

# REQUEST FOR QUALIFICATIONS

## Swansboro Sidewalks Design Project



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### Town Commissioners

**Bill Justice, Mayor Pro Tem**

**Jeffrey Conaway, Commissioner**

**Patricia Turner, Commissioner**

**Doug Eckendorf, Commissioner**

**Joe Brown, Commissioner**

**Jon Barlow, Town Manager**

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## **I. Introduction**

The Town of Swansboro is seeking Request for Qualifications (RFQ) from experienced, professional engineering firms to provide land survey and civil engineering design services, bidding and contract administration for pedestrian improvements along Highway 24 (NC 24), Main Street Extension (SR 1447), Hammocks Beach Road (SR 1511), Old Hammock Road (SR 1512), Old Hammocks Beach Road (SR 1512) and Queens Creek Road (SR 1509) as shown on Attachment A. The requested services include preparation of a topographic survey, conceptual design, final construction documents, and cost estimates. Funding for the project primarily derives from \$500,000 of local Town of Swansboro funds. The overall project scope for which design and engineering services are being solicited includes the design of what will be new 5' sidewalks along Highway 24, Main Street Extension, and Queens Creek Road, as well as necessary infill sidewalk and/or curb ramps as needed.

## **II. Background**

The Town of Swansboro is a coastal Town located in Onslow County, North Carolina. According to the U.S. Census Bureau, the estimated population of Swansboro as of 2023 is approximately 4,256 residents. The town also boasts a thriving waterfront downtown, diverse cultural and recreational opportunities, and a strong sense of community pride.

Highway 24 is the corridor in the Town which connects to the Town of Hubert, as well as Cedar Point. Within Swansboro Town limits, Highway 24 connects many of the commercial businesses, Queens Creek Road connects two schools and residences, and Hammocks Beach Road, Old Hammocks Beach Road, Old Hammock Road and Main Street Extension connects commercial business, recreational facilities, and residences. The area experiences increased pedestrian traffic traveling to and from adjacent businesses, churches, and schools; with many locals and students walking to and from businesses, schools and recreational areas from nearby residential areas. Existing and future developments motivates the town to address safer, ADA accessible connections to sections of sidewalks that are currently incomplete.

## **III. Scope of Services**

Staff is looking to hire a qualified engineering and design firm to assist in the design and construction of new 5' sidewalk, infill sidewalk, curb ramps and other pedestrian improvements necessary to create ADA compliant, pedestrian accommodations along Highway 24 (NC 24), Main Street Extension (SR 1447), Hammocks Beach Road (SR 1511), Old Hammock Road (SR 1512), Old Hammocks Beach Road (SR 1512) and Queens Creek Road (SR 1509).

In its current condition, Hammocks Beach Road, Main Street Extension, Old Hammocks Beach Road, Old Hammock Road, Queens Creek Rd. there are portions on one side of the road that need to be constructed, and/or connected to existing facilities.

#### IV. Schedule

##### RFQ Invitation Release Date/Advertisement

- Submission for Questions and Clarifications January 27, 2025
- Response to Questions and Clarifications by February 3, 2025
- Submission of Qualifications Package February 17, 2025
- Selection Committee's Recommendation by February 28, 2025

#### V. Submittal Requirements

Firms may submit their qualification package digitally as long as the due date and time requirements are met. Please bookmark your submittal as outlined to assist those who will be reviewing them. If the qualification package is submitted digitally, no hard copies are required nor a copy of the submittal on a flash drive or CD.

If a Firm chooses to submit a hardcopy of their qualification package, submit six (6) hard copies and one (1) flash drive containing a PDF of the submittal. The submittal needs to be received by the due date and time. The hard copies shall be enclosed in a sealed envelope/box marked: "Request for Qualifications: - Swansboro Sidewalks Design Project" and delivered to: Town of Swansboro, Attn: Jon Barlow, 601 W. Corbett Avenue, Swansboro, NC 28584.

Submittals are due by **February 10, 2025 1 PM** to [tnmgr@ci.swansboro.nc.us](mailto:tnmgr@ci.swansboro.nc.us) or by mail. Any submittal that is received after the time stated will be considered non-responsive and will not be considered. If submitting digitally, the Firm may wish to use the email receipt confirmation to confirm delivery.

There will be no pre-proposal meeting. Questions about this Request for Qualifications must be submitted via email and will be answered until 5:00 PM (EST) on February 3, 2025. Questions received will be answered through issuance of an addendum. Questions received after this time will not be answered. Individual meetings with Firms will not be held due to personnel workload.

#### VI. Contents of Submittal

The submittal shall be on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The minimum font size is 12-point Times New Roman font or 10 point in Arial font, with the exception of captions. The statements must include the following sections:

1. Introductory letter – Submit a clear concise response identifying a designated point of contact, acknowledgement of all addenda and provide a statement that the Firm is willing to meet all of the requirements set forth in the contract, and that the Firm is prepared to sign the agreement as written. The Town objects to, and will not evaluate or consider, any additional terms and conditions submitted with this RFQ. If the selected Firm is unwilling or unable to sign the attached contract, they will be considered non-responsive, and the next highest ranked Firm will have the opportunity to execute the contract.
2. Proposed scope of work in response to the RFQ – Scope shall address the firm's understanding of the work to be performed, including identification of specific tasks and

timelines. Proposing firms are encouraged to identify opportunities to perform the work in the most cost-effective and innovative manner.

3. Qualifications of the firm(s) – Experience of the firm in access and circulation studies within the past five years. This section should be limited to no more than 10 pages. If subcontractors are to be used, provide brief statements of similar type work performed within the past five years.
4. Qualifications of proposed staff – Include a brief resume of proposed staff accompanied with the identification of similar work the proposed staff has participated in within the past five years. The same information should be provided for any subcontractors. Include professional licensure and software capabilities.
5. Project management – Provide an explanation of the project management system and practices used to assure that the project is completed within the scheduled timeframe and that the quality of the products will meet the County and MPO’s requirements.
6. References – Provide at least three references for which similar work was provided within the past five years. Client contact person name, address and telephone number, are to be provided. References for subcontractors shall also be provided.

**VII. Selection Committee and Evaluation Criteria**

A Selection Committee consisting of Town department representatives including Administration, Finance, and Public Works will evaluate responses received. The Committee will review, and, if necessary, shortlist Firms who would then be invited by letter to an interview. If Firms are interviewed, the responses will be included as part of the evaluation process.

The Selection Committee will be the sole judge as to which submittal represents experience that will be of the most benefit to the Town. Submittals will be evaluated according to the quality of the package and the following key criteria:

<b>Criteria</b>	<b>Max Score</b>
Project understanding and proposed approach	40
Key project personnel qualifications and experience	40
Relevant and demonstrated experience/expertise on similar projects	20
<b>Total Score</b>	<b>100</b>

**VIII. Execution of a Contract**

After the interview process (if one occurs), the Selection Committee will rank the Firms, highest to lowest, based on the evaluation criteria. Negotiations would then begin with the highest ranked Firm. If negotiations fail, the Town will then begin negotiations with the next ranked Firm. The successful Firm will then enter into an agreement with the Town of Swansboro as outlined herein. The Town reserves the right to reject any and/or all submittals.

By submitting a response, the Firm agrees to enter into a contract as proposed herein. This project is funded predominantly with local funds. Furthermore, the Firm agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted herein.

**IX. Title VI Non-Discrimination**

The Town in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**X. Small Professional Service Firm (SPSF) Participation**

The Town and encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

**XI. Questions**

Questions concerning this request for qualifications shall be submitted to Jon Barlow via email at [tnmgr@ci.swansboro.nc.us](mailto:tnmgr@ci.swansboro.nc.us) or by phone at (910) 326-4428 no later than 5:00 PM (EST) on January 31, 2025.

## Attachment A – Project Maps & Descriptions



Location: Main Street Extension from One Harbor Church to Old Hammock Road, then Old Hammock Road to High-Speed Gear

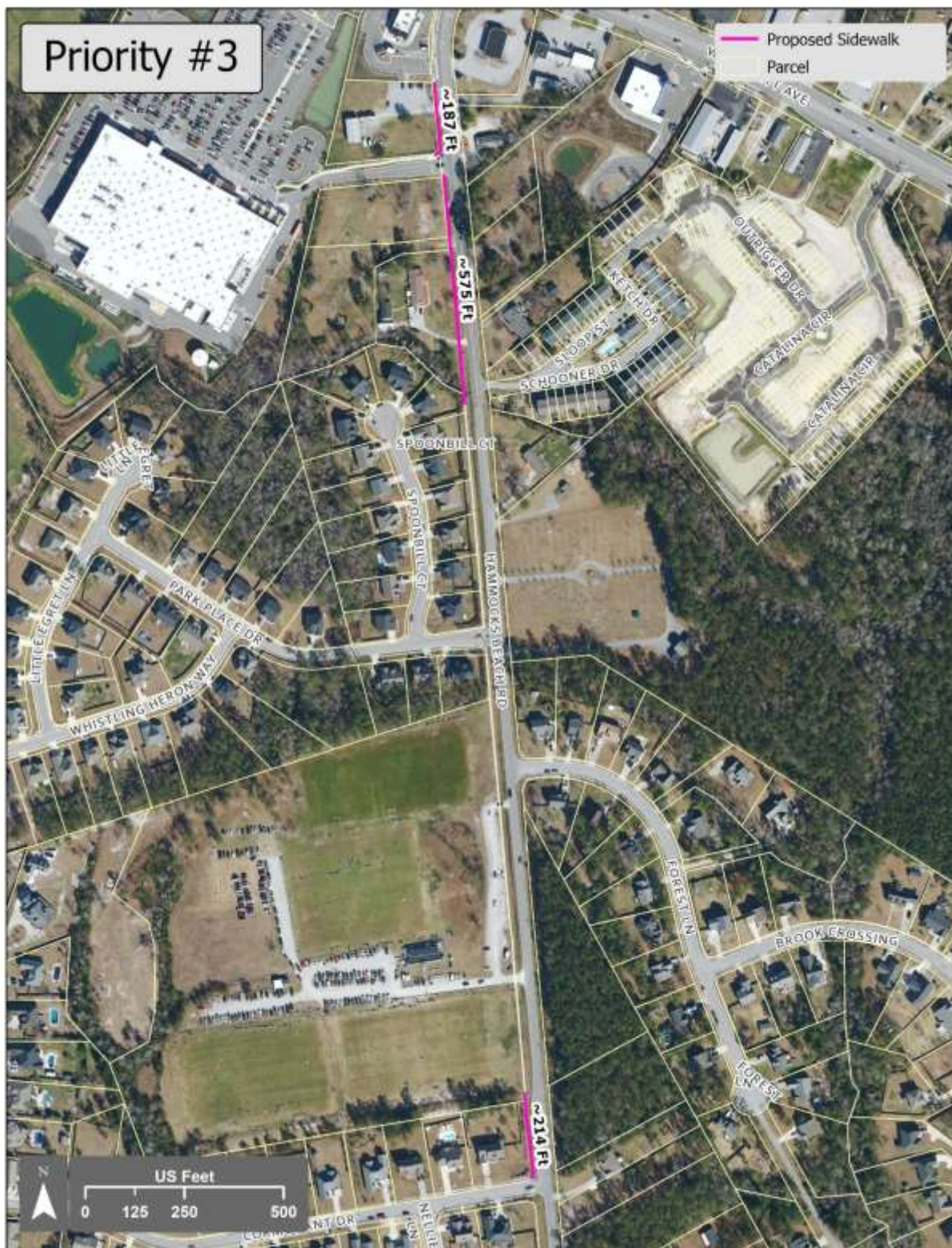
Estimated Sidewalk Length: 2,008 FT



Location: Southside Hwy. 24 from Walmart to Queens Creek Road Intersection, then Intersection to Swansboro High School/Queens Creek Elementary School entrance

Estimated Sidewalk Length: 2,483 FT.





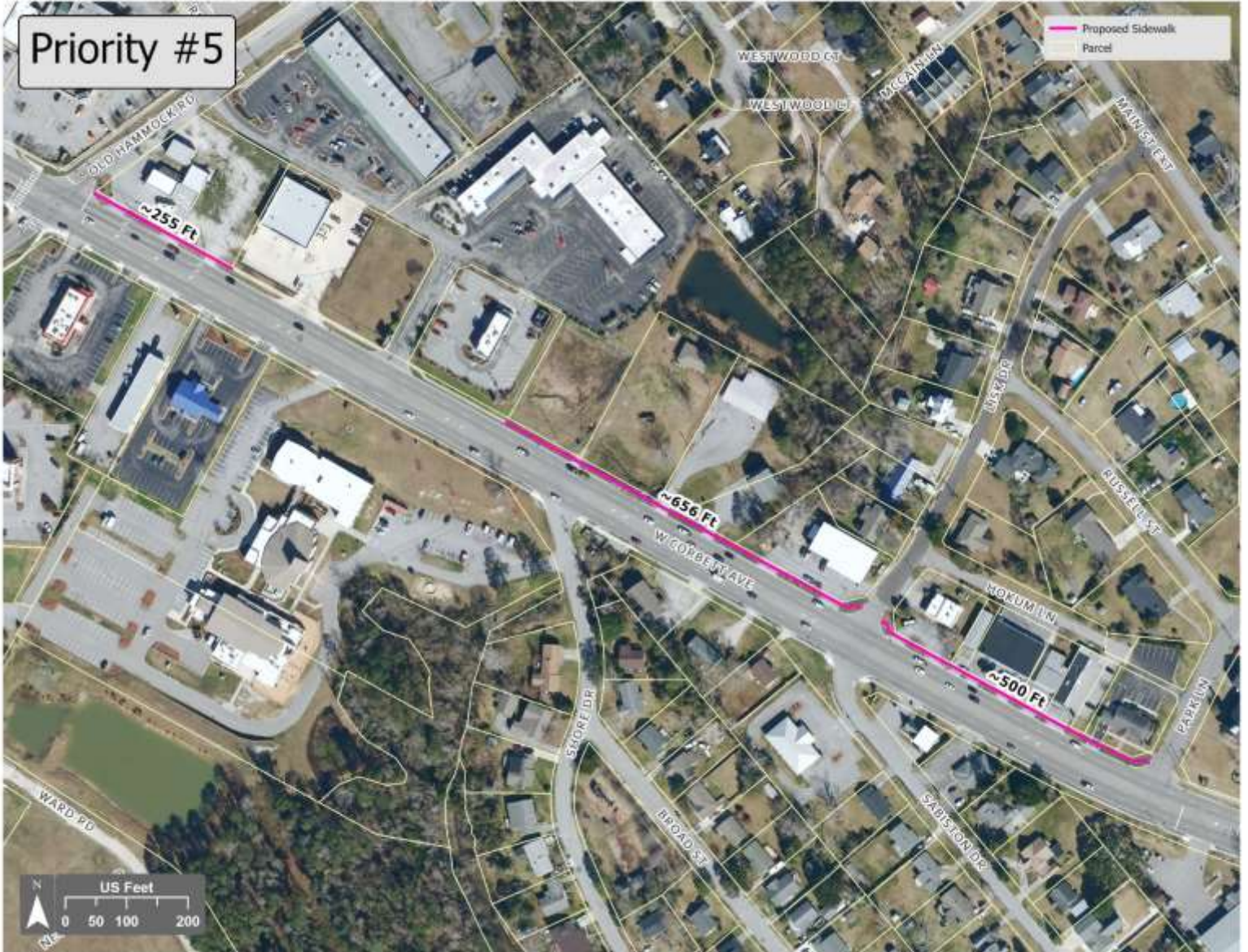
Location: Hammocks Beach Road from Moore’s BBQ to Park Place, and Soccer Association to Cormorant Drive

Estimated Sidewalk Length: 976 FT



Location: Pineland Drive parcel to connect to the existing sidewalk at the Cottages

Estimated Sidewalk Length: 153 FT



Location: Gaps on Northside of Hwy 24 from Old Hammocks Road to Downtown

Estimated Sidewalk Length: 1411 FT.

## Attachment B – Copy of Proposed Contract

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between \_\_\_\_\_ (hereinafter called the **CONSULTANT**) and the Town of Swansboro, North Carolina (hereinafter called the **OWNER**) sets forth the requirements, conditions, covenants, and considerations of an **AGREEMENT** to provide professional **CONSULTING** services (hereinafter called the **PROJECT**) for the Camp Davis Industrial Park Access and Circulation Study.

### **I. SCOPE OF WORK**

The **AGREEMENT** establishes the general terms and conditions related to **CONSULTANT** providing **CONSULTING SERVICES** related to the Swansboro Sidewalks Design Project.

The Request for Qualifications solicitation is hereby incorporated as **EXHIBIT 6** as well as the **CONSULTANT'S** response as **EXHIBIT 5**.

### **II. CONSULTING RESPONSIBILITIES**

#### **A. PROJECT TASK:**

The **CONSULTANT** shall perform services as set out in **EXHIBIT 1** – Scope of Work upon receipt of a signed purchase order from the **OWNER** covering the work.

#### **B. TIME SCHEDULE:**

The **CONSULTANT** recognizes that the **PROJECT** under this **AGREEMENT** is to be performed as expeditiously as is practical. Every reasonable effort will be made to substantially complete the **PROJECT** on an agreed upon schedule for the **PROJECT**.

#### **C. ASSIGNMENT/TRANSFER:**

The **CONSULTANT** shall not assign or transfer any interest or responsibilities in this **AGREEMENT** without the written consent of the **OWNER**.

#### **D. INSURANCE:**

1. The **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; errors and omissions liability insurance; and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by **OWNER** as set forth in **EXHIBIT 2** – Insurance Requirements. Certificates indicating that all such insurances are in effect will be provided to **OWNER** by **CONSULTANT**.

2. Such policies (other than Worker's Compensation and **CONSULTANT'S** Errors and Omissions) shall name **OWNER**, **as additional insured**. Such policies shall provide that they may not be cancelled or modified (and that any expiration, cancellation or

modification shall be of no force or effect) without thirty (30) days prior written notice to each Insured Party by certified, registered or express mail, and shall require the insurance carrier to defend any suit or proceeding against any Insured Party arising out of any claim covered thereby, even if such claim is groundless, false or fraudulent.

3. All such insurance shall be in form and substance satisfactory to **OWNER** and shall be maintained with responsible insurance carriers licensed to do business in the State of North Carolina. Simultaneously with the execution hereof, the **CONSULTANT** has deposited with **OWNER** copies of its insurance policies, if required by **OWNER**, and certificates of insurance evidencing the insurance coverage required hereunder. Hereafter, certifications of renewal shall be deposited with **OWNER** not less than five (5) days before the scheduled date of expiration.
  4. All insurance required to be maintained hereunder (other than Errors and Omissions Liability Insurance), must provide coverage on an "occurrence" basis. Errors and Omissions Liability coverage may be maintained on a "claims made" basis.
  5. The **OWNER** shall require that each of its **CONSULTANTS** for this Project carry insurance coverage and agree to the indemnity and hold harmless provisions of this **AGREEMENT**. Before entering into any agreement with any **CONSULTANT**, the **OWNER** shall ascertain **CONSULTANT'S** insurance requirements and shall cause the **CONSULTANT** to provide **OWNER** with a certificate of insurance, and copies of the policies if requested by **OWNER**, evidencing insurance coverage in compliance with such requirements detailed in **EXHIBIT 2 – Insurance Requirements. (The OWNER shall be named as ADDITIONAL INSURED in all applicable policies.)**
  6. The **CONSULTANT** shall require the same insurance from any subcontracted professional(s) as is required of the **CONSULTANT** by the **OWNER**. The **CONSULTANT** shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the **OWNER**.
  7. The provisions of Section D - **INSURANCE** shall survive the expiration or termination of this **AGREEMENT**.
- E. **STANDARD OF CARE AND INDEMNIFICATION:**
1. **CONSULTANT** shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this **AGREEMENT** at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.
  2. **CONSULTANT** agrees to protect, defend, indemnify and hold the **OWNER**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this **AGREEMENT** and/or the performance hereof that are due to the negligent acts of the **CONSULTANT**, its officers, employees, or agents.

The **CONSULTANT** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

F. ERRORS/DEFICIENCIES:

**CONSULTANT** shall, without additional compensation, revise any materials prepared under this **AGREEMENT** if it is determined that the **CONSULTANT** is responsible for any errors or deficiencies.

G. ACCURACY OF WORK:

**CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and appropriate coordination of all designs, drawings, specifications, reports, and other services to be furnished under this **AGREEMENT**. **OWNER** approval of **CONSULTANT'S** work shall not relieve the **CONSULTANT** of responsibility for the technical adequacy of his work.

H. RECORDS/DOCUMENTS:

**CONSULTANT** shall maintain all records, documents, notes, and financial information related to performance of this work in accordance with generally accepted accounting principles and practices for five (5) years and shall provide the **OWNER** access to this information if requested.

I. NON-DISCRIMINATION:

**CONSULTANT** agrees not to discriminate against any employee or prospective employee because of race, religion, sex, color, age, or national origin.

**III. OWNER'S RESPONSIBILITIES**

A. INFORMATION:

**OWNER** will provide adequate information concerning **PROJECT** requirements, will provide other available pertinent information relating to the **PROJECT**, will provide adequate opportunities for consultation, will provide timely review of plans and documents, and will render decisions resulting therefrom in writing.

B. OWNER'S REPRESENTATIVE:

**OWNER** will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the **OWNER'S** policies and decisions. The **OWNER'S** representative shall be **Jon Barlow, Town Manger**.

C. MEETINGS:

**OWNER** will arrange for and hold promptly any necessary meeting. This shall include the provision of meeting facilities when appropriate and the serving of all required public or private notices, unless otherwise determined.

D. ACCESS:

**OWNER** will provide access to and obtain permission for the **CONSULTANT** to enter upon public or private lands as necessary for the **CONSULTANT** to perform surveys, observations, or other necessary functions.

E. RESPONSE TO CONSULTANT'S REQUESTS:

**OWNER** will respond within a reasonable time to the **CONSULTANT'S** requests for written decisions or determinations pertaining to the subject of the **CONSULTANT'S** services so as not to delay the performance of those services.

F. WRITTEN NOTICE:

**OWNER** will give prompt written notice to the **CONSULTANT** whenever the **OWNER** becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the **CONSULTANT'S** performance of its services under this **AGREEMENT**.

G. OTHER ACTIONS:

**OWNER** will take all municipal, corporate or other action as appropriate to authorize, finance and carry out this **AGREEMENT** and to ensure that this **AGREEMENT** constitutes a valid and binding **AGREEMENT** of the **OWNER**.

H. PERMITS AND APPROVALS:

**OWNER** will request approval and permits from all governmental authorities having jurisdiction over the Scope of Work (**PROJECT**) and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

I. COMPENSATION:

1. Basic Services:

**OWNER** will pay **CONSULTANT** for performing the professional services for each **PROJECT** as established in the Scope of Work.

2. Additional Services:

Any additional professional services related to but not within the **PROJECT** will be performed by the **CONSULTANT** upon prior written request (See **EXHIBIT 3 – Change Order Form**) of **OWNER** and for an additional professional fee as the **OWNER** and **CONSULTANT** may agree.

3. Terms and Conditions - Fee:

The total fee shall not be exceeded without written approval of the **OWNER**. The fee arrangement is to be on an hourly basis only for work completed based on the rates that

prevail at the time services are rendered. Current rates are as shown on the attached schedule under **EXHIBIT4** – Hourly Rate Schedule submitted by the **CONSULTANT** which is attached hereto and made a part of this **AGREEMENT**.

4. Payment of Invoices:  
**Invoices are due and payable within 30 days of receipt and approval by OWNER.**
5. Disputed Invoices:  
In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

#### **IV. GENERAL PROVISIONS**

##### **A. OWNERSHIP OF DOCUMENTS:**

The products of this **AGREEMENT** shall be the property of the **OWNER**. Upon completion or other termination of this **AGREEMENT**, the **CONSULTANT** will deliver to the **OWNER** reproducible copies of any text and graphic materials pertaining to this **AGREEMENT**. The **CONSULTANT** will also make available any calculations pertaining to this **AGREEMENT** and provide copies of specific calculations upon request by **OWNER**. No reports, information, or materials prepared by the **CONSULTANT** under this **AGREEMENT** shall be made available to any person or organization without the prior written approval of the **OWNER**.

##### **B. TERMINATION:**

This **AGREEMENT** may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party. No termination may be affected unless the other party is given ten (10) days written notice by Certified Mail and an opportunity for consultation with the terminating party. Adjustment for any termination shall provide for payment to the **CONSULTANT** for services rendered and expenses incurred reasonably proportionate to the **EXHIBIT 1 - Scope of Work** for work accomplished prior to the date of notification of termination and including commitments by the **CONSULTANT** which had become firm prior to the date of notification of termination.

##### **C. SUBCONTRACTS:**

Any subcontracted professionals or outside associates required by the **CONSULTANT** in connection with the services covered by this **AGREEMENT** will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized in writing by the **OWNER** during the performance of this **AGREEMENT**. Any substitutions in or additions to such subcontracted professionals or associates will be subject to the prior approval of the **OWNER**. The same insurance required of the **CONSULTANT** by the **OWNER** shall be required of the subcontractor by the **CONSULTANT** and will be similarly approved by the **OWNER**.

##### **D. SUCCESSORS AND ASSIGNS:**

The **OWNER** and **CONSULTANT** each binds himself and his partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither **OWNER** nor **CONSULTANT** shall assign,



sublet, or transfer his interest in this **AGREEMENT** without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

**E. DISPUTE RESOLUTION:**

Any dispute arising between or among the Parties listed in this **AGREEMENT**, including without limitation a breach of such **AGREEMENT**, shall be subject to non-binding mediation in accordance with Rules as set forth for Mediated Settlement Conferences in Onslow County Superior Court.

**F. CONTROLLING LAW:**

This **AGREEMENT** is to be governed by the laws of the State of North Carolina. Any and all applicable laws, rules, and regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts will be construed pursuant to the laws of the State of North Carolina. All claims and disputes arising from any contract shall be construed pursuant to the laws of the State of North Carolina. The State of North Carolina is the proper jurisdiction for all claims and disputes arising under any contract, and the proper venue is the Onslow County Superior Court.

**V. EXECUTION**

In witness of the provisions of this **AGREEMENT**, the authorized representatives of the **CONSULTANT** and of the **OWNER** have executed this **AGREEMENT** effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**OWNER:**

**CONSULTANT:**

TOWN OF SWANSBORO  
NORTH CAROLINA

NAME OF CONSULTANT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name Printed: Jon Barlow

Name Printed: \_\_\_\_\_

Title: Town Manager

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**SEAL**

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

**CERTIFICATE OF TOWN ATTORNEY**

I, the undersigned, Francis P. Rasberry, Jr., the duly authorized and acting legal representative of THE TOWN OF SWANSBORO, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached **AGREEMENT** for \_\_\_\_\_ to provide professional **CONSULTING** services for the "Town of Swansboro Sidewalks Design Services project and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Francis Rasberry

Date

**APPROVAL BY TOWN FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account/Project#: \_\_\_\_\_ (        )

\_\_\_\_\_  
Signature

Amount of Agreement: \$ \_\_\_\_\_

\_\_\_\_\_  
Date

**Notice to Proceed**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: SWANSBORO SIDEWALKS DESIGN PROJECT

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YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE-NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED \_\_\_\_\_ ON \_\_\_\_\_ OR BEFORE \_\_\_\_\_ AND TO COMPLETE THE WORK WITHIN \_\_\_\_\_ CONSECUTIVE CALENDAR DAYS THEREAFTER ON OR BEFORE \_\_\_\_\_.

**TOWN OF SWANSBORO**

BY: \_\_\_\_\_  
Jon Barlow, Town Manager

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED BY:

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT 1 – SCOPE OF WORK.**

(Insert **after** Firm has been Selected)

## EXHIBIT 2 - INSURANCE REQUIREMENTS

(Contractor must obtain and provide proof of the following types of insurance on an Accord 25 Form with the dollar limits designated, if the box is checked)

(Insert Insurance Certificates)

Comprehensive General Liability

\$1,000,000 Single Limit/\$2,000,000 Aggregate  
\$2,000,000 Single Limit  
(Can be satisfied with \$1M GL and \$1M Umbrella/Excess insurance).

Comprehensive Automobile Liability

\$1,000,000 Single Limit

Excess Liability – Umbrella

\$1,000,000 Single Limit  
\$2,000,000 Single Limit

Builder's Risk

All Risk

Value of Bid

Worker's Compensation

NC Statutory Limits

Professional Errors and Omissions Liability Insurance:

\$1,000,000 Single Limit  
\$500,000 Single Limit

Other Insurances Required

Refer to the General Conditions (if applicable) regarding liability coverage for Asbestos

### ADDITIONAL INSURED:

The Town of Swansboro *must* be listed as an **Additional Insured** (AI) on the following insurance certificates:

1. Automobile Liability Insurance
2. Comprehensive General Liability Insurance
3. Umbrella Liability Insurance (if applicable)

**Insurers must be licensed (Admitted) in North Carolina.** For a complete list of companies **licensed** to do business in North Carolina, please visit the North Carolina Department of Insurance (NCDOI) website (<https://sbs.naic.org/solar-external-lookup/>). NCDOI lists licensed companies with the "Company Type" as "F&C", "Casualty", "Fire", "Life", or "Recip Non Assess," which meet the Town's insurance requirements. Company Types such as "Surplus Lines", "Authorized Reinsurers" and "Non- Admitted" carriers, etc. do not meet the Town's insurance requirements. The Certificate Holder shall be: Town of Swansboro, Attn: Finance Dept., 601 W. Corbett Avenue, Swansboro, NC 28584

COI'S MAY BE EMAILED DIRECTLY TO: [sjohnson@ci.swansboro.nc.us](mailto:sjohnson@ci.swansboro.nc.us)

# EXHIBIT 3 - CHANGE ORDER FORM

## CONTRACT/PURCHASE ORDER CHANGE REQUEST

Use the tab button to move across fields

CONTRACT CHANGE ORDER

PURCHASE ORDER CHANGE

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CHANGE ORDER \_\_\_\_\_

P.O.# \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

Current Contract / P.O. Amount

Contract / P.O. Increase/Decrease

Contract Days

New Contract / P.O.

Justification/Description of change

The Above Changes Are Proposed/Acceptable:

Signature \_\_\_\_\_  
\*\* Contractor

Date \_\_\_\_\_

Signature \_\_\_\_\_  
\*\* CONSULTANT/Inspector

Date \_\_\_\_\_

The Above Changes Are Recommended:

Signature \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

Approval of Finance Officer:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature \_\_\_\_\_  
Finance Director

Date \_\_\_\_\_

The Above Changes Are Approved:

Signature \_\_\_\_\_  
\*\* Town Manager

Date \_\_\_\_\_

\*\* These signatures are required for contract change orders only

## **EXHIBIT 4 – SCHEDULE OF FEES**

(Submit upon execution of contract)

**EXHIBIT 5 – Consultant’s Proposal**  
(Insert **after** Firm has been Selected)