



Department of Public Works  
Stormwater & GIS Services Division  
101 City Hall Plaza, Third Floor  
Durham, North Carolina 27701

## Request for Proposals (RFP)

Date of Issue: **October 15, 2013**

### Third Fork Creek Stream Restoration

The City of Durham is seeking a qualified engineering consulting firm to provide professional design and construction management services for Third Fork Creek Stream Restoration

A complete RFP package may be viewed at or downloaded from the from the Finance department webpage at the following web address:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

**Submittals are due by 3:00 p.m. on Thursday, November 14, 2013**

After the proposal evaluation is completed, the Stormwater & GIS Services Division will determine if a "short list" of proposers is necessary. At this time, all proposers will be notified of their status in the evaluation process. If a "short list" is deemed necessary, oral presentations will be scheduled between December 16-20, 2013.

Offerors are not required to return this form.

<b><i>Project Manager Name</i></b>	Sujit Ekka, PE, PH
<b><i>Project Manager Title</i></b>	Civil Engineer III
<b><i>Project Manager Department</i></b>	Public Works
<b><i>Project Manager Division</i></b>	Stormwater & GIS Services
<b><i>Project Manager Telephone Number</i></b>	919-560-4326, ext. 30271
<b><i>Project Manager E-mail</i></b>	<a href="mailto:Sujit.Ekka@durhamnc.gov">Sujit.Ekka@durhamnc.gov</a>

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**10. Date of RFP:** October 15, 2013

**20. Project Manager and Contact with City; Questions about this RFP**

Direct question and concerns to:

Attn: Sujit Ekka, PE, PH  
Stormwater & GIS Services Division  
Public Works Department  
101 City Hall Plaza, Third Floor  
Durham, NC 27701-3329

PROJECT MANAGER: **Sujit Ekka, PE, PH** - PHONE # **919-560-4326**, ext. **30271** -  
FAX # **919- 560-4316** EMAIL: [Sujit.Ekka@DurhamNC.gov](mailto:Sujit.Ekka@DurhamNC.gov)

**If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact:**

CONTACT PERSON: - **Dana Hornkohl, PE, CFM**- PHONE # **919-560-4326**, ext. 30246  
- FAX # **919- 560-4316** EMAIL: [Dana.Hornkohl@DurhamNC.gov](mailto:Dana.Hornkohl@DurhamNC.gov)

**DESCRIPTION OF PROJECT AND NATURE OF RFP**

**30. Project.**

The City of Durham (hereafter referred as “City”) is soliciting proposals from qualified consulting firms to provide design and construction management services for Third Fork Creek Stream Restoration. These services will include permitting, development of contract documents, and construction management for restoration, enhancement, creation and preservation of stream, buffer, and wetland areas. The project will also include facilitating public meeting, if necessary. The project scope (tasks, deliverables) are described in detail in Section 40.

Study Area: The City of Durham is situated along a ridge line between two major river basins, the Cape Fear and the Neuse. Waters north and east of the Durham Freeway flow to Falls Lake and waters from the south and west of the Durham Freeway (NC 147) generally flow to Jordan Lake. The focus area for this project is Third Fork Creek, a City of Durham stream within the Jordan Lake watershed. The project area is situated downstream of bridge on Martin Luther King Jr. Parkway (MLK Bridge) with Hope Valley Road (Hwy 751) on the west and South Roxboro Street on the east. A vicinity map is attached as Exhibit A. The study site includes approximately 1200 linear feet of the oxbow channels and 3000 linear feet of original Third Fork Creek. The first main stem problem area is just downstream of the MLK bridge on and the second main stem problem area occurs near the oxbow channels. The oxbow channels are mainly located south of the trail section accessed through Courtland Drive.

Problem Statement: The first problem area occurs downstream of MLK bridge where sediment deposition occurs on the trail surface making it unusable. This is likely due to channel capacity issues or debris blocking the culvert under the trail. In the second problem area, original Third Fork Creek channel has left the main stem and formed

oxbow (braided) channels through the floodplain. Concrete bridges were added to the greenway trail during construction to cross these oxbow channels. Increased flow from the main channel to these oxbows has caused erosion of banks and scour around the concrete bridges as well as the greenway trail section. This causes potential hazards for the trail users as well as critical infrastructure such as sanitary sewer and trail in the vicinity. Severe erosion of oxbow channels is likely exacerbating water quality issues such as increased turbidity and sediment associated pollutants being transported downstream from channel bed and banks. Flow diversion from the original channel could ultimately impact the overall ecological services of Third Fork Creek.

Data Availability: A copy of record drawings for the Third Fork Creek trail project will be available upon request. City also maintains a comprehensive GIS database and GIS data is available upon request for a small service fee, if needed for project scoping and planning purposes. HEC-RAS files from the flood insurance study (FIS) are available for Third Fork Creek upon request.

For any difficulties in accessing the data, please contact the City Project Manager, identified in Section 20.

#### **40. Scope of Work**

The Public Works Department, Stormwater & GIS Services Division is seeking a qualified engineering firm to provide professional services for Design and Construction Management of Third Fork Creek Restoration. A map of the project location is attached as Exhibit A. The scope of work is divided in three (3) phases and defined in the following tasks and sub-tasks:

##### **Phase 1: Planning, Survey and Data Collection**

**Task 1: Preliminary Stream Restoration Concept Plan-** Prepare a concept plan and evaluate alternatives for restoration, enhancement, creation, and preservation of stream, buffer, and wetland areas in consultation with the City staff. Coordinate a planning/pre-application meeting with the regulatory permitting agencies to present the alternatives and reach consensus on the best approach including potential mitigation requirements. Identify the data needed for successful design and construction e.g., limits of topographical survey, field data collection for subsequent tasks.

##### **Deliverables:**

- Coordinate and conduct a pre-application/planning meeting with regulatory agencies.
- A brief report with alternatives analysis and a recommendation for best approach to restore Third Fork Creek.
- Rendering of selected stream restoration concept plan.
- Facilitate public meeting (optional).

**Task 2: Perform a topographic and site survey-** Conduct a detailed survey of the site topography and physical features within the project limits. Survey should capture features such as property boundaries, greenway trail, trees and vegetation, stream

channel cross-sections, and all utilities within the project limits. Survey information shall include data needed to perform hydrologic and hydraulic modeling required in Task 5. Topographic survey shall be prepared, signed, and sealed by a professional land surveyor in accordance with the North Carolina General Statute and Standards of Practice set by forth by the North Carolina Board of Examiners for Engineers and Surveyors.

Deliverables:

- A base map of all topographic and site survey data collected. Two signed and sealed paper copies and an electronic copy (AutoCAD 2013 or higher format).

**Task 3: Perform jurisdictional determination**-Review the survey data obtained and for the project limits conduct any field determinations of the U.S. including streams and wetlands that may be subject to sections 401 and 404 of the Clean Water Act and may require permitting from state and federal agencies.

Deliverables:

- One draft review copy and one final copy of the report identifying any jurisdictional waters within project limits that will require permitting.

**Task 4: Field data collection**-Collect geomorphic and riparian vegetation data within the project limits critical to support the project design and permitting process e.g., bank erosion hazard index (BEHI) or ecological assessments.

Deliverables:

- Completed field data sheets, photo logs, and digital photographs.

**Phase 2: Construction Documents and Permitting**

**Task 5: Perform hydrologic and hydraulic (H&H) modeling**-Create an H&H model for Third Fork Creek and its tributaries (including the oxbow channels) within the project limits to develop design criteria and documents. The modeling results may be used to: (i) determine design flows for the stream and trail stabilization measures; (ii) evaluate the effects of proposed design on the floodplain and floodway; (iii) conduct velocity and shear stress analysis of existing stream and proposed measures. City prefers to use models such as HEC-HMS, HEC-RAS, or EPA SWMM that are freely available for public use.

Deliverables:

- A complete H&H model (framework and application) for Third Fork Creek and its tributaries in the project limits including all data input files and output files.
- A “no-impact” certification or a Conditional Letter of Map Revision (CLOMR) including application to the North Carolina Floodplain Mapping Program, if required, for the proposed construction.
- Subsequent to construction, verification and certification of the “no-impact” certification or Letter of Map Revision (LOMR) with the North Carolina Floodplain Mapping Program.

**Task 6: Prepare construction documents-** Develop preliminary and final construction documents following the latest version of City of Durham’s Reference Guide for Development, City of Durham Water and Sewer Standards, NCDOT standards and specifications, and NCDENR sediment and erosion control planning and design manual. All design and construction documents shall be prepared, signed, and sealed by a professional engineer in accordance with the North Carolina General Statute and Standards of Practice set by forth by the North Carolina Board of Examiners for Engineers and Surveyors.

*Task 6.1-Preliminary Site Plan-*Preliminary construction drawings will be 60% drawings and should include at a minimum topographic survey, site layout, grading plan, stormwater drainage plan, sediment and erosion control plan, utility plans, any details and other drawings required for permitting. Coordination of pre-submittal meetings with approving authorities will be part of this task. These will include but are not limited to Durham City-County Planning Department, NC Division of Water Resources, US Army Corps of Engineers.

*Deliverables:*

- Approved site plan from the City of Durham- one signed and sealed paper copy, one electronic copy of all documents submitted and approved in their native file formats (e.g., AutoCAD, HEC-RAS, SWMM, MS-Word, MS-Excel).
- Preliminary engineering report with discussion on selected design criteria and alternatives analysis, supporting design calculations, preliminary bid tabulation, mitigation requirements, and opinion of probable cost.

*Task 6.2-Evaluate Water Quality Benefits/Credits –*Third Fork Creek has an existing total maximum daily load (TMDL) for turbidity/total suspended solids (TSS) that was approved by EPA in 2005. The impaired segment is between New Hope Creek and a point 2.0 miles upstream of NC Highway 54. As a result, a maximum TSS load of 0.75 ton is required in Third Fork Creek. City wants to evaluate the water quality credits that may result from this restoration/stabilization project. Consultant will conduct this analysis using state approved tools and methods acceptable for crediting purposes.

*Deliverables:*

- Report documenting the potential benefits, if any, to receive a water quality credit from state agencies.

*Task 6.3-Construction Documents-* Any required geotechnical testing should be performed as part of the final design. Final design documents should be consistent with the City of Durham’s Reference Guide for Development, City of Durham Water and Sewer Standards, NCDOT standards and specifications, and NC sediment and erosion control planning and design manual. The final construction documents will be the 100% design drawings, ready for bidding purposes. These include details, plans and profiles for the horizontal and vertical design components. Coordination with approving authorities will be part of this task.

Deliverables:

- Construction drawings approved by the City of Durham and any other jurisdiction involved.
- Final report with supporting design calculations.
- Final bid tabulation and engineer's opinion of probable cost.
- Project Manual for the technical specifications consistent with City of Durham bid documents and standard contracting procedures.
- Copy of the geotechnical report, if testing was required.

**Task 7: Permitting-** All permitting is to be obtained for the construction of the project such as Federal, State, County, and Local permits such as Section 404/401 Clean Water Act Permits, corresponding NC WQ General Certifications, Floodplain development permit, FEMA No-Impact or CLOMR/LOMR Certification, Erosion and Sediment Control, site plan approval, construction drawing approval, demolition permit and others as necessary.

Deliverables:

- All permits required for the project approved and procured prior to pre-construction conference.

**Task 8: Provide support for bidding-**City will advertise the Invitation for Bids, the contractor will assist by preparing engineer's estimate, bid documents and reviewing the bids received. The bid documents would include but are not limited to development of project manual including bidding documents, contract documents, and technical specifications for the Third Fork Creek restoration. The bid documents should be prepared in accordance with the City of Durham and North Carolina contracting procedures.

Deliverables:

- Compile final bid package with project manual and engineer's estimate.
- Attend the pre-bid meeting and respond to the prospective bidder's questions.

**Phase 3: Construction Administration (Optional/Contingent)-** This task is contingent upon funding available for construction. This task may be jointly administered with the City staff. For example, City may setup the project in Primavera to manage the contract and City inspector would conduct routine inspections but seek input from design engineer at key milestones and for resolution of field construction issues that may arise.

**Task 9: Construction Oversight-**Construction administration services may be needed from the construction contractors notice to proceed until the completion of construction and may include the following:

- i. Meetings- Attend the pre-construction meeting and weekly/monthly progress meetings.
- ii. Construction oversight-Provide weekly field observations and oversight during key portions of construction phase, prepare summaries of field observations.

- iii. Field engineering support-Incase of field construction issues and conflicts provide support to successfully resolve the problem.
- iv. Review punchlist and attend final inspection with City staff and contractor.
- v. Prepare record drawings.

Deliverables:

- Written summaries of field observations.
- One copy of report for any geotechnical tests conducted during construction signed and sealed by a North Carolina professional engineer.
- One paper copy signed and sealed by a North Carolina professional engineer.
- One electronic copy of the record drawings (AutoCAD 2013 or higher).

**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. The City expects to receive invoices on a monthly basis. 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.

**60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should**

Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” 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 RFP. (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 RFP. 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 RFP 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 RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. It is the City’s intention to use the contract that is attached as **Exhibit B**, modified and filled in to reflect the RFP and the proposal. The contract requires compliance by the contractor and its subcontractors with respect to the N. C. E-Verify law. Please see section (15) of Exhibit B, which is titled “E-Verify Compliance. 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, software, 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.

## **90. Bonds.**

No fidelity bond, performance bond, or payment bond is required for this contract.

## **100. Insurance.**

### Insurance Requirement –Architect/Engineer Design Services

Contractor shall purchase and maintain insurance coverage for not less than the following:

**Commercial General Liability**, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket

endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)

- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate on not less than \$4,000,000.

**Commercial Auto Liability**, covering:

- Symbol 1, all vehicles
  - Owned, hired, or borrowed vehicles
  - Employee vehicles if used in performance of this contract
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

**Professional Liability**, covering

- engineers and architects (employed or engaged by Contractor)
- covering claims arising out design work, calculations and estimates, and any other professional services performed in connection with this contract
- self-insured retentions/deductibles in excess of \$50,000 must be approved by City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- combined single limit not less than \$1,000,000 per claim; aggregate limit not less than \$2,000,000 per year

**Workers' Compensation Insurance**, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

**Insurance shall be provided by:**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-VIII or better.

**Insurance shall be evidenced by a certificate:**

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:  
City of Durham, North Carolina  
Attention: Public Works Department  
101 City Hall Plaza  
Durham, NC 27701

**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 RFP, including the SDBE 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.**

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The City expects the total length of the contract will be from the date of award, approximately **February 15, 2014**, for two (2) years, approximately **February 14, 2016**, if the City decides to proceed with the construction, which may be contingent on factors such as funds availability.

The approximate contract schedule is as follows:

- [a] Issue (Advertised date): **October 15, 2013**
- [b] Pre proposal meeting: **October 30, 2013**
- [c] Proposals due on: **November 14, 2013**
- [d] Presentations by shortlisted candidate firms: **December 16-20, 2013**
- [e] Evaluation Committee completes assessments: **December 31, 2013**
- [f] City Council authorizes the City Manager to sign the contract: **February 2014**
- [g] City issues contract: **February 2014**
- [h] Contract starts: **February 2014 (on date of receipt)**

- [i] Phase I completion anticipated: Four (4) months from the notice to proceed
- [j] Phase II completion anticipated: 12 months from the notice to proceed
- [k] Phase III completion anticipated: 24 months from the notice to proceed

### **130. Keeping Proposals Open.**

All proposals will remain open and valid for the City to accept for a period of 120 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.**

Fax, oral, or email proposals are not acceptable. Candidates should see that their proposals are received at the following address by **Thursday, November 14, 2013 at 3:00pm**.

**City of Durham**  
Attention: **Sujit Ekka, PE, PH**  
**Stormwater & GIS Services Division**  
**Public Works Department**  
Project Name: **Third Fork Creek Stream Restoration**  
**101 City Hall Plaza, Third Floor**  
**Durham, NC 27701-3329**

### **GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS**

**150. Questions.** Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

### **160. Pre-submittal conferences, meetings, and site visits**

The City may conduct a pre-proposal meeting on **October 30, 2013 at 10am**. If you are interested in attending the meeting, please send an email to the City Project Manager by **October 25, 2013**. Any questions about the RFP should also be submitted to the project manager by **October 25, 2013** via email. Attendance is encouraged but not required at the pre-proposal meeting for candidates interested in submitting a proposal. Detailed instructions for the pre-proposal meeting will be uploaded on the webpage. Every effort will be made to answer the questions submitted by October 25 during the meeting. If time permits, additional questions/discussion will be allowed at the end. Attendees should already be familiar with this RFP.

### **170. Updates and revisions to RFP.**

This RFP and addendums are normally posted on the City's website, on the Purchasing Division's webpage, at <http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>. Check that webpage to see that you have received all addenda.

## EVALUATION CRITERIA

### 180. Evaluation Criteria.

If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant items will be considered, including qualifications. The evaluation criteria listed below is a general guideline on how the proposals will be evaluated for both main and optional tasks.

### 190. Understanding of the Project- (Possible Points: 30)

- a) How well has the candidate demonstrated an understanding of the purpose and scope of the project?
- b) How well has the candidate demonstrated that it understands local and regional design and permitting issues and regulations for projects of similar size and scope?
- c) How well has the candidate demonstrated experience with the proposed methods and techniques for Stream Restoration?
- d) How well has the candidate identified similar projects completed locally and statewide?
- e) Adherence to the City's SDBE program.

### 200. Methodology Used for the Project-(Possible Points: 30)

- a) How well do the proposed tasks and sub-tasks demonstrate a logical approach to address RFP requirements?
- b) How well does the proposed approach help Stormwater &GIS Services to successfully restore Third Fork Creek while protecting the existing infrastructure?
- c) How well has the candidate demonstrated that it understands the deliverables that City expects it to provide?

### 210. Project Management-(Possible Points: 10)

- a) How well does the proposal support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) Is the organization and availability of the project team clear?
- c) Does the candidate already have the necessary tools to perform the work?
- d) How well has the candidate prepared the schedule with intermediate deliverables that match with the RFP?
- e) Is the proposal responsive to all material requirements in the RFP?

### 220. Experience and Qualifications-(Possible Points: 30)

*Questions regarding the personnel:*

- a) Do the personnel assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that are desirable for personnel engaged in the work the project requires?

- 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 City, State, and Federal design, permitting, and construction issues?

*Questions regarding the candidate:*

- e) How well has the candidate demonstrated direct experience in completing similar projects on time and within budget?
- f) Has the candidate provided letters of reference from clients?
- g) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

**230. Reserved.**

## **CONTENTS OF PROPOSAL**

**240. Contents of Proposal.**

The City discourages overly lengthy and costly proposals; however, in order for the City to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Proposals must include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the City should contact regarding the proposal. Proposals must confirm that the firm will comply with all of the provisions in this RFP.

The Proposal should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP and emphasize the Proposers demonstrated capability to provide services of this type.

The total proposal length inclusive of all requested items should not exceed **twenty (20)** pages (8.5 inch x 11 inch) in length. Double sided paper counts as two pages. This is inclusive of individuals' resumes, examples of work experience and references, and required SDBE forms (these items should be included in tabbed sections and placed behind the main document). Resume lengths should be kept to a maximum of one page and should include only those items that highlight the education, expertise, background, and more recent work experience related to the services requested in the proposal. Minimum font size should be the equivalent of **12 pt** Times New Roman. One-inch margins and single spacing are preferred.

The City reserves the right to request additional information which, in its opinion, is necessary to ensure the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

2. **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.

3. **Qualifications and References.** This part should include the candidate's experience on similar projects and include references and how to contact them.

4. **Project Team, Location of Work, 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. Illustrate the projected availability of proposed project team members to complete the work and the percentage of their time to be devoted to the project.

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.

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] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid City of Durham business license,
- [f] a written Statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.



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.

**5. Methods and Procedures.** The Proposal should provide a detailed methodology for accomplishing the entire project scope. 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. A project schedule should be included with the proposal.

**6. Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

## **7. Equal Business Opportunity Program**

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons 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.

The goals are 1% M/SDBE and 2% W/SDBE for each project. In accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. It is the intention of the City that proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration and that the "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). The "Letter of Intent to Perform as a Sub-consultant/Subcontractor" must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal. The "SDBE Goals Not Met/Documentation of Good Faith Efforts" form must be submitted if the goals are not met. The "Post Proposal Submission SDBE Deviation" form is not applicable at this time.

SDBE Forms and a list of SDBE firms is provided at the end of the RFP. The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.

## 8. Financial Condition, Insurance, and Bonds.

Contractor shall purchase and maintain insurance coverage for not less than the following:

### **Commercial General Liability**, covering

- premises/operations
- products/completed operations (two years minimum, from project completion)
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$2,000,000 per occurrence; aggregate limit not less than \$4,000,000 per year

### **Commercial Auto Liability**, covering:

- Symbol 1, all vehicles
  - Owned, hired, or borrowed vehicles
  - Employee vehicles if used in performance of this contract
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

### **Professional Liability**, covering

- engineers and architects (employed or engaged by Contractor)
- covering claims arising out design work, calculations and estimates, and any other professional services performed in connection with this contract
- self-insured retentions/deductibles in excess of \$50,000 must be approved by City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- combined single limit not less than \$1,000,000 per claim; aggregate limit not less than \$2,000,000 per year

### **Workers' Compensation Insurance**, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract); certificate must specifically state who is covered by the policy
- employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

### **Insurance shall be provided by:**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-VIII or better.

**Insurance shall be evidenced by a certificate:**

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:  
City of Durham, North Carolina  
Attention: Public Works Department  
101 City Hall Plaza  
Durham, NC 27701
- the insurance certificate must be approved by the City's Finance Director before Contractor can begin any work under this contract.

9. **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.

10. **Non-collusion.** This RFP constitutes an invitation to bid or propose. Sign the following and include it with your response:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, \_\_\_\_\_ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: \_\_\_\_\_

**COVER LETTER WITH PROPOSAL**

**250. Cover letter.** The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:  
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 Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

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 RFP 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 RFP 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.

This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

**260. Addendums.** The cover letter should list the last addendum that the City issues for this RFP, with a statement such as *The undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. \_\_\_\_.* In that blank the candidate should list the number of the last addendum.

## 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 RFP. A compact disc (CD) or DVD with single pdf file of the **entire** proposal should be included with the paper copy in the envelope.

Write the following prominently on the outside of the envelope: **Design and Construction Management Services for Third Fork Creek Stream Restoration**

**Proposals are to be received no later than 3:00 pm, Thursday, November 14, 2013.** Oral proposals will not be accepted and neither by email or fax.

**280. Format.** Provide one original that must contain original signatures and marked as "original", one paper copy, and one electronic copy in form of a pdf file on a CD/DVD. The outside of the package must clearly indicate "Third Fork Creek Stream Restoration RFP" and the name of the Proposer.

**290. Alternative Proposals.** Offerors may submit only one proposal for evaluation. No alternative proposals will be accepted in response to this RFP.

**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 RFP process or did not submit a proposal that complied with the RFP. 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.

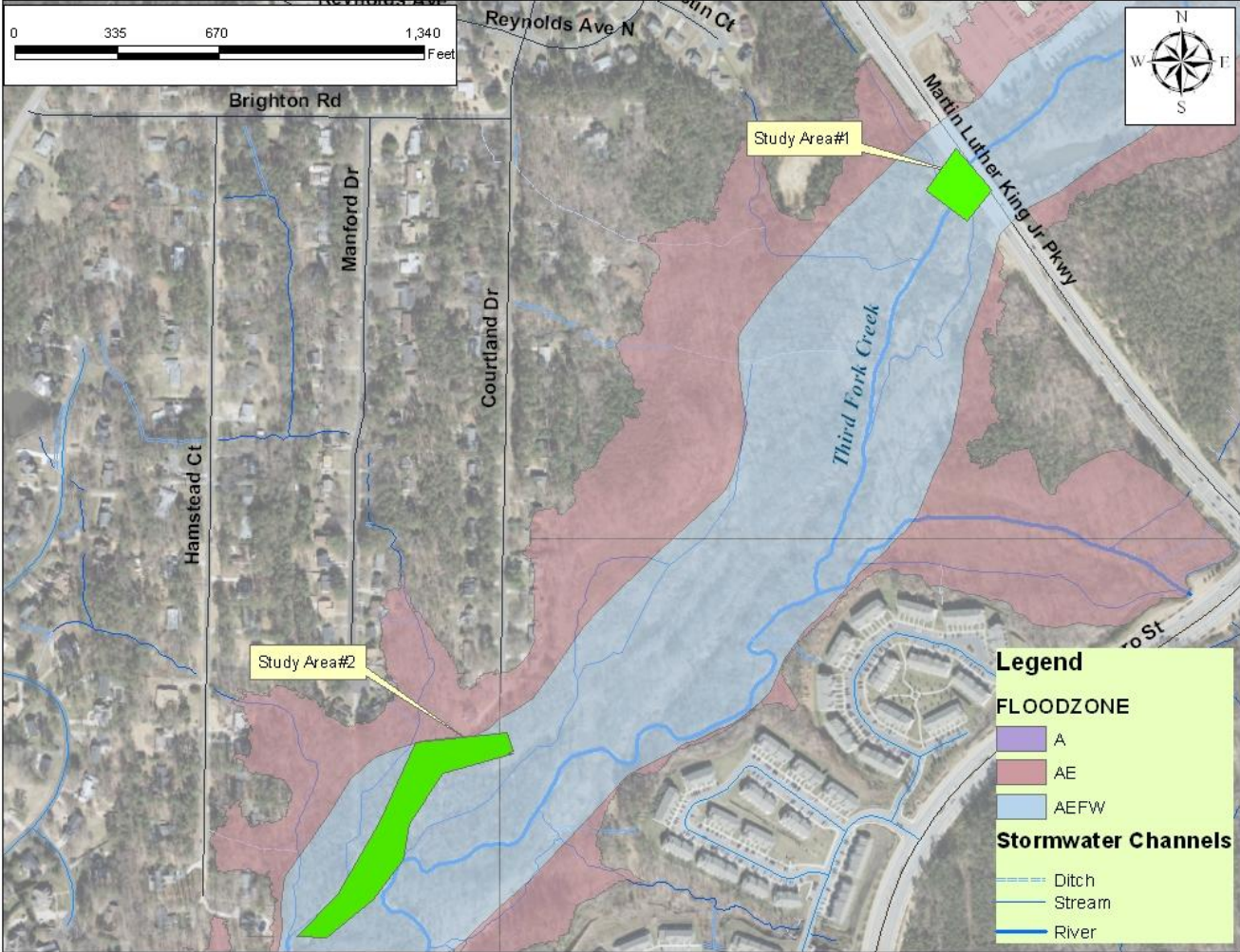
**310. Privilege License.** The City's practice is that if a City privilege license is required to perform the work under the contract, the candidate needs to obtain the license before the City will sign the contract. For information on this license, call (919) 560-4700 or see <http://durhamnc.gov/ich/as/fin/Pages/Business-Privilege-License.aspx>.

**320. Notice Under the Americans with Disabilities Act (ADA).** The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or [Stacey.Poston@durhamnc.gov](mailto:Stacey.Poston@durhamnc.gov), as soon as possible but no later than 48 hours before the scheduled event.

---- End of RFP ---

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EXHIBIT A



## EXHIBIT B

CONTRACT FOR *[descriptive title to be inserted]*

This contract is dated, made, and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Durham (“City”) 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 under the laws of [name of State]; a sole proprietorship; or a general partnership].*

Sec. 1. Background and Purpose. *[Several sentences are usually enough.]*

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. *[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: *[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.

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 8<sup>th</sup> 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 payment(s) due from the City to the Contractor.

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.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section \_\_\_\_ above, 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.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A [*title of exhibit*] containing [*number*] page(s).

Exhibit B [*title of exhibit*] containing [*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) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[*Insert name and department*]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919)\_\_\_\_\_.

Email:

To the Contractor:

[*Insert name and address*]

The fax number is \_\_\_\_\_.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

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 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. 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 (a) 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

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) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall 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. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state 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. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. 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.

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

(k) 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.

(l) 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.

(m) 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.

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. 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. 15. E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

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.

THE END



# **CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

## **PROFESSIONAL SERVICES FORMS**

**Revised 06/08**



### **Mailing Address:**

**101 City Hall Plaza  
Durham, North Carolina 27701  
Phone: 919-560-4180  
Facsimile: 919-560-4513**

### **Street Address:**

**302 East Pettigrew Street, C-180  
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 small firms owned by socially and economically disadvantaged persons 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 small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged 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 establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

## **Equal Business Opportunity Ordinance SDBE Participation Documentation**

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

**Declaration of Performance** must be completed and submitted with your proposal.

**SDBE Participation Documentation** must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

**Managerial Profile** must be used to list the managerial persons in your workforce who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your proposal.

**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 SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

### **Post Proposal Submission SDBE Deviation**

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE 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.

### **SDBE 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 socially and economically disadvantaged employees and 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 SDBE 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 Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

## **Definition of the Scope of the Selection Policy**

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

## **Small Disadvantaged 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 SDBE Forms.

## **Selection Committee for Professional Services**

A selection committee shall be established to 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 and Purchasing Manager. 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;

Request for Proposals

Professional Services for Third Fork Creek Stream Restoration

5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE 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. SDBE Participation; and
12. Documentation of Good Faith efforts.

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.



**DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR**

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
  
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
  
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a)  It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
  
- b)  That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
  
- c)  The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

---

**Date**

**Authorized Signature**

**PARTICIPATION DOCUMENTATION  
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

**Names of all firms  
Project (including  
prime and  
subconsultants/sub-  
Project  
contractors)**

**Location**

**SDBE  
Firm**

**Yes/No**

**Nature  
of**

**Participation**

**% of**

**Work**



**TOTAL \_\_\_\_\_**

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

\_\_\_\_\_  
**Signature - Authorized Officer of Prime Consultant/Contractor Firm**

\_\_\_\_\_  
**Date**

## Managerial Profile

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Equal Business Opportunity Ordinance.

### Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	
_____	_____	
_____	_____	_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	_____
_____	_____	_____
_____	_____	

\* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**  
(You may submit your organization's EEO policy in lieu of this sheet)

## EMPLOYEE BREAKDOWN

### Part A – Employee statistics for the primary location.

Employment category	Total employees	Total males	Total females	M—a—l—e—s					F—e—m—a—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

### Part B – Employee statistics for the consolidated company. *(See instructions for this form on whether this part is required.)*

Employment category	Total employees	Total males	Total females	M—a—l—e—s					F—e—m—a—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

**Letter of Intent to Perform as a Sub-Consultant**

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

- Minority (African American) • Woman • Hispanic
- 
- American Indian • Asian American • Handicapped
- 

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

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:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract \_\_\_\_\_% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

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 SDBE PARTICIPATION

Project: \_\_\_\_\_

Name of bidder or consultant: \_\_\_\_\_

Name and title of representative bidder or consultant: \_\_\_\_\_

Address (including zip code): \_\_\_\_\_

Telephone number: \_\_\_\_\_ 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 SDBE 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 subconsultant: \_\_\_\_\_

Goods and services to be provided before this 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 subconsultant is (*check one*):

- 1. City-certified Black-owned SDBE
- 2. City-certified Women-owned SDBE
- 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
  - 3(a)  Black-owned SDBE        3(b)  Women-owned SDBE
- 4. not a City-certified SDBE

**BOX B. Proposed subcontracts other than the subcontract described in Box A above**

Name of subcontractor for the new work: \_\_\_\_\_

Goods and services to be provided by this proposed subcontract: \_\_\_\_\_

Dollar amount proposed of this proposed subcontract: \_\_\_\_\_

This subcontractor is (*check one*):

- 1. City-certified Black-owned SDBE
- 2. City-certified women-owned SDBE
- 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
  - 3(a)  Black-owned SDBE        3(b)  Women-owned SDBE
- 4. not a City-certified SDBE

*Add additional sheets as necessary.*

**SDBE 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 SDBEs 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 questionnaire.)*

*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 SDBEs.**

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified

(that is, in the City's database) in the scope of work of the contract?  **yes**  **no**

(b) 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**

(c) 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**

(d) Did your firm attend the pre-bid conference?  **yes**  **no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract?  **yes**  **no**

(f) Did your firm follow up with SDBEs that showed interest?  **yes**  **no**

(g) With reference to the SDBEs 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 SDBEs 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 SDBEs for which you are providing Form E-105.

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

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

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

**4. ASSISTANCE TO SDBEs 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 SDBEs 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 SDBEs 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 SDBEs 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 SDBEs for the work?  **yes**  **no**  
Please explain. **ANSWER:**

**Listing of SDBE Firms**

Name	Mailing Address	City	State	Zipcode	Gender/Race ID	Contact	Phone	Email	Services	Licenses
A-1 Consulting Group, Inc.	117 International Drive	Morrisville	NC	27560	AS	Dr. Vinnie Goel	919-469-4800	vgoel@A1cons.com	Engineering: Civil, Structural, Geotechnical, Surveying, GIS, Landscape, Environmental, Brownfield, Monitoring wells, Wetlands, Asbestos/Lead/UST abatement, Construction, Const. management, Special inspections, materials testing, Estimating, Scheduling.	NC P.E. Certificate No. 18283 NC Engineer License C-1031

Acculine Surveying	2555 Capitol Drive, Suite D	Creedmoor	NC	27522	W	Dorothy Currin	919-528-7979	dorothy@acculinesurveying.com	Surveying	NC Surveyors License # L-3654
B & F Consulting, Inc.	2805 Tobermory Lane	Raleigh	NC	27606	W	Amber Farrelly	919-389-8102	afarrelly@nc.rr.com	Civil Engineering; Consulting Services	NC BOE Engineering Lic. #2149
BREE & Associates, Inc.	5315 Highgate Drive, Suite 203	Durham	NC	27713	M	Robert Lancaster	919-469-3330;	breeinc@bellsouth.net	Construction Administration and Management; Cost Estimating; Claims; Scheduling; Planning; Inspections; Civil Engineering; Traffic Engineering and Transportation Planning, Studies & Data Collection; CEI; Design Support Activities; AutoCAD & Drafting	City of Durham Privilege License; NC Board of Examiners for Engineers & Surveyors Lic. #C-2125

Capstone Civil Group	PO Box 44434	Charlotte	NC	28215	M	Charles Brown	704-567-0769	cbrown@capstonecivilgroup.com	Civil engineering; geotechnical Engineering, Constr. Mat. Testing	Engineering
CES Group Engineers, LLP	21 Glenwood Avenue	Raleigh NC	NC	27603	W	Judy Heleine	704-489-1500	jheleine@ces-group.net	Civil Engineering; Land Surveying; Landscape Architecture; Environmental Science	State of NC Engineering License # F-1240
CH Engineering, PLLC	PO Box 30128	Raleigh,	NC	27617	W	Maha Chambliss	919-788-0224	mchambliss@ch-engr.com	Transportation/Roadway Design; Storm Drainage Design; Utilities Design; Wastewater & Water Design; General Civil Engineering and Surveying.	N.C. Board of Engineers P-0189

Cooper and Associates, Surveyors, P.A.	P.O. Box 640	Morrisville	NC	27560	W	Colleen Jewel	919-469-1760	surveys@coopersurveys.com	Land Surveying	NC Surveyor's License Registration Number L-4501
Ellum Engineering, Inc.	44 Woodland Drive	Fairview	NC	28730	W	Mona Ellum	828-989-8027	Mona.Ellum@EllumEngineering.com	Engineering services specializing in water; wastewater and stormwater; Permitting	NC Engineering License#036383
Fitzgerald & Halliday, Inc.	72 Cedar Street	Hartford	CT	6106	W	A. Ruth Fitzgerald; Susan D. VanBenschoten	860-247-7200	snafis@fhiplan.com	Transportation Planning; Environmental Planning; Permitting; Traffic Studies; Urban Planning; Public Involvement	Connecticut Professional Engineering Corporation License#PEC.0000925

KHAFRA Engineering Consultants, Inc.	225 Peachtree Street N.E., Suite 1600	Atlanta	GA	30303	M	Nikki Uhuru	404-525-2120	nuhuru@khafra.com	engineering-electrical, environmental, civil, structural, mechanical; environmental services; water treatment plants; vulnerability assessments;	City of Atlanta Business; NC Engineering License#013901
MA Engineering Consultants, Inc.	598 East Chatham Street, Suite 137	Cary	NC	27511-6956	AS	Arvin Maniktala	919-297-0220	maec@maec.com	Civil-site; surveying & HD Laser scanning; roadway design; hydraulic & hydrologic design; water, sewer & gas utility design; utility coord.; GIS; photogrammetry; utility location & vacuum excav.; NEPA; web & video services; 3D modeling and 3D sims.	NC Board of Engineers#F-160
Planners for Environmental Quality, Inc.	4405 Mall Boulevard	Union City	GA	30291	M	Inga D. Kennedy	770-306-0100	inga@peqatl.com	Land use planning; Transportation Planning; Environmental Planning; Public Relations and Community Outreach	

Porter Scientific, Inc.	PO Box 1359	Pembroke	NC	28372	W	Freda Porter	910-521-0549	Brian.Locklear@porterscientific.com	Pipe Cleaning and CCTV Inspections; WWTP Maintenance; Phase I, Phase II Site Assessments; Brownfields Redevelopment; Environmental Permitting; GIS; Stormwater Management	
Principal Engineering, PLLC	PO Box 27586	Raleigh	NC	27611	M	Vardry E. Austin	(919)946-7584	vaustin@principalengineeringpllc.com	Engineering Services, Site Design, Storm Water Management, Pump Station and Pipeline Design, water Treatment, Wastewater Treatment, Environmental Permitting, Technical Writing, Regulatory Consultation, Construction Administration.	NC # P-0818
Ratliff Engineering & Consulting, PLLC	4224 Lazyriver Drive	Durham	NC	27712	W	Amy Ratliff, PE	919-294-4770	amy@ratliffengineering.com	Civil Engineering-utility pipeline design;erosion control planning; grant applications & administration; permitting & compliance-air,water, sanitary sewer, erosion, project managemnet, municipal work	NC Board of Examiners for Engineers and Surveyors License#P-0835

Rohadfox Construction Control Serv. Corp.	116 E. Main Street	Durham	NC	27701	M	Rebekah Rohadfox	919-682-5741	rccsc@rccsc.net	Construction Management-Project Controls (Scheduling, Estimating, Value Engineering); Resident Inspection; Claims Analysis; Quality Assurance/Quality Control; Mechanical , Sanitary, Civil, Structural , Environmental Engineering ; General Contractor	City of Durham Privilege License
SEPI Engineering Group, Inc.	1025 Wade Avenue	Raleigh	N.C.	27605	W	Latonya Taylor	919-789-9977	ltaylor@sepiengineering.com	Consultant services for traffic and transportation engineering; traffic impact studies; signal system timing & design; roadway & structural design; noise & air analysis; construction management; environmental planning; water resources and land surveying.	N.C. Board of Examiners for Engineers & Surveyors



Spaulding and Norris	972 Trinity Road	Raleigh	NC	27607	W	Stephanie Norris	919-854-7990	Stephanie@spauldingnorris.com	Civil Engineering, Land Planning, Environmental Permitting	NC Professional Engineering License
Turner Land Surveying, PLLC	3201 Glenridge Drive	Raleigh	NC	27604	W	Elisabeth Turner	(919)875-1378	dturner119@att.net	Land Surveying Services	North Carolina Board of Examiners of Engineers & Surveyors #L-4440