

City of Durham, Public Works Department  
Request for Proposal (RFP)  
Project: Municipal Separate Storm Sewer System (MS4) Inspections (SD-2021-06)

July 13, 2021

Addendum No. 1

Request for Proposal (RFP)  
RFQ No. SD-2021-06

**Municipal Separate Storm Sewer System (MS4) Inspections**

1. Request for Proposal (RFP).
  - a. Replace the body of the RFP, cover page to page 18, dated June 28, 2021, with the body of the RFP attached to this addendum, cover page to page 19, dated June 28, 2021 and revised July 13, 2021.
2. Exhibit B, Municipal Separate Storm Sewer System (MS4) Inspections.
  - a. Replace Exhibit B, Municipal Separate Storm Sewer System (MS4) Inspections, of the RFP, dated June 28, 2021 with Exhibit B, Municipal Separate Storm Sewer System (MS4) Inspections, attached to this addendum and dated July 13, 2021.
3. Exhibit D, Project Special Provisions.
  - a. Replace Exhibit D, Project Special Provisions, of the RFP, dated June 28, 2021 with Exhibit D, Project Special Provisions, attached to this addendum and dated July 13, 2021.

07/13/2028



# Request for Proposal (RFP)

RFP No. SD-2021-06

Municipal Separate Storm Sewer System (MS4) Inspections (SD-2021-06)

RFP Issued: June 28, 2021, Revised: July 13, 2021

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## 10. Date of RFP.

Issued: June 28, 2021, Revised July 13, 2021.

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

Direct questions and concerns to the following staff person.

ATTN: Dana Hornkohl  
City of Durham – Public Works Department  
101 City Hall Plaza  
Durham NC 27701-3329

Office: (919) 560-4326, ext. \*30246

Fax: (919) 560-4316

Email: [Dana.Hornkohl@DurhamNC.gov](mailto:Dana.Hornkohl@DurhamNC.gov)

Project Web Page: <https://durhamnc.gov/4507>

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

ATTN: Carol Teabo  
Public Works Department  
101 City Hall Plaza  
Durham NC 27701-3329

Office: (919) 560-4326, ext. \*30389

Email: [Carol.Teabo@DurhamNC.gov](mailto:Carol.Teabo@DurhamNC.gov)

## DESCRIPTION OF PROJECT AND NATURE OF RFP

### 30. Project.

The project includes the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for stormwater structure (basin) inspections throughout the City of Durham as well as the complete inspection of portions of the Municipal Separate Storm Sewer System (MS4) for specified site locations throughout the City of Durham. Inspections of the MS4 shall include location and verification of system components, inspections to locate possible illicit discharges into the system, and general inspections of system components to document condition. It is the City's intent that this contract shall be issued for a period of one year, and if the work proceeds successfully, the contract could be renewed annually for a total of five years.

The purpose of this project is fulfill a requirement of the City of Durham's National Pollutant Discharge Elimination System (NPDES) stormwater permit.

### 40. Scope of Work.

The City is soliciting a person or firm to provide the services indicated in the table below in the quantities indicated. The City is likely to prefer proposals where the Standard Operating Procedure provided in Exhibit A will be followed.

Municipal Separate Storm Sewer System (MS4) Inspections (SD-2021-06)

No.	Reference	Service Description	Quantity	Unit
1	Exhibit B	MS4 Basin Inspection	2700	EA
2	Exhibit B	Mobilization for MS4 Inspections	5	EA
3	Exhibit B	Mobilization for MS4 Inspections - Quick Response	2	EA
4	Exhibit B	MS4 Inspections	20	HR
5	Exhibit B	MS4 Inspections - Quick Response	8	HR
6	Exhibit C	Cleaning for MS4 Inspections	20	HR
7	Exhibit C	Cleaning for MS4 Inspections - Quick Response	8	HR
8	Exhibit D	Reimbursement for Water Access	1	EA

Figure 1 - Unit Price Work

The service “MS4 Basin Inspection” forms the core of the scope of work. The successful firm will be provided with a set of mapped grids including the City stormwater infrastructure from which the basin inspections will be performed. The number of basins included to be inspected in the set of grids will be approximately 2,700.

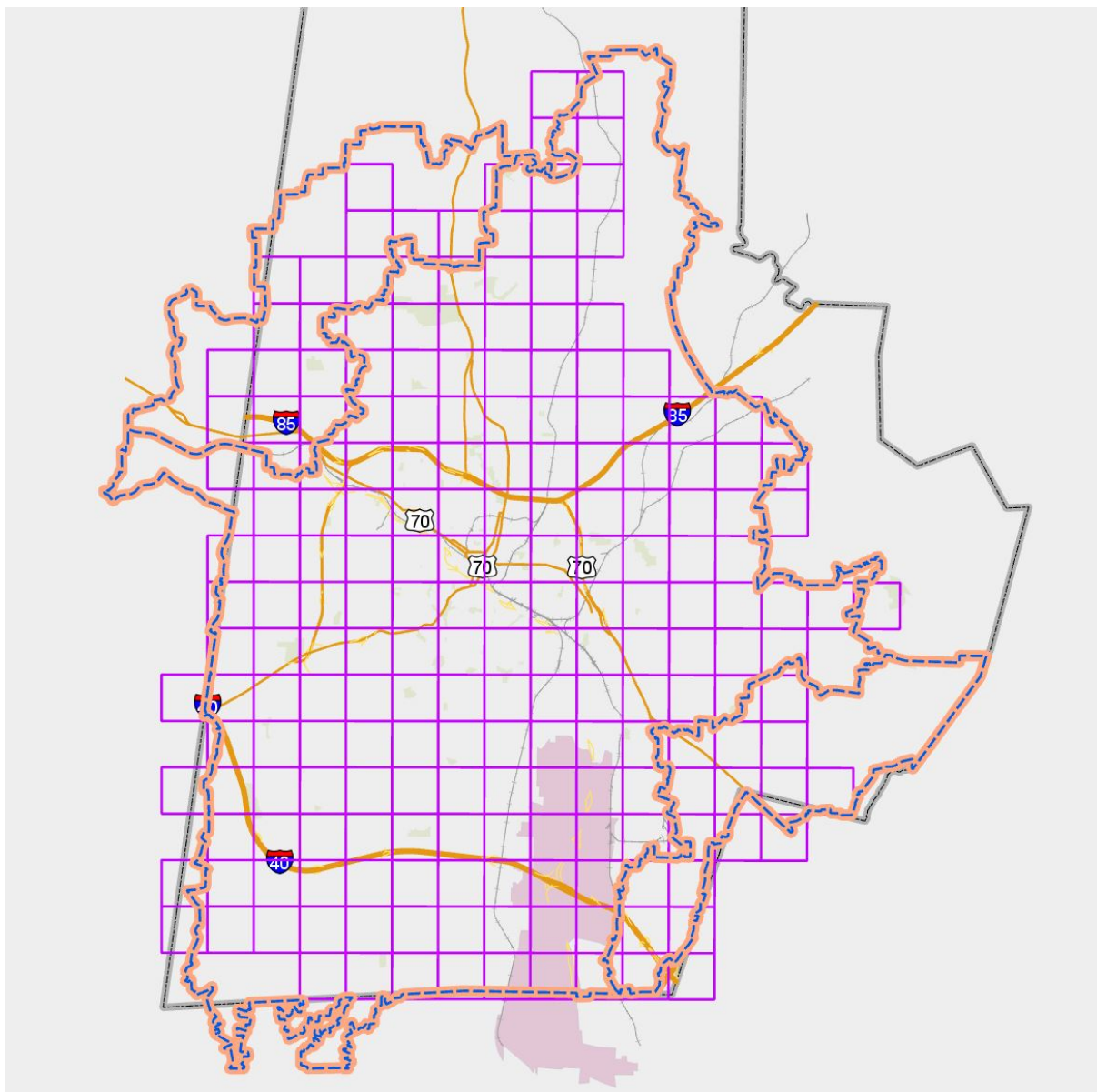


Figure 2 - City of Durham Grid for Stormwater Infrastructure

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The successful firm will also be requested to provide “MS4 Inspections” and “Cleaning for MS4 Inspections” at various times throughout the course of the one-year contract. These requests will be issues for normal response and quick response depending on the particular need at the time.

The City expects the scope of work to be completed within one year. It is anticipated that a Notice to Proceed will be issued in October of 2021.

Example templates (PACP and MACP) for delivering inspection data via itpipes may be requested by sending an email to [Dana.Hornkohl@DurhamNC.gov](mailto:Dana.Hornkohl@DurhamNC.gov).

### 50. Compensation Amount and Schedule.

The City intends to compensate the successful firm using the unit prices provided in the candidate’s submittal. For the sake of uniformity of the submittals, all candidates should submit their proposed pricing using the unit price work form provided below. All candidates should use a unit price of \$6,000 for item no. 8. If the actual cost of this item exceeds this amount during the course of the work, the City would entertain a request to increase the reimbursement amount for water access. All costs to perform the scope of work should be included in the unit price for each item. The City does not intend to provide compensation outside of the unit price work framework.

No.	Reference	Service Description	Quantity	Unit	Unit Price	Item Value
1	Exhibit B	MS4 Basin Inspection	2700	EA		\$ -
2	Exhibit B	Mobilization for MS4 Inspections	5	EA		\$ -
3	Exhibit B	Mobilization for MS4 Inspections - Quick Response	2	EA		\$ -
4	Exhibit B	MS4 Inspections	20	HR		\$ -
5	Exhibit B	MS4 Inspections - Quick Response	8	HR		\$ -
6	Exhibit C	Cleaning for MS4 Inspections	20	HR		\$ -
7	Exhibit C	Cleaning for MS4 Inspections - Quick Response	8	HR		\$ -
8	Exhibit D	Reimbursement for Water Access	1	EA	\$ 6,000.00	\$ 6,000.00
<b>Total for SD-2021-06</b>						

Figure 3 - Unit Price Work Form

Payment will be made to the successful candidate on a monthly basis for the unit price work performed during the period.

### 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 E, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

## 80. Trade Secrets and Confidentiality.

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

### Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

### *(a) Designation of Confidential Records.*

To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of



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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 (Defense of City) –

"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City.

"Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed

separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

## 85. Reserved.

## 90. Bonds.

The City will require performance bond and payment bond from the successful firm. The bond amounts shall be equal to the contract amount. Templates for the performance and payment bonds may be found in Exhibit F.

## 100. Insurance.

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

- a. Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.
- b. Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.
- c. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- d. Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$500,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
- e. Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.
- f. Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer

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complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

ATTN: Dana Hornkohl  
City of Durham – Public Works Department  
101 City Hall Plaza  
Durham NC 27701-3329

- g. All primary insurance carriers must be authorized to do business in North Carolina with a Best Rating A-VIII or higher.

### 110. Discretion of the City.

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

## SCHEDULE

### 120. Schedule.

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

Advertisement of Request for Proposal: June 28, 2021

Pre-Submittal Conference: July 27, 2021, 11 AM

Last date and time for receipt of proposals: August 18, 2021, 11 AM

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Submittal Evaluation Committee to complete its evaluation: 14-days after previous step.

Interviews (if necessary): 7-days after previous step.

Notice of Intent to Award a Contract: 7-days after previous step

City Council Authorization: 31-days after previous step

City Manager and successful candidate execute contract: 14 to 31-days after previous step

Notice to Proceed: 5-days after the previous step (anticipated October/November 2021).

The City expects the services to be completed one year after the Notice to Proceed.

### 130. Keeping Proposals Open.

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

### 140. Deadline to Submit Proposals.

Candidates should see that their proposals are received at the following physical address or email address below by August 18, 2021 at 11 AM.

ATTN: Dana Hornkohl  
City of Durham – Public Works Department  
101 City Hall Plaza  
Durham NC 27701-3329

[Dana.Hornkohl@DurhamNC.gov](mailto:Dana.Hornkohl@DurhamNC.gov)

## 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 will conduct a virtual pre-submittal conference on July 27, 2021 at 11 AM. Send an email to [Dana.Hornkohl@DurhamNC.gov](mailto:Dana.Hornkohl@DurhamNC.gov) to indicate your desire to attend. An email invitation will be sent to you in advance of the conference. Attendance is strongly recommended for those wishing to submit a proposal.

### 170. Updates and revisions to RFP.

Updates to this RFP (“addendums” or “addenda”) will be sent to those who have supplied their email address to the project manager. This RFP and addenda are normally posted on the City's project web page (<https://durhamnc.gov/4507>) and on the Purchasing Division's web page (<https://durhamnc.gov/bids.aspx>). Check those web pages 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 matters will be considered, including qualifications and cost. The Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the City Manager or the City Council) who will award the contract, but who are not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City's interest.

### 185. Cover Letter — 20 points.

Submittals will be evaluated to determine how well the cover letter meets the requirements set out in the RFP.

### 190. Tab 1: Qualifications — 60 points.

Submittals will be evaluated against the questions below to determine how qualified the submitter is in meeting the requirements of the RFP.

- a. What type of equipment (camera and software) will be used for basin inspections and pipe vide inspections?
- b. What are the current NASSCO certifications of the team?
- c. How well does the Organizational Chart depict a qualified team?
- d. How well qualified is the Project Manager?
- e. How well qualified is the overall team?
- f. How well qualified are the proposed subconsultants?
- g. What is the nature and number of any previous team collaborations for similar projects?

### 195. Tab 2: Experience — 150 points.

Submittals will be evaluated against the questions below to determine the experience of the submitter in similar projects.

- a. Experience providing basin inspections (number) and pipe vide inspections (length) by NASSCO certified team members.
- b. Experience in similar projects.
- c. Experience of the primary firm.
- d. Experience of the overall team.
- e. Experience of the proposed subconsultants.
- f. Experience depicted in the included resumes.

### 200. Tab 3: Understanding of the Project — 70 points.

Submittals will be evaluated against the questions below to determine how well the submitter displays their understanding of the project and requirements described in the RFP.

- a. How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the candidate identified issues and potential problems related to the project?
- c. How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?

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- d. How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- e. How well does the quality control approach proposed by the submitter ensure a successful project?
- f. What is the firm's understanding of the City's role in the project?

### 225. Tab 4: Miscellaneous — 70 points.

Submittals will be evaluated against the questions below to determine how well the submitter meets miscellaneous requirements described in the RFP.

- a. What is the location of the primary team members?
- b. How well did the submitted adhere to the City's Equal Business Opportunity Program?
- c. Did the submitter attend the Pre-Submittal Conference?
- d. How well did the submittal meet the requirements for font, number of pages, description of claims, conflicts of interest, etc.?
- e. Are the required forms included in the submittal?
- f. How well organized is the submittal?

### 230. Tab 5: Contract Cost — 40 points.

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors. A candidate with the lowest cost cannot count on being selected.

## CONTENTS OF PROPOSAL

### 240. Contents of Proposal.

The submittal should include the following sections (tabs). Cover letter shall be a maximum of two single-sided pages in length. Tabs 1 through 4 shall be a maximum of fifteen single-sided pages in length. Required forms, resumes, and tabs/dividers do not count toward the page limit.

#### *Cover Letter.*

The submittal should contain a cover letter, signed by a principal of the candidate. The cover letter shall be a maximum of two single-sided pages in length and will not count towards the overall page limit. The cover letter should contain the following statements and information.

1. Statement 1. The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposal.
2. Statement 2. 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.
3. Statement 3. This proposal is an offer that cannot be revoked before 90 days after the receipt of proposals. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

4. Statement 4. The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the 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.
5. 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.
6. Legal Status of the Candidate and Signers. State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
7. Conflict of Interest. If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.
8. Addendums. The cover letter should list the last addendum that the City issues for this RFP, with the following statement, “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 read.

*Tab 1: Qualifications.*

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

1. Provide documentation describing the equipment and software to be used for basin inspections and pipe video inspections. Provide confirmation that the software used is PACP and MACP certified and is able to meet the requirements described in Exhibit A: Standard Operating Procedure.
2. Provide the current NASSCO certifications for all team members.

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3. Provide an organizational chart which clearly identifies the key members of the project team. Subconsultants should be included. Specifically identify the individual(s) who will likely serve as project manager(s).
4. Provide one page resumes for all staff included on the organizational chart. Provide the following information on each resume. Resumes will not be counted towards the page limit.
  - a. Name and title;
  - b. Firm;
  - c. Address;
  - d. Phone number;
  - e. Email address;
  - f. Role in and name of similar past projects;
  - g. Project responsibilities; and
  - h. Name of employing company for past projects listed if different from current firm.
5. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any design or constructability related problems encountered, and methods used to mitigate issues. Describe and number collaborations between staff in the same firm, and collaborations between firms.
6. List the candidate's current licenses and certifications that are pertinent to this project.

### *Tab 2: Experience.*

Include the number of basin inspections and the length pipe video inspections performed by NASSCO certified team members.

List a maximum of five (5) relevant, similar projects, either currently in progress or having been completed in the past five (5) years, including any projects within North Carolina, containing work demonstrating the skills and abilities of the key team members, as follows:

1. List only projects involving the key team members or subcontractors proposed for this Project.
2. List projects in date order with newest projects listed first and include the following:
  - a. Brief project description;
  - b. Dates and times the project services were performed;
  - c. Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
  - d. Provide the initial award of contract amount, the final contract amount (include any and all change orders) and the total time period to complete the work. Please note whether contract work was completed on time and/or within budget.
  - e. Name of key team member(s) involved; including any changes to the project team and/or key team member(s) after project initiation, and if the key team member(s) completed the project. Include the project's current status if it is not yet completed. If experience for a key team member is



## Municipal Separate Storm Sewer System (MS4) Inspections (SD-2021-06)

listed from a previous employer, fully disclose with what firm the work was performed.

- f. A list highlighting those skills demonstrated by key team member(s);
- g. Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner; and
- h. Whether or not the project was involved in any claims, how they were resolved, and what the role of the key team members was for resolution.

### *Tab 3: Understanding of the Project.*

1. Discuss the firm's understanding of the project, the project objectives, and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the firm's intended methods for servicing the requirements of all aspects of all types of projects set forth herein.
2. Describe your firm's project management and quality control procedures.
3. Describe any support needed from City staff in order to execute the Services.

### *Tab 4: Miscellaneous.*

1. Discuss the location of the team members included in the organization chart.
2. Discuss the candidate's ability to handle meet the schedule described in the RFP.
3. Discuss the candidate's ability to meet the City's stated bonding and insurance requirements.
4. Discuss how the team meets the Underutilized Business Enterprise (UBE) goals set in the RFP.
  - a. Identify outreach efforts that were conducted in connection with this RFP.
  - b. Identify the scope of work to be performed by UBEs during this project.
5. Equal Business Opportunity Program, Procurement Forms (see Section 250 and Exhibit G)
6. Sign the Non-Collusion Affidavit (see Exhibit H) and include it with your response.
7. Complete the Workforce Diversity Questionnaire (see Exhibit I) and include it with your proposal.
8. Complete the Contractor Safety Record Information (see Exhibit J) and include it with your proposal.
9. Include your COVID-19 Work Plan (see Exhibit K) with your proposal.

### *Tab 5 Contract Cost.*

Submit the completed Unit Price Wok Form with unit prices, item values, and total contract amount.

## 250. Equal Business Opportunity Program

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

## Municipal Separate Storm Sewer System (MS4) Inspections (SD-2021-06)

to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all City contracting, including procurement services.

In accordance with the Ordinance, all contractors/proposers are required to provide information requested in the “Equal Business Opportunity Program Procurement Forms” (see Exhibit G) package included with this Request for Proposal. Proposals that do not contain the appropriate, completed forms may be deemed non-responsive and ineligible for consideration.

The goals for this project are 0% MUBE and 0% WUBE. For procurement services that have no UBE goals, only the “UBE Participation” is required. If you choose to include UBE participation, the “Statement of Intent to Perform as Subcontractor” is required. The “Request to Change UBE Participation After Bid Opening” and the “Questionnaire on Bidder’s Good Faith Efforts” documents are not required at this time.

The Department of Equity and Inclusion is responsible for the Equal Business Opportunity Program. All questions about “Equal Business Opportunity Program Procurement Forms” should be referred to Deborah Giles or other department staff at (919) 560-4180.

## HOW TO SUBMIT A PROPOSAL

### 270. How to submit a proposal.

Candidates should submit their proposals in a sealed envelope or via email. 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.

Write the following prominently on the outside of the envelope:

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INSPECTIONS (SD-2021-06)

Proposals are to be received no later than August 18, 2021 at 11 AM.

#### Proposal Check List

- Cover Letter
- Tab 1: Qualifications
- Tab 2: Experience
- Tab 3: Understanding of the Project
- Tab 4: Miscellaneous
  - Equal Business Opportunity Program Procurement Forms (Exhibit G)
  - Non-Collusion Affidavit (Exhibit H)
  - Workforce Diversity Questionnaire (Exhibit I)
  - Contractor Safety Record Information (Exhibit J)
  - COVID-19 Work Plan (Exhibit K)
- Contract Cost

### 280. Format.

Candidates should submit one electronic proposal, including all required forms, in PDF format. Please begin the file name of the PDF with the candidate’s name.

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Cover letter shall be a maximum of two single-sided pages in length. Tabs 1 through 5 shall be a maximum of fifteen single-sided pages in length. Required forms, resumes, and tabs/dividers do not count toward the page limit.

Pages may be letter, legal, or ledger format sizes. Type size shall be no smaller than 12 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Divider pages are not included in the page counts. Submissions that do not conform to the requirements listed herein may be removed from consideration at the sole discretion of the City of Durham.

### 290. Alternative Proposals.

If you wish to submit a proposal that does not comply with the City's standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your "non-compliant" version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

### 300. Candidate to Bear Expense; No Claims against City.

No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the 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. State Treasurer's lists regarding Iran and Boycott of Israel.

If the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

## MISCELLANEOUS

### 320. Notice under the Americans with Disabilities Act.

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

Aviso bajo el Acto de Americanos Discapacitados – Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-

4197, fax (919) 560-4196, TTY (919) 560-1200, o ADA@durhamnc.gov, lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.

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

#### A. Statement of City EEO Policy.

The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

Therefore, it desires that firms doing business with the City:

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

#### B. Livable Wage.

The City of Durham desires that firms doing business with the City pay their workers a livable wage rate while working on City contracts. The livable wage rate is \$15.46 per hour through June 30, 2021, and \$16.25 per hour for July 1, 2021 – June 30, 2022. The City will re-set the rate for the period after June 30, 2022.

End of RFP.

## EXHIBIT B

### MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INSPECTIONS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Unit Price Work – Measurement and payment.
  - 2. Scope of Work.
  - 3. Submittals.
  - 4. References.
  - 5. Definitions.
  - 6. Quality assurance.
  
- B. Related Exhibits:
  - 1. Exhibit A: Standard Operating Procedure
  - 2. Exhibit C: Storm Sewer Cleaning
  - 3. Exhibit D: Project Special Provisions

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. MS4 Basin Inspection:
  - 1. Basis of Measurement: By each (EA).
  - 2. Basis of Payment: Includes the work described in this specification and will be paid as the actual number of basins inspected by the Contractor's personnel. This item includes the inspection of storm sewer system structures (basins) throughout the City of Durham.
  
- B. Mobilization for MS4 Inspections (Location, Condition, and Illicit Discharge Verification):
  - 1. Basis of Measurement: By each (EA).
  - 2. Basis of Payment: Includes the work described in NCDOT Standard Specification Section 800 that is specifically related to MS4 Inspections for each new location where MS4 Inspections are performed.
  
- C. MS4 Inspections (Location, Condition, and Illicit Discharge Verification):
  - 1. Basis of Measurement: By hour (HR).
  - 2. Basis of Payment: Includes the work described in this specification and will be paid as the actual number of hours the Contractor's personnel is actively engaged in performing MS4 inspections. This item includes the inspection of storm sewer system pipelines and structures (basins) at various Project Sites. There is no separate or additional payment for the inspection of storm sewer system structures (basins) as part of this item.
  
- D. Mobilization for MS4 Inspections (Location, Condition, and Illicit Discharge Verification) – Quick Response:

1. Basis of Measurement: By each (EA).
  2. Basis of Payment: Includes the work described in NCDOT Standard Specification Section 800 that is specifically related to MS4 Inspections for each new location where MS4 Inspections are performed.
- E. MS4 Inspections (Location, Condition, and Illicit Discharge Verification) – Quick Response:
1. Basis of Measurement: By hour (HR).
  2. Basis of Payment: Includes the work described in this specification and will be paid as the actual number of hours the Contractor’s personnel is actively engaged in performing MS4 inspections. This item includes the inspection of storm sewer system pipelines and structures (basins) at various Project Sites. There is no separate or additional payment for the inspection of storm sewer system structures (basins) as part of this item.

### 1.3 SCOPE OF WORK

#### A. MS4 BASIN INSPECTION

1. Includes all necessary labor, materials, equipment, services, and incidentals involved in the professional and proactive inspection of storm sewer structures (basins) of the MS4 and connected storm sewer systems to determine the detailed condition and to collect data of every notable feature, defect, or other important information. Inspection shall be completed in a two-step process consisting of (1) Data Collections and (2) Data Review, Reporting, and Delivery.

#### B. MS4 INSPECTIONS

1. Includes all necessary labor, materials, equipment, services, and incidentals involved in the professional and proactive inspection of portions of the MS4 pipeline reaches, and connected storm sewer pipeline reaches, to determine the detailed condition and to collect data of every notable feature, defect, or other important information. Inspection shall be completed in a two step process consisting of (1) Data Collections and (2) Data Review, Reporting, and Delivery.

### 1.4 SUBMITTALS

- A. Contractor shall submit an equipment list to the Engineer for approval before commencement of the Work.
- B. MS4 Basin Inspection and MS4 Inspections shall be submitted to the Engineer as described in the Standard Operating Procedure in Exhibit A.

### 1.5 REFERENCES

- A. National Association of Sewer Service Companies (NASSCO):
  1. Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program: <https://www.nassco.org/education-and-training/pacp-lacp-macp/>

## 1.6 DEFINITIONS

- A. Municipal Separate Storm Sewer System (MS4): The regulatory definition of an MS4 (40 CFR 122.26(b)(8)) is "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
1. Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created to or pursuant to state law) including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.
  2. Designed or used for collecting or conveying stormwater;
  3. Which is not a combined sewer; and
  4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2."

## 1.7 QUALITY ASSURANCE

- A. All MS4 basin inspectors shall have been trained and certified as having passed the NASSCO Manhole Assessment Certification Program (MACP). All MS4 basin inspectors shall have successfully inspected a minimum of 2,000 storm sewer structures using MACP methods. Proper evidence of inspector training and experience shall be provided prior to commencing the Work.
- B. All MS4 inspectors shall have been trained and certified as having passed the NASSCO Pipeline Assessment Certification Program (PACP). All MS4 inspectors shall have successfully inspected a minimum of 100,000-linear feet of storm sewers using PACP methods. Proper evidence of inspector training and experience shall be provided prior to commencing the Work.
- C. Contractor shall be responsible for ensuring that results of storm sewer inspections are reported uniformly and consistently by all inspection crews.

## PART 2 PRODUCTS

### 2.1 MS4 INSPECTIONS/MS4 BASIN INSPECTION EQUIPMENT

- A. Equipment used for inspections shall be specifically designed and constructed for storm sewer pipeline and structure inspection. Equipment shall be waterproof and operative in 100% humidity conditions, as well as any other conditions that may be encountered in a storm sewer environment. Equipment shall be capable of clearly televising the interior of storm sewers with the sizes and dimensions to be encountered during the Work.
- B. Inspection camera shall be 100% digital. Any analog or National Television System Committee video camera shall be deemed unacceptable. The camera system shall have color pan and tilt capabilities with a 360-degree rotational scan. The tilt arc must not be less than 225-degrees and the viewing angle shall be a minimum of 300-degrees. The

adjustment of the focus and iris shall provide a minimum focal range from 6-inches in front of the camera's lens to infinity. The distance along the storm sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the storm sewer. The radial view camera shall be solid state color and have remote control of the rational lens. Camera shall be capable of viewing the complete circumference of the storm sewer. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override.

- C. Inspection camera system shall be of proper height to allow inspection of the storm sewer, service lateral connections, structures, and all defects.
- D. Inspection camera system shall be of such quality as to enable the following to be achieved:
  - 1. Color: With the monitor adjusted for correct saturation, the six colors, plus black and white, shall be clearly resolved with the primary and complimentary colors in order of decreasing luminance.
  - 2. Linearity: The background grid shall show squares of equal size, without convergence or divergence over the whole picture. The center circle shall appear round and have the correct height and width relationship (+/- 5%).
  - 3. Resolution: The live picture must be displayed on a monitor capable of providing a clear, stable image free of electrical interference and with a minimum horizontal resolution not less than 500-lines.
  - 4. Color Consistency: To ensure the camera shall provide similar results when used with its own illumination sources, the lighting shall be fixed in intensity prior to commencing the inspection. In order to ensure color consistency, no variation in illumination shall take place during the inspection.
- E. Inspection camera, monitor, and other components of the equipment shall be capable of receiving and transmitting a picture having not less than 500-lines of resolution showing the entire periphery of the storm sewer.
- F. Inspection camera system shall be capable of including audio information in a recording of the inspection. The audio portion of the recordings shall be sufficiently free of electrical interference and background noise to produce an oral report that is clear and complete and easily discernible.
- G. Illumination must be such as to allow an even distribution of the light, producing a clear picture around the storm sewer perimeter, regardless of diameter and without the loss of contrast, flare out of picture, or shadowing. Illumination shall minimize reflective glare and the intensity shall be fully adjustable. Illumination shall light the entire periphery of the storm sewer for a distance of 30-feet ahead of the camera.
- H. Inspection camera shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral storm sewer connections.
- I. Inspection camera shall be mounted on a tractor such that the central axis of the camera is aligned with the central longitudinal axis of the storm sewer.



- J. Inspection camera system shall collect all necessary data in either the forward or reverse tractor direction. Systems collecting data only in the reverse direction will be deemed unacceptable.
- K. Inspection camera system shall incorporate an automatically updated measurement meter (displayed on monitor and electronic recordings) of the distance along the storm sewer from the calibration point to the center point of the inspection camera accurate to the nearest tenth of a foot. Accuracy of the measurement meter shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.
- L. Inspection camera system shall have adequate cable/reach so that more than one section of storm sewer may be inspected per set-up due to possible buried manholes or junction boxes.
- M. Equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the Project Site and replaced with acceptable equipment at no additional cost. Contractor shall certify that backup equipment is available and can be delivered to the Project Site within twenty-four (24) hours.

## 2.2 MS4 BASIN INSPECTION/MS4 INSPECTIONS REPORTING SOFTWARE

- A. Contractor shall utilize an inspection and reporting software which is PACP and MACP certified by NASSCO and meets the requirements described in Exhibit A: Standard Operating Procedure.

## PART 3 EXECUTION

### 3.1 MS4 BASIN INSPECTION/MS4 INSPECTIONS

- A. Contractor shall test the inspection camera system equipment at least once per week during the Work to verify the picture quality. The equipment's manufacturer recommendations shall be used to clearly differentiate between the following colors: white, yellow, cyan, green, magenta, red, blue, and black.
- B. Contractor shall verify Site conditions prior to commencing any inspection activities. Site conditions include, but are not limited to, accessibility, traffic control, and encroachment onto private or public property. Selection of inspection equipment shall be based on the conditions of the storm sewer and structures at the time the Work commences.
- C. Contractor shall protect the storm sewer and adjacent properties from damage that might result from inspections. Any damage caused by the Contractor's operations shall be repaired to the complete satisfaction of the Engineer at no additional cost to the Owner.
- D. Perform storm sewer cleaning per Exhibit C.
- E. All storm sewer inspection work, including storm sewer inspection procedures and field observations reporting procedures shall be in accordance with NASSCO guidelines.

- F. Contractor shall immediately notify the Engineer of any storm sewer where a collapse has occurred or is imminent.
- G. Contractor shall ensure maximum production per day with each Project Site inspection to minimize the time at each location, reduce backups from plugging, maintain traffic flow, and minimize safety concerns.
- H. Engineer or Resident Project Representative shall have access to remotely view and observe all inspections and operations at all times. Contractor shall have all recorded inspections and necessary playback equipment readily accessible for review by the Engineer or Resident Project Representative during the Work.
- I. Contractor shall document in writing all pipelines and structures discovered as part of the inspection. The location of buried drainage structures shall be marked above ground using survey grade marking paint. Contractor shall immediately notify the Resident Project Representative of all pipelines and structures discovered as part of the inspection.
- J. Contractor shall not be required to fully inspect service laterals smaller than 15-inched in diameter. However, camera should be rotated during inspection in order to provide an internal view of the service lateral. The position and stationing of each service lateral shall be noted in the inspection report.
- K. Obstructions may be encountered during the course of the inspection that prevent the travel of the inspection equipment. Each occurrence shall be considered separately. Generally, however, the Contractor shall first attempt to pass the obstruction, and if failing in this attempt or if equipment damage may occur, Contractor shall withdraw the equipment and attempt inspections from the opposite end of the storm sewer. Should additional obstructions be encountered after the first re-employment and no means are available for passing the obstructions without damage to the equipment, then the remaining sections of the storm sewer not inspected shall be excluded from the Work requirements of the Contract. No additional payment shall be made due to difficulties encountered during internal inspection. In addition, the Contractor shall have no claim for payment for internal inspection not completed due to obstructions. An alternate method of moving the camera may be suggested by the Contractor to complete inspections of storm sewers with obstructions. The inspection shall be attempted to determine the condition of as much of the storm sewer as possible. The Contractor shall select the method of performing the inspection (i.e. pushing, pulling, or self-propelled) approved by the Engineer. The extent of the inspection accomplishment shall be at the discretion of the Engineer. Should the Contractor's inspection equipment become immobilized within a pipeline, equipment shall be removed from the line. If excavation is required to retrieve the Contractor's equipment, the excavation shall be accomplished at the Contractor's expense by a contractor licensed to perform the work in the State of North Carolina. Following removal of the equipment, the Contractor shall restore the storm sewer and the Project Site in accordance with the City of Durham Construction Standards, Specification, and Standard Details (<https://durhamnc.gov/3626>).
- L. Picture quality and definition shall be to the satisfaction of the Engineer, and if unsatisfactory, inspection shall be performed again with the appropriate changes made as designated by the Engineer at no additional cost to the Owner.

- M. Data Review, Reporting, and Delivery
  - 1. Contractor shall review collected data, code observations, and complete a full NASSCO Manhole Assessment Certification Program (MACP) evaluation of each inspected basin.
  - 2. Contractor shall review collected data, code observations, and complete a full NASSCO Pipeline Assessment Certification Program (PACP) evaluation of each inspected storm sewer section.

END OF SECTION

## EXHIBIT D

### PROJECT SPECIAL PROVISIONS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Defined Terms
  - 2. Incidental Items
  - 3. Mobilization
  - 4. Water Access
  
- B. Related Sections:
  - 1. Exhibit A: Standard Operating Procedure
  - 2. Exhibit B: Municipal Separate Storm Sewer System (MS4) Inspections
  - 3. Exhibit C: Storm Sewer Cleaning

##### 1.2 DEFINED TERMS

- A. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  
- B. Engineer: The Project has been organized by the City of Durham, Public Works Department (Engineer), who is to act as the City of Durham's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
  
- C. Project: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
  
- D. Resident Project Representative: The authorized representative of Engineer who may be assigned to the Site or any part thereof to make any and all inspections of the Work performed, acting under direct supervision of the Engineer.
  
- E. Site: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
  
- F. Work: The entire inspections or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

inspections, and furnishing, installing, and incorporating all materials and equipment into such inspections, all as required by the Contract Documents.

### 1.3 INCIDENTAL ITEMS

- A. All erosion control and traffic control measures needed to complete the Work are considered incidental. No additional allowance shall be made for these measures. There are no City of Durham fees associated with lane closures or traffic detours that may be needed for traffic control. All planned lane closures and traffic detours shall be reviewed and approved by the Resident Project Representative before implementation. Contractor shall plan, coordinate, and implement all traffic control necessary to perform the Work.
- B. All costs for removing, hauling, and properly disposing of sediment and debris from the MS4 needed to complete the Work are considered incidental. No additional allowance shall be made for these items.
  - 1. Contact the City of Durham Department of Solid Waste, Waste Disposal and Recycling Center, (919) 560-4611, <http://durhamnc.gov/878>, for questions about hours, disposal guidelines, acceptable items, and disposal fees.
  - 2. Contractor shall not be reimbursed for sediment and debris disposal fees.
  - 3. Engineer and Owner have not coordinated with the Department of Solid Waste for the disposal of sediment and debris to be performed as part of the Work.
- C. Locate Buried Drainage Structure
  - 1. This work involves the location of buried storm drainage structures at the direction of the Engineer. All work associated with locating buried drainage structures is considered incidental. This work shall include all means necessary to accurately locate a buried drainage structure. These methods include but are not limited to the following:
    - a. Probe rods;
    - b. Metal detection;
    - c. Determining distance and location from known objects and structures via video inspection.

### 1.4 MOBILIZATION

- A. MS4 Basin Inspection: There is no payment for mobilization for this item. Mobilization to each basin is included in the pay item. Basin locations are throughout the City of Durham. Mapped locations of basin with City of Durham facility IDs will be provided to the Contractor after award at the Preconstruction Conference.
- B. Mobilization for MS4 Inspections (Location, Condition, and Illicit Discharge Verification): Contractor will be paid for “MOBILIZATION FOR MS4 INSPECTIONS” once for each individual Project Site where “MS4 INSPECTIONS” work is performed. No additional mobilization shall be paid for returning to Project Sites where this work spans more than one calendar day.
  - 1. Engineer will provide Project Sites as they are identified to the Contractor. Contractor shall respond with a schedule to perform the Work at Project Sites within two business days of receiving notification from the Engineer. Work on the Project Sites shall commence within ten business days of receiving

notification from the Engineer. Contractor shall notify the Engineer a minimum of 24-hours before commencing work at and Project Site.

- C. Mobilization for MS4 Inspections (Location, Condition, and Illicit Discharge Verification) – Quick Response: Contractor will be paid for “MOBILIZATION FOR MS4 INSPECTIONS – QUICK RESPONSE” once for each individual Project Site where “MS4 INSPECTIONS” work is performed. No additional mobilization shall be paid for returning to Project Sites where this work spans more than one calendar day.
1. Engineer will provide Project Sites as they are identified to the Contractor. Contractor shall respond with a schedule to perform the Work at Project Sites within one business day of receiving notification from the Engineer. Work on the Project Sites shall commence within five business days of receiving notification from the Engineer. Contractor shall notify the Engineer a minimum of 24-hours before commencing work at and Project Site.

#### 1.5 WATER ACCESS

- A. Contractor shall be responsible for securing approved access to City of Durham water for conducting the Work via the Fire Hydrant Meter Program.
- B. Contact the City of Durham Department of Water Management, Fire Hydrant Meter Program, (919) 560-4344, Option 4, <http://durhamnc.gov/3692>, for questions concerning the fire hydrant meter program.
- C. Unit Price Work item no. 8 is included in the Contract to reimburse the Contractor for costs incurred to utilize water via the Fire Hydrant Meter Program. Contractor shall submit copies of all billing to verify water usage during the contract. Contractor shall not be reimbursed for any additional overhead for securing water access to perform the Work.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION