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March 4, 2026

**RE: Request for Qualification
Hydraulic Modeling Professional Services for the City of Wilmington Fire Department
RFQ No. S8-0326**

Dear Sir or Madame:

This Request for Qualification (RFQ) will provide your firm with sufficient information to enable you to prepare and submit a Statement of Qualification (SOQ) for Hydraulic Modeling Professional Services for the City of Wilmington Fire Department (City).

Potential respondents should email kathy.bryant@wilmingtonnc.gov to acknowledge receipt of the RFQ and to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the City's website at www.wilmingtonnc.gov.

The RFQ includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the ENGINEER. The general terms and conditions are part of any submitted statement of qualification and will be incorporated into any subsequent contract. Submission of a SOQ shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

For your RFQ to be considered responsive, it must adhere to the submittal requirements that follow. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

A committee selected by the City will review the SOQs and select the most qualified firm(s) for an interview. After the most qualified firm(s) is determined by the City, staff will enter negotiations with the firm(s) to better define the final scope of work. If for any reason the City and the selected firm(s) cannot agree on a scope for the fee available, the City will enter negotiations with the next most qualified firm(s).

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your statement of qualification for this work.

Sincerely,

Daryle L. Parker
Purchasing Manager

REQUEST FOR QUALIFICATION

INTRODUCTION

The City of Wilmington Fire Department (WFD) is requesting Statements of Qualifications (SOQs) from qualified engineering firms to provide professional services for hydraulic model update, validation, calibration, and fire flow analysis support for ISO/Verisk purposes.

The selected firm shall use the current Cape Fear Public Utility Authority (CFPUA) hydraulic model (InfoWater Pro), available GIS water system data, SCADA data, and field hydrant fire flow testing data to evaluate, update, and calibrate the model so it reflects current system conditions for fire flow analysis and Verisk support.

The City of Wilmington Fire Department (WFD) is issuing this RFQ and will be the contracting entity for these services for purposes of WFD's ISO/Verisk rating review support. Cape Fear Public Utility Authority (CFPUA), as the water utility authority, will serve as a coordinating data and technical partner for utility system information, model access, and operational coordination, as applicable.

The selected firm shall provide all professional services necessary to produce a complete, defensible, and submission-ready hydraulic modeling and fire flow evaluation package for WFD. The work shall include coordination with WFD and CFPUA, development of a field-testing plan, execution and documentation of hydrant fire flow testing, model calibration, fire flow simulation at citywide and point-specific locations, preparation of GIS-compatible hydrant modeled flow outputs for WFD systems, and preparation of final technical deliverables.

The selected firm shall be responsible for planning, staffing, conducting, documenting, and quality-controlling hydrant fire flow testing required for model validation/calibration and Verisk support, including required initial testing and follow-up/retest testing as needed to support calibration and final acceptance.

In addition to the ISO/Verisk support deliverables, the selected firm shall provide modeled fire flow results for hydrants within the City of Wilmington in GIS-compatible map layer format(s), with attribute fields and documentation sufficient for WFD to import and/or map the results in WFD systems, including EPR FireWorks hydrant management and CentralSquare CAD for hydrant flow visualization and hydrant color/status display, subject to WFD-provided schema and import requirements.

All work required under this solicitation shall be completed in time for WFD to submit the final package to Verisk no later than October 1, 2026. The engineer shall provide a project schedule and staffing plan that demonstrates the ability to meet this deadline.

The final deliverables, including model files, calibration documentation, field testing records, fire flow analysis outputs, GIS layers, maps, tables, and final reports, shall become the property of the City of Wilmington Fire Department.

The City of Wilmington is approximately 54 square miles with a population of 125,284 (U.S. Census, July 2024). There are approximately 6,400 hydrants within the city limits, with water mains ranging in size from 6 inches to 24 inches.

SCOPE OF SERVICES

The selected firm shall provide all labor, supervision, equipment, technical services, and professional engineering services necessary to complete hydraulic model review, update, validation, calibration, fire flow analysis, and related support services for WFD's ISO/Verisk submission.

At a minimum, the scope of services shall include the following:

1. Project Management and Coordination

- Conduct a kickoff meeting with WFD and CFPUA.
- Prepare and maintain a project schedule with milestones and critical path activities.
- Coordinate data requests, field work planning, and progress updates with WFD and CFPUA.
- Provide regular progress updates and identify any schedule risks or data gaps that could affect completion.

2. Existing Data Review and Model Review

- Review the existing CFPUA InfoWater Pro hydraulic model and associated model documentation.
- Review available GIS water system data, SCADA data, and other relevant utility system information provided by CFPUA.
- Review available hydrant inventory data and other information relevant to fire flow analysis.
- Identify data gaps, model limitations, and assumptions requiring confirmation prior to calibration and analysis.

3. Field Testing Plan

- Develop a field hydrant fire flow testing plan for review by WFD and CFPUA.
- The field testing plan shall include proposed test locations, test sequencing, staffing, equipment, data collection methods, safety procedures, coordination requirements, and QA/QC procedures.
- The field testing plan shall be designed to support model validation/calibration and fire flow analysis for ISO/Verisk purposes.

4. Hydrant Fire Flow Testing and Documentation

- Plan, staff, conduct, document, and quality-control hydrant fire flow testing required for model validation/calibration and Verisk support.
- Provide all necessary personnel, equipment, and field documentation forms required to complete testing.
- Perform initial testing and follow-up/retest testing as needed to support calibration and final acceptance.
- Record and document field test conditions, pressures, flows, hydrant identifiers/locations, and all other data necessary for calibration and review.
- Coordinate field testing activities with WFD and CFPUA to minimize operational impacts and ensure system awareness.

5. Hydraulic Model Update and Calibration

- Update the hydraulic model to reflect current system conditions based on available utility data and field-verified information.
- Calibrate the model using SCADA data and hydrant fire flow testing results.
- Document calibration methodology, assumptions, adjustments, and calibration results.
- Perform additional refinement and recalibration as needed based on review comments and validated field data.

6. Fire Flow Analysis and Verisk Support

- Perform hydraulic fire flow simulations and analyses sufficient to support WFD's ISO/Verisk review for the City of Wilmington.
- Produce citywide modeled fire flow results for hydrants within the City of Wilmington, based on the agreed model assumptions and methodology documented by the consultant.
- Prepare point-specific fire flow analyses, maps, tables, and technical outputs for locations requested by WFD and/or Verisk during the review process.
- Prepare maps, tables, and technical outputs suitable for WFD review and Verisk submittal support.
- Provide technical support to WFD for reasonable clarification questions from Verisk related to the consultant's work and deliverables through final acceptance.
- Develop GIS-compatible hydrant modeled flow output layer(s) for WFD use, including hydrant-level modeled flow results and related attributes in a format suitable for import, mapping, or integration with WFD systems, including EPR

FireWorks and CentralSquare CAD, subject to WFD-provided data standards and field mapping requirements.

7. Final Technical Documentation and Submission Support

- Prepare draft and final technical deliverables documenting methodology, testing, calibration, analysis, and results.
- Provide a complete, defensible, and submission-ready hydraulic modeling and fire flow evaluation package for WFD use in Verisk submittal.
- Revise deliverables based on WFD review comments within agreed review/revision timelines.

The selected firm shall be responsible for completing all work required under this RFQ in time for WFD to submit the final package to Verisk no later than October 1, 2026.

DELIVERABLES

The selected firm shall provide, at a minimum, the following deliverables in electronic format (and hard copy.):

1. Project schedule and staffing plan with milestones and target completion dates.
2. Data review memorandum identifying available data, assumptions, and data gaps.
3. Field hydrant fire flow testing plan (draft and final).
4. Hydrant flow test field data sheets, logs, and supporting raw data.
5. Field testing summary and QA/QC documentation.
6. Updated hydraulic model files compatible with CFPUA's InfoWater Pro environment (or as otherwise approved by CFPUA).
7. Model calibration memorandum documenting methodology, assumptions, calibration inputs, and calibration results.
8. Fire flow analysis outputs, including maps, tables, and supporting technical exhibits for citywide and point-specific locations identified by WFD and/or Verisk.
9. GIS-compatible hydrant modeled flow output layer(s) for hydrants within the City of Wilmington (not limited to sampled test locations), including hydrant-level modeled flow attributes and unique identifiers sufficient to support WFD mapping/import workflows.
10. GIS data dictionary / schema documentation for all delivered hydrant modeled flow layer(s), including field names, field definitions, units, coding/classification values, and coordinate reference information.

11. Export formats as approved by WFD (for example, file geodatabase feature class, shapefile, and/or CSV joined to hydrant IDs), including any crosswalk file required to match CFPUA / WFD / CAD hydrant identifiers.
12. Sample/test export and coordination support for WFD review of import compatibility with EPR FireWorks and CentralSquare CAD prior to final acceptance.
13. Draft final technical report.
14. Final technical report.
15. Complete submission-ready package for WFD use in Verisk submittal, including all supporting files, exhibits, and documentation.
16. Technical response support for consultant-prepared work products during WFD review and Verisk clarification process through final acceptance (within the scope negotiated in the contract).

For hydrant modeled flow GIS deliverables, the consultant shall provide attribute fields and outputs sufficient to support WFD hydrant color/status mapping workflows. At a minimum, the consultant shall coordinate with WFD regarding required field mapping for hydrant identifiers and modeled flow/classification values used in WFD systems (including examples such as Hydrant Number, modeled GPM and/or modeled flow by scenario, and hydrant classification/color field values where applicable).

WFD intends for the hydrant modeled flow GIS deliverable to include citywide hydrant-level modeled fire flow results generated using the agreed analysis methodology and assumptions documented by the consultant.

DELIVERABLE STANDARDS / ACCEPTANCE

All deliverables shall be prepared in a clear and reviewable format suitable for technical review by WFD, CFPUA, and Verisk.

Draft and final deliverables shall include sufficient documentation of methods, assumptions, test results, calibration steps, and analysis outputs to allow independent review.

For GIS hydrant modeled flow deliverables, acceptance shall include successful delivery in the agreed format(s) and completion of a WFD review of attribute schema and identifier matching sufficient to support intended import/mapping use in EPR FireWorks and CentralSquare CAD.

Citywide hydrant modeled flow deliverables shall represent modeled results derived from the calibrated hydraulic model and documented analysis assumptions, and are not limited to hydrants physically flow-tested in the field.

Deliverables shall not be considered complete until submitted in the required format and accepted by WFD in accordance with the negotiated contract and schedule.

SCHEDULE

The City requires a project schedule that supports WFD submittal to Verisk no later than October 1, 2026.

Each SOQ shall include a proposed project schedule and staffing plan showing how the firm will complete all required services within the required timeframe.

The proposed schedule shall include delivery of a complete submission-ready consultant package to WFD with sufficient time for WFD review and correction prior to October 1, 2026.

WFD strongly prefers final submission-ready engineering deliverables no later than September 1, 2026, unless otherwise approved during contract negotiations.

Final milestone dates will be established during contract negotiations. The selected firm shall be required to meet all negotiated milestone dates.

RFQ Response Timeline

The RFQ process shall adhere to the following schedule.

RFQ Process	Date	Time
Advertise RFQ	3-4-2026	3:00 PM
RFQ Written Questions Due	3-13-2026	5:00 PM
City Responses to RFQ Questions	3-17-2026	5:00 PM
RFQ Due Date	3-26-2026	3:00 PM
Interviews	TBD	TBD

Note: All times shown as Eastern Standard Time (EST).

RFQ Questions

Questions concerning the specifications in this RFQ should be directed to Scott Rivenbark, Administrative Services Manager. Email at Scott.Rivenbark@Wilmingtonnc.gov. Questions will be received until **Friday, March 13, 2026 at 3:00 PM**. An addendum summarizing all questions and answers will be posted to the City's website.

Please do not contact any City staff member other than the designated contact person regarding this RFQ while this RFQ is open, and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Submittal Requirements

Statements of Qualifications must follow the format as defined in the section marked “Statements of Qualifications (SOQ)”.

Respondents must submit one (1) signed original and one (1) electronic version of the **Hydraulic Modeling Professional Services for the City of Wilmington Fire Department** SOQ. The electronic version of the SOQ must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB drive attached to the SOQ. SOQ must be enclosed in a sealed envelope or package and clearly marked: **RFQ No. S12-1025 Hydraulic Modeling Professional Services for the City of Wilmington Fire Department**. Both hard copy and electronic version must be received by the City on or before **3:00 PM on Thursday, March 26, 2026**. Deliver SOQs to the following mailing / physical address:

City of Wilmington
Attention: Daryle L. Parker, Purchasing Manager
929 N. Front Street, 10th Floor
Post Office Box 1810
Wilmington, NC 28402-1810

SOQs received after the “RFQ Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the USB must be clearly marked. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the statement of qualification. ENGINEER must respond to the entire Request for Qualification (RFQ).

Rights to Submitted Material

All statements, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposer (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received and the entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold “**Confidential**”.

The City reserves the right to retain all SOQs submitted and to use any ideas in a SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Proposer of the conditions contained in this Request for Qualifications.

All costs incurred by the Respondent in preparing the SOQ, or costs incurred in any other manner in responding to this RFQ will be solely the responsibility of the Respondent.

STATEMENT OF QUALIFICATIONS (SOQ)

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS (SOQ)

Please submit a complete Statement of Qualification responding to all the required information requested. Statement of Qualification should be limited to 30 numbered pages or less, inclusive of cover page. Please use 8 ½" x 11" sheets, single spaced, double-sided with no less than 12-point font. The Responder's Certification Form, cover letter, any section tab dividers and/or back cover, do not count towards the page limit. Responses must follow the format outlined herein. The City may reject as non-responsive, at its sole discretion, any SOQ or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Responses shall be organized in the manner described in this RFQ. Sections should be tabbed to identify the location of the required information.

A. Section One: Introduction: Cover Letter/Letter of Intent

The cover letter shall be addressed to Mr. Daryle L. Parker, Purchasing Manager. It may be up to two pages and, at a minimum, must contain the following:

1. Identification of organization, including name, address and telephone number, year the firm was established and former names under which the firm operated.
2. Name, title, address, and telephone number of contact person during evaluation period.
3. A statement to the effect that the SOQ shall remain valid for a period of not less than 90 calendar days from the date of submittal.
4. Signature of a person authorized to bind the Firm to the terms of submittal.

B. Section Two: Respondent's Statement of Qualifications and Availability

1. Provide a statement of interest including a narrative describing the respondent's qualifications as they pertain to these services.
2. Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake assigned tasks.

C. Section Three: Team Organization/Experience and Certifications

1. Provide a list of key personnel with resumes and technical qualifications. Describe the roles and responsibilities of the ENGINEER.
2. Provide a representative list of select completed/active project summaries. Include project title, description of services provided, project duration, subcontractor information, client information, issues and resolutions, and specific tasks within the scope of services list included in this RFQ.

3. Description of the firm's experience providing hydraulic modeling, model calibration, hydrant fire flow testing and ISO/Verisk fire flow support services for similar jurisdictions.
4. Proof of required licensure/registration to perform professional engineering services in North Carolina, as applicable.
5. Experience working with municipalities and other public entities. Discuss how your proposed firm has worked with these entities on past projects and the firm's experience working with M/WBE Firms.

D. Section Four: Project Approach Narrative (Specific to this RFQ)

1. Provide a proposed approach to model review/update/calibration.
2. Provide a proposed hydrant fire flow testing approach, staffing, and QA/QC process.
3. Provide a coordination approach with WFD and CFPUA.
4. Approach to meeting the City's required completion schedule.
5. Approach in preparing GIS-compatible hydrant modeled flow outputs for WFD use in ERP FireWorks and Central Square CAD.

E. Section Five: Relevant Project List – For each project submitted as experience, include:

1. Project name and owner
2. Summary of scope of work, deliverables and project completion date.
3. Note whether hydrant testing and model calibration were included.
4. Note whether GIS hydrant-level modeled flow deliverables were provided.
5. Reference name, title, phone number and email address.

F. Section Six: Proposed Schedule and Staffing Plan:

1. List proposed project schedule.
2. Provide staffing plan showing how your firm will complete all required services within the required timeframe.

Evaluation Criteria

This is not a bid. There will not be a public bid opening. Qualifications will be evaluated based on but not necessarily limited to the following criteria:

Criteria	Weight
Hydraulic modeling and fire flow analysis support for ISO/Verisk evaluations, including work for jurisdictions of similar size and complexity.	15%
Use of Info Water Pro (or directly comparable hydraulic modeling software) for water systems of similar size and complexity, including systems with multiple water sources and/or multiple service/fire jurisdictions.	10%
Planning, staffing, and execution of jurisdiction-wide field work, including hydrant fire flow testing and data collection necessary to develop and validate hydraulic grade lines (HGLs) and support model calibration.	20%
Ability to provide adequate staffing, project management, and schedule control to complete all required work and deliver submission-ready final deliverables in time for WFD's Verisk submittal deadline of October 1, 2026.	25%
Qualifications and availability of the proposed project manager and key technical staff.	10%
Past performance on similar projects, including references.	5%
Demonstrated ability to produce GIS compatible hydrant-level modeled flow outputs and data schema documentation suitable for client import/mapping workflows.	10%
M/WBE outreach experience.	5%

Final Selection

Procurement of the ENGINEER will be made in accordance with the provisions of G.S. 143-64.31 which require that firms be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. A team, comprised of City staff, will be responsible for the evaluation. This team, in accordance with the criteria listed above, will evaluate all qualifications received as specified. The City team members, in applying the major criteria to the qualifications, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various qualifications. During the evaluation period, the City of Wilmington reserves the right to interview the top selected firms or all the proposing firms. The City maintains the sole and exclusive right to evaluate the merits of the qualifications received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFQ. The written qualification should clearly demonstrate how the firm could best satisfy the requirements of City.

The City reserves the right to make an award without further discussion of the qualification submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ and the selected Statement of Qualification, as amended by agreement between the City and the ENGINEER including e-mail or written correspondence relative to the RFQ, may become part of the contract documents. Failure of the ENGINEER to perform as represented may result in elimination of the ENGINEER from competition or in contract cancellation or termination.

THIS SECTION INTENTIONALLY LEFT BLANK

RESPONDER'S CERTIFICATION

Hydraulic Modeling Professional Services for the City of Wilmington Fire Department

Proposers Signature: _____ **Date:** _____

By Signing above I Certify that I have carefully read and fully understand the information contained in this Request for Qualifications; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Qualifications being submitted and have the authority to sign Statement of Qualification on behalf of my organization. **It is the proposer's responsibility to assure that all addenda have been reviewed prior to submission of qualification statement.**

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all proposer's:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____.

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this *Request for Qualification* solicitation process and will be incorporated into the resulting contract as applicable. Please note that any exceptions to the following requirements, as well as other sections of this *Request for Qualification* should be addressed in a separate section of the Respondent's qualification.

INSURANCE

A. Commercial General Liability

1. ENGINEER shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent ENGINEERS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the ENGINEER; products and completed operations of the ENGINEER; premises owned, leased or used by the ENGINEER; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The ENGINEER's Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the ENGINEER's insurance.
6. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the ENGINEER for the City of Wilmington.

B. Workers' Compensation and Employer's Liability

1. ENGINEER shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the ENGINEER for the City of Wilmington.
4. The U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways.
5. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

C. Business Auto Liability

1. ENGINEER shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to Section 11.C.1 of this agreement.
6. The ENGINEER's Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the ENGINEER's insurance.

D. Professional Liability Insurance

1. ENGINEER shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the ENGINEER's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the ENGINEER's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per claim.
2. If coverage required in paragraph 1 above is written on a claims-made basis, the ENGINEER warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

1. The ENGINEER shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of Wilmington is an insured under the policy.

F. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to the City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.
2. If ENGINEER's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of Wilmington.

H. Evidence of Insurance

1. The ENGINEER shall furnish the City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Subcontractors

ENGINEER shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent ENGINEER's coverage, and the ENGINEER shall be responsible for assuring that all subcontractors are properly insured.

J. Conditions

1. The insurance required for this contract must be on forms acceptable to the City of Wilmington.
2. The ENGINEER shall provide that the insurance contributing to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the ENGINEER without prior written approval of the City of Wilmington.
3. The ENGINEER shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. The City of Wilmington reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of the City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of ENGINEER's obligation to maintain such insurance.
6. By requiring insurance herein, the City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the ENGINEER and such coverage and limits shall not be deemed as a limitation of ENGINEER's liability under the indemnities granted to the City of Wilmington in this contract.
7. The City of Wilmington shall have the right, but not the obligation of prohibiting ENGINEER or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of Wilmington.

INDEMNIFICATION/LIMITATION OF LIABILITY

Release and Indemnity. To the fullest extent permitted by law, ENGINEER shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by ENGINEER (or by any person acting for ENGINEER or for whom ENGINEER is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of ENGINEER, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. ENGINEER expressly understands and agrees that any performance bond or

insurance protection required by this agreement, or otherwise provided by the ENGINEER, shall in no way limit ENGINEER's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

CITY Not Liable for Special or Consequential Damages. The CITY shall not be liable to the ENGINEER, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

ASSIGNMENT

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

COMPLIANCE WITH LAWS

ENGINEER will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. ENGINEER will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. ENGINEER specifically acknowledges and agrees that ENGINEER, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. ENGINEER shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

Public Records. ENGINEER acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C. Gen. Stat. 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If ENGINEER believes documents related to the Agreement contain trade secrets or other proprietary data, ENGINEER must notify the CITY and include with the notification a statement that explains and supports ENGINEER'S claim. ENGINEER also must specifically identify the trade secrets or other proprietary data that ENGINEER believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information ENGINEER deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide ENGINEER with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so

ENGINEER may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for ENGINEER to seek court ordered protection or other legal remedies as deemed appropriate by ENGINEER. If ENGINEER does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to ENGINEER.

ENGINEER REPRESENTATIONS AND WARRANTIES

Independent ENGINEER. This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the ENGINEER will be an independent ENGINEER and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The ENGINEER will retain sole and absolute discretion in the judgment of the manner and means of carrying out the ENGINEER's activities and responsibilities hereunder. The ENGINEER agrees that he/she/it is a separate and independent enterprise from the CITY; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment relationship between the ENGINEER and the CITY, and the CITY will not be liable for any obligation incurred by the ENGINEER, including but not limited to unpaid minimum wages and/or overtime premiums.

Non-Discrimination. ENGINEER will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, ENGINEER will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY's option, in a termination or suspension of this agreement in whole or in part.

Interpretation/Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

Records. The CITY has the right to audit all records pertaining to this Agreement both during its performance and after its completion. Further, upon termination of this Agreement, the ENGINEER

shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials produced by ENGINEER in connection with services rendered pursuant to this Agreement. If compensation for expenses shall be provided to ENGINEER, the ENGINEER shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to the CITY upon request.

Ownership of Documents. The ENGINEER agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the CITY, and the ENGINEER shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the ENGINEER shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials received or obtained from the CITY in connection with services rendered pursuant to this Agreement.

No Publicity. No advertising, sales promotion or other materials of the ENGINEER or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the ENGINEER may list the CITY as a reference in responses to requests for proposals and may identify the CITY as a customer in presentations to potential customers.

ACKNOWLEDGEMENTS

Authority to Act. Each of the persons executing this Agreement on behalf of ENGINEER does hereby covenant, warrant and represent that the ENGINEER is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the ENGINEER has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the ENGINEER were authorized to do so.

Conflict of Interest. No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. ENGINEER acknowledges that CITY reserves all immunities, defenses, rights or actions arising out of CITY's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of CITY's entry into this Agreement.

Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Entire Agreement and Amendment. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed

upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

Non-Waiver of Rights. It is agreed that the CITY's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

Non-Appropriation. In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify ENGINEER of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

Reimbursable expenses. The CITY hereby agrees to pay reimbursable expenses with no more than a five percent (5%) markup within 30 days after receipt of an approved invoice with receipts attached. The CITY agrees to pay travel and meal expenses at the current State of North Carolina government mileage and per diem rates without mark-up within 30 days after receipt of an approved invoice.

Minority Business Enterprise (MBE). The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general ENGINEER or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

The ENGINEER shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The ENGINEER shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the ENGINEER to carry out the requirements set forth in this special provision may constitute a breach

of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The ENGINEER shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The ENGINEER agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with.

THIS SECTION INTENTIONALLY LEFT BLANK

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 20__.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit

was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 20__ .

Notary Public

My Commission Expires: _____ (NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE
with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by
and on behalf of _____ (hereinafter the "Employer") after
being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the City of Wilmington informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20 ____.

Affiant

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20 ____.

Notary Public

[NOTARY SEAL]

My commission expires: _____