REQUEST FOR QUALIFICATIONS (RFQ)

RFQ No. SP-2019-01

New Hope Creek & Little Creek Watershed Improvement Plan

Date Issued: November 14, 2018
Contents

10. Date of RFQ .....................................................................................................................................................4
20. Project Manager and Contact with City; Questions about this RFQ ..............................................................4

DESCRIPTION OF PROJECT AND NATURE OF RFQ ............................................................................ 4
30. Project .............................................................................................................................................................4
40. Scope of Work ................................................................................................................................................5
50. Compensation Amount and Schedule ............................................................................................................9
60. Definitions in this RFQ: City, RFQ, Proposal, Candidate, Contractor, Should ................................................9
70. Contract ..........................................................................................................................................................9
80. Trade Secrets and Confidentiality ............................................................................................................... 10
85. Reserved ................................................................................................................................................... 11
90. Bonds ........................................................................................................................................................... 11
100. Insurance Requirements ............................................................................................................................ 11
110. Discretion of the City ................................................................................................................................. 12

SCHEDULE ................................................................................................................................... 12
120. Schedule .................................................................................................................................................... 12
130. Keeping Proposals Open ............................................................................................................................. 13
140. Deadline to Submit Proposals ................................................................................................................... 13

GETTING MORE INFORMATION ON THE PROJECT AND RFQ PROCESS ........................................... 13
150. Questions ................................................................................................................................................... 13
160. Pre-submittal conferences, meetings, and site visits ................................................................................ 13
170. Updates and revisions to RFQ .................................................................................................................... 13

EVALUATION CRITERIA ................................................................................................................ 13
180. Evaluation Criteria ..................................................................................................................................... 13
190. Understanding of the Project — 25 points ................................................................................................ 13
200. Methodology Used for the Project — 20 Points ....................................................................................... 14
210. Project Management — 20 Points ............................................................................................................. 14
220. Experience and Qualifications — 25 Points ............................................................................................ 14
225. Proposals — 10 points ............................................................................................................................... 15
226. Reserved ................................................................................................................................................... 15
230. Reserved ................................................................................................................................................... 15
CONTENTS OF PROPOSAL

240. Contents of Submittal

250. Equal Business Opportunity Program (EBOP)

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal

280. Format

290. Alternative Proposals

300. Candidate to Bear Expense; No Claims against City

310. Reserved

MISCELLANEOUS

320. Notice under the Americans with Disabilities Act

330. Values of City of Durham regarding Treatment of Employees of Contractors

340. Ownership of Work Products

350. Reserved

360. E-Verify Requirements

370. State Treasurer’s lists regarding Iran and Boycott of Israel

Exhibit A – City of Durham, Equal Business Opportunity Program, Professional Services Forms

Exhibit B – Non-Collusion Affidavit

Exhibit C – Professional Services Contract
10. Date of RFQ.
November 14, 2018

20. Project Manager and Contact with City; Questions about this RFQ.
Direct questions and concerns to the following.

ATTN: Lance Fontaine
Public Works Department
101 City Hall Plaza
Durham NC 27701-3329
Phone: (919) 560-4326, ext. 30257
Fax: (919) 560-4316
E-mail: Lance.Fontaine@DurhamNC.gov

Project Web Page: http://durhamnc.gov/3766

If you have concerns about this RFQ that you believe are not being addressed by the project manager, please contact the following.

ATTN: Sandra Wilbur
Public Works Department
101 City Hall Plaza
Durham NC 27701-3329
Phone: (919) 560-4326
Fax: (919) 560-4316
E-mail: Sandra.Wilbur@DurhamNC.gov

DESCRIPTION OF PROJECT AND NATURE OF RFQ

30. Project. The Public Works Department, Stormwater and GIS Services Division, is seeking a qualified engineering firm to develop a watershed improvement plan for the New Hope Creek and Little Creek watersheds in the City of Durham. Both watersheds are part of the Cape Fear River which discharges into the Atlantic Ocean near Wilmington, NC. The greater New Hope Creek watershed covers approximately 29 square miles of southwest Durham County with about two thirds of the watershed located within the current Durham City Limits. The Little Creek watershed is mostly within Orange County with approximately 6 square miles within Durham County. This watershed improvement plan is to include evaluation of Sandy Creek, Mud Creek, and lower New Hope Creek subwatersheds (the greater New Hope Watershed) and the Little Creek watershed, which together compose the New Hope Arm of B. Everett Jordan Lake watershed in Durham County. Sandy Creek watershed lies entirely within the current Durham city limits while approximately one third of Mud Creek watershed is within the city limits. A small portion of the city of Durham lies within the Little Creek watershed, mainly south and west of I-40. Booker Creek and Bolin Creek confluence in Orange County to form Little Creek, which flows through Durham County. The lower New Hope Creek watershed north of I-40 is predominantly within Durham city limits while much of the southern portion of the watershed is outside the city limits. The lower portions of these watersheds contain tracts of land that are under Federal protection for B. Everett Jordan Lake. Jordan Lake is a U.S. Army Corps of Engineers’ reservoir that was impounded in 1983 to provide flood control, water supply, protection of water quality downstream, fish and wildlife conservation, and recreation.
Land use in the greater New Hope Creek and Little Creek watersheds includes a mix of suburban development as well as commercial, industrial, rural, and agricultural areas.

The greater New Hope Creek watershed is subject to several regulatory protection programs. New Hope Creek has appeared on the State 303(d) list of impaired streams due to exceeding criteria for benthos. Mud Creek and Sandy Creek are Water Supply-V, Nutrient Sensitive Waters (WS-V; NSW) and New Hope Creek in Durham County is classified as WS-V from its source to Old Chapel Hill Road in Durham County. From Old Chapel Hill Road to Stagecoach Road New Hope Creek is classified as Water Supply-IV Nutrient Sensitive Water (WS-IV; NSW). Little Creek is classified as WS-IV Nutrient Sensitive Water from the confluence of Booker Creek and Bolin Creek in Orange County to a point 0.7 mile downstream of Farrington Road in Durham County. Jordan Lake has been declared a Nutrient Sensitive Water (NSW) and is subject to the Jordan Lake Total Maximum Daily Load (TMDL) for nutrients in order to meet the water quality criterion for chlorophyll-a. The Jordan Lake Nutrient Management Strategy (Jordan Lake Rules) was developed to restore and maintain water quality, protect the lake’s classified uses and maintain or enhance protections currently implemented by local governments in existing water supply watersheds. In brief, the Jordan Lake Rules require reductions of nitrogen and phosphorus loading into the lake. Additional information about the Jordan Lake Rules may be obtained from the NC Department of Environmental Quality (NCDEQ) | http://www.jordanlake.org/.

40. Scope of Work. The goal of this project is to prepare a Watershed Improvement Plan for the greater New Hope Creek and Little Creek watersheds and to develop an improvement plan for restoring watershed function. The Watershed Improvement Plan must meet established requirements for the Environmental Protection Agency’s (EPA) 9 Minimum Elements of Successful Watershed Plans in addition to requirements for NCDEQ Division of Mitigation Services local watershed plans (LWPs). Work will include planning, conducting public meetings and other outreach, assessment of current watershed conditions, formulation of watershed restoration goals, development of watershed restoration recommendations, identification of stormwater retrofit/restoration opportunities, water quality modeling, watershed modeling, hydraulic/hydrologic modeling, engineering, design, analysis, cost estimates, surveying, data collection, and preliminary plans and construction plans for stormwater projects.

This plan is to be consistent with watershed improvement plans previously developed by the City of Durham and is to be updated based on current regulatory requirements under the Jordan Lake Rules.

Information on previous watershed improvement plans completed by the City can be found at the following links:

- Eno River Watershed Improvement Plan: http://durhamnc.gov/2890
- Little Lick Creek Watershed Improvement Plan: http://durhamnc.gov/960
- Northeast & Crooked Creek Watershed Improvement Plan: http://durhamnc.gov/962
- Ellerbe Creek Watershed Improvement Plan: http://durhamnc.gov/954
- Third Fork Creek Watershed Improvement Plan: http://durhamnc.gov/970

Models used to develop the watershed improvement plan must perform a minimum a baseline scenario and have the ability to evaluate stormwater control measures, stream restorations, stream bank stabilizations and other stormwater practices using multiple scenarios. Hydrologic and hydrology (H & H) modeling using PC-SWMM is preferred. Explicit modeling of proposed projects is expected. Additional stormwater drainage or water quality projects not outlined below may be assigned during the contract period. The final watershed improvement plan must be clearly adequate to qualify for EPA’s 9 Key Elements for Watershed Restoration Plans shown below:
(1) An identification of the causes and sources or groups of sources that will need to be controlled to achieve pollutant load reductions estimated in the watershed;

(2) A description of the nonpoint source (NPS) management measures that will need to be implemented to achieve load reductions as well as to achieve the watershed goals identified in the watershed restoration plan (protection measures, future impacts in the watershed);

(3) An estimate of pollutant load reductions expected for the management measures;

(4) An estimate of the amount of technical and financial assistance needed, associated cost or sources, and authorities that will be relied upon to implement the plan;

(5) An information and education component that will be used to enhance public understanding of the project;

(6) A schedule for implementing the nonpoint source management measures identified in the plan that is reasonably expeditious;

(7) A description of interim, measurable milestones for determining whether nonpoint source management measures or other management control actions are being implemented;

(8) A set of criteria that can be used to determine whether pollutant load reductions are being achieved over time and substantial progress is being made towards attaining water quality standards;

(9) A monitoring component to evaluate the effectiveness of the improvement efforts over time measured against the criteria established to measure achieved pollutant load reductions.

The items below will be included in the watershed improvement plan. The numbers that follow each item heading refer to the EPA’s 9 Key Elements for Watershed Restoration Plans that the item should address.

**Current Watershed Conditions (Element 1)**
Review the geology, history, natural heritage, geography and population, land use, hydrology and flooding of the watershed. Consider past alterations, such as channelization, and the impact on water quality, habitat and aquatic life, in addition to potential future impacts, and current protection efforts. Perform a comprehensive Geographic Information Systems (GIS) analysis to determine the extent of roadway impervious cover that is present in the watershed. Review the results of the City’s and other’s water sampling and chemical and biological monitoring programs and provide recommendations that will support the City’s watershed restoration efforts.

Have qualified personnel conduct field assessments of stream condition including aquatic habitat, assessment of geomorphic stability and sediment delivery, location of impacts to water quality, utility conflicts, illicit discharges, unidentified outfalls, prevalence of septic systems, maintenance issues, availability of stationary carbon sources to support denitrification, and assessment of woody debris. Map potential water quality issues such as area of geomorphic instability, potential sources of pollution, and unidentified outfalls.

Develop a concise statement of watershed restoration goals based on those established for prior watershed improvement plans. The statement should include at a minimum Jordan Lake Rules and the NPDES permit. Pollutants should include nitrogen, phosphorus, sediment, and bacteria. An evaluation of pesticide, including fungicide and herbicide, fertilizer, trash, and/or dissolved oxygen for limited areas in the watershed may be
included. Additionally, Microbial Source Tracking to identify sources of bacteria within limited locations in the watershed should be included.

**Watershed Modeling and Scenarios (Element 1, 2, 3)**

Hydrologic and hydrology (H & H) modeling using PC-SWMM is preferred. Models used to develop the watershed improvement plan must perform a minimum baseline scenario and have the ability to evaluate stormwater control measures, stream restorations, stream bank stabilizations and other stormwater practices using multiple scenarios. Explicit modeling of proposed projects is expected.

**Stormwater Control Measure Evaluation (Element 2, 3, 4)**

Conduct a desktop analysis utilizing GIS to identify opportunities to locate stormwater control measures throughout the watershed. These are to include modifications to existing stormwater control measures (retrofits) as well as installation of new SCMs in areas not currently being treated. Conduct field investigations of qualifying SCM projects using mobile integrated data collection. Provide a recommendation for the mobile device and software for this task. ESRI-based platforms compatible with ArcGIS and SQL databases are suggested but other software platforms and methodologies will be considered.

Develop preliminary cost estimates and nutrient and pollutant reductions for all identified SCM project opportunities using H&H model and existing cost estimation tool. Specific locations are to be determined and calculations will be prepared to provide preliminary sizing of the proposed SCM project and pollutant reduction calculations. Determine design, construction and operation and maintenance costs for the design life of the proposed SCM project. Determine cost per pound of nitrogen, phosphorus and other pollutants removed per year using existing cost estimation tool. Update cost estimation tool data and functionality to ensure consistent and accurate projection of project costs. Top SCM projects will be further evaluated for nutrient reductions using currently accepted State of NC tools and methods, such as the Stormwater Nitrogen and Phosphorus (SNAP) tool.

Identify at least 5 pilot areas representative of a range of land uses and development densities in which detailed studies will be conducted. Pilot areas shall include the following land use categories: Industrial, commercial, and high, medium and low density residential (others may be substituted where appropriate). The intent of the pilot areas will be to inform and support assumptions that may be made for modeling and watershed characterization efforts.

Develop and implement a SCM project prioritization plan for the watershed and Jordan basin using existing prioritization criteria. Review and update existing prioritization criteria to ensure current City goals and initiatives are being met. Develop projects sheets for each project using the existing Proposed Projects Database and the existing project sheet template updated with any new criteria. All data needed to complete the project fact sheets is to be input into the database.

**Stream and Riparian Buffer Restoration Projects (Element 2, 3, 4)**

Identify potential areas for stream restoration projects and projects to restore riparian areas; evaluate public and private property separately. Develop a stream and riparian buffer prioritization plan. Review and update existing prioritization criteria for stream and riparian buffer projects to ensure current City goals and initiatives are being met. Use an amended approach for areas outside the City limits but inside the watersheds. Evaluate the potential of using High Definition Stream Survey methods with backpack- or boat-mounted cameras and sensing equipment to support field work. This method may be considered for data collection in the main stem or in tributaries of the watershed, if determined to be a cost-effective means of gathering useful data.
Continue an on-going study collecting stream erosion data to develop local empirical relationships between erosion estimation methods and stream bank erosion rates. Use previously collected data and collect new data in order to refine local empirical relationships using near-bank stress (NBS) and Bank Erosion Hazard Index (BEHI) observations compared to measured stream bed and bank erosion in local streams. Compare results obtained from the multi-year bank pin study using a different method, such as Root Dendrogeomorphology.

**Education/Outreach/Public Meetings (Element 5)**

Provide press releases, material suitable for social media outlets such as Facebook and Twitter, presentations, handouts, videos, radio spots, meeting facilitation, etc. concerning the project. Material must be readable and understandable by the general public at an appropriate reading level such as a Flesch-Kincaid score of 8.0. Develop outreach strategy to reach racially and socially diverse audience. Prepare outreach material in Spanish. Proposals shall include examples of original graphics/infographics developed for social media outreach and an example of bilingual outreach material.

**Watershed Plan Recommendations (Element 6, 7, 8, 9)**

Recommendations based on above evaluation for a schedule of implementation, tracking of implementation and criteria for determining if water quality standards are improving or being met including a monitoring component. Develop a City-wide prioritization strategy and implementation plan of projects identified in this and previous watershed improvement plans that considers current regulatory conditions.

**Database, Data Analysis, and Existing Development Plan Assistance (Element 7, 8, 9)**

Data for all projects identified as part of this watershed plan will be input into an existing City database of proposed projects. Make revisions to the City’s database of proposed projects using information from existing reports and additional review so that it is consistent with the Jordan Lake Model Plan requirements. Evaluate the database of proposed projects for available data on project nutrient reductions. As needed, perform Stormwater Nutrient Accounting Program (SNAP) calculations to update projects to the most current version of the SNAP tool or other State-approved calculation method. Provide City with assistance in developing an Existing Development Plan to meet the Falls Lake Nutrient Management Strategy. This plan will incorporate the City-wide prioritization strategy and implementation plan and information from other project tasks. Reporting, output, and documentation for the Plan is to be consistent with the State’s Model Plan (not yet issued) and the Upper Neuse River Basin Association (UNRBA) Reporting tool and will use data from the City’s database of projects that treat existing development.

**Riparian Area Management Plan (Element 7, 8, 9)**

The Riparian Area Management Plan addresses protection and maintenance of riparian buffers on property, utility easements, and greenway corridors owned or maintained by the City of Durham. Examine existing riparian area management plan documentation and develop recommended practices for managing City-owned land to maximize biodiversity and improve water quality. Assist with administration of a vegetation management contract for No Mow pilot study areas and continue monitoring these areas. Evaluate a comprehensive expansion of the No Mow pilot program to other types of city-owned riparian areas that would identify barren or under-vegetated areas and target for invasive removal, live staking, seeding, and planting. Develop educational/training material to accompany pilot program. Update riparian area management plan documentation.

**Critical Areas Protection Plan (Element 1, 3)**

Identify undeveloped and under-developed tracts of land for potential preservation to support water quality, resilience and biodiversity of aquatic ecosystems, and recreation value within the watershed. Review relevant plans and resources such as the Critical Area Protection Plan, Durham Watershed Protection Plan, New Hope...
Creek Open Space Master Plan, City of Durham Parks and Recreation Master Plan, Durham Trails and Greenways Master Plan, Durham City and County Urban Open Space Plan, Recommendations for Sustaining a Healthy Urban Forest in Durham, NC, Farmland Protection Plan, Durham City and County Inventory of Important Natural Areas, Plants and Wildlife, NC Natural Heritage Program and other relevant sources. Examine existing criteria for ability to identify undeveloped and underdeveloped tracts as well as areas for conservation easements. Coordinate with outside partners to develop a plan for acquisition and stewardship of areas and/or easements identified in the Critical Area Protection Plan. Examine available data on the City of Durham tree inventory, the Urban Forestry Master Plan, and information pertaining to potential stormwater credits for tree canopy expansion across the city. Assist with administration of a contract to plant trees in identified areas and update tree inventory databases.

**Construction Drawings**
Prepare 100% construction drawings for three stormwater control measure retrofit projects. Locations and projects to be determined and may be outside of the New Hope Creek & Little Creek watersheds. Prepare brief after-action report to identify issues encountered as part of the City review process (site plan review and construction drawing review) that are unique to stormwater projects where a device is being retrofit into existing development.

**50. Compensation Amount and Schedule.** No payment will be made until the contract is approved by the Durham City Manager and has been fully executed by all parties. Progress payments will be paid monthly for acceptable work and valid expenses. Invoices shall include a breakdown of labor towards each section in the scope of work along with a description of the work completed.

Progress reports must be submitted with any invoices. Under no condition will the City be liable for the payment of any interest charges associated with the cost of the contract. The City expects that the successful firms will be compensated for the work as described below. Valid expenses include reproduction and express delivery service. Travel and lodging costs are not considered valid expenses.

The City expects the services to be completed within 24 months of the Notice to Proceed.

**60. Definitions in this RFQ: City, RFQ, Proposal, Candidate, Contractor, Should.** Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFQ says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

**70. Contract.** The City anticipates that the conclusion of the RFQ process will be a contract between the City and each of the successful candidates under which the successful candidates will provide the goods and services generally described in this RFQ. It is the City’s intention to use the contract that is attached as Exhibit C,

November 14, 2018, Page 9
modified and filled in to reflect the RFQ and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

80. Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public; however, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions. In this section (Trade Secrets and Confidentiality) – The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City). The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons. The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may (1) decline the request for access, (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or (3) notify the candidate of the request and that the City intends to decline the request. Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from
and against all Charges that arise in any manner from, in connection with, or out of the City’s non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys’ fees, and interest. Indemnitees” means the City, and officers, officials, independent contractors, agents, and employees, of the City. “Indemnitees” does not include the candidate. The City may require the candidate to provide proof of the candidate’s ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

85. Reserved.

90. Bonds. No performance bond or payment bond is required for this contract.

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

A. Professional Liability. Limits no less than $1,000,000 each occurrence.
B. Umbrella or Excess Liability. Consultant 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. Consultant agrees to endorse City of Durham 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.
C. Worker’s Compensation & Employers Liability. Consultant agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than $1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
D. Additional Insured. Consultant agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.
E. Certificate of Insurance. Consultant agrees to provide the City of Durham a Certificate of Insurance evidencing that all coverage’s, 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 Consultant’s insurer. If Consultant 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, Consultant 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 the coverage no longer in compliance. Certificate Holder address should read:
F. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

110. Discretion of the City.
   A. The City of Durham reserves the right to reject any or all proposals.
   B. Notwithstanding anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFQ, including the UBE portions.
   C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).
   D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

120. Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule from the beginning to receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

   Advertisement of Request for Qualifications: November 14, 2018
   Questions regarding this RFQ are due no later than 12:00 pm on November 27, 2018
   Pre-Submittal Conference: November 29, 2018, 1:00 PM
   Last date and time for receipt of proposals: December 18, 2018, 12:00 PM
   Proposal committee complete review and issue short-list notifications: January 8, 2019
   Interviews: January 14 & 15, 2019
City Manager and successful candidate execute contract: 45-days after previous step.

Notice to Proceed: Anticipated April 2019.

The City expects the services to be completed within twenty-four months of the Notice to Proceed.

130. Keeping Proposals Open. All proposals will remain open and valid for the City to accept for a period of 90-days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City’s needs.

140. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by 12:00 PM, December 18, 2018, 101 City Hall Plaza, Third Floor Customer Service Desk, Durham NC 27701.

GETTING MORE INFORMATION ON THE PROJECT AND RFQ PROCESS

150. Questions. Questions about the RFQ and the RFQ process should be submitted to the project manager identified at the beginning of this RFQ. The questions about the RFQ should be submitted via email to the project manager at least 5 business days prior to the pre-submittal meeting. Every effort will be made to answer the questions submitted. If time permits, additional questions/discussion will be allowed at the end of the meeting.

160. Pre-submittal conferences, meetings, and site visits. The City will conduct a pre-submittal conference at 1:00 PM, November 29, 2018, 101 City Hall Plaza, Ground Floor Conference Room, Durham NC 27701. Attendees should already be familiar with this RFQ. Attendance is not required but is included in the RFQ evaluation criteria.

170. Updates and revisions to RFQ. If you have supplied the Project Manager with your e-mail address, updates to this RFQ (“addendums” or “addenda”) will be sent to you in that manner. Current project information may also be found on the project web page: http://durhamnc.gov/3766.

EVALUATION CRITERIA

180. Evaluation Criteria. If an award is made, it is expected that the City’s award will be to the candidates that agree to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost. The Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the City Manager or the City Council) who will award the contract, but who are not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City’s interest.

190. Understanding of the Project — 25 points. Submittals will be evaluated against the questions below to determine how well the submitter displays their understanding of the project and requirements described in the RFQ.
a) How well are project purpose and scope understood by the submitter?

b) How well are issues and potential problems related to the project identified?

c) How well are expected deliverables or processes to achieve the deliverables described?

d) How well does the proposed schedule meet expectations?

e) What is the firm’s understanding of the City’s role in the project?

200. Methodology Used for the Project — 20 Points. Submittals will be evaluated against the questions below to determine how well the proposed methods align with the project and help achieve project goals as described in the RFQ.

a) How well do the tasks and sub-tasks demonstrate a logical approach to address project goals and RFQ requirements?

b) How well does the proposal support project requirements and logically lead to the deliverables required in the RFQ?

c) How well has the candidate demonstrated the ability to conduct successful and engaging public outreach activities?

d) How well does the approach help Public Works prepare and execute a watershed improvement plan?

e) How practical and feasible is the proposal?

210. Project Management — 20 Points. Submittals will be evaluated against the questions below to determine how well the submitter displays their understanding of critical project management and project administration needs to address RFQ requirements.

a) How well does the project management approach of the submitter apply to this project?

b) How well does the quality control approach proposed by the submitter ensure a successful project?

c) Is the organization and availability of the project team clear?

d) How well qualified is the Project Manager?

220. Experience and Qualifications — 25 Points. Submittals will be evaluated against the questions below to determine the experience and qualifications of the submitter.

Questions regarding the personnel:

a) Do the personnel assigned to the project have successful experience on similar projects?

b) Are resumes complete and do they demonstrate appropriate backgrounds for individuals engaged in the project?

c) How extensive are the applicable education and experience of the personnel designated to work on the project?

d) How knowledgeable are the personnel of the local area? Have they demonstrated successful work in Durham or North Carolina previously?

e) What is the location of the primary team members?

Questions regarding the candidate:

November 14, 2018, Page 14
g) How well has the candidate demonstrated experience in completing similar projects on-time and within budget?

h) How successful is the general history of the candidate regarding timely and successful completion of projects?

i) Has the candidate provided reference information from clients and satisfactory examples of work performed for educational material?

j) Has the candidate demonstrated experience with identifying and focusing effective outreach efforts on underserved communities?

k) How well qualified are the proposed subconsultants? Do they measure up to the evaluation used for the candidate?

225. Proposals — 10 points. Submittals will be evaluated against the questions below to determine how well the submitter is in meeting the requirements of the RFQ.

a) Is the proposal responsive to all material requirements in the RFP?

b) How well organized is the submittal?

c) How well does the Organizational Chart depict a qualified team?

d) Are the required forms included in the submittal?

e) Did the submitter attend the Pre-Submittal Conference?

f) Did the candidate adhere to the requirements of the Equal Business Opportunity Program (see section 250)?

g) How well did the submittal meet the requirements for font, number of pages, description of claims, conflicts of interest, etc.?

226. Reserved.

230. Reserved.

CONTENTS OF PROPOSAL

240. Contents of Submittal. The submittal should include the following sections. Cover letter shall be a maximum of two single-sided pages in length. Sections B through D shall be a maximum of fifteen single-sided pages in length. Required forms, resumes, and tabs/dividers do not count toward the page limit.

A. Cover Letter: Contact information and Legal Status of the Candidate and Signers. The submittal should contain a cover letter, signed by a principal of the candidate. The Owner’s Representative must have knowledge of the firm’s work. The cover letter shall be a maximum of two single-sided pages in length and will not count towards the overall page limit. The cover letter should contain the following statements and information.

1. Statement 1. The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham’s Request for Qualifications. Include the contact name, phone, e-mail, address of Owner’s Representative.

2. Statement 2. Unless otherwise clearly stated in this response to the RFQ, our proposal accepts the terms and conditions stated in the RFQ, including the description of services to be performed and the provisions of the contract to be signed.
3. Statement 3. This submittal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

4. Statement 4. The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFQ titled “Trade Secrets and Confidentiality,” the City may treat everything it receives from the candidate as not trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

   A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” including all of its subsections, including the subsection titled “Defense of City.” The candidate acknowledges that the City will rely on the preceding sentence.

   -or-

   B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

5. Contact information. Include the candidate’s name and address, and the contact information (name, mailing address, e-mail address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

6. Legal Status of the Candidate and Signers. State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.

7. Conflict of Interest. If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

8. Addendums. The cover letter should list the last addendum that the City issues for this RFQ, with the following statement, “The undersigned candidate has read all the addendums issued by the City for this RFQ, through and including Addendum No. _____.” In that blank the candidate should list the number of the last addendum read.

   B. Qualifications and References. Qualifications, certifications, and abilities of key staff identified in the proposal, as demonstrated by performance/role in projects of a similar nature.

   1. Provide one-page resumes for all staff included on the organizational chart. Resumes will not be counted towards the page limit.

   2. List the candidate’s current licenses that are pertinent to this project. The City may reject proposals from any candidate that does not hold licenses required by North Carolina laws to perform the contemplated work.
C. **Project Management and Subcontracting.** State the names, qualifications, and physical office locations of the individuals who will have responsibility for this project. An organizational chart should be provided with key staff that will be engaged in the project.

1. Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform. An offeror’s failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion of the project manager and with prior written approval from the City’s project manager. If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the City’s request:

   A. Complete name of the subcontractor.
   B. Complete address of the subcontractor.
   C. Type of work the subcontractor will be performing.
   D. Percentage of work the subcontractor will be performing.
   E. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

D. **Project Methodology and Understanding.** The proposal should generally follow the tasks outlined in the RFP and add sub-tasks if needed. The proposal should explain in detail the approach that will be implemented to complete the tasks. The description should be concise and directly address how the project goal is achieved. Discuss the firm’s understanding of the project, the project objectives, and describe the proposed project approach to deliver the services in an effective, timely and professional manner. Outline the project plans, structure and services to be provided and how and when these services shall be provided. A project schedule should be included with deliverables noted in the schedule. This section should fully and completely demonstrate the firm’s intended methods for servicing the requirements of all aspects of all types of projects set forth herein.

1. **Assumptions Regarding City of Durham Actions and Participation.** Describe any support needed from City staff in order to execute the services. If the submitter assumes that the City will take certain actions, provide facilities, or do anything else, state these assumptions explicitly.

E. **Non-collusion Affidavit.** This RFP constitutes an invitation to bid or propose. Complete the non-collusion affidavit included in Exhibit B.

F. **Outreach Material.** This section is limited to four double-sided pages. Material in this section does not count towards the page limit.

### 250. Equal Business Opportunity Program (EBOP).

A. It is the policy of the City to provide equal opportunities for City contracting for persons who own underutilized businesses doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.
B. The goals are 8% M/UBE and 6% W/UBE. In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request. Proposals that do not contain the appropriate, completed Professional Services Forms may be deemed non-responsive and ineligible for consideration. The UBE Participation Documentation, the Employee Breakdown and the Letter of Intent to Perform as a Sub-consultant documents are required of all proposers. In lieu of the Employee Breakdown, contractors may submit a copy of the current EEO-1 form (corporate basis). The Request to Change UBE Participation and “UBE Goals Not Met/Documentation of Good Faith Efforts” forms are not applicable at this time.

C. The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560-4180.

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal. Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the Project Manager at the address shown in the “Project Manager and Contact with City” section at the beginning of this RFQ.

Write the following prominently on the outside of the envelope:
New Hope Creek & Little Creek Watershed Improvement Plan (RFQ No. SP-2019-01)
Proposals are to be received no later than December 18, 2018 at 12:00 PM. Proposals should not be made by e-mail or fax.

280. Format. Interested firms shall submit one (1) bound original proposal, including all required forms and one (1) CD or USB-drive containing a digital copy of the complete proposal package in PDF format. Please begin the file name of your PDF copy with the lead firm’s name.

Cover letter shall be a maximum of two single-sided pages in length. Sections B through D shall be a maximum of fifteen single-sided pages in length. Required forms, resumes, and tabs/dividers do not count toward the page limit.

Proposals shall be printed on 8-1/2” x 11” paper; although pages containing organizational charts, matrices, or large diagrams may be printed on 11” X 17” paper in order to preserve legibility (provided they have been z-folded). Type size shall be no smaller than 12 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Divider pages are not included in the page counts. Submissions that do not conform to the requirements listed herein may be removed from consideration at the sole discretion of the City of Durham.

Please submit packages comprised of materials that are easily recyclable or reusable.

290. Alternative Proposals. If you wish to submit a proposal that does not comply with the City’s standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your “non-compliant” version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.
**300. Candidate to Bear Expense; No Claims against City.** No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFQ process or did not submit a proposal that complied with the RFQ. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

**310. Reserved.**
MISCELLANEOUS

320. Notice under the Americans with Disabilities Act. A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, fax 560-4196, TTY (919) 560-1200, or ADA@durhamnc.gov, as soon as possible but no later than 48 hours before the event or deadline date.

Aviso bajo el Acto de Americanos Discapacitados – Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, o ADA@durhamnc.gov, lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.


A. Statement of City EEO Policy. The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:
   1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
   2. take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
   4. include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

B. Livable Wage. The City of Durham desires that firms doing business with the City pay their workers an hourly wage while working on City contracts such that, if annualized, a person working 40 hours per week will earn enough money to support a family of four above the poverty level, as poverty is defined by the United States Census Bureau. As of July 1, 2017, that wage is $14.15 per hour. That wage is adjusted annually, and the wage as adjusted will be posted on the City’s Purchasing Division web page. The City’s desire is that firms pay the wage as adjusted from time to time.

340. 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.

350. Reserved.
360. **E-Verify Requirements.** The executed contract agreement is subject to the following E-Verify requirements.

A. If the contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129
   
   i. the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS;
   
   ii. the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and
   
   iii. the City is relying on this subsection (A) in entering into this contract.

B. If the contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
370. **State Treasurer's lists regarding Iran and Boycott of Israel.** If the candidate or the City signs the contract on October 1, 2017 or afterwards, and the value of the contract is $1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that

A. its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147 86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147 86.58 as a company engaging in investment activities in Iran, and

B. it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City, State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
<th>Hub Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Consulting Group, Inc.</td>
<td>Goel, Vinnie</td>
<td>117 International Drive</td>
<td>Morrisville, NC</td>
<td>27560</td>
<td>919-469-4800</td>
<td><a href="mailto:vgoel@a1cons.com">vgoel@a1cons.com</a></td>
<td>AA</td>
</tr>
<tr>
<td>Apple Designs, Inc.</td>
<td>Gray, Jessica</td>
<td>3739 National Drive</td>
<td>Raleigh, NC</td>
<td>27612</td>
<td>301-434-4500</td>
<td><a href="mailto:jessica@apple-designs.com">jessica@apple-designs.com</a></td>
<td>W</td>
</tr>
<tr>
<td>B &amp; F Consulting, Inc.</td>
<td>Farrelly, Amber</td>
<td>2805 Toberymore Lane</td>
<td>Raleigh, NC</td>
<td>27606</td>
<td>919-389-8102</td>
<td><a href="mailto:amber.farrelly@bandconsulting.com">amber.farrelly@bandconsulting.com</a></td>
<td>W</td>
</tr>
<tr>
<td>BBFoster Consulting, PC</td>
<td>Foster, Ph.D., PE, Bellandra</td>
<td>2816-A Battleground Avenue</td>
<td>Greensboro, NC</td>
<td>27408</td>
<td>336-355-7897</td>
<td>bbffosterconsulting.com</td>
<td>B</td>
</tr>
<tr>
<td>BREE &amp; ASSOCIATES, INC.</td>
<td>Lancaster, Robert</td>
<td>3434 Edwards Mill Road</td>
<td>Raleigh, NC</td>
<td>27612</td>
<td>919-469-3350</td>
<td><a href="mailto:bree@breeassocilates.com">bree@breeassocilates.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Brussell Consulting, Inc.</td>
<td>Bond, Bernice</td>
<td>107 Wright Hill Dr</td>
<td>Durham, NC</td>
<td>27712</td>
<td>919-452-8790</td>
<td><a href="mailto:bernice@brussell.net">bernice@brussell.net</a></td>
<td>B</td>
</tr>
<tr>
<td>CH ENGINEERING, PLLC</td>
<td>Chamblis, Maha</td>
<td>3220 Glen Royal Road</td>
<td>Raleigh, NC</td>
<td>27817</td>
<td>919-788-0224</td>
<td><a href="mailto:mchamblis@ch-engr.com">mchamblis@ch-engr.com</a></td>
<td>W</td>
</tr>
<tr>
<td>CLH Design PA</td>
<td>Richards, Melissa</td>
<td>400 Regency Forest Drive</td>
<td>Cary, NC</td>
<td>27518</td>
<td>919-319-6716</td>
<td><a href="mailto:mchards@clhdesignpa.com">mchards@clhdesignpa.com</a></td>
<td>W</td>
</tr>
<tr>
<td>Crimson Consulting</td>
<td>Hart, Jared</td>
<td>1901 Bethesda Avenue</td>
<td>Cary, NC</td>
<td>27503</td>
<td>919-630-2671</td>
<td><a href="mailto:jared@crimsonconsulting.com">jared@crimsonconsulting.com</a></td>
<td>B</td>
</tr>
<tr>
<td>CTek Engineering Group, P.C.</td>
<td>Cnte, Dwayne</td>
<td>1 Centerview Drive</td>
<td>Greensboro, NC</td>
<td>27407</td>
<td>336-348-1889</td>
<td><a href="mailto:info@ctekgroup.com">info@ctekgroup.com</a></td>
<td>B</td>
</tr>
<tr>
<td>CrossComm, Inc.</td>
<td>Williams, Beverly</td>
<td>PO Box 673</td>
<td>Raleigh, NC</td>
<td>27502</td>
<td>919-697-9432</td>
<td><a href="mailto:beverly.williams@crosscomm.net">beverly.williams@crosscomm.net</a></td>
<td>AA</td>
</tr>
<tr>
<td>Drakeford, Scott &amp; Associates</td>
<td>Drakeford, Derrick</td>
<td>4900 NC HWY 55 160-195</td>
<td>Durham, NC</td>
<td>27713</td>
<td>919-704-6222</td>
<td><a href="mailto:ddrakeford@drakefordassociates.org">ddrakeford@drakefordassociates.org</a></td>
<td>B</td>
</tr>
<tr>
<td>Ecological Engineering, LLP</td>
<td>Sauls, Lane</td>
<td>1151 SE Cary Parkway</td>
<td>Cary, NC</td>
<td>27518</td>
<td>919-557-0929</td>
<td><a href="mailto:lsauls@ecologicaleng.com">lsauls@ecologicaleng.com</a></td>
<td>W</td>
</tr>
<tr>
<td>EDSTAR Analytics, Inc.</td>
<td>Johnson, Janet</td>
<td>800 Park Offices Drive</td>
<td>Durham, NC</td>
<td>27703</td>
<td>919-624-5107</td>
<td><a href="mailto:janet@edstaranalytics.com">janet@edstaranalytics.com</a></td>
<td>B</td>
</tr>
<tr>
<td>EEC, INC.</td>
<td>Shrimanker, Mike</td>
<td>5866 Six Forks Road</td>
<td>Raleigh, NC</td>
<td>27615</td>
<td>919-464-1016</td>
<td><a href="mailto:mshrimanker@eecincorporated.com">mshrimanker@eecincorporated.com</a></td>
<td>AA</td>
</tr>
<tr>
<td>Falcon Engineering</td>
<td>Robertson, Margaret</td>
<td>1210 Trinity Road</td>
<td>Cary, NC</td>
<td>27513</td>
<td>919-871-0800</td>
<td><a href="mailto:mmansfield@falconengineers.com">mmansfield@falconengineers.com</a></td>
<td>W</td>
</tr>
<tr>
<td>PROEHLING &amp; ROBERTSON INC</td>
<td>Schaefer, Daniel</td>
<td>310 Hubert Street</td>
<td>Raleigh, NC</td>
<td>27903</td>
<td>919-328-3441</td>
<td><a href="mailto:dschaefer@landr.com">dschaefer@landr.com</a></td>
<td>A</td>
</tr>
<tr>
<td>Ramirez Reese, Iris</td>
<td>Ramirez Reese, Iris</td>
<td>801 Fayetteville St, Suite 300</td>
<td>Durham, NC</td>
<td>27701</td>
<td>919-201-2382</td>
<td><a href="mailto:mireese@fusionhm.com">mireese@fusionhm.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Gardner &amp; McDaniel, PA</td>
<td>Easterling, Susan</td>
<td>P.O. Box 51967</td>
<td>Durham, NC</td>
<td>27717</td>
<td>919-489-0926</td>
<td><a href="mailto:susan@gmengrs.com">susan@gmengrs.com</a></td>
<td>W</td>
</tr>
<tr>
<td>HME Consulting, Inc.</td>
<td>Fields, Damien</td>
<td>1000 PARK 40 PLAZA</td>
<td>Durham, NC</td>
<td>27713</td>
<td>919-797-2533</td>
<td><a href="mailto:dfields@hmeininc.com">dfields@hmeininc.com</a></td>
<td>B</td>
</tr>
<tr>
<td>iDriver Change LLC</td>
<td>Satcher, Wanona</td>
<td>1407 Taylor Street</td>
<td>Durham, NC</td>
<td>27703</td>
<td>919-638-7169</td>
<td><a href="mailto:idriverchange@gmail.com">idriverchange@gmail.com</a></td>
<td>B</td>
</tr>
<tr>
<td>John Davenport Engineering</td>
<td>Buchanan, Robin</td>
<td>305 W 4th Street</td>
<td>Winston-Salem, NC</td>
<td>27101</td>
<td>336-744-1636</td>
<td><a href="mailto:rbuchanan@davenportworld.com">rbuchanan@davenportworld.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Ken Bright Associates PLLC</td>
<td>Bright, Martha</td>
<td>2305 Carthage St.</td>
<td>Sanford, NC</td>
<td>27331</td>
<td>919-776-3444</td>
<td><a href="mailto:mbright@kennibrightengineering.com">mbright@kennibrightengineering.com</a></td>
<td>HA</td>
</tr>
<tr>
<td>Kennerly Engineering &amp; Design</td>
<td>Kennerly, Nicole</td>
<td>12133 N NC Hwy 150</td>
<td>Winston-Salem, NC</td>
<td>27127</td>
<td>336-775-2118</td>
<td><a href="mailto:nikole@kennerlyengineering.com">nikole@kennerlyengineering.com</a></td>
<td>W</td>
</tr>
<tr>
<td>KMA ENGINEERING CONSULTANTS, INC.</td>
<td>Manikata, Arvin</td>
<td>801 Fayetteville St., Suite 300</td>
<td>Durham, NC</td>
<td>27701</td>
<td>919-201-2382</td>
<td><a href="mailto:mireese@fusionhm.com">mireese@fusionhm.com</a></td>
<td>A</td>
</tr>
<tr>
<td>Pivot Point Media</td>
<td>Fitts, Guilford</td>
<td>1107 Wells Street</td>
<td>Durham, NC</td>
<td>27707</td>
<td>91921-951-9570</td>
<td><a href="mailto:gil@pivotpoint-media.com">gil@pivotpoint-media.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Public Participation Partners</td>
<td>Robinson, Simone</td>
<td>PO Box 32160</td>
<td>Raleigh, NC</td>
<td>27622</td>
<td>919-704-5357</td>
<td><a href="mailto:srobinson@ppconsulting.net">srobinson@ppconsulting.net</a></td>
<td>B</td>
</tr>
<tr>
<td>Reivington Reaves Landscape Architecture</td>
<td>Reaves, Mark</td>
<td>1250 Revolution Mill Drive</td>
<td>GREENSBORO, NC</td>
<td>27405</td>
<td>919-793-2297</td>
<td><a href="mailto:mark@reivingtonreaves.com">mark@reivingtonreaves.com</a></td>
<td>W</td>
</tr>
<tr>
<td>SEPI Engineering &amp; Construction</td>
<td>Macdonell, James</td>
<td>1025 Wade Ave</td>
<td>Raleigh, NC</td>
<td>27605</td>
<td>919-747-5833</td>
<td><a href="mailto:jmacdonell@sepiengineering.com">jmacdonell@sepiengineering.com</a></td>
<td>W</td>
</tr>
<tr>
<td>Shelia A. Huggins, PLLC</td>
<td>Huggins, Shelia</td>
<td>PO Box 62112</td>
<td>Raleigh, NC</td>
<td>27715</td>
<td>919-612-3515</td>
<td><a href="mailto:sheliah@sheliahugginslaw.com">sheliah@sheliahugginslaw.com</a></td>
<td>B</td>
</tr>
<tr>
<td>STEWART ENGINEERING INC</td>
<td>Nels, Kasia</td>
<td>223 S. West Street</td>
<td>Raleigh, NC</td>
<td>27603</td>
<td>919-866-4714</td>
<td><a href="mailto:knels@stewartinc.com">knels@stewartinc.com</a></td>
<td>HA</td>
</tr>
<tr>
<td>SA Associates, P.A.</td>
<td>Spittler, Maria</td>
<td>1813 Chapel Hill Road</td>
<td>Durham, NC</td>
<td>27707</td>
<td>919-493-5277</td>
<td><a href="mailto:maria@susassociates.com">maria@susassociates.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Susan M. Hatchell</td>
<td>Hatchell, Susan</td>
<td>711 W. North Street</td>
<td>Durham, NC</td>
<td>27703</td>
<td>919-838-9600</td>
<td><a href="mailto:Susan@SusanHatchell.com">Susan@SusanHatchell.com</a></td>
<td>W</td>
</tr>
<tr>
<td>The Collaborative Firm</td>
<td>Hightower, Michael</td>
<td>4819 Emperor Blvd</td>
<td>Durham, NC</td>
<td>27703</td>
<td>919-913-4801</td>
<td><a href="mailto:mhightower@tlcfirmusa.com">mhightower@tlcfirmusa.com</a></td>
<td>B</td>
</tr>
<tr>
<td>VEETech, PC</td>
<td>Sarkar, Amit</td>
<td>113 Centrewest Court</td>
<td>Cary, NC</td>
<td>27513</td>
<td>919-388-0037</td>
<td><a href="mailto:asarkar@veetechpc.com">asarkar@veetechpc.com</a></td>
<td>AA</td>
</tr>
<tr>
<td>Volta Group Corporation LLC</td>
<td>Ansah, Joan</td>
<td>332 Cinder Cross Way</td>
<td>Garner, NC</td>
<td>27529</td>
<td>919-637-0273</td>
<td><a href="mailto:voltagrouplc@gmail.com">voltagrouplc@gmail.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Walker Group The Consultants</td>
<td>Walker, Derrick</td>
<td>P.O. Box 13746</td>
<td>Durham, NC</td>
<td>27709</td>
<td>919-630-5152</td>
<td><a href="mailto:walkergrroupd@gmail.com">walkergrroupd@gmail.com</a></td>
<td>B</td>
</tr>
<tr>
<td>Ward Consulting Engineers, P.C.</td>
<td>Ward, Becky</td>
<td>4805 Green Road</td>
<td>Raleigh, NC</td>
<td>27616-2848</td>
<td>919-870-0526</td>
<td><a href="mailto:bwand@wce-corp.com">bwand@wce-corp.com</a></td>
<td>W</td>
</tr>
<tr>
<td>Westcott, Small &amp; Associates,</td>
<td>Small, Tom</td>
<td>125 South Elm Street</td>
<td>Greensboro, NC</td>
<td>27401</td>
<td>336-310-1481</td>
<td><a href="mailto:smallw@wsaeng.com">smallw@wsaeng.com</a></td>
<td>W</td>
</tr>
<tr>
<td>Wetherill Engineering, Inc</td>
<td>Wetherill, Deborah A.</td>
<td>1223 Jones Franklin Road</td>
<td>Raleigh, NC</td>
<td>27606-3312</td>
<td>919-851-8077</td>
<td><a href="mailto:dwb@wetherilleng.com">dwb@wetherilleng.com</a></td>
<td>W</td>
</tr>
<tr>
<td>WYLY LANDSCAPE ARCHITECTURE</td>
<td>Wyly, Marsha</td>
<td>1121 Calista Drive</td>
<td>Wake Forest, NC</td>
<td>27287-1856</td>
<td>919-554-8599</td>
<td><a href="mailto:wyly@wylalyfi.com">wyly@wylalyfi.com</a></td>
<td>W</td>
</tr>
</tbody>
</table>
CITY OF DURHAM
EQUAL BUSINESS OPPORTUNITY PROGRAM

PROFESSIONAL SERVICES FORMS
Revised 03/2016

Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:
101 City Hall Plaza (Annex)
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham
CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to underutilized businesses owned by minorities and women doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to minority and women business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of minority and women individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall determine participation goals based upon the availability of minority and women business enterprises (MWBEs) within the defined scope of contracting, and the goals established for the contracting category.
Equal Business Opportunity Program
UBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal may be deemed non-responsive.

**UBE Participation Documentation** must be used to document participation of an underutilized business enterprise (UBE) on Professional Services projects. All UBEs must be certified by the State of North Carolina as a historically underutilized business, the North Carolina Department of Transportation as a minority-owned or women-owned business or the U.S. Small Business Administration’s 8(a) Business Development Program prior to the submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

**Letter of Intent to Perform as a Sub-consultant/Subcontractor** must be completed for UBEs proposed to perform on a contract. This form must be submitted with the proposal.

**Post Proposal Submission UBE Deviation**

Post proposal submission UBE deviation participation documentation must be used to report any deviation from UBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

**UBE Goals Not Met/Documentation of Good Faith Efforts**

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of minority-owned and women-owned individuals or businesses as sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase UBE participation such that the amounts subcontracted are consistent with the established goals.
SELECTION OF CONSULTANTS/CONTRACTORS
FOR ARCHITECTURAL/ENGINEERING
AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide underutilized business enterprises owned by minorities and women with equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall determine UBE participation goals for each contracting category to be awarded by the City. Goals for each project or contract will be based upon the availability of underutilized business enterprises(UBE’s) within the defined scope of work, delineated into percentages of the total value of the work.

The City of Durham will consider a formal certification of the State of North Carolina’s Historically Underutilized Businesses (HUB) Office, North Carolina Department of Transportation (N.C. DOT) minority and women businesses and the United States Small Business Administration (U.S. SBA) 8(a) Development Program as meeting the requirements of the Equal Business Opportunity Program, provided there is evidence that the firm is currently certified by one of the stated entities.

Underutilized Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham’s request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services Forms.

Selection Committee for Professional Services

A selection committee shall be established and may be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director or designee and Purchasing Manager or designee. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, UBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. UBE Participation; and
12. Documentation of Good Faith efforts should UBE participation requirements not be met.
After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

**Contract Award**

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

**Project Evaluation**

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.
PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

<table>
<thead>
<tr>
<th>Names of all firms</th>
<th>Project (including prime and subconsultants/subcontractors)</th>
<th>Location</th>
<th>UBE Firm</th>
<th>Yes/No</th>
<th>Nature of Participation</th>
<th>% of Project Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ________________

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

__________________________

Signature - Authorized Officer of Prime Consultant/Contractor Firm

__________________________

Date
COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM
EMPLOYEE BREAKDOWN

(EEO-1 Report may be submitted in lieu of this form.)

Part A – Employee Statistics for the Primary Location

<table>
<thead>
<tr>
<th>Employment category</th>
<th>Total Employees</th>
<th>Total males</th>
<th>Total females</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
<th>Indian or Alaskan Native</th>
<th>Total Employees</th>
<th>Total males</th>
<th>Total females</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
<th>Indian or Alaskan Native</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

<table>
<thead>
<tr>
<th>Employment category</th>
<th>Total Employees</th>
<th>Total males</th>
<th>Total females</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
<th>Indian or Alaskan Native</th>
<th>Total Employees</th>
<th>Total males</th>
<th>Total females</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
<th>Indian or Alaskan Native</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a UBE:

Minority (African American, American Indian, Asian or Hispanic) Woman

The UBE status of the undersigned is certified if identified as HUB certified by the N.C Department of Administration HUB Office, minority or women certified by the N.C. Department of Transportation and 8(a) certified by the U.S. Small Business Administration.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>PROJECTED COMMENCEMENT DATE</th>
<th>PROJECTED COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The consultant will subcontract % of the dollar value of this contract to UBE sub-consultant.

The undersigned will enter into a formal agreement in the amount of $_________ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name________________________ Title________________________

Company_____________________ Telephone____________________

Address________________________

Signature______________________________________
REQUEST TO CHANGE UBE PARTICIPATION

Project: 

Name of bidder or consultant: 

Name and title of representative of bidder or consultant:

Address: 
Zip Code: 

Telephone No: 
Fax Number: 

Email address:

Total amount of original contract, before any change orders or amendments: 

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: 

Dollar amount of changes proposed in this form: 

The proposed change (check one) □ increases □ decreases the dollar amount of the bidder’s/consultant’s contract with the City.

Does the proposed change decrease the UBE participation? (check one) □ yes □ no 

If the answer is yes, complete the following:

**BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):** Name of sub-consultant 

Goods and services to be provided before the proposed change: 

Is it proposed to eliminate this subcontract? □ yes □ no

If the subcontract is to be increased or reduced, describe the nature of the change (such as adding $5,000 in environmental work and deleting $7,000 in architectural):

Dollar amount of this subcontract before this proposed change:

Dollar amount of this subcontract after this proposed change:

This subcontractor is (check one):

□ 1. Minority-owned UBE
□ 2. Women-Owned UBE
□ 3. Not a UBE
BOX B. Proposed subcontracts other than the subcontract described in Box A above (continued)

Name of sub-consultant for the new work: ____________________________________________

Goods and Services to be provided by this proposed subcontract: _______________________

Dollar amount proposed of this proposed subcontract: This sub-consultant is:

☐ 1. Minority-owned UBE
☐ 2. Women-Owned UBE
☐ 3. Not a UBE

Add additional sheets as necessary.
UBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage UBEs along with other criteria that the City Manager deems proper:

Name of Bidder: ____________________________

If you find it helpful, feel free to attach pages to explain your answers. How many pages is your firm attaching to this questionnaire? ________________

(Don’t count the 2 pages of this)

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING UBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all UBEs listed provided by the City in the scope of work of the contract? □ yes □ no

In such soliciting, did your firm advertise? □ yes □ no Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? □ yes □ no

(b) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? □ yes □ no

(c) Did your firm attend the pre-bid conference? □ yes □ no

(d) Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract? □ yes □ no

(e) Did your firm follow up with UBEs that showed interest? □ yes □ no

(f) With reference to the UBEs that your firm notified of the type of work to be subcontracted, did your firm tell them:

   (i) the specific work your firm was considering for subcontracting? □ yes □ no
   (ii) that their interest in the contract is being solicited? □ yes □ no
   (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? □ yes □ no
2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by UBEs in order to increase the likelihood that the goals would be reached?  □ yes  □ no

(b) If yes, please describe the portions selected.  ANSWER:

3. NEGOTIATION. In your answers to 3, you may omit information regarding UBEs for which you are providing a Letter of Intent.

(a) What are the names, addresses, and telephone numbers of UBEs that you contacted?  ANSWER:

(b) Describe the information that you provided to the UBEs regarding the plans and specifications for the work selected for potential subcontracting.  ANSWER:

(c) Why could your firm not reach agreements with the UBEs that your firm made contact with? Be specific.  ANSWER:

4. ASSISTANCE TO UBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance? □ yes □ no (Note: In most projects, the City has no such requirement for subcontractors.)

(b) If the answer to (a) is yes, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance? □ yes □ no If yes, describe your firm’s efforts.  ANSWER:

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? □ yes □ no If yes, describe.  ANSWER:

5. GOODS AND SERVICES. What efforts did your firm make to help interested UBEs to obtain goods or services relevant to the proposed subcontracting work?  ANSWER:

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit UBEs for the work? □ yes □ no Please explain.  ANSWER:

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors’ groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work? □ yes □ no Please explain.  ANSWER:
Exhibit B – Non-Collusion Affidavit
NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

________________________________________________________.

(insert name of candidate)

_______________________________________________

(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

_______________________________________________.

Type or print the name of Notary Public signing this acknowledgment:

_______________________________________________

Place where acknowledgment occurred: County of _____________, State of __________

Notary’s residence: County of _____________, State of __________

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual’s identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the ____ day of ______________, 20____.  _________________________________

Notary Public

My commission expires:

_______________________________________________
Exhibit C – Professional Services Contract
This contract is dated, made, and entered into as of the _____ day of ___________________, 20_____, by the City of Durham (“City”), a N. C. municipal corporation, and [name of firm] (“Contractor”), [Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized and existing under the laws of [name of State]; a sole proprietorship; or a general partnership]

If it’s a corporation, LLC, or limited partnership, use the above “organized and existing” language, and do not substitute news about the contractor’s principal office or place of business.

Sec. 1. Background and Purpose. The goal of this project is to prepare a Watershed Plan for the New Hope Creek Watershed and develop an implementation plan for restoring watershed function to the New Hope Creek Watershed that meets the requirements of a local watershed plan (including the EPA’s requirements and Division of Mitigation Services requirements). Work will include planning, conducting public meetings, assessment of current watershed conditions, formulation of watershed restoration goals, development of watershed restoration recommendations, identification of stormwater retrofit/restoration opportunities, water quality modeling, watershed modeling, hydraulic/hydrologic modeling, engineering, design, analysis, cost estimates, surveying, data collection, and preliminary plans and construction plans for stormwater projects.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall [state the services to be provided and the schedule for those services.*]. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City; such information as may be reasonably requested by the City. [City staff - Add any special requirements or detail needed in the invoices.**] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: [City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.**]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. [If applicable, you can add a sentence to this effect*: The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed $insert amount].

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or
(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the
This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Contract.

A. Professional Liability. Limits no less than $1,000,000 each occurrence.

B. Umbrella or Excess Liability. Consultant 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. Consultant agrees to endorse City of Durham 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.

C. Worker’s Compensation & Employers Liability. Consultant agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than $1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

D. Additional Insured. Consultant agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.

E. Certificate of Insurance. Consultant agrees to provide the City of Durham a Certificate of Insurance evidencing that all coverage’s, 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 Consultant’s insurer. If Consultant 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, Consultant 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 the coverage no longer in compliance. Certificate Holder address should read:

City of Durham
ATTN: Lance P. Fontaine, PhD
Public Works Department
101 City Hall Plaza
Durham, NC 27701
E-mail: Lance.Fontaine@DurhamNC.gov

F. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section. If the Contractor fails to perform the Work in accordance with the schedule
required by this contract, including the schedule required by section XX, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:
   Exhibit A [Insert title of exhibit] containing [insert number] page(s).
   Exhibit B [Insert title of exhibit] containing [insert number] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice.
   (a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices must be in writing and made by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested; in addition, subsection (b) must also be complied with.

   (b) Additional Notice by Fax or Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by fax or email if the other party has provided a valid, working fax number or email address.

   (c) When Notice Period Is Less than 9 Days. If a required notice period is less than 9 days, the party shall also make reasonable attempts, before or promptly after giving written notice under subsections (a) and (b), to use a telephone to orally communicate the substance of the contents of the written notice. Communicating the substance of the contents by an in-person conversation will satisfy the preceding sentence.

   (d) Change of Address; Discovery of Invalid Fax Number or Email Address. A change of address, fax number, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it a fax number or email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid fax number or email address.

   (e) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.

   (f) When Undeliverable Notice Is Deemed Sent. If a notice is undeliverable because the address or other information provided to the sender by the other party is incorrect, incomplete, or out of date, the notice will be deemed sent on the date that the sender attempts to deliver by fax or email, or the date it places the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested. If a fax is not received because the recipient’s fax number is busy on three attempts to fax that are at least ten minutes apart during a 4-hour period, the fax will be deemed undeliverable.

   (g) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

To the City:
   City of Durham
   ATTN: Lance P. Fontaine, PhD
   Public Works Department
   101 City Hall Plaza
   Durham, NC 27701
   E-mail: Lance.Fontaine@DurhamNC.gov

To the Contractor:
   [Insert name and address]
   The fax number is ___________.
   Email:

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties

Request for Qualifications
New Hope Creek & Little Creek Watershed Improvement Plan
under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys’ fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor’s Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of the Contractor’s responses to the RFP). This section (titled “Trade Secrets; Confidentiality”) shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word “candidate” in the RFP section just cited shall mean the “Contractor.”

Sec. 13. Termination for Convenience (“TFC”). (a) Procedure. Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate. (c) Payment. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions. (a) Choice of Law and Forum; Service of Process. (i) This contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor’s subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 15. Miscellaneous. (a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation

Request for Qualifications
New Hope Creek & Little Creek Watershed Improvement Plan 4
or limited liability company), this subsection (ii) applies. “Agent for Service of Process” means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, “If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor’s alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter.
of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(1) City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST: C_______ITY OF DURHAM

__________________________________________  By:________________________________

preaudit certificate, if applicable ______________________