



Request for Qualifications # 274-2024-CM-P-01

Title: Multi-Project Request for Architectural/Engineering Firms to provide design services for 2022 Parks Bond Capital Improvements: Erinsbrook Park Implementation, Kyle Drive Park Implementation, Sertoma Arts Center Improvements

Issue Date: 02/27/2024

Due Date: 03/27/2024 not later than 3:00 PM EST

Issuing Department: Engineering Services

Direct all inquiries concerning this RFQ to:

Dale Tiska, Senior Construction Project Manager
Dale.Tiska@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh is soliciting Requests for Qualifications (RFQ) from architectural and engineering firms with expertise in the design and construction of parks facilities, parks play space, and indoor/outdoor recreation areas for multiple Park Projects. Project listing as follows:

- Erinsbrook Park Implementation
- Kyle Drive Park Implementation
- Sertoma Art Center Improvements

A detailed scope of services for each project is provided in Section 4 Scope of Services.

The City reserves the right to select and award a single professional design-contract for all the projects, or select and award multiple professional design-contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.

Information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at: <https://evp.nc.gov>

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

| Contact Name | Email Address |
|---|--|
| Dale Tiska, Senior Construction Project Manager | Dale.Tiska@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century

staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Engineering Services Department is recognized as a leader in providing full-service, comprehensive engineering and facility operational service for the City. The department's vision focuses on innovative, efficient, and effective management and delivery of modern public infrastructure assets for the Raleigh community. This is accomplished through strategic planning, key partnerships, teamwork, and collaborative implementation leading to focused, measurable and beneficial results and outcomes.

The projects listed for design services solicitation are selected from the City of Raleigh Parks, Recreation and Natural Resources – Park Bond 2022. This bond was approved through ballot voting by the citizens of Raleigh, NC. Only projects listed in this submittal are included in the request for qualifications. Refer to the Appendix section of this RFQ for detailed information.

1.3 RFQ Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

| RFQ Process | Date and time |
|--|-----------------------|
| RFQ Advertisement Date | 02/27/2024 |
| Pre-Submittal Event and Conference | 03/06/2024 at 9:00 am |
| Deadline for written questions | 03/13/2024 by 3:00 pm |
| City Response to Questions (anticipated) | 03/20/2024 |
| Submittal Due Date and Time | 03/27/2024 by 3:00 pm |
| Interview Notifications (anticipated) | April 2024 |
| Interviews (anticipated) | April 2024 |
| Selection Announcement (anticipated) | May 2024 |

1.4 Pre-Submittal Conference

The City will conduct a Pre-Submittal Conference. Attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to prepare

written questions in advance of the conference. The Pre-Submittal Conference will be conducted virtually on Microsoft Teams on 03/06/2024 at 9:00 am. Contact Dale Tiska at Dale.Tiska@Raleighnc.gov by 4:00 pm EST on 03/05/2024 to obtain the Pre-Submittal Conference link.

1.5 Questions

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3 RFQ Timeline, after which time no future questions will be accepted. The firm’s failure to request clarification and submit questions by the date in the RFQ Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP) website. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

It is important that all Respondents submitting to this RFQ periodically check the North Carolina electronic Vendor Portal (eVP) website for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

| Contact Name | Email Address |
|---|--|
| Dale Tiska, Senior Construction Project Manager | Dale.Tiska@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.6 **Submittal Requirements**

Proposals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows:

| <u>DELIVERED BY US POSTAL SERVICE MAIL:</u> | <u>DELIVERED BY OTHER DEIVERY SERVICES:</u> |
|--|--|
| City of Raleigh ATTN: Dale Tiska Engineering Services /Construction Management – Parks Division PO Box 590 Raleigh, NC 27602 RFQ No: 2024-CM-P-01 (Allow adequate time for US Postal Service delivery) | City of Raleigh ATTN: Dale Tiska Engineering Services /Construction Management – Parks Division One Exchange Plaza 219 S. Fayetteville Street, Suite 801 Raleigh, NC 27601 RFQ No: 2024-CM-P-01 |

Proposal Packages Requirements:

Submit all documents in a sealed envelope. Complete and enclose the Checklist provided as Appendix VII to the submittal package with the name of the submitting company, the RFQ number, the RFQ title and the projects for which the proposal is requesting consideration.

- A. Paper Submittal: Two (2) signed hard copies of the proposer’s qualifications package including MWBE Appendix IV and all other required documentation.
- B. Electronic Submittal: Two (2) electronic versions, viewable and printable Portable Document File format (PDF) on separate flash drive storage devices. One (1) electronic version, viewable and printable Portable Document File format (PDF) on a separate flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate envelope, marked confidential.
- C. Confidential Submittal: One (1) hard copy and One (1) electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.
- D. Refer to Appendix III – Reference Questionnaire Submittal requirements.

Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh. 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.

If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3 RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section 1.6 by the due date and time specified in Section 1.3 RFQ Timeline. **Proposals received after the RFQ deadline above will not be considered for any reason whatsoever.**

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your qualification package.

1.8 Rights to Submitted Material

All qualification packages and supporting materials, as well as correspondences relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Qualifications will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. **Any proprietary data must be clearly marked.** In submitting qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Qualification submittals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFQ with any City staff, elected City officials, evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 Purpose, prior to the deadline provided in Section 1.3 RFQ Timeline. Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFQ.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 I(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting, N.C.G.S. § 14-234(a) states¹) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Firm in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Firm even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

1.14 Federal Funding Requirements

The services and materials to be provided under this contract may be financed in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such Federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the Federal Government determines otherwise. The Federal provisions and requirements identified in Appendix VI (Federal Provisions and Requirements) may be applicable to this contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

2 QUALIFICATIONS PACKAGE

Submittal responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any substantial way from the required format. Proposers are not required to be considered and evaluated for ALL the projects stated within the RFQ and therefore the proposer must identify the projects they are requesting consideration and evaluation within a single qualifications package. Read the qualification package instructions carefully. Proposers must list the projects for which the proposer is submitting and provide the required qualifications related to the project or projects.

2.1 Request for Qualifications Required Document Format

Responses should be divided using tabs to separate each section and each project submission within the related section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of the project(s). **List, in bold, the projects for which the proposer is submitting.** This letter should be presented on the firm's official letterhead, including a signature by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation. The cover letter **must include the full Firm name as registered with the NC authorizing agency**, mailing address(es), website address, telephone number(s) and licensure number(s). Include a paragraph listing all issued addenda and initial receipt of each addendum.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past Five to Seven (5 to 7) years, accompanied by at least one (1) owner reference and one general contractor reference (as applicable). The contact references should include the full name of the person, firm, telephone number and email address. Include the total amount invoiced for each listed project, the length of the project, and list of personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. **For multiple project submission, place the project name at the top of the applicable pages.** The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects. In addition, provide three (3) reference questionnaires in accordance with the requirements in Appendix III.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and

expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that **each page of the financial disclosure** is marked as follows: **"CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."**

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

Consolidated financial statements of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included. **For multiple project submissions, place the project name at the top of the applicable pages. Provide Project Understanding, Approach and Schedule for each project submission.**

Tab 5: Firm Team Members, Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment, and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. For sub-consultants, the primary staff members participating on the project should be identified. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included. **For multiple project submissions, place the project name at the top of the applicable pages and identify Provide Firm Team Members, Experience and Certification/Qualifications for each project submission.**

Tab 6: Any project where there were legal and/or technical problems encountered and the final resolution(s).

Please include a brief narrative of projects in which your firm has been involved in the last five (5) years which have experienced legal or technical problems. The narrative should briefly describe the problem, describe the final solutions or outcomes, and describe how your firm was involved in the outcomes.

Litigation/Claims: Please include responses to the below items. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and provide a full explanation with relevant documentation for projects for which work has been performed during the last five years.

- a. Has your company ever failed to complete work contracted to it? ___Yes ___No
- b. Has your company filed any claims, or had any claims filed against it, within the last five years? ___Yes ___No
- c. Has your company been involved in any suits, mediation, or arbitration with Local Governments within the last five years? ___Yes ___No
- d. Has your company been involved in any suits or arbitration with other agencies, individuals or organizations within the last five years? ___Yes ___N

2.2 Hourly Rates

This solicitation is being issued in accordance with NCGS 143-64.31, otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful contractor. The Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be submitted in accordance with Section 1.6.

2.3 Qualifications Package Documents

This RFQ is comprised of the base RFQ document, any attachments, appendixes, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Evaluation Criteria

This is not a bid. There will not be a public opening. Proposals will be evaluated for responsiveness and the criteria below separately **for each Project**:

| Criteria | (a) Weight | (b) Score (0-3) | (a) x (b) Weighted Score |
|---|---------------|--------------------|--------------------------------|
| Corporate Background and Experience | 20 | | |
| Firm Financial Stability | 5 | | |
| Project Understanding | 20 | | |
| Project Approach | 20 | | |
| Team Firm, Experience, and Qualifications | 30 | | |
| Legal Issues and/or Technical Problems | 5 | | |
| Final Score | | | |

Score Points

- | | |
|--|-------------------------|
| 0 - Missing or Does Not Meet Expectation | 2 - Meets Expectation |
| 1 - Partially Meets Expectation | 3 - Exceeds Expectation |

3.2 Final Selection

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. 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, including the firm's fee proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded firm to perform as represented may result in contract cancellation.

3.3 Notice to Submitting Firms Regarding RFQ Terms and Conditions

It shall be the Submitting Firm's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

3.4 Contract Term

The Contract shall be for the duration of the project including post construction warranty. At the end of the Contract initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions. The City will give the contracted firm written notice of its intent whether to exercise each option no later than Sixty (60) days before the end of the Contract then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded firm shall provide services, all as set forth in this RFQ and more particularly described in this Section 4. **The City reserves the right to select and award a single professional design-contract for all the projects, or select and award multiple professional design-contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.**

General Requirements: The purpose of this RFQ is to invite architects and engineers to express interest and demonstrate qualifications in providing professional design services for projects listed in this section. These professional services may be defined as programming and conceptual design including community engagement presentations, architectural design (including rendering and physical model making), interior design, landscape architecture, urban design, plumbing, electrical and mechanical engineering, structural engineering, site and civil engineering, acoustical engineering, LEED commissioning, geotechnical engineering, controls engineering, sustainable design features, land surveying, and or other services as necessary for the project.

The consultant should include on its team a project management/owner's representative consultant that is capable of providing project management/owner's representative and third-party cost estimating services to assist the City with management of the project. The scope for this consultant will be determined during the contract negotiation phase with the selected firm.

The project phases will include pre-design with public engagement, design phases, permitting, bid phase, construction administration services, and post-construction warranty phase. Qualifications requested include the capability to manage outreach methods such as public engagement and sustainability workshops. Proposers must prove that they possess the necessary experience, skills, technical and administrative capability in directing and managing a multi-disciplinary team approach to project delivery.

At a minimum, the consultant and its team will perform the following architectural and engineering services: (Refer to 4.1- 4.3 for project specific requirements)

- Review of Raleigh Parks Master plans, feasibility studies, planning reports and other associated documentation.
- Programming and Concept Design, but not limited to, detailed space needs study and project construction cost involving determination and validation of building and user

requirements, floor plate layouts, total building area, and adjacencies for effective and efficient delivery of programs and services.

- Participation in outreach events and committee presentations including public and employee engagement plan support.
- Building Security Consulting (Refer to each project for specifics).
- Communicating design with Raleigh Public Art, as applicable, and Raleigh Parks.
- Sustainability review workshop.
- Schematic Design preparation.
- Design Development preparation.
- Construction Document preparation.
- Minority and Women-owned Business Enterprise Participation Strategy.
- Certified Silver LEED (Leadership in Energy & Environmental Design) commissioning, as applicable (Refer to each project for specifics)
- Permitting and reviews with agencies having jurisdiction including federal, state, county, and city governing bodies.
- Reviews for constructability, operability, and maintainability.
- Bidding Assistance including, but not limited to; bid advertisement, responding to written questions, and issuing addenda, conducting pre-bid meeting(s), hosting bid opening(s), evaluating bids, recommending lowest, responsive bidder(s), etc. (Refer to each project for construction delivery method)
- Comprehensive construction administration.
- Post-construction warranty Inspections and support.
- Project development Life-cycle cost estimating and project scope/budget reconciliation.
- Value engineering efforts as necessary to meet project budget.
- Project updates including support/providing content for any City-sponsored internal and external websites or other update platforms.
- Recommendations for furniture, fixtures, and equipment.
- Professional cost estimating at each design phase milestone.
- Refer to Appendix VIII for Scope of Standard Professional Services Work

4.1 Erinsbrook Park Implementation

The future Erinsbrook Park will be located at 11921 Leesville Rd. Raleigh, NC 27617. The 13.13-acre park property was purchased by the City of Raleigh in 2003. The site is largely wooded and bisected by a stream, which is a major feature of the site. In 2017, a Master Plan for Erinsbrook Park was adopted by City Council.

This RFQ solicitation is for design through post-construction warranty services for the implementation of the new park, based on the adopted Master Plan. Site elements to include: parking lot, playground and open play, open lawn area, picnic shelters, restroom facility, dog park, and trail loop systems.

Master Plan information can be found in Appendix IX. The Master Plan design takes advantage of the site's natural character, featuring active play space and parking in the most developable areas of the site as well as passive recreation opportunities in the more sensitive areas. A proposed trail network loops through the site providing access to the stream, creates external connections, and links recreation spaces. There are ample opportunities for directed and imaginative play, as well as a variety of gathering spaces aimed at accommodating a diverse range of visitors.

In keeping with the City of Raleigh's mission towards sustainable solutions, it will be critical to protect the sensitive natural features of the site, including the stream and the older trees. Low impact design strategies, such as sustainable stormwater mitigation and appropriate trail surface selection, are promoted throughout the Master Plan. The use of these types of solutions presents an opportunity to educate visitors on the importance of protecting resources and how the park demonstrates that mission.

- Community Engagement, level of participation: **Consult** (See Appendix X for details)
- Total Bond Project Funding: \$7,000,000
- Estimated Project Schedule: FY 2025 – FY 2028
- Council District: E
- Construction Delivery Method: Design, Bid, Build
- See Appendix IX & XI for project related documents.

Scope of work may include but not be limited to the following:

- a. Community outreach and engagement
- b. SUE (Subsurface Utility Engineering) and Survey
- c. Playgrounds
- d. Shade structures
- e. Open play space
- f. Shelter and restrooms
- g. Dog park
- h. Trails, boardwalks, and overlook structures
- i. Historic interpretation of former homestead site
- j. Associated parking and stormwater devices
- k. Sustainability practices – green stormwater infrastructure
- l. COR Site Plan Tier One
- m. COR non-residential review
- n. COR Tree Impact permitting
- o. DEQ/USACE stream, buffer, or wetland permitting, as applicable
- p. NC DEQ Erosion and Sediment Control
- q. Federal funding agency approval and compliance, as applicable



The Erinsbrook Park site is highlighted in **RED**

4.2 Kyle Drive Master Plan and Implementation

The Kyle Drive property is a vacant parcel located at 4700 Kyle Dr. Raleigh, NC 27616, near the intersection of Louisburg Rd. (U.S. Highway 401) and Valley Stream Dr. This future park site parcel is 27.75 acres and is located along the Beaverdam Creek Greenway Corridor, as designated by the Capital Area Greenway Master Plan. In addition, this site contains an extensive wetland area, which is listed in the United States Fish and Wildlife Service National Wetland Inventory.

A Master Plan for Kyle Drive Park is currently being developed and is anticipated to be adopted by Raleigh City Council in August 2024. The Master Plan will service as the guide for future development of the park and will dictate the overall project vision, goals, and specific elements/program for the park that were identified as the community's top priorities through an intensive community engagement & collaborative design process. This RFQ solicitation is for design through post-construction warranty services for the park and will implement the recommendations of the Master Plan. The selected firm will be provided with a copy of the most current draft master plan at the time of scope negotiation to inform its proposal for design through post-construction warranty services.

- Community Engagement, level of participation: **Collaborate** (See Appendix X for details)
- Total Bond Project Funding: \$9,000,000
- Estimated Project Schedule: FY 2025 – FY 2028

- Community Outreach and Engagement
- Council District: B
- Implementation of Park Master Plan
- Construction Delivery Method: Design, Bid, Build.
- See Appendix IX & XI for project related documents

Scope of work may include but not be limited to:

- a. SUE (Subsurface Utility Engineering) and Survey
- b. Community outreach and engagement
- c. Implementation of the Master Plan based on community priorities for this neighborhood park
- d. Sustainability practices – green stormwater infrastructure
- e. COR Site Plan Tier One
- f. COR non-residential review
- g. COR Tree Impact permitting
- h. DEQ / USACE Wetland permitting, as applicable
- i. NC DEQ Erosion and Sediment Control
- j. Federal funding agency approval and compliance, as applicable
- k. Easement mapping
- l. Preparation for sidewalk connectivity



The Kyle Drive Park site is highlighted in RED

4.3 Sertoma Arts Center Improvements

The Sertoma Arts Center is located within Shelley Lake Park at 1400 W Millbrook Rd. Raleigh, NC 27612. The property was purchased or developed in part with Land and Water Conservation Funds, which has ongoing implications for the park. The Arts Center was built in 1978 and is approximately 13,296 sq ft in size. Sertoma is one of only two dedicated art center facilities within the City of Raleigh Parks System and offers programming in a wide range of visual and performing arts mediums, ranging from painting, drawing, printmaking, ceramics, fiber/sewing, glass, and metalworking in its professionally equipped ceramic, metalworking, and painting studios available to the public after completing qualifying programming. In addition, Sertoma hosts exhibitions, studio spaces, groups, and community outreach events. Sertoma is part of a community of Raleigh and Wake County based arts organizations working to make the arts accessible and welcoming to people with disabilities.

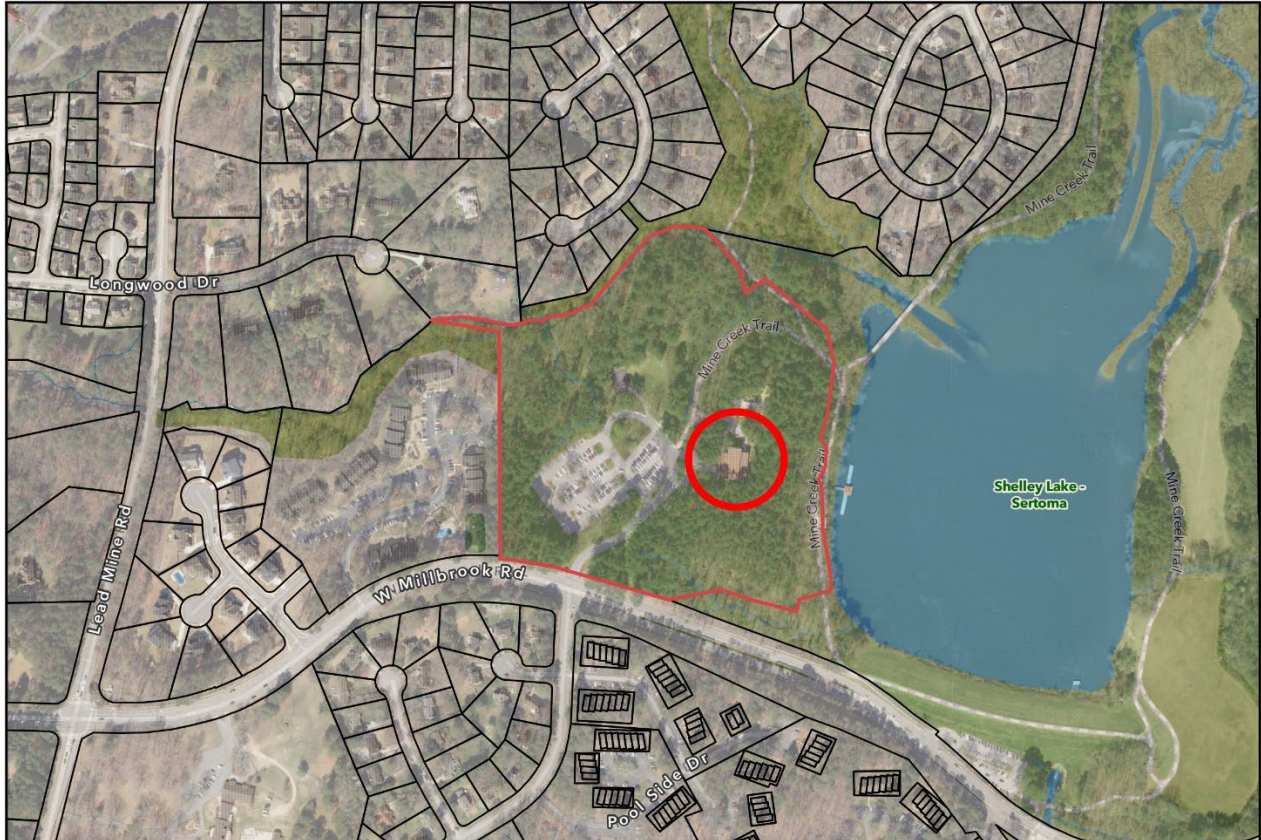
This RFQ solicitation is for design through post-construction warranty services and will include an update and expansion of the existing art center to address building improvement needs and growing programming demands.

- Community Engagement, level of participation: **Involve** (See Appendix X for details)
- Total Bond Project Funding: \$15,375,000
- Estimated Project Schedule: FY 2024 – FY 2028
- Council District: A
- Construction Delivery Method: CMAR (Construction Manager at Risk)
- See Appendix IX and XI for additional information.

The project may include, but not be limited to the following:

- a. Community outreach and engagement
- b. SUE (Subsurface Utility Engineering) and Survey
- c. Renovate the existing building and expand with an addition
- d. Site: ADA improvements, fire line and potentially other utility improvements
- e. Plumbing: replacement of domestic water, sanitary sewer and hot water systems, replacement of all plumbing fixtures
- f. Fire Protection / Fire Alarm: sprinkler system replacement, installation of new fire alarm system
- g. Mechanical: Replacement/expansion of HVAC system
- h. Electrical: replace existing electrical distribution equipment including replacement of the branch wiring and devices; replace existing lighting fixtures with energy efficient LED fixtures.
- i. Telecommunications: adding dedicated telecommunications closet. Provide wireless access points (WAPs) throughout the facility for staff and public use. AV technology to support hybrid meetings.
- j. COR Site Plan Tier One
- k. COR non-residential review
- l. COR Tree Impact permitting, if applicable
- m. NC DEQ Erosion and Sediment Control, if applicable

- n. Sustainable practice including possible green stormwater infrastructure, LEED Silver certification.
- o. Federal funding agency approval and compliance, as applicable



The Sertoma Arts Center location is highlighted in **RED**

Note: The City reserves the right to select and award a single professional design-contract for all the projects, or select and award multiple professional design-contracts, one or more for each project, or any combination, as deemed to be in the best interest of the City.

APPENDIX I

HOURLY RATE SCHEDULE

Awarded firm shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 4 Scope of Services utilizing the following hourly rate schedule below.

As stated above in Sections 1.6 and 2.2 Hourly Rates, provide the Hourly Rate Schedule in a separate, sealed envelope.

| Position Title | Hourly Rate |
|-----------------------|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Firm Name: _____

Authorized Signature: _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

| | | | |
|---|-----------------|-----------------------|---------|
| Company Name: | | d/b/a (if applicable) | |
| Street / PO Box: | | | |
| City: | | State: | Zip: |
| Phone: | | Fax: | E-Mail: |
| Website (if applicable): | | | |
| <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other | | | |
| Number of years in business under company's present name: | | | |
| Fed Tax ID #: | | DUNS # | |
| Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> | | | |
| Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS | | | |
| Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> | | | |
| Contact for this Contract: | | Title: | |
| Phone: | | Fax: | E-Mail: |
| Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/> | | | |
| List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES. | | | |
| 1. | Company: | | |
| | Contact Person: | Title: | |
| | Phone: | Fax: | E-Mail: |
| Describe Scope of Work: | | | |
| 2. | Company: | | |
| | Contact Person: | Title: | |
| | Phone: | Fax: | E-Mail: |
| Describe Scope of Work: | | | |
| 3. | Company: | | |
| | Contact Person: | Title: | |
| | Phone: | Fax: | E-Mail: |
| Describe Scope of Work: | | | |
| 4. | Company: | | |
| | Contact Person: | Title: | |
| | Phone: | Fax: | E-Mail: |
| Describe Scope of Work: | | | |
| 5. | Company: | | |
| | Contact Person: | Title: | |
| | Phone: | Fax: | E-Mail: |
| Describe Scope of Work: | | | |
| The undersigned swears to the truth and accuracy of all statements and answers contained herein: | | | |
| Authorized Signature: | | Date: | |

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

RFQ # 2024-CM-P-01

Title: Multi-Project Request for Architectural/Engineering Firms to provide design services for 2022 Parks Bond Capital Improvements: Erinsbrook Park Implementation, Kyle Drive Park Implementation, Sertoma Arts Center Improvements

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify its references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

RFQ Title: Multi-Project Request for Architectural/Engineering Firms to provide design services for 2022 Parks Bond Capital Improvements: Erinsbrook Park Implementation, Kyle Drive Park Implementation, Sertoma Arts Center Improvements

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Dale Tiska**, via email to Dale.Tiska@raleighnc.gov no later than **3:00 p.m. ET, 03/27/2024** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g., reports, logs, etc. produced by the company?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principal representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

| | |
|-------------|---------------|
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR PROFESSIONAL SERVICES

The Identification of MWBE Participation Form captures information regarding MWBE participation in the providing professional services as defined by NCGS §143-64.31. *et seq.* MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

| | | | |
|-----------------------|--|---------------------------|--|
| COMPANY NAME | | | |
| PROJECT NAME | | CITY DEPARTMENT | |
| PROJECT NUMBER | | RFQ SUBMITTAL DATE | |

Section 1: PROFESSIONAL SERVICES PROVIDED – PRIMARY CONTRACTOR

☐ **CONTRACT IS FOR PROFESSIONAL SERVICES.** Please complete the following:

| | | | |
|--|--|--|--|
| COMPANY NAME | | | |
| PROFESSIONAL SERVICES PROVIDED | <input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction | <input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk | |
| <input type="checkbox"/> PRIMARY CONTRACTOR IS MWBE | Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE | RESIDENT FIRM | <input type="checkbox"/> YES <input type="checkbox"/> NO |

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

Section 2: PROFESSIONAL SERVICE PROVIDER – MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

| | | | |
|---------------------------------------|--|--|--|
| COMPANY NAME | | | |
| PROFESSIONAL SERVICES PROVIDED | <input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction | <input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk | |
| MWBE CLASSIFICATION | | RESIDENT FIRM | <input type="checkbox"/> YES <input type="checkbox"/> NO |

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

| | | | |
|---------------------------------------|--|--|--|
| COMPANY NAME | | | |
| PROFESSIONAL SERVICES PROVIDED | <input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction | <input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk | |
| MWBE CLASSIFICATION | | RESIDENT FIRM | <input type="checkbox"/> YES <input type="checkbox"/> NO |

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

| | | | |
|---------------------------------------|--|--|--|
| COMPANY NAME | | | |
| PROFESSIONAL SERVICES PROVIDED | <input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction | <input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk | |
| MWBE CLASSIFICATION | | RESIDENT FIRM | <input type="checkbox"/> YES <input type="checkbox"/> NO |

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

(The contract terms provided herein are non-negotiable and shall become a part of any contract issued as a result of this solicitation.)

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (Dale.Tiska@raleighnc.gov) or mail to the City of Raleigh, Construction Management Division, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Standard of Care**

Engineer shall perform for or furnish to City professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as City's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

3. **Opinions of Probable Construction Cost**

Engineer's Opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the City wishes greater assurance as to probable Construction Cost, City may employ an independent cost estimator.

4. **Notices**

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh
Attn:
Telephone:

Engineer

P.O. Box 590
Raleigh, NC 27602

5. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

6. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

7. Assignment

Neither the City nor the Engineer will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior 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 create any rights or benefits to parties other than the City and the Engineer, except such other rights as may be specifically called for herein.

8. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

9. Insurance

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

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any

endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read: 'City of Raleigh is named additional insured as their interest may appear'.

Certificate of Insurance – Contractor agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer.

If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

10. Indemnity

- A. To the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer's agents, or the Engineer's employees.
- B. In matters other than those covered by subsection A. above, and to the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. Only to the extent provided pursuant to a policy of insurance, the Engineer shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Engineer or its Derivative Parties is a proximate cause of such claims.
- E. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- F. Definitions:
 - i. For the purposes of this section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of this section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by

any local, state, or federal governmental entity.

- iii. For the purposes of this section, the term “Derivative Parties” shall mean any of the Engineer’s subcontractors, agents, employees, or other persons or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

11. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The City acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Engineer’s performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Engineer’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

12. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

13. Advertising

The Engineer shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

14. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

15. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Engineer for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

16. Laws/Safety Standards

The Engineer shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Engineer must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Engineer shall comply

with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

17. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Engineer understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

18. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

19. Right of Audit and Examination of Records

a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the

contract period and for three (3) years after termination thereof or longer if otherwise required by law.

- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

20. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

21. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59,

Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

22. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

End of Contract Standard Terms and Conditions

APPENDIX VI

City of Raleigh Federal Contract Provisions and Requirements

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, 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 of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits

discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland "Anti-Kickback" Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

educational program or activity receiving Federal financial assistance.

16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers,

contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.
28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the

provisions of resources and support to, individuals and organizations associated with terrorism.

30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

APPENDIX VII

Submittal Checklist

Firm name: _____

RFQ Title: _____

RFQ Number: _____

(Check the box for each project submission)

☐ Erinsbrook Park Implementation

☐ Kyle Drive Park Implementation

☐ Sertoma Arts Center Improvements

☐ **Paper Submittal: Two (2)** signed hard copies of the proposer's qualifications package including MWBE Appendix IV and all other required documentation.

☐ **Electronic Submittal: Two (2)** electronic versions, viewable and printable Portable Document File format (PDF) on separate flash drive storage devices. **One (1)** electronic version, viewable and printable Portable Document File format (PDF) on a separate flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate envelope, marked confidential

☐ **Confidential Submittal: One (1)** hard copy and **One (1)** electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.

☐ Reference Questionnaire Electronic Submittal requirements- Refer to Appendix III

APPENDIX VIII

Scope of Standard Professional Services Work

1.1 Supplemental Architects Responsibility consists of those described and in addition to the contract terms.

The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required to the City or shall provide appropriately licensed professionals for services to be performed.

No property is being furnished or purchased by the City for use in connection with the performance of this Contract.

1.2 Supplemental Scope of Architect's Basic Services:

Services consist of those described and include civil, structural, mechanical and electrical engineering services. The Architect shall manage the design services, applicable design program, communicate and coordinate professional sub-consultants, coordinate and attend project meetings, and report progress to the City.

Upon completion of City contract execution, the Architect shall submit for the City's approval, a schedule for the performance of the Architect's services. The schedule shall include all pertinent milestones and allow for periods of time required for the City's review, performance by the City's consultants and approval of submissions by authorities having jurisdiction over the project. The approved schedule shall not, except for reasonable cause, be exceeded by the Architect. If necessary, the schedule shall be adjusted by written approval from the City.

The Architect shall obtain design approval from the City at each design phase submittal.

1.3 Supplemental Schematic Design Phase Services:

The Architect shall consult with the City to ascertain the requirements of the project and evaluate the City's program and construction budget.

The Architect shall review the project program and other information furnished by the City, including review of laws, codes and regulations applicable to the project. The City shall be notified of any inconsistencies discovered in the information. The Architect shall reach an understanding with the City regarding the requirements of the project.

The Architect shall prepare schematic design documents for the City's approval. During the schematic design process, consideration shall be given to the value of alternative materials, building systems and equipment, based on building program requirements, aesthetics and construction budget.

1.4 Supplemental Design Development Phase Services:

The Architect shall prepare from the approved schematic design studies, the design development documents which shall include site and floor plans, elevations and other drawings and outline specifications as are necessary to fix and illustrate the size and character of the entire project in its essentials as to kind of materials, type of structure, mechanical and electrical systems and site and utility requirements.

1.5 Supplemental Construction Document Phase Services:

The Architect shall prepare from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship finishes and equipment required for the engineering, architectural, structural, mechanical, electrical, site work and for service connected equipment.

The Architect shall contact governing authorities required to approve the Construction Documents and entities providing utility services to the project and shall respond to applicable design requirements imposed by those authorities.

During Construction Document phase, the Architect shall assist the City in the development and preparation of information that describes the specifics and conditions of bidding. The Architect shall compile a project manual that includes the notice and instructions to bidders, all bidding documentation as required by the City, and conditions of the contract for construction and specifications.

1.6 Supplemental Bidding Phase Services:

The Architect shall assist the City in bidding the project by:

- a. facilitating and organizing the distribution of bidding documents
- b. organizing and conducting on site a pre-bid conference
- c. responding to questions from prospective bidders, including providing clarification and interpretations of the bidding documents in the form of addenda
- d. conducting the opening of bids and documentation in accordance with N.C., G.S 143-129 and City requirements
- e. Certifying bid tabulation form
- f. Providing written recommendations of award of lowest responsible bidder to the City within two (2) working days of the bid opening unless negotiations or redesign if required.
- g. Notifying the lowest responsible bidder of intent to award contract

1.7 Supplemental Construction Phase Services

The construction phase service will begin with notification of award of contracts. The Architect shall have authority to act on behalf of the City and to facilitate the following:

- a. arrange and conduct a pre-construction conference in coordination with the City.
- b. establish and conduct a regular schedule of construction progress meetings for the building contractors' representatives and the City's representative. Meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work and recommending such remedial actions as are necessary to maintain progress and to complete the project within the contract time. The Architect shall promptly provide written reports.
- c. review, approve and maintain records of the Contractors schedule of values and contractor's submittals promptly, process and approve, or take other appropriate action upon, the contractor's shop drawings, product data and samples, checking for conformance with information given and the design concept as provided in the construction documents.
- d. Prepare cost events and change orders as required and have such cost events and change orders properly executed and approved prior to authorizing work.
- e. Process and certify contractors' application promptly for payment of authorized work including review of WMBE documentation and sales tax forms.
- f. Provide general administration of the performance of construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications. Representative of the Architect's firm shall be agreed upon and shall make site progress meetings as provided and as necessary to ensure compliance with plans and specifications. Architect shall establish liaison representative of sub-consultants and inspection services with respect to their portion of the design as required and necessary to ensure compliance with plans and specifications.

- g. Schedule and conduct final inspections of the project, coordinating the date with the City's representatives. Assemble written guarantees, warranties, affidavits, manuals of instruction for operation and other required and closing papers of the contractors; issue certificates of final completion, final certificates for payment and set date for beginning the warranty period.

The Architect has the authority to reject work that does not conform to the contract documents. Whenever the Architect and City considers it necessary, the Architect shall have the authority to require inspection or testing to the work in accordance with the provisions of the contract documents at any stage of construction.

The Architect's interpretations and decisions shall be consistent with the intent of the contract documents and shall be in writing and/or drawing. Minor changes in the work that do not involve an adjustment to the construction contract sum or an extension of the general construction contract time may be made by the Architect. The Architect shall maintain records relative to changes in the work.

1.8 Estimate of the Cost of Work:

The cost of work shall be the total cost to the City to construct all elements of the project designed by the Architect and shall include General Contractor's overhead and profit, reasonable value of labor, materials, equipment, contingency and other requirements as directed by the City. Estimate of the cost of work shall be submitted according to the contract. If the cost of work estimate exceeds the City construction budget, the Architect shall make appropriate recommendations to the City to adjust the project size, quality or budget for the cost of the work at each phase of the design. The Architect shall reconcile each cost of work estimate to the project budget and obtain approval from the City.

If the City's construction budget for the cost of work at the conclusion of the construction document phase services is exceeded by the lowest responsible bid, the Architect and City shall coordinate to:

- a. Increase the budget for general construction by written approval.
- b. Authorize re-bidding of the project within a reasonable time.
- c. Terminate the contract in accordance with **Article 17**.
- d. Consult with the Architect to revise the project program, scope or quality as required to reduce the construction documents within the scope of the project budget.
- e. Engage in any other alternatives acceptable by the City.

If the City requires the Architect to modify the construction documents because the lowest responsible bid exceeds the construction budget for the cost of work by more than ten percent (10%) due to unforeseen and extreme conditions that could not be reasonable anticipated, the Architect may initiate compensation negotiations for the modifications as additional services; otherwise the Architect's services for modifying the construction documents shall be without additional compensation.

1.9 Table of Services

Services listed in the table below are included and required for the project. If neither the City nor the Architect is designated, the listed services are not being provided for the project except as modified by written authorization by the City utilizing the City's contingency. **(Subject to change for specific project requirements)**

| Service | Responsibility |
|--|----------------|
| Programming | Architect |
| Multiple preliminary designs | Architect |
| Measured drawings | Architect |
| Existing facilities surveys | Architect |
| Site evaluation and planning | Architect |
| Building information model management responsibilities | Architect |
| Development of building information models for post construction use | Not provided |

| | |
|--|--------------|
| Civil Engineering | Architect |
| Landscape Design | Architect |
| Architectural Interior Design | Architect |
| Value Analysis | Architect |
| Detailed cost of the work estimates | Architect |
| On-site project representation | Architect |
| Conformed documents for construction | Not provided |
| As-designed record drawings | Not provided |
| As-constructed record drawings | Architect |
| Post occupancy evaluation | Not provided |
| Facility support services | Not provided |
| Tenant-related services | Not provided |
| Architect's coordination of the City's consultants | Architect |
| Telecommunications/data design | Architect |
| Security evaluation and planning | Architect |
| Commissioning | Architect |
| Sustainable project services | Architect |
| Fast-track design services | Not provided |
| Multiple bid packages | Not provided |
| Historic preservation | Architect |
| Furniture, furnishings and equipment design | Architect |
| Other services provided by specialty sub-consultants | Not provided |
| Asbestos abatement design | Architect |
| Lead paint removal design | Architect |

In the event that the City requests in writing that the Architect perform services over and above the services described in the contract, then the Architect may be paid for such additional services by use of the City contingency. Additional services shall be based on a stipulated fee or hourly fee according to the Architect's rate schedule attached to the contract. All remainder City contingency at the close of the contract shall remain credited to the City.

Appendix IX – Support and Background Documents for Projects

Use the links below:

Erinsbrook Park

<https://raleighnc.gov/projects/erinsbrook-park>

[Erinsbrook Park Master Plan \(usgovcloudapi.net\)](https://usgovcloudapi.net/raleighnc/projects/erinsbrook-park)

Kyle Drive Park

<https://raleighnc.gov/projects/kyle-drive-park>

<https://publicinput.com/Customer/File/Full/bce90593-959c-4f35-8c20-086f567bdc4>

Sertoma Arts Center

<https://raleighnc.gov/projects/sertoma-arts-center>

Appendix X – PRCR Guiding Documents for Public Participation

Use the links below:

<https://cityofraleigh0drupal.blob.core.usgovcloudapi.net/drupal-prod/COR24/public-participation-park-planning-policy.pdf>

<https://cityofraleigh0drupal.blob.core.usgovcloudapi.net/drupal-prod/COR24/prcr-public-participation-playbook.pdf>

Appendix XI – 2022 Parks Bond Publications

Use the link below:

<https://raleighnc.gov/parks/services/park-and-greenway-planning-and-development/parks-bond-referendum>