CONTRACT**

NORTH CAROLINA  
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to procure an Engineer to perform services; and

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

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

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

1. Scope of Services/Description of Project

The City desires to \_\_\_\_\_.

The Engineer will serve as the City's professional engineering representative in those tasks of the project to which this Contract applies and will give consultation and advice to the City during the performance of their services.

The Engineer will provide services as described in the following Exhibits, which are attached to and made part of this Contract:

•

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

The Engineer is authorized to engage subconsultants, including surveyors, geotechnical and materials testing firms, etc., to assist in the work included under this contract to the extent such services are included herein. No subcontract work is authorized for which the City will incur any costs beyond those agreed upon and set forth in Section 4.

2. Responsibilities of the City

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

- 2.1. Assist the Engineer by placing at their disposal all available information pertinent to the project, including previous reports and other relative data.
- 2.2. Assist in gaining access to and making all provisions for the Engineer to enter upon public and private property as required for performance of their services described herein.
- 2.3. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by the Engineer, obtaining advice of legal counsel and/or such other consultants as the City deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.
- 2.4. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any problems or changed circumstances in the project.
- 2.5. Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Engineer.
- 2.6. Designate in writing a person to act as City's representative with respect to the work to be performed under this Contract; such person(s) shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Contract.
- 2.7. The City shall provide to the Engineer such information as is available to the City for rendering of services hereunder. The Engineer may rely on the sufficiency of such information.

2.8. Insofar as any of the above services are necessary for the Engineer's performance of their obligations under this Contract, the City shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the Engineer in their performance thereof.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract shall commence as directed in writing by the City. In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Engineer shall complete work under the Contract by \_\_\_\_\_.

4. Compensation; Time of Payment

For services to be performed hereunder, the City shall pay the Engineer a not to exceed total contract amount \$ \_\_\_\_\_, unless changed by a duly authorized amendment.

- 4.1. The standard City of Raleigh payment term is NET 30 days from the date of invoice.
- 4.2. Send all invoices electronically by email [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov) (or send by mail to: City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590).
- 4.3. All invoices must include the following Purchase Order Number \_\_\_\_\_. Invoices submitted without the correct purchase order number will result in delayed payment.

5. 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.

- 5.1. 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.
- 5.2. 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.

6. 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.

7. Notices

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

<u>City of Raleigh</u>	<u>Contractor</u>
Attn:	Attn:
Title:	Title:
Address 1: P.O. Box 590	Address 1:
Address 2: Raleigh, NC 27602	Address 2:
Telephone:	Telephone:
E-mail:	E-mail:

8. Non-Discrimination

- 8.1. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.
- 8.2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

9. 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.

10. Applicable Law

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

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

11. Insurance

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

11.1. Commercial General Liability:

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

11.2. Automobile Liability:

Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Engineer does not own automobiles, Engineer 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.

11.3. Worker's Compensation & Employers Liability:

Engineer 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.

11.4. Additional Insured:

Engineer agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the minimum liability limits for General Liability and Automobile Liability. The Additional Insured shall read "City of Raleigh is named additional insured as their interest may appear".

11.5. Certificate of Insurance:

Engineer 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 Engineer's insurer.

If Engineer 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, Engineer 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

11.6. Umbrella or Excess Liability:

Engineer 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. Engineer agrees to endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

11.7. Professional Liability:

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

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

12. Indemnity

- 12.1. 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.
- 12.2. In matters other than those covered by subsection 12.1. 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.
- 12.3. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- 12.4. 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.
- 12.5. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- 12.6. Definitions:
- 12.6.1. For the purposes of this Section 12, 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.
- 12.6.2. For the purposes of this Section 12, 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.
- 12.6.3. For the purposes of this Section 12, 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.

13. 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.

- 13.1. 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.
- 13.2. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.
- 13.3. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the 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.

14. Communications

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

For purposes of this Section 14, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 7, above, as part of the contact information for the Contractor representative identified in Section 7, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables

(print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

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

For purposes of this Section 14, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

14.1. Communications Plan Approval:

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

14.2. Accessibility Requirements:

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

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- 14.2.1. Using proper headings and lists
- 14.2.2. Using unique links
- 14.2.3. Using alternative text and captions
- 14.2.4. Using more white space
- 14.2.5. Dividing content into more manageable pieces
- 14.2.6. Making forms manageable by breaking them into multiple, sequential steps
- 14.2.7. Providing a logical reading order
- 14.2.8. Being consistent with fonts, colors and locations of page elements
- 14.2.9. Offering keyboard access
  - 14.2.10. Offering content in multiple formats
  - 14.2.11. Understanding minimum contrast

14.3. Languages:

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

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

14.4. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 14.

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

15. Advertising

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

16. 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.

17. 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, governmental orders related to a public health condition, or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

18. Cancellation

- 18.1. 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 by the Engineer. Engineer shall cease performance immediately upon receipt of such notice.
- 18.2. 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 shall 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.
- 18.3. Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

19. 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.

- 19.1. 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.
- 19.2. Engineer shall effectively manage its safety and health responsibilities including:
  - 19.2.1. Accident Prevention:

Prevent injuries and illnesses to its employees and others on or near the job site. Engineer managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
  - 19.2.2. Environmental Protection:

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.
  - 19.2.3. Employee Education and Training:

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

20. 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 section, the provisions of this section shall control.

21. Miscellaneous

- 21.1. 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.
- 21.2. 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.
- 21.3. This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

22. Right of Audit and Examination of Records

- 22.1. 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.
- 22.2. The Engineer 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.
- 22.3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- 22.4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- 22.5. Engineer shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 22.6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- 22.7. The Engineer shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 22.8. 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.

23. E – Verify

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

24. Iran Divestment Act Certification

Engineer certifies that, as of the date listed below, it is not on the final divestment list as created by the State Treasurer pursuant to N.C.G.S. §147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, Engineer shall not utilize in the performance of the Contract any subconsultant that is identified on the final divestment list.

25. Companies Boycotting Israel Divestment Act Certification

Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. §147-86.81.

26. Incorporation of Documents/Complete Agreement

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

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

- 

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

SAMPLE

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

ENGINEER:

\_\_\_\_\_

By:

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY:

CITY OF RALEIGH  
a North Carolina municipal corporation

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_(SEAL)  
City Clerk (or designee)

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

\_\_\_\_\_  
Chief Financial Officer (or designee)

City of Raleigh Contract Number \_\_\_\_\_

**APPENDIX III**

**EXCEPTIONS TO THE RFQ**

**CHECK ONE:**

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFQ.
- EXCEPTIONS ARE LISTED BELOW:

#	RFQ Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					

10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFQ AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	