

**Request for Qualifications  
For Professional Services**

**City of Greensboro  
White Street Landfill Water Quality**

November 17, 2016

**1. SUMMARY**

**Request for Proposals:** The City of Greensboro - Field Operations: Environmental Services is seeking Qualification Based Proposals (QBPs) from qualified and experienced firms (Consultant) for professional engineering/geology services related to water quality compliance at the White Street Landfill.

- 1.1 ***Introduction and Background:*** The White Street Landfill (facility) encompasses an area of approximately 980 acres in the northeast quadrant of Greensboro at the east end of White Street. The Landfill is permitted for the disposal of waste generated within Greensboro and Guilford County (Solid Waste Permit Nos. 41-03 and 41-12). Site maps are included as Attachment A.

Beginning in 1943, waste handling at the Landfill consisted primarily of incineration. Burning operations ceased in 1965 and since that time refuse has been landfilled on site. The Landfill consists of three distinct municipal solid waste (MSW) landfill areas designated as Phase I, Phase II, and Phase III. Phase I is approximately 85 acres in size and contains land clearing and inert debris (LCID) deposited on top of MSW. This phase was filled with MSW between the years of 1965 and 1978 and contains approximately 3.0 million tons of MSW. In addition, the City disposed of LCID on top of the MSW from 1999 to 2004. There is approximately 20 to 25 feet of LCID on top of the MSW.

Phase II is an unlined, 135-acre area that received approximately 5.4 million tons of MSW from 1978 to 1997. In addition, in 1998 the City began depositing construction and demolition (C&D) debris on top of portions of MSW in Phase II and is currently continuing this disposal.

Phase III is a Subtitle-D lined, 52-acre area unit consisting of 3 cells which began receiving waste in 1997. Since January 2007, only select MSW from the City's wastewater treatment plant has been disposed of on-site while all other MSW is taken to the City's transfer station located at 6310 Burnt Poplar Road in Greensboro at the request of the local government.

The Large Type 1 Compost Facility located at the Landfill consists of a 7.75-acre area (Plat 1), 5.5-acre area (Plat 2), and a 6.5-acre area (Plat 3). The purpose of the yard waste composting facility is to convert yard waste into usable organic compost and mulch, thereby conserving disposal space while providing a usable soil amendment.

#### **A. Water Quality Monitoring**

Five monitoring wells (I-1, I-2, I-3, I-4, and MW-13) comprise the groundwater monitoring system for the closed Phase I unit. Twelve monitoring wells (II-1, II-2, II-3, II-4A, II-5, II-6, II-7, II-7B, II-8, II-12, MW-13, and MW-14) comprise the groundwater detection monitoring system for the Phase II unit. Twelve monitoring wells (MW-15, MW-16, MW-17, MW-18, MW-19, MW-20, MW-21, MW-22, MW-23, MW-24, MW-25, and MW-25D) comprise the groundwater detection monitoring system for the Phase III unit. Monitoring well MW-13 serves as a background (or upgradient) sampling point for both the Phase I and Phase II units, monitoring well MW-14 serves as an additional background sampling point for Phase II, and monitoring wells MW-15 and MW-16 serve as background sampling points for Phase III. Five surface water samples locations (SW-1 through SW-5) at North Buffalo Creek and one of its tributaries comprise the surface water monitoring system for Phases I, II, and III.

Groundwater and surface water monitoring and reporting are conducted in compliance with 15A NCAC .1630 through .1637 and .0602, the approved Water Quality Monitoring Plan, and associated Permits to Operate. Untreated leachate is sampled and analyzed semi-annually concurrently with the groundwater and surface water sampling for all Appendix I constituents, pH, specific conductance, BOD, COD, nitrates, sulfates, and phosphates. Monitoring reports of the analytical results for groundwater and surface water monitoring sampling events must be submitted to the Section within 120 days of the sample collections date.

#### **B. Phase II Corrective Action**

Several volatile organic compounds including benzene, trichloroethene, tetrachloroethene, vinyl chloride, and 1,4-dichlorobenzene as well as the inorganic constituent thallium have exceeded the 2L standards and/or the GPS within the Phase II portion of the White Street Landfill compliance monitoring well network. These exceedances above the 2L Standard or GPS triggered the Assessment of Corrective Action Measures. This process requires Facilities to characterize the nature and extent of the plume as well as assess possible remedies to restore groundwater quality at the Facility to levels below the 2L standards, and prepare a Corrective Action Plan (CAP) to implement the appropriate remedy to achieve compliance with the standards. Based on the results of a Nature and Extent Study and Assessment of Corrective Measures Report, the City selected Phytoremediation coupled with Monitored Natural Attenuation (MNA) to restore groundwater quality in the Phase II portion of the White Street Landfill. The CAP was developed in accordance with Rules .1635 through .1637 to remove contaminants from the groundwater and to monitor the migration of hazardous constituents.

The groundwater treatment system is implemented, operated, and maintained as specified in the CAP which was approved on June 24, 2008 (DIN 4970). Corrective action monitoring activities are completed concurrently with detection monitoring activities and include collection and analysis of groundwater samples from three CAP specified sentinel monitoring wells SMW-1, SMW-3, and SMW-4. Monitoring network wells II-1, II-7, and II-7B also serve as sentinel sampling points. Corrective action activities are summarized in the Phase II Assessment Monitoring Reports.

In accordance with the NCDEQ’s guidance documents, the MNA performance parameter data and technical evaluation shall be presented in a comprehensive Corrective Action Evaluation Report (CAER) at least once every five years. The initial CAER was prepared to evaluate the performance of MNA at the Facility, after the minimum number of independent sampling data points for statistical and regression analyses were completed at the Facility. The results presented in the Phase II CAER dated May 31, 2012 indicate that MNA coupled with phytoremediation is a viable corrective measure for the evaluated portions of Phase II of the White Street Landfill and was approved by NCDEQ DWM in a letter dated August 16, 2012.

**C. Phase III Alternate Source Demonstration**

On August 8, 2016, the City of Greensboro received a letter from the NCDEQ Solid Waste Section indicating that “Concentrations of Appendix I inorganic constituents were reported above the standards established in 15ANCAC 02L .0202 (2L Standards) and additional action is necessary based on the inorganic 2L Standards exceedances.

In accordance with 15A NCAC 13B .1633(c)(3) the City has contracted with a consultant to conduct an Alternate Source Demonstration to demonstrate that a source other than the MSWLF unit caused the exceedance, or the exceedance resulted from an error in sampling, analysis, statistical evaluation, or natural variation in groundwater quality. As of this QBP, the findings of this study are not complete and the investigation is ongoing.

**D. Referenced Documents**

Title	ID	DIN
<b>Operations</b>		
WSLF C&D Landfill Permit Application	4103-CDLF-1998	16014
Phase II Permit to Operate	4103-CDLF-1998	16015
WSLF Phase III Permit Amendment ↳Water Quality Management Plan	4112-MSWLF-1997	13531
Phase III Permit to Operate	4112-MSWLF-1997	13407
Large Type 1 Compost Facility Permit Application	4103-COMPOST	16318
Compost Permit to Operate	4103-COMPOST	16319
<b>Water Quality</b>		
CAER	4103-MSWLF-1987	17002, 17059
Cost estimate for potential assessment and corrective action	4103-MSWLF-1987	16427
Installation Report-Ebuffer and Sentinel Wells	4103-MSWLF-1987	15245

Title	ID	DIN
Phase II CA October 2010 sampling	4103-MSWLF-1987	13350
Sentinel monitoring wells	4103-MSWLF-1987	10470
Phytoremediation request	4103-MSWLF-1987	9876
Revised CAP approval	4103-MSWLF-1987	7422
Revised CAP	4103-MSWLF-1987	7393
CAP	4103-MSWLF-1987	5032
Approval of selected remedy	4103-MSWLF-1987	4970
Corrective action permit mod application	4103-MSWLF-1987	4966
Selection of Remedy	4103-MSWLF-1987	4964
Approval for the revised water quality monitoring plan for Phase I and Phase II	4103-MSWLF-1987	4315
Revised Water Quality Monitoring Plan	4103-MSWLF-1987	4314
Response to ACM Amendment for Phase II	4103-MSWLF-1987	4306
ACM Amendment	4103-MSWLF-1987	4272
Public Meeting Notice for White Street Phase II	4103-MSWLF-1987	3379
ASD for metals	4103-MSWLF-1987	3373, 3325
Review letter for White Street Phase II Nature and Extent Report and ACM Report	4103-MSWLF-1987	3085
Phase II ACM Report (C&D Over MSW Site)	4103-MSWLF-1987	3069
Received N&E Study for Phase II	4103-MSWLF-1987	2994
<b><i>The documents listed above can be found on the NCDEQ portal:</i></b>		

**1.2 Services To Be Provided:** The purpose of this contract is to support Field Operations-Environmental Services with water quality compliance for the solid waste operations at the White Street Landfill. Routine services include semi-annual groundwater detection and assessment monitoring, corrective action implementation, and reporting. Additional services may include storm water monitoring and troubleshooting, providing cost estimates for financial assurance and capital improvement planning, future corrective action design and implementation, and working with City staff to respond to requests by NCDEQ and EPA.

The selected consultant will be provided an approved North Carolina certified laboratory that is under contract with the City with laboratory services. The use of a laboratory as an M/WBE cannot be considered as part of this proposal since the City has contracted with a North Carolina certified laboratory to provide these types of analytical services.

## 2. ENVISIONED SCOPE SERVICES

The purpose of this contract is to support Field Operations with water quality compliance for the solid waste operations at the White Street Landfill. Routine services include semi-annual groundwater detection and assessment monitoring, corrective action implementation, and reporting. Additional services may include storm water monitoring and troubleshooting, providing cost estimates for financial assurance and capital improvement planning, future corrective action design and implementation, and working with City staff to respond to requests by NCDEQ and EPA.

The selected consultant will be provided an pre-approved North Carolina certified laboratory that has been contracted with the City to provide laboratory analytical services. The City provided laboratory will not be considered as part of the M/WBE portion of this QBP requirements.

### **2.1. Groundwater Monitoring**

The monitoring events are conducted semi-annually in April and October. A brief description of the activities required for groundwater and surface water monitoring consist of the following:

- Sample the monitoring wells and surface water locations.
- Obtain field parameters at each sample location.
- Collect depth to water measurements during purging to monitor drawdown.
- Have samples analyzed by the City's contracted North Carolina certified laboratory using State approved methods.
- Determine groundwater flow rates and directions.
- Collect a sample of the landfill leachate from the wet well for laboratory analysis.
- Prepare and submit reports to the City of Greensboro and NCDEQ.

### **2.2. Corrective Action Implementation**

Ongoing corrective action items include: MNA monitoring consisting of the full suite of parameters on a semi-annual basis, BIOCHLOR modeling on semi-annual basis, and monthly inspections of the phytoremediation stands.

### **2.3. Reporting Services**

All regulatory reports and correspondence must be prepared in accordance with applicable state, federal, and permit-specific requirements. A draft copy of each semi-annual report should be submitted to the City for review at least 90 days following the completion of field work. Pending review and comment, final copies of each report will be delivered to the regulatory agency and the City. The reporting activities for each semi-annual event should include the electronic deliverables required by NCDEQ.

### **2.4. Task Orders**

Prior to any task order work being performed, the parties will execute a task order in accordance with the terms as agreed upon by the City and the Consultant.

## **3. QBP SUBMITTAL REQUIREMENTS**

- 3.1.** This QBP is issued by the City of Greensboro Field Operations Environmental Services. Any questions concerning this QBP shall be submitted in writing and addressed to Richard Lovett, Field Operations, Environmental Services, by mail to the address below

or by email to richard.lovett@greensboro-nc.gov. The deadline for questions will be December 2, 2016. All questions will answered by Addenda.

**3.2. Please submit one original and two copies of your QBP, to the City of Greensboro **no later than 5:00 PM, December 28, 2016** to the attention of:**

**City of Greensboro - White Street Landfill Water Quality  
City of Greensboro Field Operations Department  
401 Patton Avenue  
Greensboro, NC 27407**

**Item\Date**

- City Issues Notice-To-Proceed On or before April 1, 2017.
- Complete Project On or before March 30, 2019

**3.3. QBP Organization:** To facilitate the City's objective review of the QBPs from different Consultants, submitting firms are requested to organize their submittal using a standardized format. Each QBP should contain the following:

- a) **Transmittal Letter**: A transmittal letter prepared on the firm's business stationery must accompany the QBP submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

Selected firm(s) will be required to submit a Certificate of Insurance which specifically names the City of Greensboro as additional insured via an additional insured endorsement.

The transmittal letter must include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this QBP.

- b) **Consultant's Description of Scope of Services**: The Proposal shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project. Include a narrative and description of the proposed effort and the products that will be delivered.

Outline your understanding of this project, scope of services, technical plan and organization. List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.

The proposal shall list all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.

**Key Personnel:** Provide information on all key personnel that will comprise the team responsible for completing the project. At a minimum, please provide a resume listing the qualifications and experience for each team member (and the role that they will be fulfilling) and an organization chart representative of the team hierarchy to be utilized within the parent organization or firm. The Project Manager, who will provide a single point of contact to the City for technical matters as well as for scheduling and budgetary issues, should be clearly identified. The Project Manager must be a professional engineer or geologist licensed in North Carolina with a minimum of 5 years of directly relevant solid waste consulting experience within North Carolina and experience dealing with NCDEQ's Solid Waste Section. Full resumes shall be included as an Appendix. If a sub-consultant will be utilized the chart must show the management approach reporting relationships between the firms.

- c) **Minority/Woman Business Enterprise (M/WBE) Policy:** It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of age, color, biological sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.
- d) **The undersigned Respondent hereby certifies and agrees that the following information is correct:** As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan as stated above. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, national origin, biological sex, age, or disability nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This

clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

#### 4. QBP Submittal Evaluation

**4.1. Proposal Evaluation:** Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.

A Selection Committee will be utilized to rate each Technical Proposal based on the following criteria:

1. Qualifications/Experience of the firm in:
  - a. Firms contact information and range of services as it relates to the QBP requirements
  - b. Years of experience and expertise on solid waste site in North Carolina - The Project Manager must be a professional engineer or geologist licensed in North Carolina with a minimum of 5 years of directly relevant solid waste consulting experience.
  - c. Year of experience and expertise of environmental sites
  - d. Credentials of project personnel (including the qualifications of firm(s) partnering/teaming for this QBP.
  - e. Firms ability to carry out projects on time and within budget (this could include showing budget status on referenced projects)
  - f. Firms ability to demonstrate that they are a properly licensed company capable to perform engineering related tasks in North Carolina.
2. Capacity:
  - a. Experience with municipalities in providing similar services as requested in this QBP.
  - b. Project descriptions and associated references (minimum of three)
3. Description and understanding of the project and scope of services.
4. Availability and flexibility of the consultant to deliver additional services (e.g. Additional services may include storm water monitoring and troubleshooting, providing cost estimates for financial assurance and capital improvement planning, future corrective action design and implementation, and working with City staff to respond to requests by NCDEQ and EPA).
5. Experience and expertise implementing innovative approaches and use of technology to be more efficient and cost effective.
6. Description of the companies Health and Safety program along with applicable safety metrics including but not limited to DART and TRCR scores.
7. M/WBE Utilization – Provide information documenting the respondents (or teaming members) MBE/WBE eligibility. Please refer to the M/WBE Special Instructions for eligibility and M/WBE Participation requirements.

Field Operations Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

**Rating and Selection Team:** The following individuals will comprise the team responsible for reviewing and rating submitted QBP's:

- Richard P. Lovett - Environmental Compliance and Support Manager
- Virginia Spillman – Water Resources
- Lewis Walker - Specialist Landfill
- Chris Marriott – Deputy Director of Field Operations
- Tiffany Jones - MWBE Specialist

## 5. General Provisions

**5.1. Terms and Conditions of the Contract:** The City will utilize the professional services contract agreement included herein as “Attachment A.”

**5.2. Modifications and Withdrawals:** Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Field Operations – Environmental Services prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.

**5.3. Questions and Inquiries:** Questions and inquiries should be directed in writing to the individual listed on page two. Electronic submission of questions is acceptable. The deadline for questions is December 2, 2016. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.

**5.4. Proposal Acceptance:** The City of Greensboro reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this QBP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.

**5.5. Insurance Requirements:** Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker's Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual service agreement.

**5.6. QBP Cancellation:** The City of Greensboro may cancel this QBP, in whole or in part, at any time before the opening of the proposals.

**5.7. Services Rendered:** All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.

**5.8. Contract Period:** The contract period cover a three-year period starting from the award date of April 1, 2017 through December 31, 2019.

**6. Schedule for the Selection Process:** The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues QBP	November 17, 2016
Question and Answer Period begins	November 17, 2016
Mandatory Pre-Bid Conference	November 29 , 2016 at 10:00 a.m.
Question and Answer Period ends	December 2, 2016 at 5:00 p.m.
Responses to Questions and Answers (Addendum issued, if required)	December 9, 2016 at 5:00 p.m.
Completed Proposals due to City	December 28, 2016
City review of Proposals and Selection Of Short List of Consultants	January 9, 2017
Interviews with potential Consultants	Week of January 23, 2017
City selects Most Qualified Consultant	On or before February 3, 2017
Complete contract negotiations with selected Contractor	On or before February 20, 2017
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before February 28, 2017
City formal approval and signature of Contract	On or before March 15, 2017
Written Notice-To-Proceed (NTP)	On or before April 1, 2017

**Field Operations Matrix for QBP's**  
**Rank each proposal and list your reasons or comments.**

<b>Points</b>	<b>Selection Criteria</b>	<b>Evaluator #1 score</b>	<b>Evaluator #2 score</b>	<b>Evaluator #3 score</b>	<b>Evaluator #4 score</b>	<b>Evaluator #5 score</b>	<b>Comments (please provide)</b>
30	Qualifications/Experience: Firms contact information and range of services including years of experience and expertise on solid waste site in North Carolina (15); Year of experience and expertise of environmental sites (5); Credential of project personnel (including the qualifications of firm(s) partnering/teaming for this QBP) (5) Firms ability to carry out projects on time and within budget (5); Firms ability to demonstrate that they are a properly licensed company capable to perform engineering related tasks in North Carolina (5).						
15	Capacity: Experiences with municipalities in providing similar services as requested in QBP (10); Provide a minimum of 3 references with current contact information (5)						
10	Description/understanding of the project and scope of services						
15	Availability and flexibility of the consultant to deliver additional services (e.g. Additional services may include storm water monitoring and troubleshooting, providing cost estimates for financial assurance and capital improvement planning, future corrective action design and implementation, and working with City staff to respond to requests by NCDEQ and EPA).						
10	Experience and expertise implementing innovative approaches and use of technology to be more efficient and cost effective.						
10	Description of the Health and Safety program and applicable safety metrics including but not limited to DART and TRCR scores.						
10	MWBE Participation: Pursuant to the City of Greensboro Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods and Other Services Section VI.D.3 respondents that are certified MBE/WBE firms and eligible to participate in the City's M/WBE program may be assigned ten (10) evaluation points as part of the City's M/WBE Prime Contractor capacity-building initiative. Up to five (5) evaluation points may be assigned to respondents based upon the relative value of eligible certified M/WBE firm participation that they have included on their teams for purposes of performing a Commercially Useful Function. If a subcontractor (M/WBE or non-M/WBE) is used, complete Affidavit C and submit with your response.						
	<b>Average Total Score (rounded to nearest whole number)</b>						

**End of Request for Proposal**

**Attachment A**  
**CITY OF GREENSBORO**

**PROFESSIONAL SERVICES CONTRACT**

This contract made and entered into this the \_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and \_\_\_\_\_ (hereafter referred to as the Consultant).

**WITNESSETH:**

**Professional Services Rendered**

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro.

**Relationship**

The Parties in this contract agree that the Consultant is a **professional corporation**, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

**Supervision and Inspection**

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

**Specific Duties & Responsibilities**

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

1. XXXX
2. XXXX
3. XXXX

4. XXXX

**Compensation**

The City agrees to pay the Consultant an amount not to exceed \$\_\_\_\_\_. The Consultant will be paid as detailed in **Attachment A**, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within \_\_\_\_\_ timeframe.

**Non-Appropriation Clause**

The automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non appropriation occurs the contract shall become void.

**Invoices**

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

**Payment of Taxes and Insurance**

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind

levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

### **Insurance**

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

### **Amendments**

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

### **Conflict of Interest**

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

- a. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
- b. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
- c. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

### **Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected

by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

### **Failure to Comply With Terms of Contract**

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

### **Rights**

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

### **Non-Discrimination Requirements**

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, national origin, biological sex, age, disability, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

### **Compliance With Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

### **Indemnification**

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

### **Severance**

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

### **Non-Assignment**

The Consultant without the written approval of the City shall not assign this contract.

### **Governing Law**

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

### **Scope of Agreement**

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

### **Confidentiality**

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient

except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

### **E-Verify**

The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Consultant", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A-169.1 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

### **Iran Divestment Act Certification**

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.