Request for Qualifications # 274-PRCRDixParkRockyBranch

Project Title: Dorothea Dix Park Rocky Branch Enhancement Project

Issue Date: January 8, 2021

Due Date: February 12, 2021 at 5pm EST

Issuing Department: Parks Recreation and Cultural Resources Department

Direct all inquiries concerning this RFQ to:
Kate Pearce
Planning Supervisor
Email: kate.pearce@raleighnc.gov
# Table of Contents

1. **Introduction** .............................................................................................................. 4  
   1.1. Purpose .................................................................................................................. 4  
   1.2. Background ........................................................................................................... 4  
   1.3. RFQ Timeline ....................................................................................................... 8  
   1.4. Pre-Submittal Conference .................................................................................... 8  
   1.5. Questions ............................................................................................................... 8  
   1.6. Submittal Requirements and Contact Information .............................................. 9  
   1.7. Rights to Submitted Material .............................................................................. 9  
   1.8. Communications .................................................................................................. 9  
   1.9. Lobbying ............................................................................................................... 10  
   1.10. Conflicts of Interest .......................................................................................... 10  
   1.11. Proposer Expenses ........................................................................................... 11  
   1.12. Proposer Acceptance ....................................................................................... 11

2. **Qualifications Package** ........................................................................................... 12  
   2.1. Statement of Qualifications Required Document Format .................................... 12  
   2.2. Hourly Rates ....................................................................................................... 12  
   2.3. Request for Qualifications Documents ................................................................ 12

3. **Proposal Evaluation** ............................................................................................... 18  
   3.1. Evaluation Criteria .............................................................................................. 18  
   3.2. Final Selection ...................................................................................................... 18  
   3.3. Notice to Proposers Regarding RFQ Terms & Conditions .................................... 18

4. **Scope of Services** .................................................................................................... 19

   Appendix I – Hourly Rate Schedule ............................................................................ 23
   Appendix II – Proposer Questionnaire .......................................................................... 24
   Appendix III – Reference Questionnaire ........................................................................ 25
   Appendix IV – Contract Standard Terms & Conditions .............................................. 28
   Appendix V – Exceptions to RFQ ................................................................................ 37
1 INTRODUCTION

1.1 Purpose
The City of Raleigh (the City) is seeking a multi-disciplinary team with significant experience in stream restoration, from assessment through construction closeout, and with landfill assessment, closure, and reuse design. A key component of this scope is to evaluate the feasibility of the vision proposed in the adopted Dorothea Dix Park Master Plan for the Creek and Landfill landscapes with an innovative and coordinated approach. The project summary is as follows:

The Dorothea Dix Park Rocky Branch Enhancement Project will provide the information needed to inform the restoration and potential realignment of the approximately 5,400 linear ft of Rocky Branch, a 303(d) impaired waterway that runs through Dorothea Dix Park, AND the re-design of the area including and adjacent to a closed pre-regulatory landfill. This study will include a review of the park Master Plan, review of plans and projects that will influence this study, review of past studies and data on and around the study area, a stream condition assessment, a soil/waste assessment of the closed pre-regulatory landfill along the southern stream bank, and conceptual design and assessment for a land bridge. This work will then inform development and evaluation of stream restoration alternatives, a land re-use and waste-management plan, a green stormwater management plan, as well as educational and outreach opportunities.

A detailed scope of services is provided in Section 4 of this solicitation.

Information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: https://www.ips.state.nc.us/IPS/

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

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kate Pearce</td>
<td><a href="mailto:kate.pearce@raleighnc.gov">kate.pearce@raleighnc.gov</a></td>
</tr>
</tbody>
</table>

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.

**Dorothea Dix Park**

In July 2015, the City of Raleigh purchased the Dorothea Dix Hospital property from the State of North Carolina for $52M with the goal of turning it into a destination park. The purchase included 308 acres and 85 structures, which were built from 1856-1974 and total approximately 1.2 million square feet. The site is located one mile from the center of downtown Raleigh.

**Public-Private Partnership**

Many parks and public spaces in the U.S. rely on public-private partnerships to make them vibrant and successful. The effort to create Dorothea Dix Park is one of those best-practice public-private partnerships – between the City of Raleigh and Dorothea Dix Park Conservancy. The City of Raleigh owns and operates Dorothea Dix Park and will lead this study. The Conservancy is a 501(c)(3) nonprofit that supports the City in its efforts and serves as its philanthropic partner. The City and the Conservancy operate under a Memorandum of Agreement.

**Master Plan Summary**

In 2017, the City and the Dorothea Dix Park Conservancy began work with a consultant team to develop a master plan for the park. The Dorothea Dix Park Master Plan is the culmination of an extensive two-year public planning process that involved input from over 65,000 citizens. It is a bold and unique vision to transform the site into an incredible gathering space for the community, region and state. The Dorothea Dix Park Master Plan was unanimously adopted by Raleigh City Council in February 2019. The City supports the vision developed in the Master Plan, and subsequent projects will implement this vision.

In the summer and fall of 2019, City staff created and presented to City Council the Phase 1 Implementation Plan. This document includes pertinent information for implementation of potential Phase 1 projects such as partnership and stakeholder maps, timelines, needed plans and studies and parallel planning efforts. Phase 1 implementation is designed to respond to the three core principles of the Master Plan: Open up and Connect, Build from What is There, and Offer Something for Everyone. It is a collection of projects that improve the park’s edges, create new entries and connections to the community, and repair and enhance the unique landscapes and structures that exist today. In addition, the projects within Phase 1 establish an array of spaces offering a variety of park experiences that embrace the following six program elements: Wellness and Play, Gardens and Ecology, History and Reflection, Arts and Culture, Food and Community and Park Support.
At the outset of the City’s implementation of work in late 2019 and early 2020, Phase 1 encompassed 118 acres of the site and consisted of seven potential projects: The Plaza and Play, the Creek and Landfill Improvements, the Land Bridge over Western Boulevard, the Lake Wheeler Multi-Use Path, the Historic Entry and Buildings, the Cemetery Restoration, and Infrastructure Improvements. However, in summer of 2020 Phase 1 priorities and projects were reevaluated to respond to changes needed because of delays in long-term funding associated with the COVID19 pandemic. Prioritization was given to the Plaza & Play project, Creek and Landfill project, and rehabilitation of the Chapel as part of the Historic Entry and Buildings; all other major Phase 1 projects were deferred.
Rocky Branch Enhancement Project

Project Objectives and Vision
The primary objective for restoring Rocky Branch is to create a nature escape for park-goers in the heart of the city, enhance aquatic habitat and ecosystem functioning, and highlight the ecology of the region, all while respecting our downstream neighbors. The Master Plan proposes the following steps to achieve this objective: enhance the creek by realigning the channel to approximate its original meandering path, widen and reconnect the floodplain, establish a pool-riffle-run pattern, replace the stormwater drainage pipes that empty directly into the stream with uphill green stormwater management practices, remove invasive species along the banks, and stabilize the banks with native plants for habitat creation and ecosystem services. The restored creek, educational signage, and selective outdoor art will demonstrate the importance of streams as components of our natural and cultural heritage.

The second objective for restoring Rocky Branch is to provide design input to support the State’s efforts to close the landfill in a way that is consistent and compatible with the coordinated plan for restoring Rocky Branch and with reusing the Landfill area for park programs and activities. This work will potentially reshape existing grading, introduce new soils and plants, and coordinate monitoring and remedial action plans by the NC Department of Environmental Quality. The feasibility of design concepts proposed in the Master Plan for the Landfill will need to be evaluated.

This project is the most complex and ambitious project envisioned in the Dorothea Dix Park Master Plan. A restored Rocky Branch and repurposed landfill will create a destination within Dix Park that will serve local and regional visitors by providing environmental, recreational, educational, and social benefits.

Proposed Timeline and Project Management
This scope of services includes investigation and feasibility evaluation of the City’s vision for the Creek and Landfill project through pre-design. The scope of work may be extended to include schematic design, design development, construction documents, project permitting, and construction bidding, observation and administration. The proposed timeline from notice to proceed to pre-design documents for stream restoration and landfill redesign is 18 months. The Rocky Branch Enhancement Project is being funded by grants from multiple agencies to both the City of Raleigh and the Dorothea Dix Park Conservancy. The project will be managed by the City of Raleigh.

Additional Documents
To assist Respondents in their submittal, supplemental documents are provided via a shared online folder. Requests for access to this folder should be directed to Kate Pearce, kate.pearce@raleighnc.gov.
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):

<table>
<thead>
<tr>
<th>RFQ Process</th>
<th>Date and time</th>
</tr>
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<tbody>
<tr>
<td>RFQ Advertisement Date</td>
<td>January 8, 2021</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>January 20, 2021, 3:00pm – 4:00pm [VIRTUAL]</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>January 26, 2021, 5:00pm</td>
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<tr>
<td>City Response to Questions</td>
<td>January 28, 2021, 5:00pm</td>
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<tr>
<td><strong>Submittal Due Date and Time</strong></td>
<td><strong>February 12, 2021, 5:00pm</strong></td>
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<tr>
<td>Interviews (if required)</td>
<td>March 1-5, 2021, TBD</td>
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1.4 Pre-Submittal Conference
The Pre-Submittal Conference will be held virtually over Zoom. Meeting information will be shared via email and addendum to this posting one week in advance of the meeting. Prospective Proposers are encouraged to submit written questions in advance.

1.5 Questions
No questions will be discussed via telephone. Questions concerning this RFQ will be received until January 26, 2021, 5:00pm at which time no further questions will be acknowledged. A summary of all questions and answers will be issued in the form of an addendum.

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 Interactive Purchasing System (IPS) for any Addenda. It is the Respondent’s responsibility to ensure that all addenda have been reviewed, signed and returned.**

Addenda will be issued by e-mail to all parties who request notification, participate in the pre-submittal meeting and/or submit written questions to the City for this RFQ. All addenda will also be uploaded to the IPS site.

All addenda shall be acknowledged in the offeror’s submittal. It is the offeror’s responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

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.
1.6 **Submittal Requirements and Contact Information**

Statements of qualifications (SOQs) must follow the format as defined in Section 2 Qualifications Package and SOQs must be enclosed in a sealed envelope or package and clearly marked with the name of the submitting company, the RFQ number, and the RFQ Title, Dix Park Rocky Branch Enhancement Project.

*Respondents* must submit one (1) signed original, one (1) electronic version and total of five (5) printed copies of the signed proposal. All confidential information shall be marked pursuant to Section 2.2 of this RFQ and be placed in a separate envelope or package. The electronic version of the SOQ must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Both hard copy and electronic versions must be received by the City on or before the SOQ submittal date and time provided in Section 1.3.

Proposals received after the SOQ submittal deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope. The City reserves the right to reject any or all SOQs for any reason and to waive any informality it deems in its best interest. Any requirements in this RFQ that cannot be met must be indicated in the SOQ. If the Respondent elects to mail in its SOQ, the Respondent must allow enough time to ensure the City’s proper receipt of the SOQ by the time specified in Section 1.3 RFQ Timeline. Respondents must respond to the entire RFQ, including all addenda. Any incomplete SOQ may be eliminated from competition at the discretion of the City of Raleigh.

1.7 **Rights to Submitted Material**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposers (other than materials properly submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFQ. In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response 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.

1.8 **Communications**

All communications of any nature regarding this RFQ with any City staff, elected City officials, and 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. prior to the deadline provided in Section 1.3. Violation of this provision may result in the firm’s SOQ being removed from consideration.
1.9 **Lobbying**
By responding to this RFQ, the Respondent certifies that is 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.

1.10 **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 (c)(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):

(1) 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.”

1.11 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.

1.12 Requests for Additional Information
Prior to the final selection, Proposers may be required to submit additional information regarding the Proposer’s qualifications and experience that the City may deem necessary to further evaluate the Proposer’s qualifications.

1.13 Proposer Acceptance
Submission of any proposal indicates a Proposer’s acceptance of the conditions contained in this RFQ, including any addenda to this RFQ, unless exceptions are taken pursuant to Section 2.1 below. 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.
2 QUALIFICATIONS PACKAGE

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. The Proposer agrees and will comply with all provisions and specifications as stated in this RFQ unless otherwise stated in the Exceptions section of this RFQ below. Failure to respond to these requirements may result in the proposal being considered non-responsive and rejected from consideration.

2.1 Statement of Qualifications Required Document Format

Five paper copies of the Statement of Qualifications (SOQ) will be submitted, a paper copy of the hourly rate schedule in a sealed envelope labeled accordingly and two PDF documents will be submitted electronically on a thumb drive by February 12th, 2021, at 5:00pm.

<table>
<thead>
<tr>
<th>DELIVERED BY US POSTAL SERVICE</th>
<th>DELIVERED BY ANY COURIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kate Pearce</td>
<td>Kate Pearce</td>
</tr>
<tr>
<td>City of Raleigh</td>
<td>City of Raleigh</td>
</tr>
<tr>
<td>Parks, Recreation and Cultural Resources</td>
<td>Parks, Recreation and Cultural Resources</td>
</tr>
<tr>
<td>PO Box 590</td>
<td>222 W. Hargett Street, Suite 601</td>
</tr>
<tr>
<td>Raleigh, NC 27602-0590</td>
<td>Raleigh, NC 27601</td>
</tr>
</tbody>
</table>

Responses to the RFQ delivered to any other location will not be considered "received" until they arrive at the physical location, 222 W. Hargett Street, Suite 601, specified above. The City recommends against use of mail or delivery services that will not guarantee delivery directly to the physical location. The City will not waive delay in delivery resulting from need to transport a response from another location, or error or delay in delivery on the part of the carrier.

The documents must clearly include the name of the submitting company, the RFQ number, 274-PRCRDixParkRockyBranch, and RFQ Title, Dix Park Rocky Branch Enhancement Project, on a cover page followed by a blank page for each PDF document.

The two PDF documents are the following:
- Statement of Qualifications (SOQ)
- SOQ Appendix

Statement of Qualifications

The Statement of Qualifications PDF should on 8.5 x 11" paper. The response shall not exceed twenty-five pages and should be in the following order:
- Table of Contents
- Section 1: Cover Letter
- Section 2: Corporate Background and Experience
- Section 3: Project Understanding, Approach and Schedule
• Section 4: Team, Experience and Certifications/Qualifications
• Section 5: Financial Information
• Section 6: Exceptions to RFQ

Responses should be divided using section title pages to separate each section followed by a blank page. The cover letter, table of contents, front and back covers, and section title pages are excluded from the 25-page count.

Responses should be divided using tabs to separate each section, listed sequentially as follows:

**Tab 1: Cover Letter**
Provide an introduction letter summarizing the unique qualifications of your team to meet the needs of this project. The professional services that may be required to undertake this project include but are not limited to: Landscape Architecture; Urban Planning & Design; Ecosystem Restoration; Civil Engineering; Hydrology; Ecology; Transportation Planning; Green Infrastructure (including stormwater); Waste Management (including handling potentially hazardous waste from pre-1983 landfills); Arboriculture; Community Engagement; Urban Park Programming; Signage and Wayfinding; Maintenance and Operations; Cost Estimation; Construction Administration, Surveying, Geo-Technical Services, Permitting, Grant Management; Bidding Assistance, Construction Materials Testing, and Special Inspections. Professionals must be licensed in North Carolina. Responses should demonstrate the team’s overall qualifications to fulfill the requirements of the scope and project goals.

This letter should be presented on the firm’s official letterhead and signed 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.

**Tab 2: Corporate Background and Experience**
Include background information on the firm and provide detailed information regarding the firm’s experience with at least three similar projects performed in the last ten years. Provide a list of all similar contracts performed in the past ten years, accompanied by at least three references (contact persons, 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. 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.

Please describe your firm’s approach to environmental, social and governance (ESG) issues in terms of sustainability efforts, relationships with its employees, customers and
the communities where it operates pertaining to economic responsibility and best practices.

**Tab 3: Project Understanding, Approach and Schedule**
Provide a comprehensive narrative, outline, and/or graphic demonstrating the firm’s understanding of the project and approach to accomplishing the tasks outlined in the Scope of Services section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Capability to perform services in a timely manner and to comply with the schedule developed for completion of the project shall be noted. The ability to prepare, maintain and revise a detailed project design schedule, manage the involvement of specialty and other sub-consultants, and provide other professional services shall be noted. Understanding of the sequence and durations of required investigation, planning and design activities, plan development stages, specification development and requirements, permit requirements, right of way issues, utility considerations, and other considerations should be addressed.

The Proposer shall briefly address its management approach and philosophy, address its in-house quality control procedures to manage the project. Include a narrative statement that sets out the management plan the Proposer intends to follow that illustrates how its plan will serve to accomplish the work and meet the City’s project goals in a timely and economical manner.

**Tab 4: Experience and Certifications/Qualifications of Proposed Team**
This section must include the proposed staffing and deployment of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including brief resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific organizational chart which clearly illustrates the roles, responsibilities, firm and the reporting relationships of each team member should be included.

Previous working experience should be illustrated between teams. Please note all proposed team members having similar experience. Please also note team members experienced with the City of Raleigh permitting process and other North Carolina regulatory agencies having jurisdiction and the team’s ability to work in the local construction market and sub-contractor environment.

The RFQ response shall clearly note the project executive, proposed project manager for the Consultant and who will be involved in regular interactions and meetings with the City for the project duration. Include a statement from your firm committing to assigning these proposed personnel if your firm is the selected firm and noting that the approved project management personnel will not be removed or reassigned without approval in writing from the City.

The brief resumes included in Section 4 should provide concise and relevant project experience. Full resumes can be included in the SOQ Appendix.
Pursuant to N.C.G.S. 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority- and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City’s contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their RFQ response, and how that participation will be achieved.

MBE or WBE firms are acceptable if they are a certified through North Carolina Department of Administration Office of Historically Underutilized Businesses (HUB) or North Carolina Department of Transportation Disadvantage Business Enterprise (DBE) program. Firms with a DBE or HUB certification are encouraged to also register with the City of Raleigh as a vendor. Information related to the City’s MWBE Program including MWBE directories are available of the City’s Business Assistance Program page:

https://www.raleighnc.gov/community/content/HousingNeighborhoods/Articles/BusinessAssistanceProgram.html

**Tab 5: Financial Information**

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)).

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE 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 7: Exceptions**
Proposers may find instances where they must take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified on Appendix V, “Exceptions to RFQ” and submitted with proposal. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions. Proposers should note that certain sections within this RFQ indicate that the terms contained within that section are required by the City and no exceptions are allowed for those terms. Where so indicated, any attempt to take exception to the terms within that section may disqualify the proposal from consideration.

### 2.2 Confidentiality of Information: Assertion of Trade Secrets Protection:

All information submitted to the City by a Proposer shall be subject to the requirements of North Carolina public records law (N.C.G.S. § 132 et. seq.) and the City shall have no liability to a Proposer for any release of information that is required by law.

Upon receipt by the City, any proposals submitted pursuant to this RFQ become the property of the City of Raleigh and shall be considered to be a public record except for material that qualifies as a "Trade Secret" under North Carolina law. Materials designated as trade secrets must be submitted in a separate, sealed envelope marked "Trade Secret Proposal - Confidential and Proprietary Information - Do Not Disclose Except for Purpose of Evaluating this Proposal" and the same trade secret/confidentiality designation should be stamped on each page of the materials for which trade secrets protection is sought. In submitting a proposal, each Proposer agrees that the City may reveal any trade secret materials contained in their response to all City staff and City officials involved in the selection process as well as any outside consultants or third parties hired or retained by the City to assist in the selection process. By submitting a proposal, each respondent to the RFQ agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with the City refusing to disclose any material that the respondent has designated as a trade secret. Before marking any proposal materials as confidential or as a trade secret, a Proposer should consult with an attorney licensed to practice law in North Carolina.

If the City receives a request to disclose materials that have been labeled as a trade secret or confidential by the Proposer, the City shall provide the Proposer with notice of the request. Within five (5) calendar days of the receipt of this notice, the Proposer must notify the City of whether or not it instructs the City to withhold the materials from public inspection and the Proposer must seek, at its sole cost, appropriate judicial action
to prevent the disclosure of the materials. If the Proposer notifies the City to withhold materials from public inspection, said notice must also include a legal justification for why the withheld materials qualify for exemption from the North Carolina public records act. If such justification is not provided with the notice to withhold materials, the Proposer acknowledges that the notice shall be void and deemed of no effect and that the City may release the information without penalty. Further, if the Proposer does not take action to prevent the disclosure of the materials within this five (5) calendar day period, the City may release the information pursuant to the public records request without any penalty from or liability to the Proposer.

By submitting a proposal to the City, the Proposer accepts all terms and conditions of this Section 2.2. Any exception to this section shall not be allowed and an attempt to except a proposal from this section will be deemed void and of no effect and may result in the proposal being disqualified from the selection process.

Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

2.3 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. One copy of the hourly rates for all proposed project personnel should be enclosed in a separate, sealed envelope.

2.4 Request for Qualifications Documents
This RFQ is composed of the base RFQ document, any attachments, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
3 PROPOSAL EVALUATION

3.1 Evaluation Criteria
This is not a bid. There will not be a public opening. Proposals will be evaluated based solely on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(a) Weight</th>
<th>(b) Score (0-3)</th>
<th>(a) x (b) Weighted Score</th>
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<tbody>
<tr>
<td>Corporate Background and Experience</td>
<td>20%</td>
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<tr>
<td>Project Understanding</td>
<td>15%</td>
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<tr>
<td>Project Approach and Schedule</td>
<td>30%</td>
<td></td>
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<tr>
<td>Team Organization and Structure</td>
<td>20%</td>
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<tr>
<td>Personnel Qualifications</td>
<td>15%</td>
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<tr>
<td>Financial Information (not scored)</td>
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<tr>
<td><strong>Final Score</strong></td>
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</table>

**Score Points**
- 0- Missing or Does Not Meet Expectation
- 1- Partially Meets Expectation
- 2- Meets Expectation
- 3- Exceeds Expectation

3.2 Final Selection
Proposals will be reviewed, and interviews may be conducted by an interdepartmental team of City staff including representatives from Parks, Recreation and Cultural Resources, Solid Waste Services, Public Utilities, Transportation and Engineering Services, including Stormwater. From this, teams 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 written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in contract cancellation.

3.3 Notice to Proposers Regarding RFQ Terms and Conditions
It shall be the Proposer’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.
Proposers are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

4 SCOPE OF SERVICES
Awarded firm shall provide services, as set forth in this RFQ and more particularly described in this section. The following task list is subject to change and will be solidified in coordination with the selected consultant team.

Task 1: Plan and Data Review. Review of plans and data for the site, adjacent property, and parallel projects. This task may also include meetings with agencies and entities including but not limited to those listed below.

- NC Department of Health and Human Services;
- NC Department of Environmental Quality (DEQ), including but not limited to the following divisions: Pre-Regulatory Landfill Unit, Water Resources, and their sub-consultants;
- City of Raleigh, Raleigh Public Utilities Department, regarding the Rocky Branch Sewer Interceptor Replacement and Pullen to Bain Water Line Improvements;
- City of Raleigh Parks, Recreation, and Cultural Resources Greenway unit for the Rocky Branch Greenway improvements;
- Other City of Raleigh departments;
- State, local, and federal agencies with responsibility for water quality, stormwater, and habitat functioning at the Rocky Branch;
- US Army Corps of Engineers and the State regarding wetlands and riparian buffer requirements;
- FEMA regarding flood maps;
- NC Department of Transportation (DOT) and City of Raleigh Planning and Transportation Departments for the Bus Rapid Transit project along the Western Blvd. Corridor;
- Norfolk Southern representatives for the existing rail crossing that stretches over the stream;
- Adjacent properties including but not limited to Governor Morehead School and Central Prison;
- North Carolina State University to coordinate information developed by NCSU during and since their upstream restoration work on Rocky Branch west of Pullen Park through the NCSU Main Campus, and Springhill Campus development plans;
- Downstream development impact and environmental justice groups.

Task 2: Site Investigation

Subtask 2a: Stream Condition Assessment

- Document and analyze existing conditions regarding topography, hydrology, stream morphology, soils and geology, site constraints, property boundaries, utilities, vegetation, and aquatic biology;
• Assess hydrological data, flow surveys, rainfall data, flooding patterns, geological information and other historic data to determine the extent of catchment areas contributing runoff, and the flows in watercourses and drainage systems;
• Analyze surface water hydrology, performing hydraulic modeling using the latest version of HEC-RAS and FEMA data, investigating the volume of waste that might be impacted and relocated either on or off site by stream realignment, performing a conceptual review of potential groundwater discharge control features, and proposing phased planning for green stormwater management;
• Define locations and parameters for additional hydrologic profiles including cross sections through the existing Rocky Branch;
• Provide data on geomorphology and other information for informing advanced planning work and schematic design;
• Stream sampling to test water quality and identify contaminants;
• Streambed sediment sampling for contaminants;
• Geophysical surveying, test borings, and/or test pits to evaluate depths of bedrock;
• Updating the site survey to include topography, locations and surface elevations of soil borings, piezometers, surface water monitoring points, and groundwater levels in any new monitoring wells to support calculations of groundwater discharge to surface water, new stream alignment plans and waste volume calculations;
• Explore potential for stream restoration and nutrient credits for this project.

Subtask 2b: Soil Investigation for Adjacent Landfill Area [in coordination with NC DEQ]
• Evaluate results of analysis of soils sampled from completed soil borings. Recommend and complete additional soil sampling and analysis at locations along potential stream realignment area to characterize potential soil contamination and volumes and characteristics of buried waste in potential excavation areas for creek realignment [any and all sampling must be completed by 40-hr OSHA certified personnel];
• Evaluate soil profiles, cross-section, well drilling and construction logs, and groundwater levels for existing groundwater monitoring wells and piezometers for characterizing shallow geology and hydrogeology potential excavation areas for creek realignment. Recommend installation of additional monitoring wells or piezometers;
• Evaluate results of analysis of groundwater sampled from existing wells/piezometers for the presence and concentrations of contaminants and possible linkage to the landfill and its waste materials and/or leachate. Recommend additional groundwater sampling and analysis.

Task 3: Stream Alignment and Landfill Reuse Scenarios
Guided by the Dorothea Dix Park Master Plan, the data review, and the stream and soil assessment findings, the primary outcome from the planning work will be a deliverable that presents and describes restoration alignment scenarios for Rocky Branch and adjacent landfill reuse scenarios. The baseline scenario should be based on the stream alignment shown on the Dix Park Master Plan and programmatic concept for the landfill
area. Other alternative alignments should be developed for achieving specific objectives to be identified during this study.

Each alignment scenario and reuse scenario should include:

- Stream alignment with potential phasing plans;
- Programmatic concept for uses for the remaining landfill area;
- Estimated volume of waste that would need to be remediated/relocated from the adjacent closed landfill;
- Evaluate options for remediating or relocation that waste, with priority to remediation options, then on-site relocation options;
- A high-level maintenance plan, including estimated costs of implementation and long-term maintenance goals;
- Identification and description of potential environmental impacts and benefits [Special care should be taken to ensure that this project has a positive impact on downstream communities. If possible, the project should help mitigate flooding issues downstream through measures such as stormwater catchment ponds and other GSI];
- Evaluation of compatibility and/or conflict with the proposed right-of-way design and bike/ped connectivity into the park for the Western BRT route;
- A supporting stormwater management plan using Green Stormwater Infrastructure (GSI) as informed by the master plan;
- Educational areas and programmatic opportunities;
- Cost estimate based on the conceptual plan to include future maintenance and operations costs;
- Permitting matrix that identifies and briefly describes permitting requirements and estimated timeline;
- Assessment of feasibility and program criteria for bridges or bridge alternatives to span Rocky Branch;
- Recommended phasing, project delivery methods, and process details.

Task 3 work involves coordinating with the NC Department of Environmental Quality to review the proposed uses for the remaining landfill area per the Master Plan and assessing the viability of additional options. Options will be informed by site investigation results and constraints posed by existing and proposed utilities and road and bridge locations. The State will finalize a Remediation Action Plan with input from the stream alignment scenarios.

**Subtask 3a: Land bridge Feasibility**

- Develop structural concept plans for the bridge;
- Develop vertical and horizontal roadway design concepts in coordination with existing and planned roadway projects especially the Western Blvd BRT improvements;
- Develop conceptual cost estimate to include construction, future maintenance and operations costs;
- Provide a report on design considerations related to additional easement areas needed at land bridge landing across Western Blvd and design considerations related to inside of the park landing regarding stream and landfill impact.
Task 4: Education and Outreach Plan Support
Engagement, including education, outreach, and communication, will be led by the City of Raleigh and the Dix Park Conservancy. Engagement work will involve people of all ages and backgrounds through unique partnerships with groups such as nearby residents and businesses, Neighborhood Ecology Corps, local colleges and universities, the NC Natural Science Museum, the Natural Learning Initiative, Partners for Environmental Justice, and grantors, to name a few.

Support expected for these efforts include but is not limited to;
• Development of project webpage that provides project updates, progress reports, and information on stream restoration;
• Identification of partners to help provide educational programming on stream restoration to the community throughout the restoration process;
• Development of educational experiences such as pop up outdoor classroom space, designated overlooks areas for park-goers to see the creek while not disturbing the buffer, informational signage content for along the stream to educate visitors about creek habitats, restoration, the creek history, and landfill remediation;
• Content creation used to inform and engage the community through multiple avenues including but not limited to: meetings/events at the park, social media, website, Parks Board, visits to community groups, site tours, presentations to Parks Board and Raleigh City Council, etc.;
• In partnership of the City of Raleigh and Dix Park Conservancy, facilitate community outreach and engagement.

Task 5: Grant Management and Support
This work is supported by four grants awarded to the City of Raleigh and the Dix Park Conservancy. Throughout the implementation of this scope of work, the consultant is expected to support grant management, including but not limited to the following:
• Appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items in the project budget;
• Written status reporting containing detailed narratives of the progress of the Project at the appropriate times, including final reporting requests;
• Support in completion of financial reporting requirements, including independent audits, as well as an adequate system of accounting and internal controls.
APPENDIX I
HOURLY RATE SCHEDULE

Awarded Contractor shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 5 utilizing the following hourly rate schedule below.

<table>
<thead>
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<th>Position Title</th>
<th>Hourly Rate</th>
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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.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>d/b/a (if applicable)</th>
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<tr>
<td>Street / PO Box:</td>
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<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
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</table>

Website (if applicable):

- Sole Proprietor
- Partnership
- Corporation
- Other

Number of years in business under company's present name: 

Fed Tax ID #: DUNS #

Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: NO: Not Applicable: 

Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: NO: Not Applicable: ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS

Are/will you be properly insured to perform the work? YES: NO: 

Contact for this Contract: Title: 

Phone: Fax: E-Mail: 

Have you ever defaulted or failed on a contract? (If yes, attach details) YES: NO: 

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: 
   - Phone: Fax: E-Mail: 
   - Describe Scope of Work:

2. Company: 
   - Contact Person: 
   - Phone: Fax: E-Mail: 
   - Describe Scope of Work:

3. Company: 
   - Contact Person: 
   - Phone: Fax: E-Mail: 
   - Describe Scope of Work:

4. Company: 
   - Contact Person: 
   - Phone: Fax: E-Mail: 
   - Describe Scope of Work:

5. Company: 
   - Contact Person: 
   - 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: 

24
APPENDIX III

City of Raleigh

Dorothea Dix Park Rocky Branch Enhancement Project

Reference Questionnaire

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 these references is to document the experience relevant to the scope of services and provide assistance 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 their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.
City of Raleigh
274-PRCRDixParkRockyBranch
Rocky Branch Enhancement Project

REFERENCE QUESTIONNAIRE

(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, Kate Pearce via email to kate.pearce@raleighnc.gov no later than February 12th, 2021, at 5:00pm 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 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 principle 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
CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

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 (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, 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  
Engineer  
Attn:  
Telephone:  
P.O. Box 590  
Raleigh, NC  27602

5. **Non-Discrimination**
To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

6. **Minority and Women Owned Business Enterprise**
The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, mwbe@raleighnc.gov, or 919-996-4330.

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
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 COR 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 COR 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:
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, Design Professional 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 Design Professional, the Design Professional’s agents, or the Design Professional’s employees.

B. In matters other than those covered by subsection 10.A, above, and to the fullest extent allowed by law, Design Professional 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 Agreement when the Fault of the Design Professional 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 Design Professional 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, Design Professional shall defend the Indemnified Parties against claims alleged in any court, tribunal,
or alternative dispute resolution procedure if the Fault of the Design Professional or its Derivative Parties is a proximate cause of such claims.

E. The Design Professional’s duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

F. Definitions:

1. For the purposes of this Contract 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.

2. For the purposes of this Contract, 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.

3. For the purposes of this Contract, the term “Derivative Parties” shall mean any of the Design Professional’s subcontractors, agents, employees, or other persons or entities for which the Design Professional 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. **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.

15. **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, 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.

16. **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.

17. **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.

18. **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.

19. **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.
20. **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.

21. **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.
## APPENDIX V
### EXCEPTIONS TO RFQ

Check one: ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFQ. ☐ EXCEPTIONS ARE LISTED BELOW:

<table>
<thead>
<tr>
<th>#</th>
<th>RFQ Page #, Section #, Appendix #</th>
<th>Exceptions [Describe nature of Exception]</th>
<th>Explain why this is an issue</th>
<th>Proposed Alternative</th>
<th>Indicate if exception is negotiable (N) or non-negotiable (NN)</th>
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FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFQ AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm: 
Authorized Signature 
Title: 
Printed Name of Signer 
Date: