

REQUEST FOR QUALIFICATIONS

2024 NBIS Inspection Program and Non-Qualifying Bridge Program RFQ#269-2024-028

Date Issued:

November 9, 2023

REQUEST FOR QUALIFICATIONS RFQ # 269-2024-028 2024 NBIS Inspection Program and Non-Qualifying Bridge Program

November 9, 2023

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for 2024 NBIS Inspection Program and Non-Qualifying Bridge Program. The requirements for submitting a Proposal are stated in the attached Request for Qualifications (the "RFQ"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - https://charlottenc.bonfirehub.com) to accept and evaluate proposals for this RFQ. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

REMOTE MEETING: A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFQ and answering questions regarding the Services will be held on **November 9, 2023, 2 p.m.** No onsite meeting will be held and **Service Provider(s)** should not come to the City expecting to attend in person. While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

Click here to join – Microsoft Teams Video Conference

To join via phone only - 872-256-4172 Conference ID: 991 699 219#

Please have a copy of the RFQ available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **December 5, 2023 2 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

Kimberly S. Brown

Kimberly S. Brown Senior Procurement Agent

Checklist for submitting a Proposal:

Step 1	Read the document fully.
Step 2	Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
Step 3	(Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
Step 4	Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
Step 5	Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFQ.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

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1 REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

1.1 Public Notice

The City of Charlotte (City) is soliciting Statements of Qualifications (SOQs) from firms/teams (Firms) to provide professional engineering services (Services) for:

- The National Bridge Inspection Standards (NBIS) Bridge/Culver Inspection Program, henceforth called the "NBIS Program", and
- The City's Non-Qualifying Bridge Inspection Program, henceforth called the "Non-Qualifying Program".

In conjunction with the Charlotte Department of Transportation (CDOT) the Engineer shall also deliver the following services:

- Compile, evaluate, and prioritize on a monthly basis repairs cited in inspection reports for both the NBIS Program and Non-qualifying Program.
- From the prioritized listing, the Engineer will design repairs create bid documents and perform contract administration for one or more repair contracts of varying scopes between the City and one or more bridge contractors.

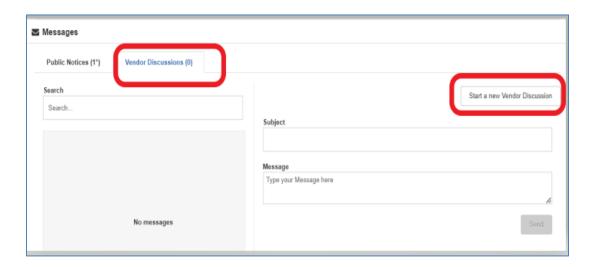
The selection and contracting processes for both programs will be conducted in accordance with federal procurement regulations. The North Carolina Department of Transportation (NCDOT) is responsible for oversight of the NBIS Program. The work will be financed in part with federal funding administered by NCDOT.

Due to constraints associated with the funding source and the need to complete repairs in a timely manner, the NBIS Program inspections must be completed no later than the last day of the month in which the structures were previously inspected two years earlier. All NBIS Program inspections must be completed within a two (2) year timeframe (See Exhibits B and C). If your firm/team is unable to meet this schedule, you will NOT be considered for the work.

The City is seeking firms whose combination of experience and expertise will provide timely, professional services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFQ process.

Information related to this solicitation, including any addenda, will be posted electronically through the Bonfire e-Procurement Portal ("Procurement Portal" - https://charlottenc.bonfirehub.com). Questions related to this solicitation may be submitted in the following ways:

1. Submit your question via the **Vendor Discussion** section on the <u>Procurement</u> Portal:



Or

2. Contact:

Kimberly S. Brown, Senior Procurement Agent

City of Charlotte

General Services Department - City Procurement

Email: Kim.S.Brown@charlottenc.gov

1.2 Project Overview

Approximately 230 bridges and culverts located within Charlotte are slated for inspection. A preliminary list of NBIS Qualifying and Non-Qualifying Bridges is included in **Exhibits B and C.** A final list will be provided once contract negotiations begin. **The City reserves the right to increase or decrease the list as necessary during the RFQ process or after contract award.**

The scope of services for the NBIS Bridge/Culvert Inspection Program includes, but may not be limited to, the following:

- NBIS Inspections in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Element Inspection and NCDOT practice;
- All engineering analyses to determine the structural condition of the existing bridges/culverts, including load ratings of all structures including culverts and pipes, and preparation of the necessary Structure Inventory and Appraisal data for submission to the Federal Highway Administration;
- Recommendations for load postings based on NCDOT's legal loads;
- Recommendations for and design of needed repairs;
- Bid phase and construction contract administration; and
- As-needed consulting services for calendar years 2024/2025.
- The selected firm will be required to furnish computer hardware compatible to the NCDOT'S WIGINS Elements inspection system. Specifications for equipment and software will be provided by the NCDOT. Training with computer hardware and software will be provided by the NCDOT.
- Sub-consultant will not be permitted on the qualifying (NBI) Inspections.

The City of Charlotte also provides similar services that are listed above for the bridges/culverts that do not qualify for the NBIS program.

- The scope of services for the Non-qualifying Program may include, not be limited to, the following:
- Non-conforming structures shall be inspected per "The Manual for Bridge Evaluation Second Edition 2010 with 2013 Interim Revisions" (not element based)
- Load Ratings of all structures including culverts and pipes;
- All engineering analyses to determine the structural condition of the existing bridges/culverts and preparation of the necessary Structural Inventory and Appraisal Forms for submission to the Federal Highway Administration;
- Recommendations for and design of needed repairs;
- Bid phase and construction contract administration; and
- As-needed consulting services for calendar years 2024/2025.

For the non-qualifying bridges, the inspection reports are submitted to the CDOT directly (see the deliverables below).

A detailed Scope of Work is provided in Exhibit A – Scope of Services.

Key Deliverables

The Engineer shall provide:

The Engineer shall inspect and create reports for each NBIS Program structure in accordance with the municipal agreement between the NCDOT and the City of Charlotte. The Engineer shall perform a load rating of each NBIS Program structure and compile the calculations into a report, which includes a load rating analysis report with a load rating summary sheet. The Engineer shall submit inspection data and the load rating analysis reports to NCDOT through the WIGINS Elements Inspection system, and submit the following to CDOT:

- One (1) hard copy of each report,
- An electronic copy of each report in PDF format, and
- A populated spreadsheet or Access database (format to be provided by CDOT) to enable CDOT to update asset management database, Inspection services should be completed by August 15, 2024, and submitted final reports by August 31, 2024;

The Engineer shall submit to NCDOT inspection reports via the WIGINS inspection system as each bridge inspection is completed, i.e. do not submit all reports at one time when all the inspections are completed. The Engineer shall also submit to NCDOT analysis and load rating reports via the WIGINS inspection system as each analysis is completed. In addition, upon completion of the load rating analyses, the Engineer shall notify CDOT of any changes in load capacity of any structures.

Engineer shall notify CDOT immediately when determinations of "Critical Findings" are made in the field and within 48 hours of determinations of "Critical Findings" by NCDOT. The Engineer shall provide a recommended course of action, notify NCDOT within ten (10) calendar days of the critical finding, and assist CDOT with the implementation of the course of action selected by CDOT, including any needed plans and/or specifications. If repairs cannot be made immediately, the Engineer shall consider load posting the bridge in accordance with a load rating analysis. All

critical findings shall be addressed within forty-five (45) days of the date of notification. The Engineer shall submit documentation of the critical finding final resolution via WIGINS for review and approval by NCDOT, as well as reporting to FHWA.

The Engineer shall inspect and create reports for each Non-qualifying Program - structure in accordance with the standards and requirements as delineated above in this section for NBIS Program structures. Engineer shall submit the following to CDOT:

- One (1) hard copy of each report,
- An electronic copy of each report in PDF format, and
- A populated spreadsheet or Access database (format to be provided by CDOT) to enable CDOT to update its asset management database.

Engineer shall also calculate sufficiency rating of Non-qualifying Program - structures per NCDOT standards to allow comparison and prioritization with qualifying structures. Under the same contract the Engineer shall perform unspecified engineering services as directed by CDOT project manager that may include emergency inspections and repairs or structural plan review (The unspecified services stay in force for two years); and,

Engineer shall compile, evaluate and prioritize with CDOT on a monthly basis repairs cited in inspection reports for both the NBIS Program and Non-qualifying Programs bridges/culverts. From the prioritized listing, the Engineer shall:

- Design specifications for repairs,
- · Create bid documents, and
- Perform contract administration and construction Inspection for one or more repair contract(s) of varying scopes between the City and one or more bridge contractor(s).

These deliverables/services will be provided in three phases under **three** separate contracts as follows:

- 1. NBIS Inspections.
- 2. Non-Qualifying Program Inspections
- 3. Design repair and manage BID phase and Construction Administration

The intent is to select a single firm/team to perform the three (3) aforementioned contracts.

1.3 RFQ Schedule of Events and SOQ Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFQ:	November 9, 2023	
Pre-Submittal Meeting:	November 14, 2023	
Deadline for Questions:	November 17, 2023	
DUE DATE & TIME FOR SUBMITTALS:	December 5, 2023	
Evaluation Meeting:	December 12, 2023	
Selection Announcement:	TBA	

Enter WebEx information here.

Attendance at the pre-submittal meeting is not mandatory but is highly recommended.

SOQs shall be submitted electronically through the <u>Procurement Portal</u>. It is the sole responsibility of the firm to ensure that the SOQ package is uploaded and submitted to the Procurement Portal no later than the established due date and time. SOQs received after the due date and time will not be considered. SOQs submitted by any other means will not be accepted.

1.4 Evaluation Criteria and Process

Firms will not be considered unless the following minimum qualifications are met:

- Firm must be properly registered with the Office of the Secretary of State of North Carolina (as applicable);
- Firm must be licensed by the North Carolina Board of Examiners for Engineers & Surveyors;
- Firm must be prequalified by NCDOT;
- Firm and subcontractors must be properly registered and prequalified with NCDOT to perform services for the Structures Management Unit and to perform any/all of the referenced Scope of Services (Work); and
 - o 00023 Bridge Spans Over 200 Feet.
 - o 00143 NBIS Municipal Bridge Inspection.
 - o 00444 Load Rating.
- Firm must have a current Structures Management Support Limited Services Contract for bridge inspections with NCDOT and must be prequalified by NCDOT for bridge design;
- Firm and/or subcontractors must submit proof of an active bridge inspection Team Leader certification, as required for North Carolina bridge inspection, with the SOQ package by the due date and time;
- Schedule: If the Proposed Project team is unable to commit to the inspection project schedule, the firm will not be considered for the work.

Evaluation criteria consist of:

- Qualifications and Relevant Experience of Firm and Key Team Members in Providing Similar Services for Similar Projects;
- Availability of the Firm and Key Team Members for This Project;
- Project Understanding, Methodology and Approach; and
- Charlotte Business INClusion Outreach Documentation and Form 3

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each SOQ and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each SOQ. Interviews are not anticipated but

may be held at the discretion of the evaluation committee. The City reserves the right to obtain clarification or additional information from any firm regarding to its SOQ.

The City reserves the sole right to select the most qualified consultant(s) on the basis of best overall SOQ (s) that is most advantageous to the City. Firms that submit SOQs will be notified of the selection results. Final approval of any selected firm is subject to the approval of City Council and/or City officials.

1.5 SOQ Format

The SOQ package should consist of a cover letter, responses to the specific inquiries in Section 1.6 below, and a set of completed forms, as required. Interested Firms must submit these materials in PDF format.

SOQs are limited to a maximum of <u>10</u> numbered pages. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc., while maintaining legibility. Required forms, resumes, covers, sub-tabs and dividers do not count toward the page limit. Non-conforming submissions may be removed from consideration at the sole discretion of the City.

1.6 **SOQ Content**

SOQ packages should be arranged as follows:

Cover Letter: General Information

- A. Describe your interest in this Project and the unique advantage your firm and team brings.
- B. What challenges or impediments could affect the schedule or budget for the project? How do you propose to address and mitigate these? Give examples of similar challenges on your past projects.
- C. State any conflicts of interest your firm or any key team member may have with this Project.
- D. Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past five (5) years involving your firm or any of your proposed subconsultants. With respect to resolved matters, describe the outcome.
- E. Provide a description of the company that will enter into the contract(s) with the City, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter into the contract(s) with the City.
- F. List exceptions to the City's standard contract terms and conditions. A sample contract is incorporated as Exhibit B.

Tab 1: Qualifications and Relevant Experience of Firm and Key Team Members in Providing Similar Services for Similar Projects

- A. List a maximum of 5 relevant, similar projects, either currently in progress or having been completed *in the past 5 years*, containing work comparable to this specific Project, including any projects with the City, as follows:
 - List <u>only</u> projects involving the key team members or subcontractors proposed for this Project.
 - List projects in date order with newest projects listed first and include the following:
 - Brief project description;
 - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
 - Contract dollar amount and total time period involved. Demonstrate your firm's previous successes in being able to deliver similar projects on time and at or under budget;
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.
- B. Provide an <u>organization chart</u> of all key team members who will be directly involved in providing services, including any subcontractors, to be assigned specifically to this project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm. Identify any member of the team that is certified as a minority, women or small business firm.
- C. Discuss your firm's/team's qualifications and previous experience on similar or related projects, specifically:
 - [List qualifications or experience desired]
- D. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, and any problems encountered and methods used to mitigate issues.
- E. Resumes may be submitted for each proposed key team member. Resumes will not be counted towards the page limit.

Tab 2: Availability of the Firm and Key Team Members for This Project

- A. Describe a specific project or example that illustrates your team availability and responsiveness.
- B. Discuss availability of key team members by providing a list of current projects/work for each key team member.

Tab 3: Project Understanding, Methodology and Approach

- A. Discuss the Firm's understanding of the Project objectives and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. Describe any methods the firm intends to use to reduce project costs. Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the proposer's intended methods for servicing the requirements of all aspects of the Project set forth herein.
- B. Describe any support needed from City staff in order to execute the Services.
- C. Describe the firm's Project Management and Quality Control procedures, processes for performance, and past involvement in projects of similar nature to those anticipated as a result of this solicitation.
- D. Discuss the firm's Management and Quality Control procedures related to subconsultants.
- E. Discuss the firm's processes and procedures for meeting schedules and budgets.

<u>Tab 4</u>: Charlotte Business INClusion Minority, Women, and Small Business (MWSBE) Inclusion Strategy

- A. Please detail MWSBE participation on past, similar projects, including a brief description, established goal, total goal achieved and total number of MWSBE firms utilized.
- B. Identify outreach efforts that will be employed by the Proposer to maximize inclusion; identify outreach efforts that have already been conducted in connection with this RFQ.
- C. Please identify MWSBE firms that will be utilized during the initial planning/design/preconstruction stage of this RFQ on the CBI Form 3, with their corresponding scopes of work
- D. For this RFQ, have you communicated with any local Minority and Small Business Enterprises to discuss participation opportunities? If so, who? For what scopes?

For more information on Charlotte Business INClusion please refer to Section 2 of this RFQ.

Tab 5: Required Forms

Forms provided with this RFQ shall be completed and submitted with the SOQ. Required Forms will not be counted towards the page limit. Failure to submit required forms may be grounds for rejection of submission at the sole discretion of the City.

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFQ shall be addressed to the Contracts Administrator identified in this RFQ. With the exception of communications with the Contracts Administrator and Charlotte Business INClusion (CBI) Compliance Officer for this RFQ, firms and their staffs are prohibited from communicating with elected City officials, City staff and any evaluation committee member regarding this RFQ or SOQ from the time the RFQ is released until the selection results are publicly announced. These restrictions include "thank you" letters, phone

calls, emails, and any contact that results in the direct or indirect discussion of this RFQ and/or the SOQ submitted by the firm/team. Violation of this provision may lead to disqualification of the firm's SOQ for consideration.

2.2 <u>Duties and Obligations of Firms in the RFQ Process</u>

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

2.3 Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the City's Procurement Portal. Any requests for additional information or clarifications should be submitted through the **Vendor Discussion** section on the Procurement Portal or via email by the "Deadline for Questions" stated in **Section 1.3 – RFQ Schedule of Events**.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFQ, the firm shall be deemed to have represented and warranted that its SOQ submittal is not made in connection with any competing firm submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subconsultants, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this RFQ.

2.5 Public Records

Upon receipt by the City, each SOQ becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm must specifically and clearly be identified by separating them from the rest of the Proposal and marked as "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this SOQ" on each page of the trade secret and (b) the document(s) containing the trade secret designations must be uploaded separately in the Procurement Portal.

In submitting an SOQ, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire SOQ as a trade secret may be disqualified from consideration.

2.6 <u>Cost of SOQ Preparation</u>

The City shall not be liable for any expenses incurred by any firm responding to this RFQ. Firms submitting a SOQ in response to this RFQ agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever

for reimbursement from the City for the costs and expense associated with preparing and submitting a SOQ. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFQ.

2.7 Advertising

In submitting a SOQ, the firm agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

2.8 <u>Vendor Registration with City of Charlotte</u>

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

2.9 Registration with Secretary of State for North Carolina; Licensed Engineers/Architects

Any firm wishing to be considered for the Services must be properly registered with the Office of the Secretary of State and with either the North Carolina Board of Registration for Professional Engineers and Land Surveyors or the North Carolina Board of Architecture, as applicable, at the time of submission of the SOQ. The firm(s) selected under this RFQ will be responsible for providing all professional, technical, managerial, and administrative staff with the appropriate skills and qualifications to perform the required Services. The person in responsible charge of the work must be a registered professional in the State of North Carolina and must have good ethical and professional standing.

Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the NC Board of Registration for Professional Engineers and Land Surveyors or North Carolina Board of Architecture, as applicable. It will be the responsibility of the prime firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a SOQ. For detailed licensing requirements, refer to North Carolina General Statutes (http://www.ncbels.org/rulesandlaws.html).

2.10 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability.

2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFQ (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.12 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ responses either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The City reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall SOQ that is most advantageous to the City. The City also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

2.13 Contract

The contents of this RFQ and all provisions of the successful SOQ deemed responsive by the City may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City's perspective as a result of the RFQ process and SOQ(s) received. The final negotiated contract may include the scope of work as outlined in this RFQ along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFQ process.

2.14 Equal Opportunity

The firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

2.15 E-Verify Certification

The firm shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

2.16 Familiarity and Compliance with Laws and Ordinances

The firm shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

2.17 Insurance Requirements

The consultant selected under this RFQ will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- <u>Automobile Liability Insurance</u>: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- <u>Comprehensive General Liability</u>: Bodily injury and property damage liability as shall protect the consultant and any subcontractor performing work under the agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the consultant, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- Worker's Compensation and Occupation Disease Insurance: In conformance with State law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

• <u>Professional Liability Insurance</u>: In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under a contract. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

2.18 Background Checks

Certain City facilities require a background check of all company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

2.19 North Carolina Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel

The Consultant certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a consultant engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract consultant further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to consultant appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INClusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated

by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

A Goal Waiver was issued for this opportunity. Firms are highly encouraged to consider any and all possibilities for M/W/SBE participation. A complete list of City certified SBEs is available at https://charlotte.diversitycompliance.com/

3 FEDERAL CONTRACT TERMS AND CONDITIONS

This exhibit must be included in all solicitations, including those where federal funds may be used to fund purchases of products, services, or construction solicited by this solicitation document. This Exhibit is attached and will be incorporated into the contract between the City and the selected consultant. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

Contracts resulting from this solicitation process will be for a fixed price and task orders may be issued with federal funds. The provisions required under 2 CFR §200.326 and as provided under 2 CFR Part 200, Appendix II, among other provisions, are incorporated herein by reference.

- 3.1 **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form Vendor Debarment Certification is incorporated herein as Form [EXHIBIT LETTER].
- 3.2 **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3.3 **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3.4 Clean Air Act and Federal Water Pollution Control Act. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 3.5 **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Company certifies that:
- 3.6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 3.6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 3.6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.6.4. The Company's completed "Byrd Anti-Lobbying Certification" Form is incorporated herein.
 - 3.7 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply 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, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
 - 3.8 **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply 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.
 - 3.9 **DHS Seal, Logo, and Flags**. The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 - 3.10 **The Federal Government Not a Party to this Contract** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

<u>Form – Execution of SOQ</u> 2024 NBIS INSPECTION PROGRAM AND NON-QUALIFYING BRIDGE PROGRAM

The person executing the SOQ, on behalf of the Consultant, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Consultant has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Consultant has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Consultant intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFQ constitutes certification that the Consultant and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this SOQ, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this SOQ, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Consultant:	☐ Sole Proprietor	
(check 1 box)	☐ Partnership	
	☐ Corporation	(identify the State of incorporation)
	☐ Limited Liability Company	(identify the State of incorporation)
Company Legal Name:		
Mailing Address:	_	
City/State/Zip:		
Phone:		Email:
Printed Name:		Title:
Signature:		Date:

CBI FORM 3: Subcontractor / Supplier Utilization Commitment

This form <u>MUST</u> be submitted at the time of Proposal Opening. *Copy this CBI Form 3 as needed*. Failure to properly complete and submit Form 3 with the Bid constitutes grounds for rejection of the Proposal.

Per Section 3.5 of the CBI Administrative Procedures Manual, the Subcontractor/Supplier Utilization Commitment (CBI Form 3), captures information regarding the MWSBEs and other subcontractors and suppliers that the Bidder intends to use on the Contract FOR ALL TIERS. M/W/SBEs must satisfy the requirements of Section 2 of the CBI Administrative Procedures Manual in order to count the work they intend to perform on the contract with its own current workforces towards the Contract Goal, and must list themselves below.

Bidder Name:		
Project Name:		
	Established MBE Goal:	TBD
	Established WBE Goal:	TBD
	Established SBE Goal:	TBD

List below all <u>M/W/SBEs</u> that you intend to use on this Contract.

NOTE: You will only receive credit for M/W/SBEs that are currently certified with the City as of the Bid Opening Date.

M/W/SBE Vendor Name (Non-Hauling Services)	Description of work / materials	NIGP Code

CBI FORM 3: Subcontractor / Supplier Utilization Commitment
List below all non-M/W/SBEs (subcontractors and suppliers) that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code

06-2023

Letters of Intent submitted upon notice from the City

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent (CBI Form 4) for each M/W/SBE listed on CBI Form 3. Each Letter of Intent must be executed by both the M/W/SBE and the Bidder. The City shall not count proposed M/W/SBE utilization for which it has not received a Letter of Intent by this deadline. The Bidder is still obligated to pay the M/W/SBE the full amount listed on the Contract with the M/W/SBE regardless of what percentage is actually counted towards the M/W/SBE Goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Administrative Procedures Manual, you must comply with the following:

- You must maintain the level of M/W/SBE participation stated in the Contract throughout the duration of the Contract, except as specifically allowed in Section 5
- If you need to terminate or replace a M/W/SBE, you must comply with Section 5.3
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Section 5.4
- A Letter of Intent (CBI Form 4) must also be submitted for each M/W/SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-MBE/SBE, WBEs, SBEs and MBEs) that you use on this contract must be registered in the City's vendor database.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- (a) It has complied with all provisions of the CBI Policy and Administrative Procedures Manual; and,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy and

Administrative Procedures Manual shall constitute grounds for rejection of your bid.

Signature of Authorized Official Printed Name Title Submittal Date

Form – Vendor Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under this Agreement, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
- 2. Have within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ I hereby certify as stated above:	
(Print Name)	Signature
Title	Date
☐ I am unable to certify to one or more t box if applicable]	he above statements. Attached is my explanation. [Check
(Print Name)	Signature
Title	 Date

<u>Form – Byrd Anti-Lobbying Certification</u>

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	(the	"Company"),	certifies	or	affirms	the
truthfulness and accuracy of each statement of its	certific	ation and discl	osure, if ar	ıy. In	addition	, the
Company understands and agrees that the provertification and disclosure, if any.	isions c	of 31 U.S.C. A	3801, et s	eq.,	apply to	this
(Print Name)		Company	/ Name			
Authorized Signature	_	Address				
 Date	_	City/Stat	 e/Zip			

Form – Key Team Member Matrix

(Attach additional sheets as necessary)

KEY TEAM MEMBERS	Key Team Member 1	Key Team Member 2	Key Team Member 3
Name			
Professional Certifications/Licenses (include Certification/License #)			
Relevant Academic Degree(s)			
Proposed Role/Function for Projects	Project Manager		
Office Location (City, State)			
Number of Years with Current Firm			
Number of Years of Relevant Experience			
Availability to provide Services for this Project			
List Notable Projects/Experience			

EXHIBIT A - SCOPE OF SERVICES

1.0 INSPECTION SERVICES

The Engineer shall furnish all labor, materials and equipment and perform all operations required at each and every bridge and culvert listed in this Contract in order to:

- 1. Perform a complete bridge safety inspection,
- 2. Analyze, and compute the load rating for standard AASHTO "HS" design loads at operating and at inventory stress levels for bridges designed by ASD or LFD methods.
- 3. Analyze, and compute the rating for standard AASHTO "HL93" and "HS 20" design load at operating and at inventory stress levels for bridges designed by the LRFD method.
- 4. For Bridges designed by LFD or ASD compute the maximum allowable gross weight that can be permitted on each bridge at the operating stress level for the applicable legal loads as identified by NCDOT.
- 5. For Bridges designed by LRFD compute the maximum allowable gross weight that can be permitted on each bridge at the operating stress level for the applicable legal loads as identified by NCDOT.
- 6. Recommend posting weight limits, if required;
- 7. List all maintenance needs;
- 8. For each bridge, submit one (1) printed copy of the Engineer's report concerning the bridge to the City, plus a CD or flash drive.

The Engineer's reports shall include the following:

- A narrative description of the physical condition of every component of the structure;
- A summary of findings (including a list of maintenance needs);
- Photographs showing the bridge from both approach directions, from the sides, and, as necessary, showing attached utilities, unusual construction, and deterioration or damage;
- A cross section of the stream and banks on each side of each bridge structure at stream crossings.
- A description of the existing bridge; and
- Test reports if applicable.

Each report shall also include all field notes, sketches, photographs, computations, computer input and output sheets, and other source documents used to prepare the report. The reports shall be made on forms supplied by the NCDOT.

The Engineer shall classify all found conditions as new, noted in the previous report and unchanged, or not noted in the previous report.

The Engineer shall submit "critical findings" in writing to the City within 24 hours of their discovery. The Engineer shall notify (within 1 hour via phone or email) the City of Charlotte of "critical findings" that pose imminent safety hazard to the traveling public.

Where a railing is not present, the Engineer shall provide an evaluation regarding whether or not a railing is needed and identify the steps to provide a railing that meets present safety standards. The Engineer shall provide analysis computations and sufficient computer input data to check analysis and rating.

All work shall be performed in compliance with the latest editions of the following documents:

- National Bridge Inspection Standards (23 CFR Part 650)
- NCDOT Bridge Inspection Manual
- AASHTO Manual for Bridge Element Inspection
- AASHTO Manual For Bridge Evaluation
- FHWA Recording And Coding Guide For The Structure Inventory And Appraisal Of The Nation's Bridges December 1995 and/or SNBI.

In case a discrepancy is found in the documents listed above, the discrepancy shall be promptly reported to the NCDOT's State Structures Engineer for resolution by NCDOT.

The Engineer shall contact the City in writing to request any data that would assist the Engineer in the accomplishment of the work on this Project. Upon request, the City will provide plans for the bridges when available and copies of appropriate City maps showing the locations of the bridges within the City.

The Engineer shall be responsible for obtaining and paying for any required permits and rights of access necessary to perform the work.

The Engineer shall be responsible to provide site specific traffic control plans and service as deemed necessary by City of Charlotte, or the Engineer. When possible, the Engineer shall implement the City of Charlotte's traffic control standards.

The Engineer shall provide sufficiency rating calculations for all non-qualifying Structures.

The Engineer shall provide a list of prioritized repair recommendations with estimated quantities in excel format. This list will later be divided into two separate lists. One list will include all the recommended maintenance and repairs that were completed. The other list will include all the recommended maintenance and repairs that were not completed.

The Engineer shall update the City of Charlotte's asset management database with the new data from the inspection reports.

The Engineer shall provide daily schedule updates during the inspection phases of the project and coordinate all lane closures on a weekly basis.

2.0 ADDITIONAL SERVICES – (AS NEEDED)

- Provide drawing review;
- Provided emergency bridge impact inspection and repair service;
- Provided general repair services;
- Provided 3d laser scanning monitoring service;
- The Engineer shall assist the City of Charlotte in identifying bridge replacement projects eligible for federal funding and assist with preparing the required documentation to obtain the federal funding.
- The Engineer shall assist the City of Charlotte with invoicing NCDOT for the 2024 Bridge Inspection cycle within 30 days of qualifying bridge inspection completion.

EXHIBIT B - 2024 NON-QUALIFYING STRUCTURES

	Structure Number	Traffic	Facility Carried	Feature Intersected	Last Inspection Date
1	COC001	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2022
2	COC002	Pedestrian	Pedestrian Walkway	Gum Branch	2022
3	COC003	Pedestrian	Pedestrian Walkway	E. Martin Luther King Blvd.	2022
4	COC004	Pedestrian	Pedestrian Walkway	Little Hope Creek	2022
5	COC007	Pedestrian	Pedestrian Walkway	Edward Branch	2022
6	COC008	Pedestrian	Pedestrian Walkway	McMullan Creek Trib.	2022
7	COC011	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2022
8	COC013	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2022
9	COC027	Vehicle	Canon Ave.	Derita Branch	2022
10	COC029	Pedestrian	Pedestrian Walkway	Cambell Creek Trib.	2022
11	COC059	Pedestrian	Pedestrian Walkway	Charlottetowne Ave	2022
12	590466	Pedestrian	Pedestrian Walkway	East Trade Street	2022
13	590467	Pedestrian	Pedestrian Walkway	East 4th Street	2022
14	590468	Pedestrian	Pedestrian Walkway	South College Street	2022
15	590470	Pedestrian	Pedestrian Walkway	East 3rd Street	2022
16	590471	Pedestrian	Pedestrian Walkway	South College Street	2022
17	590483	RR	Norfolk Southern Railroad	Tyvola Road	2022
18	590553	Pedestrian	Pedestrian Walkway	West 4th Street	2022
19	590554	Pedestrian	Pedestrian Walkway	South College Street	2022
20	590618	Pedestrian	Pedestrian Walkway	East 4th Street	2022
21	590654	Pedestrian	Pedestrian Walkway	North Caswell Street	2022
22	590655	Pedestrian	Pedestrian Walkway	North College Street	2022
23	590656	Pedestrian	Pedestrian Walkway	5th Street	2022
24	590697	RR	Norfolk Southern Railroad	West 5th Street	2022
25	590699	RR	Norfolk Southern Railroad	6th Street	2022
26	590699b	RR	Norfolk Southern Railroad	6th Street	2022
27	590700	RR	Norfolk Southern Railroad	Tryon Street	2022
28	590701	RR	Norfolk Southern Railroad	Trade Street	2022
29	590702	RR	Norfolk Southern RR	4th Street	2022
30	590703	RR	CSX Railroad	Idaho Dr.	2022
31	590704	RR	CSX Railroad	Seigle Ave.	2022
32	590705	RR	CSX Railroad	Hawthorne Lane	2022
33	590706	RR	CSX Railroad	Tryon St.	2022
34	590707	RR	CATS Blue Line	Trade Street	2022
35	590708	RR	CATS Blue Line	3rd Street	2022
36	590709	RR	CATS Blue Line	4th Street	2022

	Structure Number	Traffic	Facility Carried	Feature Intersected	Last Inspection Date
37	590712	Pedestrian	Pedestrian Walkway	E. 5th Street	2022
38	590713	Pedestrian	Pedestrian Walkway	S. Caswell Rd.	2022
39	590741	Pedestrian	Pedestrian Walkway	Church St.	2022
40	591008	RR	CATS Blue Line	Stonewall St.	2022
41	New	Pedestrian	Pedestrian Walkway	Wright Ave	
42	New	Pedestrian	Pedestrian Walkway	Brevard street	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C - 2024 QUALIFYING - NBIS BRIDGE LIST

	Structure Number	Facility Carried	Feature Intersected	Last Inspection Date
1	590006	CHOATE CIRCLE	STEEL CREEK	2022
2	590007	CHOATE CIRCLE	POLK DITCH	2022
3	590020	PARK ROAD	LITTLE SUGAR CREEK	2022
4	590021	PARK RD	BRIAR CREEK	2022
5	590039	MARGARET WALLACE	MCALPINE CREEK	2022
6	590042	IDLEWILD ROAD	MCALPINE CREEK	2022
7	590056	HIGHLAND AVENUE	NORFOLK SOUTHERN RR.	2022
8	590057	PLOTT ROAD	REEDY CREEK	2022
9	590074	ROCKY RIVER RD.	TOBY CREEK	2022
10	590081	HUCKS ROAD	BR. OF CLARKS CK, TRIB.1	2022
11	590106	SLATER ROAD	IRWIN CREEK	2022
12	590144	GUM BRANCH ROAD	GUM BRANCH	2022
13	590152	PINEY TOP DR.	COFFEY CREEK	2022
14	590154	LA SALLE STREET	IRWIN CREEK	2022
15	590155	OLD DOWD RD	NSRR	2022
16	590164	CHARLOTTETOWNE AVE	LITTLE SUGAR CREEK	2022
17	590197	SMITH RD.	WALKER BRANCH	2022
18	590200	JOHNSTON RD.	MCMULLEN CREEK	2022
19	590210	MICHAEL BAKER ROAD	BRIAR CREEK	2022
20	590232	ELIZABETH AVENUE	LITTLE SUGAR CREEK	2022
21	590233	JOHN PRICE ROAD	STEELE CREEK	2022
22	590234	COULWOOD DRIVE	GUM BRANCH	2022
23	590240	QUAIL HOLLOW RD.	MCMULLEN CREEK	2022
24	590254	MATHESON AVENUE	NORTH DAVIDSON STREET	2022
25	590255	MATHESON AVE.	SOU.RR,BREVARD ST.	2022
26	590258	W. TRADE STREET	IRWIN CREEK	2022
27	590273	ROZZELLES FERRY RD	STEWART CREEK	2022
28	590274	MATHESON AVE.	LITTLE SUGAR CREEK	2022
29	590365	MARGARET WALLACE R	CAMPBELL CREEK	2022
30	590368	W. TRADE STREET	STEWART CREEK	2022
31	590370	PARKWAY AVENUE	LAKEWOOD BRANCH	2022
32	590372	TODDVILLE RD.	PAW CREEK	2022
33	590374	REMOUNT ROAD	SOUTHERN RAILROAD	2022
34	590375	CLANTON ROAD	IRWIN CREEK	2022
35	590376	BARRINGER DRIVE	IRWIN CREEK	2022
36	590377	REMOUNT ROAD	IRWIN CREEK	2022

	Structure Number	Facility Carried	Feature Intersected	Last Inspection Date
37	590378	WESTINGHOUSE BLVD.	NORFOLK SOUTHERN RR	2022
38	590379	SOUTHWEST BLVD.	STEWART CREEK TRIBUTARY	2022
39	590380	LASALLE STREET	STEWART CREEK	2022
40	590381	PAW CREEK ROAD	PAW CREEK	2022
41	590382	CORNET WAY	LAKEWOOD BRANCH	2022
42	590383	WEST TYVOLA RD.	SOUTHERN RAILROAD	2022
43	590384	STATE STREET	STEWART CREEK	2022
44	590385	TUCKASEEGEE ROAD	STEWART CREEK	2022
45	590386	TUCKASEEGEE ROAD	PEDESTRIAN FOOTPATH	2022
46	590387	SHARON ROAD	LITTLE SUGAR CREEK	2022
47	590389	4TH STREET EXT.	IRWIN CREEK & PEDESTRIAN	2022
48	590390	MOCKINGBIRD LANE	LITTLE HOPE CREEK	2022
49	590391	SENECA PLACE	LITTLE HOPE CREEK	2022
50	590392	TYVOLA ROAD	LITTLE SUGAR CREEK	2022
51	590393	ARCHDALE DRIVE	LITTLE SUGAR CREEK	2022
52	590394	BRANDYWINE AVENUE	LITTLE SUGAR CREEK	2022
53	590395	HILLSIDE AVENUE	LITTLE SUGAR CREEK	2022
54	590396	PRINCETON AVENUE	LITTLE SUGAR CREEK	2022
55	590397	EAST BOULEVARD	LITTLE SUGAR CREEK	2022
56	590398	MEDICAL CENTER DR.	LITTLE SUGAR CREEK	2022
57	590399	PEARL PARKWAY	LITTLE SUGAR CREEK	2022
58	590402	KINGS DRIVE	C.P.C.C.PARKING LOT	2022
59	590405	STARITA ROAD	IRWIN CREEK	2022
60	590406	WOODWARD AVENUE	ABANDONED SRR	2022
61	590407	NORTH CALDWELL ST.	SEABOARD COASTLINE RR	2022
62	590408	EAST 11TH STREET	CATS, Light Rail	2022
63	590409	BELMONT AVENUE	LITTLE SUGAR CREEK	2022
64	590410	18TH STREET	LITTLE SUGAR CREEK	2022
65	590411	PARKWOOD AVENUE	LITTLE SUGAR CREEK	2022
66	590412	N. DAVIDSON STREET	LITTLE SUGAR CREEK	2022
67	590413	SHARON ROAD	BRIAR CREEK	2022
68	590414	SHARON VIEW ROAD	MCMULLEN CREEK	2022
69	590415	MOUNTAIN BROOK RD.	MCMULLEN CREEK	2022
70	590416	DALECREST DRIVE	IRWIN CREEK	2022
71	590417	WEST CRAIGHEAD RD	DERITA BRANCH	2022
72	590418	EAST 36TH STREET	LITTLE SUGAR CREEK	2022
73	590419	RANDOLPH ROAD	BRIAR CREEK	2022
74	590420	ARBORWAY LANE	MCMULLEN CREEK	2022
75	590421	FAIRVIEW ROAD	MCMULLEN CREEK	2022

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76	590422	KENTBROOK DRIVE	LITTLE SUGAR CREEK	2022
77	590423	WELLINGFORD ROAD	LITTLE SUGAR CREEK	2022
78	590424	CRAIGHEAD ROAD	LITTLE SUGAR CREEK	2022
79	590425	COUNTRY CLUB DRIVE	BRIAR CREEK	2022
80	590426	CENTRAL AVENUE	BRIAR CREEK	2022
81	590427	COMMONWEALTH AVE.	BRIAR CREEK	2022
82	590428	BRIAR CREEK ROAD	EDWARDS BRANCH	2022
83	590429	RANDOLPH ROAD	MCMULLEN CREEK	2022
84	590431	OLD PROVIDENCE RD.	MCALPINE CREEK	2022
85	590432	SHAMROCK DRIVE	BRIAR CREEK	2022
86	590433	SARDIS LANE	MCALPINE CREEK	2022
87	590434	SARDIS ROAD	MCALPINE CREEK	2022
88	590435	BARRINGTON DRIVE	BRIAR CREEK	2022
89	590436	MILTON ROAD	BRIAR CREEK TRIBUTARY	2022
90	590437	GALWAY DRIVE	BRIAR CREEK TRIBUTARY	2022
91	590438	EXECUTIVE CTR DR.	CAMPBELL CREEK	2022
92	590439	REDDMAN ROAD	CAMPBELL CREEK TRIB.	2022
93	590441	HOVIS ROAD	CSX RR	2022
94	590443	MORRIS FIELD DRIVE	SOUTHERN RAILROAD	2022
95	590444	HOSKINS ROAD	STEWART CREEK	2022
96	590445	IDLEWILD ROAD	CAMPBELL CREEK	2022
97	590446	SARDIS ROAD NORTH	SARDIS BRANCH	2022
98	590447	COLONY ROAD	BRIAR CREEK	2022
99	590465	JOSH BIRMINGHAM PKWY.(East)	NSRR	2022
100	590477	WESTMONT DRIVE	SOUTHERN RAILROAD	2022
101	590484	OLD STEELE CRK RD.	SOUTHERN RAILROAD	2022
102	590485	CHADSFORD PLACE	BR.OF BRIAR CREEK	2022
103	590486	TYVOLA ROAD	LITTLE SUGAR CREEK TRIB.	2022
104	590497	SARDIS RD.	SEABOARD COASTLINE RR	2022
105	590498	SARDIS RD.NORTH	BEARD CREEK	2022
106	590527	FOUR MILE CRK ROAD	BRANCH OF FOURMILE CREEK	2022
107	590547	KATHERINE KIKER RD	BACK CREEK	2022
108	590555	DWIGHT EVANS ROAD	SOUTHERN RAILROAD	2022
109	590556	TYVOLA ROAD	SUGAR CREEK	2022
110	590557	HEBRON STREET	KING BRANCH CREEK	2022
111	590560	RED HICKORY LN.	STEELE CREEK TRIBUTARY	2022
112	590617	EAST HARRIS BLVD.	CAMPBELL CREEK	2022
113	590646	ELMSTONE DR.	BRANCH	2022
114	590696	SEQUOIA RED LANE	REA BRANCH	2022

	Structure Number	Facility Carried	Feature Intersected	Last Inspection Date
115	590710	SHARON VIEW RD.	SWAN RUN BRANCH	2022
116	590810	BALLANTYNE CR. AVE	GOLF CART PATH	2022
117	591012	E.WESTINGHOUSE BLV	KINGS BRANCH	2022
118	591013	BREVARD STREET	LITTLE SUGAR CREEK	2022
119	591015	COLONY ROAD	MCALPINE CREEK	2022
120	591016	JOHNSTON ROAD	MCALPINE CREEK	2022
121	591017	PAVILION BLVD.	MALLARD CREEK	2022
122	591019	WESTINGHOUSE BLVD.	LITTLE SUGAR CREEK	2022
123	591032	BALLANTYNE CORP.PL	US 521/I-485 RAMP	2022
124	591034	BALLANTYNE CORP.PL	MCALPINE CK.TRIBUTARY	2022
125	591035	HIGHLAND CRK.PKWY	CLARK CK.TRIBUTARY	2022
126	591164	BERRYHILL ROAD	BRIAR CREEK TRIBUTARY	2022
127	591166	HIGHLAND CRK. PKWY	CLARK CREEK TRIBUTARY	2022
128	591167	NORTH FALLS DRIVE	SUGAR CREEK TRIBUTARY	2022
129	591168	SAXONBURY ROAD	CLARK CREEK	2022
130	591169	SHAMROCK DRIVE	BRIAR CREEK TRIBUTARY	2022
131	591170	TYVOLA CENTRE DR.	IRWIN CREEK TRIBUTARY	2022
132	591314	CRUMP ROAD	NORFOLK SOUTHERN RR	2022
133	591315	LINDA LAKE DRIVE	LINDA LAKE	2022
134	591332	FRED D ALEXANDER BLVD	MT. HOLLY RD	2022
135	591333	FRED D ALEXANDER BLVD	CSX RR	2022
136	591334	FRED D ALEXANDER BLVD	CSX RR	2022
137	591335	REA ROAD	REA BRANCH CREEK	2022
138	591336	DENBUR DRIVE	CREEK	2022
139	591360	PARKWOOD AVENUE	LITTLE SUGAR CREEK TRIB.	2022
140	591361	DAVIDSON ST.	LITTLE SUGAR CREEK TRIB.	2022
141	591362	BELMONT AVE.	LITTLE SUGAR CREEK TRIB.	2022
142	591363	NORTH CALDWELL ST	LITTLE SUGAR CREEK TRIB.	2022
143	591364	BARCLAY DOWN DR.	BRANCH OF BRIAR CREEK	2022
144	591365	COLONY RD.	McMULLEN CREEK	2022
145	591366	WILMORE DR.	BRANCH OF IRWIN CREEK	2022
146	591367	IDLEBROOK DR.	BRANCH OF CAMPBELL CREEK	2022
147	591368	SHEFFIELD DR.	EDWARDS BRANCH	2022
148	591369	MARLWOOD CIR.	MCALPINE CREEK	2022
149	591370	SEIGLE AVE.	BRANCH OF LITTLE SUGAR CRREK	2022
150	591371	HUBBARD RD.	Creek Tributary	2022
151	591372	ARCHDALE DR.	KINGS BRANCH CREEK	2022
152	591373	NORTHLAKE CENTERE PKWY.	DIXON BRANCH CREEK	2022
153	591374	SWANS RUN RD.	BRANCH OF McALPINE CREEK	2022

	Structure Number	Facility Carried	Feature Intersected	Last Inspection Date
154	591375	BRADBURY DR.	BRANCH OF LITTLE HOPE CREEK	2022
155	591376	DONEGAL DR.	BRANCH OF McMULLEN CREEK	2022
156	591377	IBM DR.	BRANCH OF DOBY CREEK	2022
157	591378	KENILWORTH AVE.	BRANCH OF LITTLE SUGAR CRREK	2022
158	591379	ERINSHIRE RD.	MCMULLEN CREEK	2022
159	591380	LIONESS ST.	BRANCH OF WALKER BRANCH	2022
160	591381	GLENBURN LN.	BRANCH OF BEAVER DAM CREEK	2022
161	591382	GLEN LAKE	BRANCH OF TAGGART CREEK	2022
162	591383	ALVARADO WY.	BRANCH OF FLAT BRANCH	2022
163	591384	SONOMA VALLEY DR.	BRANCH OF LONG CREEK	2022
164	591385	ALLEGNANY ST.	BRANCH OF TAGGART CREEK	2022
165	591406	MARSHALL DRIVE	NSRR	2022
166	591408	JOSH BIRMINGHAM PKWY.	AIRPORT LOOP RD.	2022
167	591409	JOSH BIRMINGHAM PKWY. (West)	NSRR	2022
168	591410	N. JOSH BIRMINGHAM PKWY.	PARKING AREA	2022
169	591411	JOSH BIRMINGHAM PKWY.	N. JOSH BIRMINGHAM PKWY.	2022
170	591421	BECKINHALL DR.	PAW CREEK	2022
171	591422	PAW VILLAGE RD. EXT.	TRIBUTARY OF PAW CREEK	2022
172	591423	CHAMBERLIN RD.	Creek	2022
173	591425	Wrenwood Lane	Briar Creek Tributary	2022
174	591426	Allenwood Road	Sixmile Creek	2022
175	591427	N. Clarkson Lane	Irwin Creek Tributary	2022
176	591428	Creek Breeze Road	Stony Creek	2022
177	591429	IBM Drive	Creek	2022
178	591430	Backcreek Drive	Back Creek	2022
179	591431	Barlowe Rd	Stewart Creek	2022
180	591540	Walker Branch Rd	WALKER BRANCH	2022
181	591539	Yellowstone Dr	Stewart Creek	2022
182	591538	Tuckaseegee Rd	Ticer Branch	2022
183	591645	25th Street	Little Sugar Creek	2022
184	New	Lower Ave Bridge	McAlpine Creek Tributary	
185	New	Upper Ave Bridge #1	McAlpine Creek Tributary	
186	New	Upper Ave Bridge #2	McAlpine Creek Tributary	
187	New	Country Club Drive #2	Briar Creek Branch	
188	New	Parview Dr	Rea Branch Creek	