

ADDENDUM No. 1

TO: Prospective Submitters
FROM: Randi Gates, GCLMPO Administrator
DATE: August 12, 2019
PROJECT: Catawba Crossings Feasibility Study

Proposals will be received at the office of the Gaston-Cleveland-Lincoln MPO, 150 S. York Street (physical) / PO Box 1748 (mailing), Gastonia, NC 28053 until 3:00 PM, August 30, 2019.

Q#1 Your advertisement references NCDOT Code 131 for Landscape and Streetscape Design. That code has been changed to Code 132 by NCDOT and thus to the best of my knowledge Code 131 doesn't exist anymore.

A#1 The code should be Code 132 – Landscape & Streetscape Design.

Q#2 Could you please provide the referenced Appendix B on page 11 of the RFP?

A#2 See Appendix B attached.

Q#3 Can you please clarify your request for modifications to the contract (Item F) as we don't have a copy of the contract for legal to review.

A#3 See Example Contract (Appendix B) attached.

Q#4 Page 4, final paragraph states: "The consultant will be required to develop a prioritization mechanism and identify the top 2 crossing priorities." Please confirm whether this means 2 priorities for both the Catawba River and South Fork for a total of 4 priorities; 1 priority for each for total of 2 priorities; or 2 priorities for the entire facility (both Catawba River and South Fork).

A#4 The consultant will be required to develop a prioritization mechanism and identify the top two crossing priorities for the entire facility (both Catawba River and South Fork River).

Q#5 Please confirm that proposal content item #6 "Supportive Information" is included in the 20-page maximum limit.

A#5 Yes, item #6: Supportive Information is included in the 20-page maximum limit.

Q#6 On page 9, you note that to facilitate recycling,...tables etc. are prohibited. Can you please clarify what kind of tables you are referring to?

A#6 This should state "tabs", not "tables".

Q#7 Can you please provide more clarity on what market economics means in the project context? Is it the economic development quantization that the project will have on the local area?

A#7 Yes, the economic development impact should be considered when developing the Cost to Benefit Analysis for each alternative.

STATE OF NORTH CAROLINA

AGREEMENT FOR PROFESSIONAL SERVICES

COUNTY OF GASTON

THIS AGREEMENT, made and entered this ___ day of _____, 2019, by and between the CITY OF GASTONIA, a North Carolina municipal corporation, hereinafter referred to as "City", and _____ hereinafter referred to as "Engineer";

WITNESSETH:

WHEREAS, City desires to engage Engineer to provide professional planning services (hereinafter referred to as the "project"); and

WHEREAS, Engineer possesses the experience and technical knowledge to provide said planning services for City's project;

NOW, THEREFORE, City and Engineer, on the terms and for the consideration hereinafter stipulated, mutually agree as follows:

1. SCOPE OF WORK

Engineer will provide planning services for the project, which consist of the Scope of Work as outlined on the attached Exhibit A.

2. COMPENSATION AND PAYMENTS

The City of Gastonia shall furnish to Engineer for professional services indicated in the Scope of Services section of this Agreement, a lump sum fee of \$_____. Invoices issued by Engineer for progress payments will be due and payable on a monthly basis. The amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Engineer will estimate the percentage of the total Services (provided on a lump sum basis) accomplished during the invoicing period.

3. GENERAL SERVICE CONDITIONS

The service provided by Engineer will be performed in accordance with professional design standards. Engineer can assume, without independent verification, the accuracy of all data provided to it. Engineer will act as an independent contractor. All files, work papers or documents developed by Engineer during the course of the engagement will be its property, except that such reports and documents that are provided to the City pursuant to Exhibit A shall be the property of the City. Reports, files, or documents provided by City shall remain City's property.

4. INDEMNIFICATION AND INSURANCE

During the term of this Agreement the Consultant shall affect and maintain the following insurance:

APPENDIX B

- (a) Professional liability insurance of at least \$1,000,000 per claim
- (b) Workers compensation and employer's liability insurance as required by the state where the work is performed.
- (c) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (d) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

Certificates of insurance evidencing the coverage required herein, and otherwise acceptable to the City, shall be filed with the City prior to the commencement of the services. The City must be named as additionally insured on the insurance certificate for all coverage, except professional liability.

Engineer shall indemnify and hold harmless City and its personnel from and against any and all claims, damages losses, and expenses, (including a reasonable attorney's fee) to the extent they are caused by the negligent act, error or omission of Engineer in the performance of the services under this agreement.

Engineer's liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be \$1,000,000, or the limits of its Professional Liability Insurance, whichever is greater.

5. SEVERABILITY

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions, hereof shall remain in full force and effect, and be binding upon the parties hereto.

6. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. Upon such termination, City shall pay Engineer all monies owned under this Agreement for all work performed up to the date of receipt of written notification of termination.

7. ASSIGNMENT

Engineer may not assign this Agreement without the prior written consent of City.

8. APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina. Any legal action regarding the enforcement of this Agreement must be filed in the appropriate Court in Gaston County, State of North Carolina, having jurisdiction in the matter.

APPENDIX B

9. ENTIRETY OF AGREEMENT

This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

10. E-VERIFY REQUIREMENTS

Consultant certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Consultant agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Consultant agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

11. IRAN DIVESTMENT ACT

As of the date of this agreement, the Consultant listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Consultant further certifies that it will not utilize any subcontractor on the list.

This Project is being financially supported by federal funds awarded by the United States Government. The following provisions are incorporated into this Agreement in order to comply with federal statutes and regulations governing projects supported by federal funds.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSIO

The Engineer certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

APPENDIX B

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

ANTI-LOBBYING CERTIFICATION

(1) The Engineer certifies to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ACCESS TO AND RETENTION OF RECORDS

(1) The City, The U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the work performed pursuant to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

(2) Engineer shall retain all records pertinent to the work performed pursuant to this Agreement for a period of not less than 3 years and final payment has been made to Engineer and all other pending matters are closed.

APPENDIX B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

(Corporate Seal)

ATTEST:

CITY OF GASTONIA

(Deputy) City Clerk

BY: _____
City Manager/Mayor

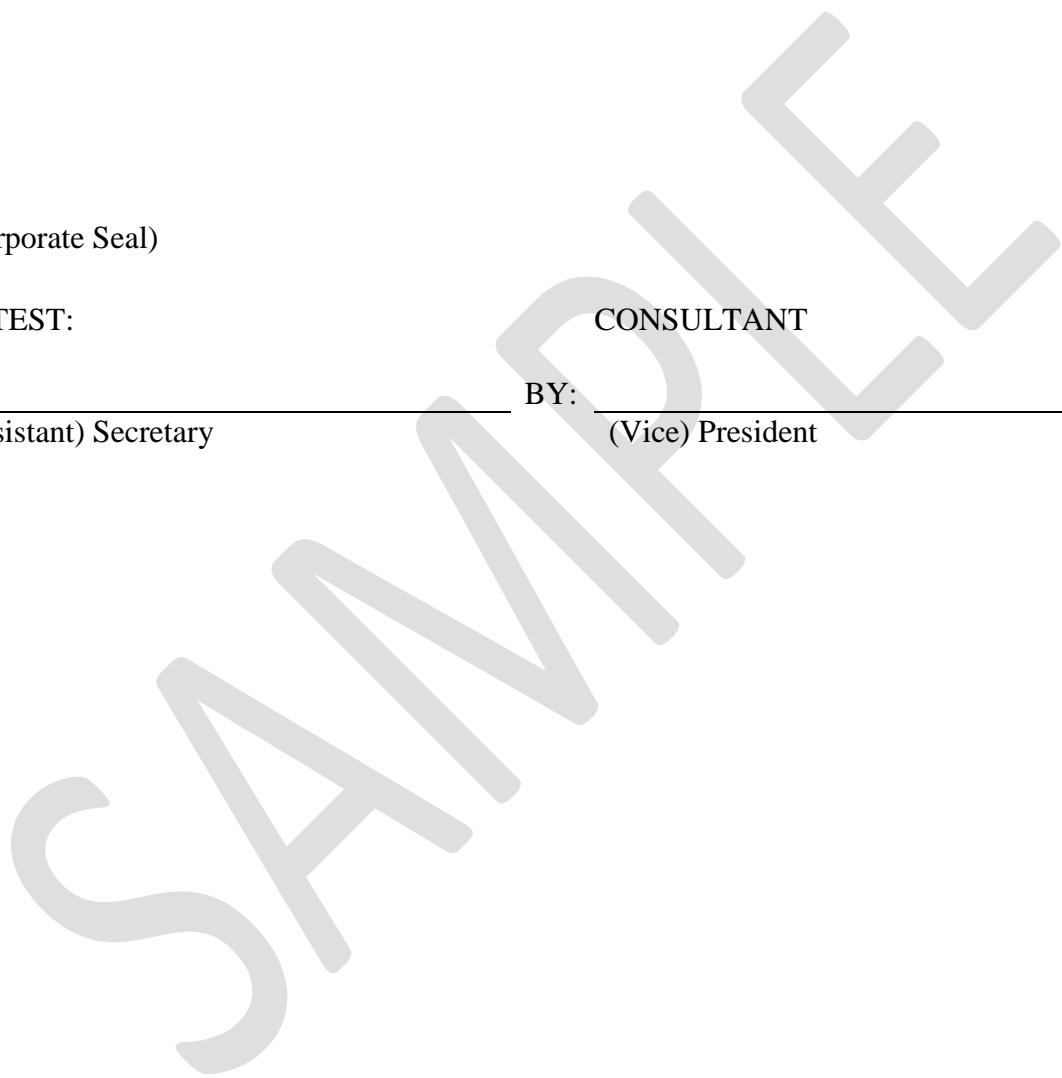
(Corporate Seal)

ATTEST:

CONSULTANT

(Assistant) Secretary

BY: _____
(Vice) President



APPENDIX B

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its City Manager/Mayor, sealed with its corporate seal and attested by him/her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this _____ day of _____ 20____.
the _____

Notary Public

My Commission
Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

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

Notary Public

My Commission
Expires: _____