



**City of Raleigh**

**Request for Qualification #CP-2019-024**

**Title: Dix Edge Area Planning Study for City of Raleigh**

**Issue Date: December 13, 2019**

**Proposal Opening Date: January 17, 2020 9:00 AM ET**

**Issuing Department: City Planning**

**Direct all inquiries concerning this RFQ to:**

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Planner II  
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## 1.1 Introduction

The City of Raleigh Department of City Planning invites firms to submit qualifications for consulting services to undertake area planning services focusing on land use, development form, transportation, housing affordability and economic development opportunities and urban design analysis and recommendations, as well as public participation and outreach efforts.

The City seeks to engage one urban design and/or planning team to provide specified multidisciplinary technical services for the area identified in Map-1 as the “Dix Park Edge”. A sample scope of work is provided as an attachment. Awarded projects may be funded from a variety of sources and may be subject to Federal Transit Administration (FTA) contracting and reporting requirements. The City of Raleigh may award a contract or contracts to one or more firms based on the selected specialization, geographic area, and funding availability. The City of Raleigh reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

A qualified team of design, planning, engineering, public engagement, and market analysis experts will be selected based on the proven excellence in preparing studies that encompass the following elements:

- Community development planning; including housing affordability
- Land use planning
- Substantive community and stakeholder outreach and engagement; expertise in engaging non-English speaking populations
- Experience with equitable engagement using programs such as the Government Alliance on Race and Equity (GARE) tools preferred
- Analysis of existing water, sewer and stormwater infrastructure
- Urban design and placemaking strategies
- Analysis of environmental conditions
- Analysis of existing transportation conditions and capacity
- Traffic engineering and modeling
- Market analysis and development economics
- Order of magnitude cost estimating for capital projects and implementation strategies

City staff will take the responsibility for executing much of the public outreach strategy, including meeting logistics, social media promotion, conducting initial public information and listening sessions, providing orientation and training for the Confirmation Group (the body appointed by Council to ensure the planning process is reflective of the community) and formatting the final reports. The consultant team(s) will produce technical documents and memoranda, analysis, and plan graphics; final report text and recommendations; and will assist with leading key public meetings/charrettes and civic engagement design and facilitation. Consultant services will be required from the date of a fully executed contract(s) through a 18-month period following Notice to Proceed, or the date of successful completion of performing the tasks and work products defined in this RFQ.

The consultant team(s) must be able to deliver planning services working in collaboration with internal City of Raleigh staff and external parties such as the Dix Park Conservancy, North Carolina State University, NC Department of Agriculture State Farmer’s Market, the North Carolina

Department of Transportation, GoTriangle, Wake County, and the Capital Area Metropolitan Planning Organization, among others.

## **1.2 Project 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 residents. The City works with universities, colleges, residents, 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 residents in the most efficient and cost-effective manner.

The Department of City Planning provides accurate, timely, and comprehensive data, analysis, policy development, real estate, and design services to the public, City Council, boards and commissions, and other departments. The Department’s mission is to guide development and conservation for a healthy and prosperous Raleigh.

The Department of City Planning provides three main planning services (comprehensive planning, design and implementation, and regulation) as well as real estate services. Comprehensive planning—including corridor, area and neighborhood planning processes—supports community involvement and visioning for future growth and development throughout the city. Design and implementation focuses on bringing these planning efforts to fruition through design services and project planning. Regulation functions include managing requests for zoning map changes, variances from development standards, annexations, and other regulatory processes to ensure that current development meets the intent and standards identified in the unified development ordinance. The Department also provides real estate services, including property acquisition and disposition, deed research and real property lease management services to the city.

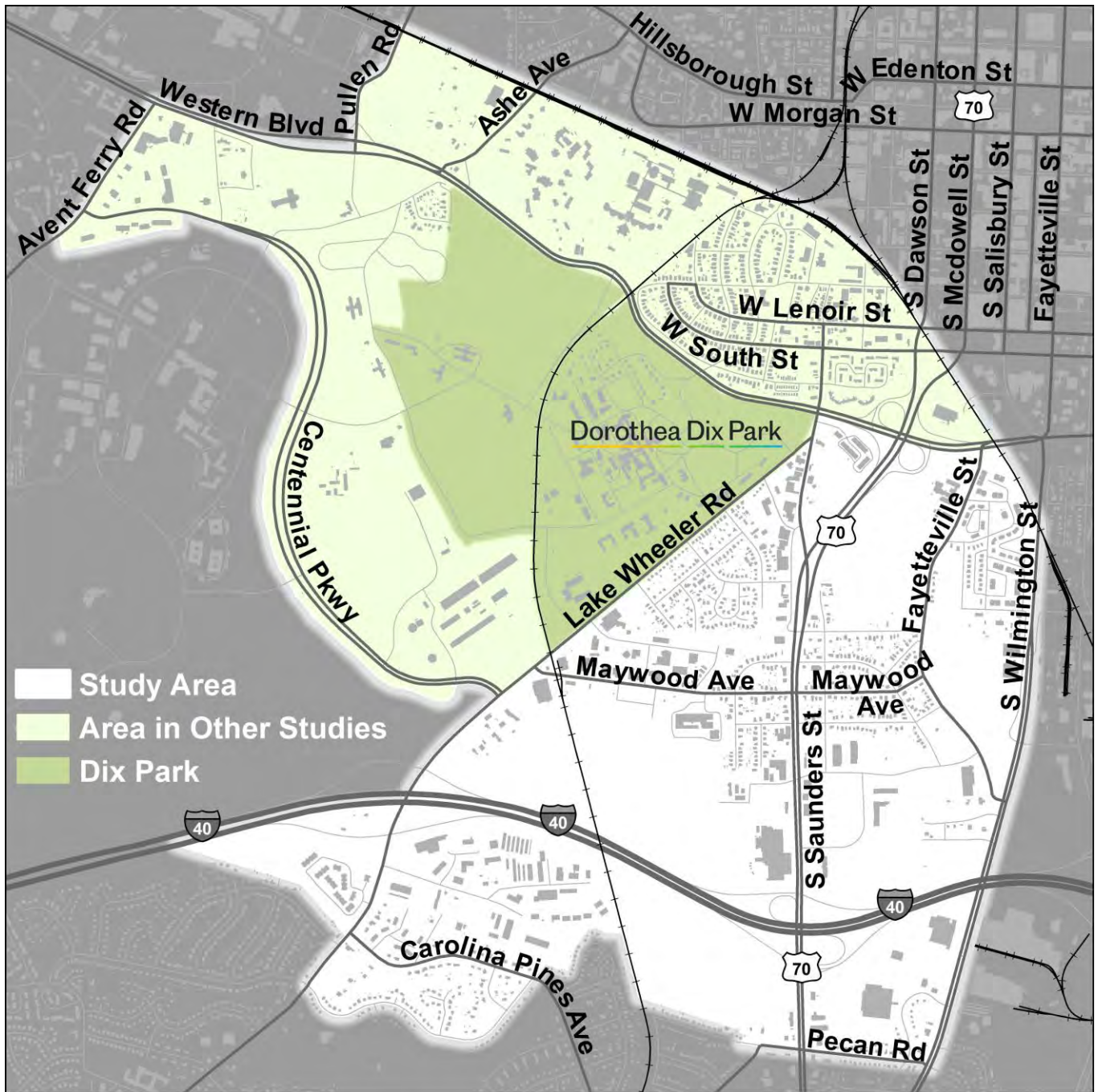
In July of 2015 the City of Raleigh acquired the 308 acres of the Dorothea Dix Park Campus from the State of North Carolina with the goal to develop a master plan for a park that will serve as a local and regional destination. A robust public engagement process was undertaken over the past two years to create “a park built for everyone, by everyone”. The implementation of the Dix Park Master Plan, the plans for Bus Rapid Transit (BRT) along Western Boulevard, the area’s designation as an opportunity zone and other regional growth pressures will have an impact on the surrounding communities, and the goal of the Dix Edge Study is to explore issues and opportunities related to transportation, transit, the naturally occurring affordability in the area and how the surrounding communities may be impacted by the large scale investment planned for the park. The study area is shown in the map of Raleigh on page 6. More detailed maps are in Appendix C: Supplemental Maps.

### 1.3 RFQ Response Timeline

The RFQ process shall adhere to the following schedule:

<i>RFQ Release</i>	<i>December 13, 2019</i>
<i>Deadline for questions</i>	<i>December 20, 2019</i>
<i>Questions answered and available</i>	<i>January 3, 2020</i>
<i>Deadline for proposal submission</i>	<i>January 17, 2020</i>
<i>Review of proposals</i>	<i>January 17, 2020 – January 31, 2020</i>
<i>Consultant shortlist contacted, Interviews (if needed), and Selection</i>	<i>February 5, 2020– February 12, 2020</i>
<i>Recommendation to City Council</i>	<i>March 2020</i>
<i>Contract negotiations</i>	<i>March 2020</i>
<i>Award contract</i>	<i>April 2020</i>
<i>Public kickoff</i>	<i>May 2020</i>

Map 1: Dix Park Edge Study Area



## 1.4 Proposal Questions

Upon review of the RFQ documents, Proposers may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Proposal Questions process, proposers shall submit any such questions by the above Proposers Written Questions due date and time. All questions must be submitted in writing via email to the RFQ Manager ([sara.ellis@raleighnc.gov](mailto:sara.ellis@raleighnc.gov)) no later than the due date noted above. Please include in the subject line: "Dix Edge Area Planning Study for the City of Raleigh."

A summary of all questions and answers will be posted on the internet as an addendum, located under the RFQ #CP-2019-024 being modified and will be emailed to applicants who have already received the full RFQ by September 7, 2019.

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

## 1.5 Submission of Qualifications and Contact Information

Offeror's RFQ response package shall be limited to twenty (20) 8 1/2" x 11" double sided pages, for a total of no more than forty (40) printed pages (front/back covers, Table of Contents, tab pages and resumes are excluded from these totals). Double-sided with page numbers is preferred.

Proposers must submit one (1) signed original plus one (1) electronic version and two (2) copies, of the RFQ proposal for Area and Corridor planning studies for City of Raleigh, Department of City Planning, signed proposal. The electronic version of the qualifications must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Compact Disc-Read Only Memory (CD-ROM) disc or on a flash drive, with the proposal. Proposal must be enclosed in a sealed envelope or package and clearly marked: #CP-2019-024. Both hard copy and electronic versions must be received by the City on or before (4:00) PM EST on the RFQ Due Date of September 20, 2019. Deliver proposals to the following mailing / physical address:

RFQ NO. CP-2017-024 Raleigh Department of City Planning Attention: Sara Ellis One Exchange Plaza, Suite 300 Raleigh, North Carolina 27601
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Proposals received after the "RFQ Due" deadline above will not be considered. The outside of the submittal package and any CD-ROM must be clearly marked with the RFQ number. The City reserves the right to reject any or all qualifications for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the proposal. Contractors must respond to the entire request for #CP-2019-024. Any qualifications received by the City that are incomplete in their responses will be immediately disqualified.



## **1.6 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 submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

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 Request for Qualifications.

## **1.7 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer 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 Proposer even if the awarding authority for each entity has formally accepted a recommendation.

## **1.8 Acceptance**

Submission of any proposal indicates a consultant's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal. Furthermore, the City of Raleigh is not bound to accept a submittal, and further, 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, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Raleigh's best interests to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

## **2. PROPOSALS (STATEMENT OF QUALIFICATIONS)**

### **2.1 Request for Qualifications Document**

The RFQ is comprised 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.

Responses must follow the format outlined herein. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover letter/ Letter of Intent
2. Background and Experience
3. Participation Methods and Stakeholder Consensus Building
4. Example Scope, Project Understanding, Approach and Schedule
5. Team Organization, Experience and Certifications/Qualifications
6. Current Workload
7. Rate Schedule (unit pricing/hourly rates only; not an evaluation criteria; please enclose in separate envelope)
8. Technology
9. Financial Statement
10. Pending Lawsuits

#### **1. Cover Letter/ Letter of Intent**

Introduction Letter with intent as it may pertain to the Request for Qualifications

#### **2. Background and Experience**

This section shall include background information on the organization and should give details of experience with similar projects. Applicants should provide background information on at least three projects for which the Consultant and/or a Consultant team's firm was primarily responsible for conducting projects with similar scope of work. Each summary should include the following, as applicable:

- Description of the project including scope and rank order if seeking award of more than one project.
- Description of services of the Consultant or team firm.
- List either prime consultant or sub consultant on project.
- Associated firms involved and their assigned responsibilities.
- Key principal and associated staff involved, along with the staff assigned responsibilities.
- Project schedule (initial schedule and actual/final schedule), including an explanation of delays, if any.
- Description of role in internal stakeholder coordination and public outreach approach.
- Experience planning for diverse and inclusive communities, using models such as the Government Alliance on Race and Equity (GARE).
- Experience planning for diverse and inclusive communities.
- Project references including names, addresses, and telephone numbers.

A list of five (5) references (including contact persons and telephone numbers) for which similar work has been performed shall be included, and the list shall include all similar contracts performed by the Proposer in the past five years. The evaluators will randomly select

at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Proposer's proposal. The evaluators may check all public sources to determine whether Proposer has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Proposer's performance of those contracts and the information obtained may be considered in evaluating Proposer's proposal.

### **3. Participation Methods and Stakeholder Consensus Building**

Consultants should demonstrate previous examples of successful engagement techniques and outreach strategies involving multiple internal and external stakeholder groups. Consultants should highlight any work with governmental agencies, successful examples of building consensus within multiple departments of an organization, and experience with public involvement including conducting public meetings, social media, online process, public facilitation techniques, and other innovative public process involvement.

### **4. Example Scope, Project Understanding, Approach, and Schedule**

This section shall include, in narrative, outline, and/or graph form the Proposer's 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. Consultants should demonstrate the following:

- Demonstration of resolving conflicts and building consensus among large and diverse stakeholder groups.
- Demonstration of experience working with diverse groups including age, race, gender, disability and other historically underrepresented groups in traditional planning processes.
- Past experience in facilitating community engagement, and community conversations about gentrification, equitable development and growth.
- Process of evaluating the internal stakeholders, public stakeholders and departmental program needs.
- Process for gathering data and defining the goals and vision for the Dix Edge project area.
- Process for identification of base conditions evaluation of alternatives for land use, zoning policy, comprehensive plan amendments and capital projects.
- Process for evaluating and providing affordable housing targets in relation to the City's goal of providing 570 affordable units a year for the next 10 years.
- Realistic plan for completing the planning process in the timeframe desired by the City.
- Past experience and knowledge of working with governmental agencies.
- Personnel, management tools, techniques, and procedures used to maintain project schedules.
- Proposal for schedule, management and conduct of internal stakeholder involvement and coordination.

### **5. Team Organization, Experience and Certifications/Qualifications**

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project(s). 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 resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, consultants should include:

- Team organizational chart showing all firms, contractual relationship between firms and names of specific staff proposed for the project with their titles.
- Specific responsibilities should be listed for all team members assigned to the project(s). The description of responsibilities shall include the estimated percentage of the total project(s) that is to be completed by each individual team member.
- Demonstration of diverse team of staff members.
- Pursuant to General Statutes of North Carolina Sections 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 proposal, and how that participation will be achieved. Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females. Consultants should demonstrate how they will meet this requirement.

## **6. Current Workload**

In this section please list current projects and schedules for completion. Listing of current projects of your firm's current work load, list whether you are the prime or sub-consultant, percentage of the project complete and schedule for completion.

## **7. Rate Schedule (Unit pricing/ hourly rates only)**

Hourly rate schedule for all personnel who will work on the Project. Compensation will be negotiated with the Consultant. Hourly rates should be provided in a separate, sealed envelope and should not be included with the rest of the proposal.

## **8. Technology**

Technology requirements should generally include: Adobe Design Suite, Geographic Information Systems (GIS), CAD software, programming, project management and scheduling software. Consultants should use this section to also list any innovative strategies and creative processes that is used as a tool for successful project planning.

## **9. Financial Statement**

The offeror shall provide the following 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).

OR

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), performance bond, 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.

'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 shall 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 Proposer's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Proposer's proposal and rejection is more likely to occur if other Proposers provide financial documentation in compliance with the foregoing provisions. Proposers are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE PROPOSER COMPLIES WITH SPECIFICATIONS OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

## **10. Pending Lawsuits**

Listing of any pending or settled lawsuits in which the Consultant or team firm was involved during the past five years.

## 2.2 Evaluation Criteria

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

Criteria	(a) Weight	(b) Score (0-4)	(a) x (b) Weighted Score
Firm Background and Experience	15		
Understanding and Approach	20		
Team Organization and Experience	15		
Diversity and Inclusion	20		
Project References	15		
Current Workload	15		
<b>Final Score</b>			

### Score Points

- |  |                        |
|--|------------------------|
| 1 - Missing or Does Not Meet Expectation | 3- Meets Expectation   |
| 2 - Partially Meets Expectation          | 4- Exceeds Expectation |

Qualifications will be evaluated based on, but not necessarily limited to, the following criteria:

- A. Proposed design approach for the project.
- B. Demonstrated experience in facilitating public meetings with diverse groups of stakeholders.
- C. Demonstration of an understanding of the area and context of the project location.
- D. Project personnel qualifications.
- E. Specialized or appropriate expertise in the type of project.
- F. Past performance of the lead consulting firm, subconsultants, and members of the project team on similar projects.
- G. Adequate and experienced staff and proposed team for the project.
- H. Level of MWBE participation.
- I. Team organization and structure.
- J. Recent experience with successfully maintaining project schedules and budgets.
- K. Current workload and firm capacity.
- L. Demonstration of a project record free of significant technical problems and litigation resulting from errors or omissions.

## 2.3 Final Selection

Proposals will be reviewed after opening and will be ranked in order by the selection committee based upon the "Evaluation Criteria" noted in Section 2.2 of this document. The recommendation will then be presented to the City Manager or City Council for approval to negotiate a contract with the #1 choice and, if unsuccessful, to then pursue negotiations with the #2 choice. All Proposers will be notified of their standing immediately following City's decision. The City reserves the right to make an award without further discussion of the proposal submitted. The

City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFQ may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh.

Following the City Manager’s or City Council’s approval to negotiate with the recommended consulting firm, the City will begin negotiations. In the event negotiations of specific contract terms, conditions and fees prove unsuccessful with this firm, the City will begin negotiations with the second most qualified firm. The City Manager will award a contract based upon successful negotiations.

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

**Selection Timeframe**

<i>RFQ Release</i>	<i>December 13, 2019</i>
<i>Deadline for questions</i>	<i>December 20, 2019</i>
<i>Questions answered and available</i>	<i>January 3, 2020</i>
<i>Deadline for proposal submission</i>	<i>January 17, 2020</i>
<i>Review of proposals</i>	<i>January 17, 2020 – January 31, 2020</i>
<i>Consultant shortlist contacted, Interviews (if needed), and Selection</i>	<i>February 5, 2020– February 12, 2020</i>
<i>Recommendation to City Council</i>	<i>March 2020</i>
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<i>Award contract</i>	<i>April 2020</i>
<i>Public kickoff</i>	<i>May 2020</i>

**2.4 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 comply with all requirements and specifications herein. Proposers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

**3. SCOPE OF SERVICES**

The project scope of work is attached to this RFQ as a sample (See Appendix A).

**4. CONTRACT TERMS**

**4.1 Non-discrimination**

To the extent permitted by State 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 to 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.

#### **4.2 Minority or Women Owned Businesses**

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-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 proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females. However firms are encouraged to identify MWBE businesses participation in their proposal above the minimum standard requirements.

#### **4.3 Assignment**

The Contract may not be assigned without the express written consent of the City.

#### **4.4 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 the Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

#### **4.5 Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the 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 of Raleigh 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 City of Raleigh 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.

#### **4.6 Indemnity**

Except to the extent caused by the sole negligence or willful misconduct of the City, the Engineer shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Engineer in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Engineer shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses

on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

#### **4.7 Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor 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 Contractor.

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 Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

#### **4.8 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.

#### **4.9 Advertising**

The Contractor 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.

#### **4.10 Cancellation**

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor 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 Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor 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 Contractor under this section exceed the total amount due to Contractor under this Contract. The Contractor 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 Contractor 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.

#### **4.11 Laws/Safety Standards**

The Contractor 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.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor 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 contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

## **4.12 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 Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor 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. Contractor 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.

## **4.13 Miscellaneous**

The Contractor 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 Contractor 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. Contractor 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.

## **4.14 Right of Audit and Examination of Records**

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.

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.

“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.

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.

Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

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.

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.

#### **4.15 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.

#### **4.16 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a council, elected office, department, division or committee sanctioned by and/or governed by the City of Raleigh or its' partnering agencies.

Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City OF Raleigh, in consultation with legal counsel, may reject their proposal.

#### **4.17 Iran Divestment Act**

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.

#### **4.18 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 A: Project Background

### Background: Other Planning Efforts

Several planning projects are already complete, underway, or anticipated in the vicinity of Dix Park. Each is outlined here with information about the scope and timeline of the project. An attached map labeled “1. *Related Plans*” illustrates Dix Park, its edges, and ongoing and completed planning projects in its vicinity. An attached table located in Appendix D, labeled “*Combined Plans Schedule*” illustrates the timeline for completion of the seven nearby studies.

[Dorothea Dix Park Master Plan](#) – Complete. This Parks, Recreation, and Cultural Resources Department-led process is planning for the future of the 308 acres in the park proper. The process began in July 2017 and was adopted by Raleigh City Council in February 2019.

[Southern Gateway Corridor Study](#) – Complete. This three-mile corridor encompasses the Fuller Heights and Caraleigh neighborhoods along the eastern boundary of Dix Park. The study effort primarily focused on improving connectivity and accessibility along S. Saunders and S. Wilmington Streets. The study included a variety of recommendations including exploring redevelopment opportunities along Lake Wheeler Road to complement the future Dix Park and developing a range of housing types to complement, not compete with the current developing neighborhoods. This plan kicked off in March of 2015 and was adopted by City Council in February of 2017. Action items in the plan call for additional study and planning for the residential neighborhoods in the project area. Council’s August 21 request is advancing this approach.

[Downtown Transportation Plan](#) (previously Downtown Operations Study) – Complete. The plan produced recommendations for the multi-modal network within the downtown Raleigh and identified routing alternatives for the Bus Rapid Transit (BRT) corridors. This process began in March 2018 and was completed in June 2019.

[Avent Ferry Road Corridor Study](#) – Ongoing. This corridor study encompasses Avent Ferry Road from Western Boulevard to Tryon Road. The study will produce recommendations for streetscape improvements, land use, and urban form. The project report, including recommendations of the study, was presented to City Council in July, with a public hearing scheduled for September 2019.

[Western Boulevard Corridor Study](#) – Beginning. This Department of City Planning led effort kicked off internally in July of 2019. The goal of this project is to develop location-specific transit supportive policies (that may be applicable citywide) and to study potential implementation strategies for the western leg of Wake Bus Rapid Transit (BRT) program. The study is anticipated to take about 18 months and will be coordinated with the Town of Cary Multi-Modal Center and Downtown studies along with City of Raleigh’s Wake County Transit Plan BRT implementation efforts. The scope of the study area includes the easternmost segment of Western Boulevard adjacent to Dix Park and will have an impact on circulation and access for Dix Park’s northern edge. The BRT design component for the western BRT corridor will follow the work completed by the corridor study. Therefore, from a transportation and multi-modal access perspective, it will be important for the Dix Edge study to coordinate with the Western Boulevard Corridor

Study and the future Western Boulevard BRT study to communicate any access recommendations identified through the study process.

**NC State Farmers Market Master Plan** – Complete. The Dix Park Conservancy and NC Department of Agriculture have partnered together to initiate a master planning process for the State Farmers Market. Located along the southwest edge of the park, this planning effort offers opportunities for programmatic collaboration between the park and the market. The study will address circulation and the relationship of intense commercial uses such as produce distribution adjacent to the Dix Park campus. While the study has been completed, funding has not yet been identified for implementation and a timeline has not been set.

**NC State University Physical Master Plan** – Various. The University Physical Master Plan saw its last update in 2014 and addresses the entire institution: North, Central, South, and Centennial Campuses. Spring Hill is the portion of Centennial Campus located north of Centennial Parkway closest to Dix Park; the university has indicated that they will be focusing on planning for this area of the campus soon.

**West Street Extension Implementation** – Future. The city has been evaluating street connectivity around the Boylan Wye railroad junction as far back as the 1960s. The environmental documentation is complete and engineering will begin soon. This project will improve connectivity for pedestrians and vehicles across the Wye and support increased access demand associated with Raleigh Union Station. The project is as important as ever now that Union Station is open and the Downtown Transportation Plan is advancing implementation of Bus Rapid Transit (BRT) downtown. Located in downtown and just northeast of Dix Park, this project could facilitate important connectivity between downtown and the park.

These studies generally address the perimeter of Dix Park, except for the southeast edge of the park along Lake Wheeler Road. City Planning staff recommends that any new effort focus on the southeast edge of the park along Lake Wheeler Road with an emphasis on the Fuller Heights, Caraleigh, and Caraleigh, and Carolina Pines communities.

A detailed study and analysis of alternatives to shape the vision of the communities southeast of Dix Park should include goals based on the planning issues identified in this Scope of Work. Implementation of this vision will include public-private partnerships to achieve housing needs, land use plan and zoning changes, streetscape investments, new street cross sections, right-of-way acquisition, and other capital projects. The planning process and outcomes will be grounded in equity to ensure that the “Park for Everyone” is likewise surrounded by communities for everyone.





## Appendix B

### Dix Edge Area Study Draft Scope of Work

The draft scope outline below begins with a robust public information and education campaign. This initial phase will emphasize educating neighborhood liaisons on planning and development and empowering them to distill complex issues back to their community. Enabling a core group of community liaisons to guide the planning effort and assist in engagement will help to ensure an authentic and fruitful process. Following the initial effort focusing on public information, project scoping and inventory and analysis work will be conducted by city staff and project consultants. These initial phases will be called *Preparation Phases* and will comprise public outreach and information sharing.

Considering time as a variable that compounds barriers to housing affordability and acknowledging the increasing demand for real-estate in the study area, this planning process will include multiple rounds of recommendations reporting. Traditionally, the final recommendations of a planning effort are delivered to City Council in a single package at the culmination of a study. For the Dix Edge Area Study, staff proposes a rolling deliverables schedule that will focus on near-term, mid-term, and long-term strategies for Housing Affordability, Land Use, Transportation, and Public Design. These will be called the *Action Phases*. This approach will allow for Council to act swiftly and decisively on individual plan components.

Each of the Action Phases will include a series of public meetings and a survey to gauge public perception of how the recommendations addressed the issues and opportunities facing the study area. The recommendations of the Action Phases may include:

- Affordable housing targets and tools
- Scope of future transportation projects and studies
- Identification of other important capital projects
- Zoning recommendations
- Renderings and sketches of proposed improvements and possible development outcomes
- Related Comprehensive Plan amendments, including changes to the Future Land Use Map, Street Plan Map, Urban Form Map, Long-Term Bikeway Plan, Greenway Plan, Future Transit Service Map, and Park Search Areas Map.



## **Preparation Phase 1: Public Information**

Residents have the right to help shape the future of their city, and the planning process is a primary means of doing so. A successful public information and outreach effort lies in the ability to create deep and meaningful connections between the community and city planners.

### Task P 1.1 Neighborhood Liaison Selection

A group of neighborhood liaisons will be tasked by City Council with facilitating public input and ensuring that the final plan aligns with the input received during the process. Long-time residents, newcomers, large land holders, owners and renters alike, comprised of a diverse representation of age, race, ethnicity, sex, familial status, and economic background, should be included. It is quintessential to the success of this process that the liaison group represent to the fullest extent the demographic makeup of the community to ensure that the planning process and final recommendations reflects their collective values.

### Task P 1.2 Liaison Process Orientation and Technical Training

To become better arbiters of community outreach, the liaison group will be trained in group facilitation. A series of workshops to build communication and facilitation skills will help prepare these community leaders for their role in the planning process ahead. These workshops will be designed and facilitated by the plan consultant. In addition to skills in facilitation, the liaison group will also receive technical training in planning and development. A crash course curriculum emphasizing public policy formulation, North Carolina legal framework for city planning, real estate market economics, development finance, and public policy implementation will be developed to immerse the liaison group in the technical realities of planning and development in North Carolina. Newly equipped with facilitation skills and a practical understanding of policy constraints and opportunities, the neighborhood liaison group will be better prepared for the process ahead.

### Task P 1.3 Outreach and Listening Sessions

Frank conversations about inevitable neighborhood change based on regional growth pressures, the areas designations as an opportunity zone, and the city's investment in BRT and Dix Park should be the core of these conversations. This information should be presented in a format and language that is accessible to the public, with minimal jargon and technical language. These conversations should include a series of at least three public meetings at various times and locations throughout the study area.

*Meetings: Liaison Group Orientation, Liaison Group Training, Outreach and Listening Sessions (x3)*

*Deliverables: Outreach and Listening Sessions Summary Report*

*Role of the Consultant: Neighborhood Liaison Selection & Training*



## **Preparation Phase 2: Project Scoping**

Staff will prepare a basic report (briefing book) that contains background information and existing conditions on the study area. This book will not include a detailed inventory, which is reserved for Phase 3, but will include base maps and general information about the corridor, its history, and the overall project.

### Task P 2.1 Stakeholder Group Sessions

The first step will be to convene an initial meeting of the internal and external working group to review the scope and conduct a debrief of all known projects, issues, and opportunities in the study area. This meeting will include representatives from relevant City of Raleigh Departments, NCDOT, Dix Park Conservancy and any other agencies who might have a stake in the outcome of the study.

### Task P 2.2 Visioning

Public workshops will be held in a venue in the study area in order to brainstorm ideas and develop guiding principles for the study. Participants will be invited to review the potential scope and baseline data report in advance, and copies will be available at the meeting. A brief presentation of the potential scope and existing conditions will be followed by a facilitated discussion to address the issues, opportunities and vision for the study area. Participants will be asked to use maps to identify issues and opportunities. The outcome of the workshop will be: a finalized scope, a list of study priorities, acceptance of the study area limits.

### Task P 2.3 Revised Scope

Based on the results of the visioning workshop, a revised scope of work will be published and will serve as the scope for the remainder of the project.

*Meetings: Stakeholder Sessions, Visioning Workshop (x3)*

*Deliverables: Briefing Book, Refined Scope, Visioning Workshop Summary Report*

*Role of the Consultant: Meeting facilitation*

## **Preparation Phase 3: Inventory and Analysis**

The Inventory and Analysis phase is intended to provide the factual and analytical basis for the remainder of the planning effort. It will cover the major physical systems comprising the study area including land capacity analysis, market analysis, and traffic analysis.

### Task P 3.1 Naturally Occurring Affordable Housing

An inventory of housing stock, naturally occurring affordable housing, and subsidized affordable housing in the Fuller Heights, Caraleigh, and Carolina Pines communities should be conducted to have a baseline understanding of the existing affordable housing and potential needs.



### Task P 3.2 Transportation Conditions

Traffic count and accident statistics will be compiled for the study area. Transit data will include ridership, the locations of all GoRaleigh stops, and board and alighting data, where available. In order to scope important pedestrian projects, pedestrian network distances connecting important destinations that considers crossing safety should be included. A bicycle level of traffic stress analysis that considers network distance from various important destinations should be included.

### Task P 3.3 Environmental Conditions

Environmental conditions will be summarized in narrative and map form. These will include the extent of floodplains, hydrology, impervious land cover, riparian buffers, open space, water quality and health of streams and noise, any known or suspected contaminated sites, tree canopy, ecology and habitat.

### Task P 3.4 Infrastructure

Maps of water, sewer and stormwater and green stormwater infrastructure will be prepared. The narrative will discuss any known deficiencies as well as planned or needed projects.

### Task 3.5 Economic and Market Analysis

A snapshot of recent and current real estate market conditions will be prepared to understand the demand for future development in the area, and balance that demand with the needs and concerns of the community.

### Task P 3.6 Zoning & Land Use Policy

The neighborhoods closest to Dorothea Dix Park are mostly zoned Residential-6, a primarily single-family district. Commercial areas are mostly mixed-use zoning, primarily industrial, with a height limit of 3 stories. The Comprehensive Plan maps higher intensity land use categories over many of these areas, but rezoning would be necessary to achieve this land use vision. The large gap between existing zoning and aspirational land use creates the entry-point for the City to play a major role in working out the public benefits, including affordable housing, that would accompany an increase in permitted intensity. To better understand these issues a capacity analysis should be conducted that would examine the disparity between existing zoning entitlement and potential zoning entitlement based on the FLUM guidance.

### Task P 3.7 Urban Design Inventory

A qualitative assessment of urban design features in the study area, including public realm inventory, landscape typology, viewshed, cultural and historic resources, cognitive mapping, and built environmental characteristics should be included. This may also include case studies of similar cities to see large scale investment in regional parks.



### Task P 3.8 Issues and Opportunities Report

A report summarizing the Tasks P 3.1 – P 3.7 will be prepared. Based on the inventory results, a set of issues, opportunities, and constraints will be identified. This report will be the Preparation Phase 3 work product.

*Meetings: Working group meetings to refine the inventory (x2)*

*Deliverables: Issues & Opportunities Report*

*Role of the Consultant: Creation of the Issues & Opportunities Report*

### **Action Phase 1: Phase Now – Policy and Regulation**

This phase will formulate community-based land use and urban form policy, affordable housing policy, and regulatory changes that City Council can adopt in the immediate future. As changes to policy and regulation can be made with little to no investment and is not constrained by the annual budgeting process, action can be taken quickly to realize and set in motion a community vision for the Dix Edge area. A series of public meetings will be held to facilitate various workshop activities.

#### Task A 1.1 Public Workshops

A series of workshops will be held to present the results of the detailed inventory and analysis. The workshops will focus on potential redevelopment outcomes, displacement, and strategies for equity in policy and regulatory changes. Land use should play a vital role in these workshops emphasizing the tradeoffs of development types and community impact. The outcome of the workshops will be used to generate discrete planning alternatives and housing strategies.

#### Task A 1.2 Affordable Housing Summit

A summit of local and regional market rate and affordable housing developers and government agencies should be held to discuss the challenges for development in the neighborhoods closest to Dix Park. The discussion should include identifying the opportunities to apply tools at the city's disposal for affordability.

#### Task A 1.3 Workshop and Roundtable Summary and Alternatives Report

The results of the workshops and summit will be compiled in a summary report. Recommendations will be delivered to City Council for consideration for early action.

*Meetings: Public Workshop (x2), Affordable Housing Summit*

*Deliverables: Phase Now Summary, Policy and Regulatory Recommendations*



## **Action Phase 2: Phase Soon – Small-Scale and Near-Term Projects**

This phase will comprise recommendations for strategies for near term affordable housing initiatives and projects and small-scale capital improvements projects. A series of public meetings will be held to facilitate various workshop activities to incorporate the community's vision small-scale and near-term projects.

### Task A 2.1 Workshops

Two workshops will be held to present the results of the Issues and Opportunities Report. The outcome of the workshops will be used to generate near-term affordable housing initiatives and projects like land disposition or RFPs for affordable housing. These workshops are also intended to focus on small scale capital improvement projects like sidewalk and greenway extensions.

### Task A 2.3 Workshop Summary and Alternatives Report

The results of the workshops will be compiled in a summary report and recommendations will be delivered to City Council for consideration.

*Meetings: Workshop (x2)*

*Deliverables: Summary, Phase Soon Recommendations*

## **Action Phase 3: Phase Later – Large Scale Projects and Streetscape Design**

A series of public meetings will be held to consider and evaluate large scale projects, transportation improvements, and public realm design.

### Task A 3.1 Public Workshops

A series of workshops will be held to present the results of the detailed inventory and analysis. The workshops will focus on large scale capital improvements and public real design. The outcome of the workshops will be used to generate recommendations for large-scale capital improvements projects and a custom streetscape plan.

### Task A 3.2 Community Preference

The recommendations generated will be presented at a series of community meetings. An in-person and online preference survey will be used to capture the public opinion on proposed alternatives.

### Task A 3.3 Summary and Alternatives Report

The results of the meetings and community preference survey will be compiled in a summary report and recommendations will be delivered to City Council for adoption.

*Meetings: Community Meeting (x2)*

*Deliverables: Phase Later Summary, Capital Improvement Recommendations and Streetscape Design*



### **Reflection Phase**

The final phase of the project will result in a final accounting and summary report for City Council adoption with a focus on evaluation of how the suite of approved recommendations addressed the issues and goals identified at the outset of the study, summarizing all the work and findings from the prior phases.

### **Timeline**

The study is estimated to last approximately 16 months from project initiation to delivery of the final Action Phase Deliverables the City Council and Planning Commission, however the timeframe may be extended depending on the need or direction from City Council. The proposed time frame for this study should permit ample time for both the production to occur within City departments, and outreach to the public, affected property owners and residents.



Raleigh

MEMO

TO: Ruffin L. Hall, City Manager

FROM: Ken Bowers AICP, Director; Sara Ellis, Planner II

DEPARTMENT: City Planning

DATE: November 22, 2019

SUBJECT: Dix Edge Area Study

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### **Purpose**

**To provide a detailed outreach plan as a supplement to the amended draft scope for the Dix Edge Area Study.**

At the September 10, 2019 Council work session Council Member Crowder made a request for planning staff to amend the draft scope for the Dix Edge Area Study that would provide additional detail on the outreach and engagement plan for the study to ensure equitable and holistic community participation is at the foundation of the planning process.

### **Equitable and Holistic Community Outreach**

**The outreach and engagement plan for this study will be different from what has been done through previous planning processes. The process includes community led walking or bus tours, a monthly newsletter, a storefront office space for the community to engage and a variety of other elements detailed below and in the project scope.**

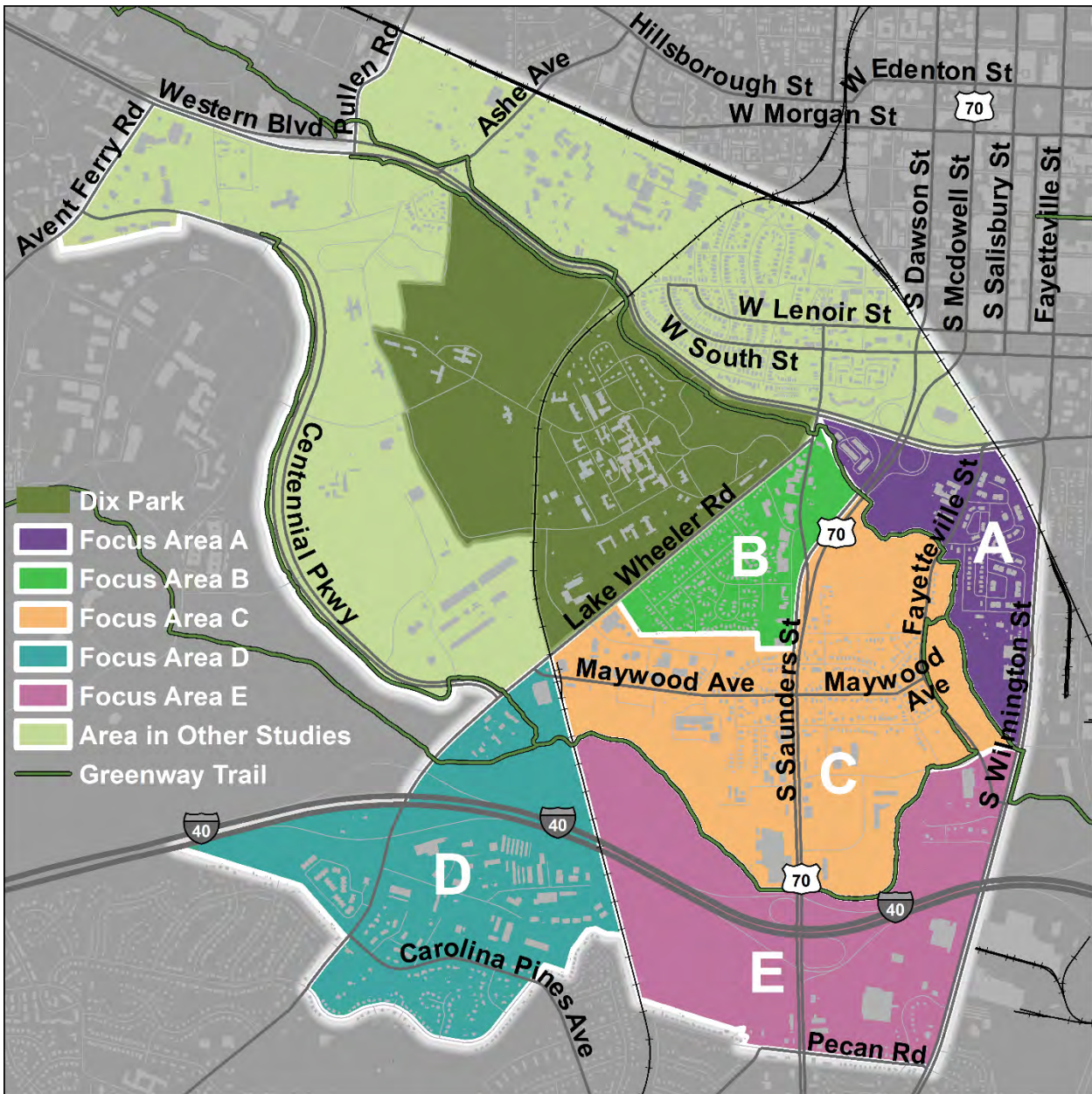
The scale of investments in and adjacent to the study area, combined with the barriers to affordable housing and real estate demand in the area necessitate a comprehensive and different approach to outreach that encompasses all members of the community. The engagement plan will begin with smaller conversations that focus on the unique communities within the study area. Staff recommends five subcommunities be identified to allow opportunities for engagement to be evenly spread throughout the region. These smaller community conversations will allow for intimate conversations about the complex and challenging topics of growth, change, affordability and equity in the area. These conversations will build a strong base for understand across communities with the goal of not only hearing from community members but letting them hear from and understand one another.

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222 West Hargett Street  
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1 Exchange Plaza, Suite 1020  
Raleigh, North Carolina 27601

City of Raleigh  
Post Office Box 590 • Raleigh  
North Carolina 27602-0590  
(Mailing Address)





- **Community led walking/biking/bus tours.** Ideally led by a community leader a tour of the area would kick off the process and help build the community asset book. These tours will take place using multiple modes of transportation; walking, biking or bus for those for whom walking or biking pose a mobility challenge.

### How will we communicate?

- **Monthly newsletter.** This will be a publication available on the project page, sent out via GovDelivery and mailed out to interested stakeholders once a month. The newsletter will contain background information on the project, and updates so stakeholders can easily pick up a copy and see what's going on. This can also be distributed to interested area businesses.
- **Bi-lingual materials** will be available throughout the process, and at least one meeting will be held entirely in Spanish.
- **Branded swag.** At the beginning of the planning process we will work with the community to create a logo or other iconic image that will be used on all our materials. We will use a portion of the budget to purchase materials such as stickers, yard signs and other materials designed to enhance visibility.
- **Billboard Rental.** I-40 runs through the study area, and has a number of billboards that are highly visible. The study would rent advertising space on a billboard. S. Saunders Street also has billboards.
- **Press Releases.** We will provide press releases in English and in Spanish to the local area papers, as well as to local radio stations.

### How will we ensure everyone has an opportunity to participate?

- **Pop-up office space** located in the study area. An area store front will be secured for the duration of the study that will be staffed during regular intervals and serve as a location for the public to drop in to provide feedback, look at project materials and talk to planning staff. This space will rotate throughout the study area to allow for a greater ease of accessibility.
  - Potential locations can include the Washington Terrace community room, the Washington Elementary Boys & Girls Club, Oak City Cares, area churches and others.
- **Childcare and meals.** Meetings will all have childcare and full meals provided, to lower the barriers to participation for the public.
- **Free bus or Citrix cycle passes** will be provided to community members interested in attending the meetings.
- **Drop boxes** for public comments in public locations throughout the study area. The locations will be determined based on space availability, but locked drop boxes will be located in area parks or other public spaces for the public to anonymously drop input on the project off at convenient locations where they will already be.
- **Planning with youth.** will be an additional element to gather input from a group who is traditionally left out of the planning process. This element will rely heavily on the availability of the staff at Washington Elementary School and the Washington Elementary Boys & Girls Club. Youth are often the only stakeholders who are not at the table, but may benefit from the plan recommendations that are often years out. This element will include planning charette type activities where the youth drive the conversation.

### How will we reach the community?

- **Door to door outreach**, the planning team will partner with an area university to solicit and train volunteers for door to door canvassing to ensure that every person in the study area is aware of the project, and feels that their opinion and needs are important.
- **Survey bus riders**, planning staff will ride the bus lines that pass through the study area (GoRaleigh routes 7 & 21) and offer the opportunity to take the survey using Ipads.
- **Greenway outreach via bicycle**, project staff will conduct outreach along the greenway trails in the study area.
- **Community led meetings**. Training for community leaders to run the meetings and facilitate the conversations. While City Staff traditionally facilitates the public meetings, this process will have a training element for community leaders to empower them to lead the conversation around the planning in the area.

### For the Community by the Community, what will we create?

- **Community asset book**. This will be one of the first deliverables in the planning process, and a foundation on which we will continue our process. We will create an asset book that highlights all the elements the community love about where they live and what makes it home.
- **Community Led History**. This area has a number of unique assets, and we understand will likely undergo significant change with the coming investments. A community led history project can take place through oral storytelling, and culminate in a document or video that documents the rich history of the area through the eyes and ears of the community.

### Project Background

**Planning staff were directed in August of 2018 to provide options for a planning study that would address the neighborhoods and major development sites surrounding Dix Park. In June of 2019 a budget note was approved to authorize a planning study.**

During the August 21, 2018 City Council meeting Council Member Crowder requested that staff report back on a planning process that would address the neighborhoods and major development sites surrounding Dorothea Dix Park, anticipating increased development pressures as the park redevelops. Staff reported back to Council at the November 20, 2018 meeting and presented background information on the proposed study area as well as a draft scope of work outlining options for a study. The options outlined for a study included the authorization of a consultant-led process and an estimated cost of \$300,000. During the November meeting Council requested a budget note which was subsequently funded as part of the Fiscal Year 2020 budget.

At the September 10, 2019 City Council Work session, City Planning staff provided a presentation and overview of the draft scope and outlined some stakeholder guidance options with the request that Council direct staff on which option to solicit applications for. Traditional small area and corridor planning processes utilize one of three options; a confirmation group whose role is to confirm that the process is on the right track and that staff are asking the right questions and holding meetings at

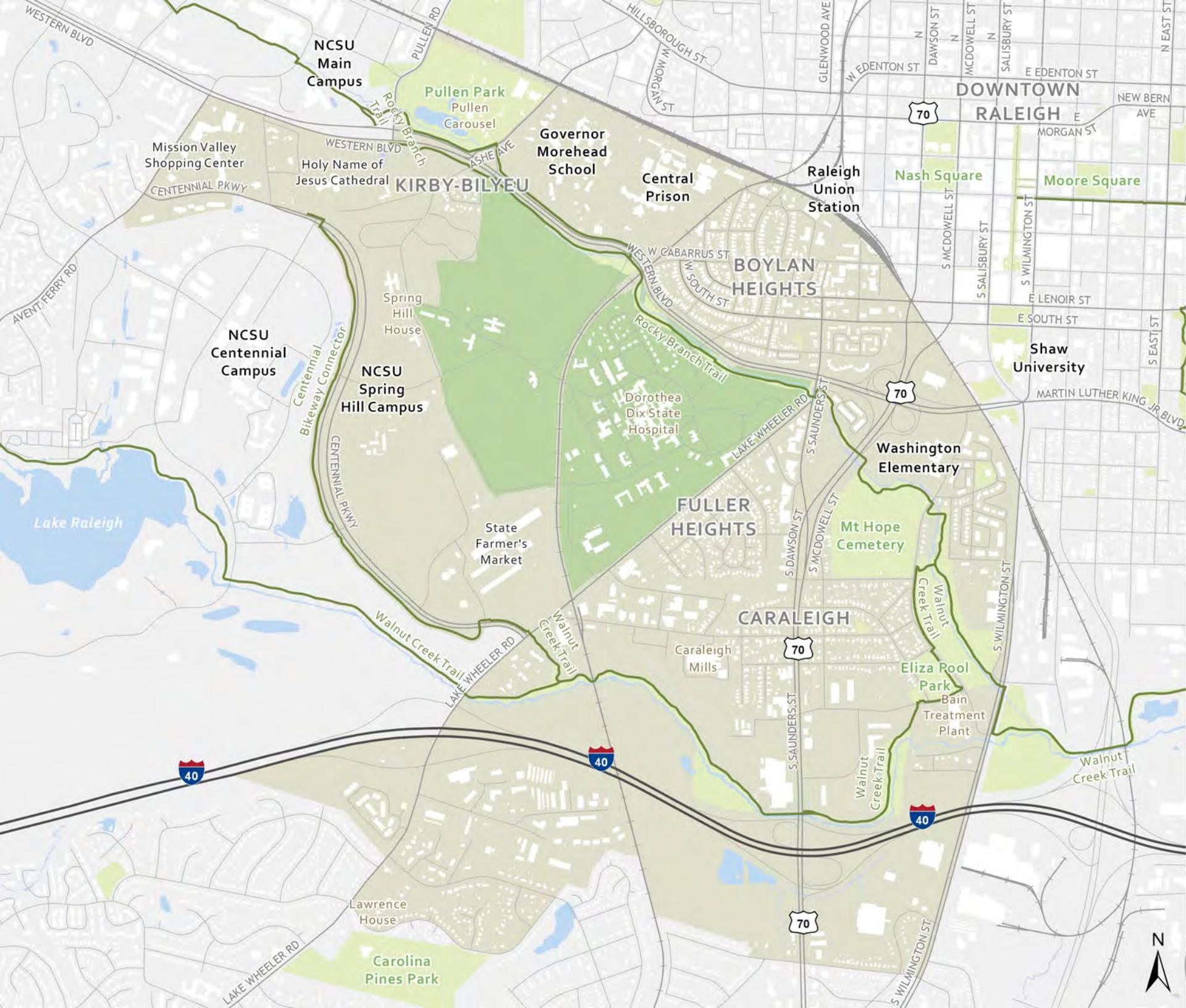
times and locations appropriate for the community; an advisory group who would provide input throughout the process that will shape and guide the outcome; or a land/business owner focus that provides roundtable discussion and planning charette opportunities for this particular group of stakeholders. Per the request of Council, Planning staff revised the draft scope for the planning process and have detailed below a more robust outreach process for this area. This enhanced outreach process will utilize a variety of channels with the goal of not only letting community members know the process is happening and inviting them to the meetings but taking the process directly to their front door and placing them at the center of the planning process. Below is a detailed outline of options to build on the outreach process included in the project scope, this is intended to act as a supplement.

**Timeline of Dix Edge Study to Date:**

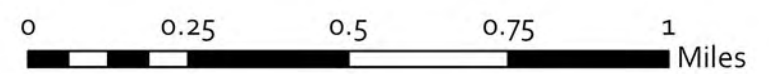
- **August 21, 2018** - Council Member Crowder requested a report on options for study for a planning process to study the communities surrounding the edge of Dix Park.
- **November 20, 2018** – Planning staff presented a series of demographic information to lay out the foundation of the study, this included maps showing demographics, property sales, transit and street facilities and other elements in the study area.
- **February 19, 2019** - Dorthea Dix Park Master Plan adopted by City Council.
- **June 03, 2019** – City Council authorized a budget note for an estimated \$300,000 that was subsequently funded as part of the FY2020 Budget.
- **September 10, 2019** – Planning staff presented a draft scope and options for stakeholder guidance to Council at the regularly scheduled work session.



# Study Area



- Dorothea Dix Park
- Study Area
- Greenway Trail
- Parks & Greenways





# 1999 Ortho



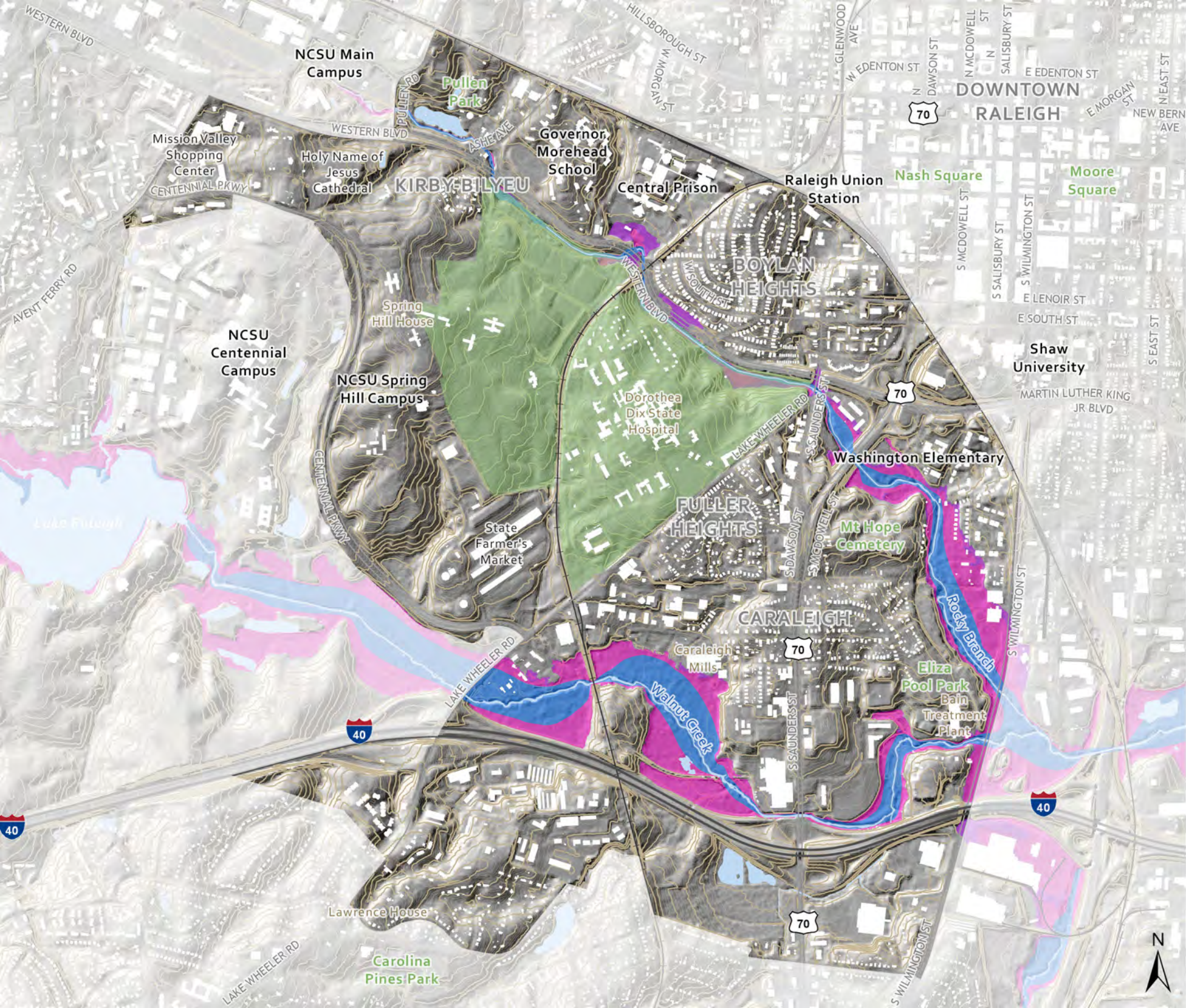
# 2017 Ortho



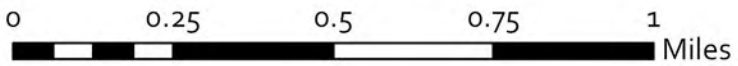
0 0.25 0.5 0.75 1 Miles



# Environmental Features

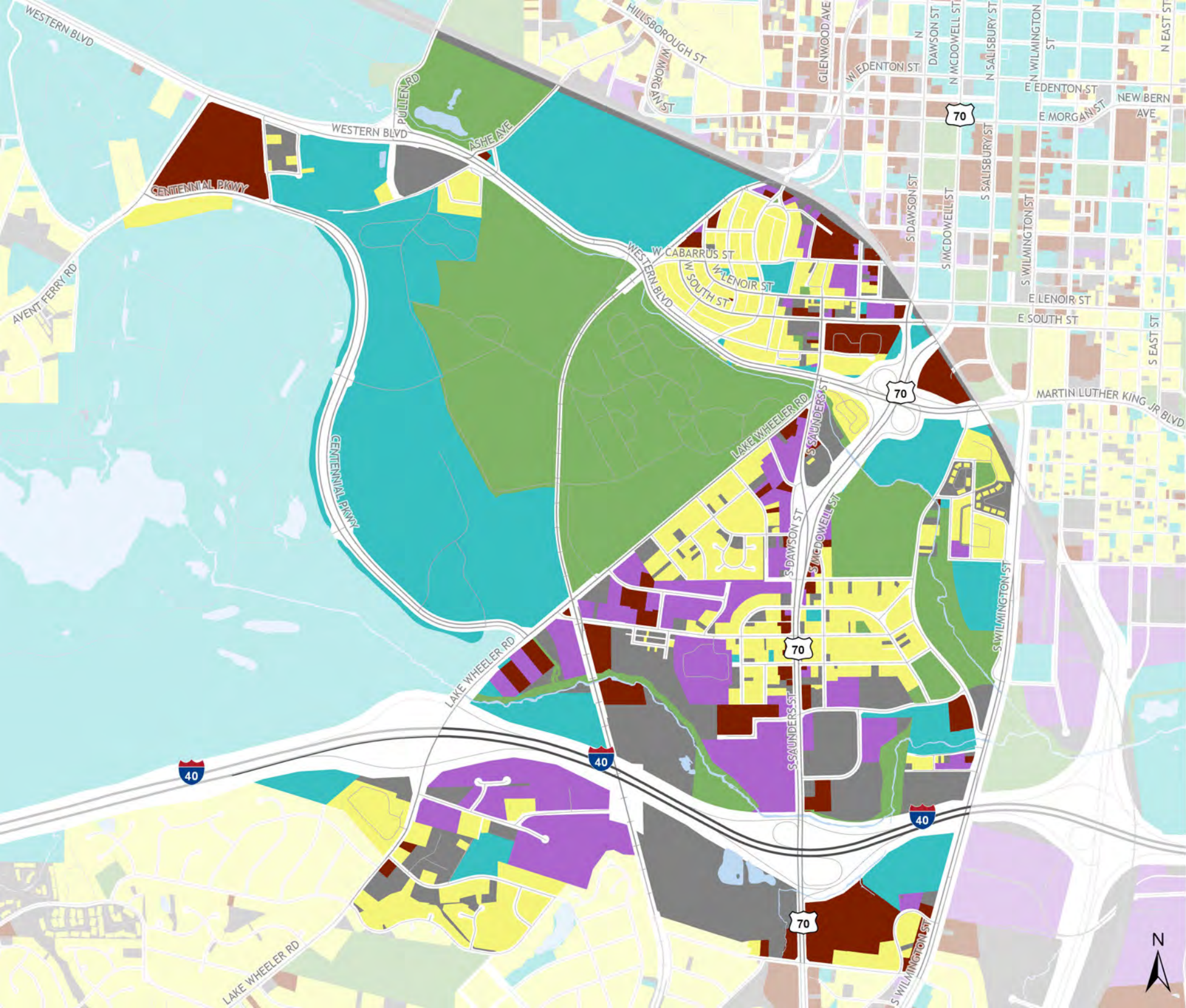


- Elevation Contour (10ft)
- Elevation Contour (2ft)
- Floodway
- 100-yr Floodplain
- 500-yr Floodplain
- Dorothea Dix Park

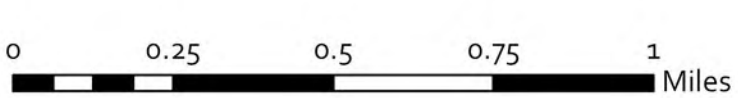




# Land Use

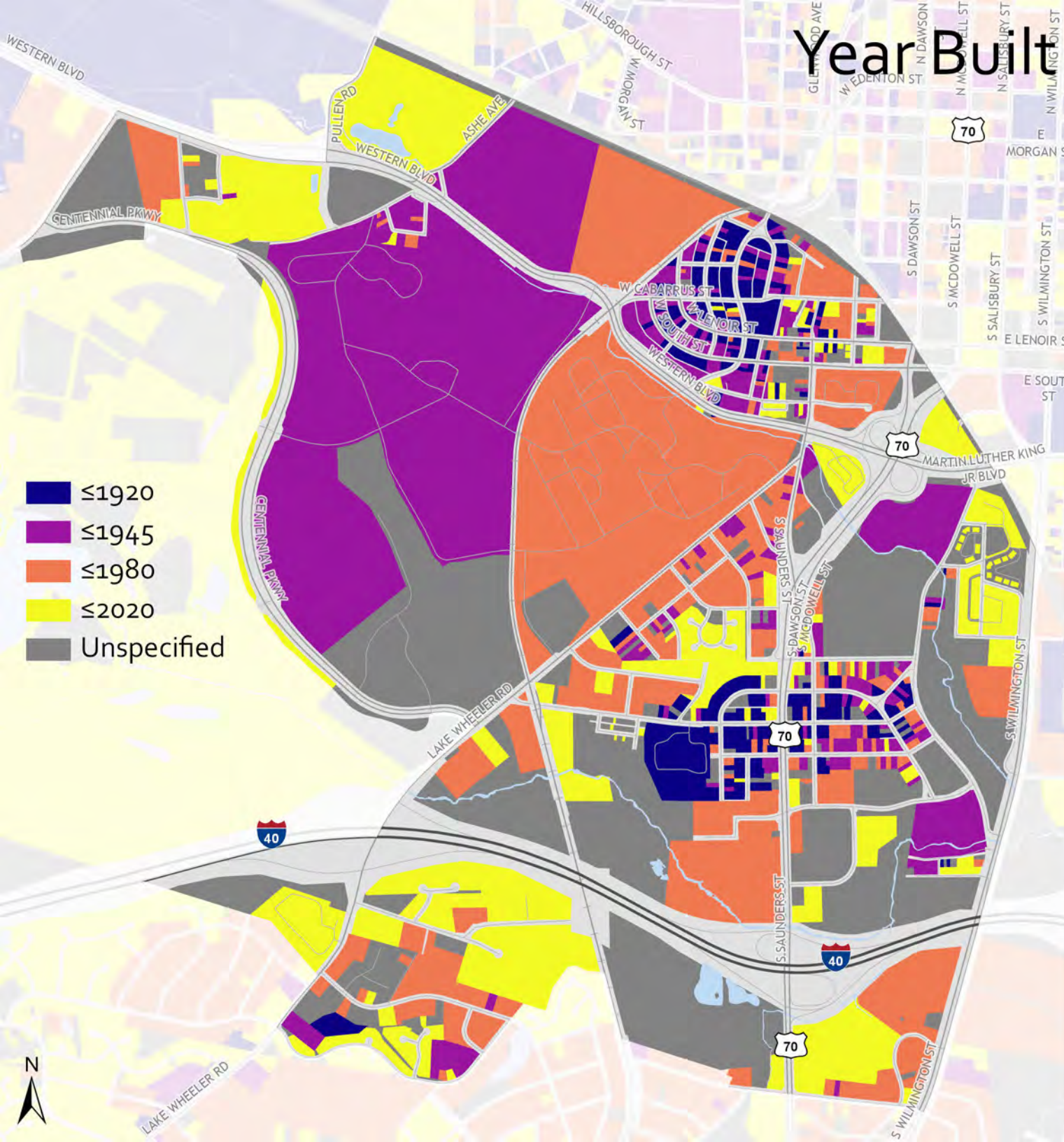


- Residential
- Public & Institutional
- Commercial
- Industrial
- Vacant/ Unknown
- Parks & Greenways



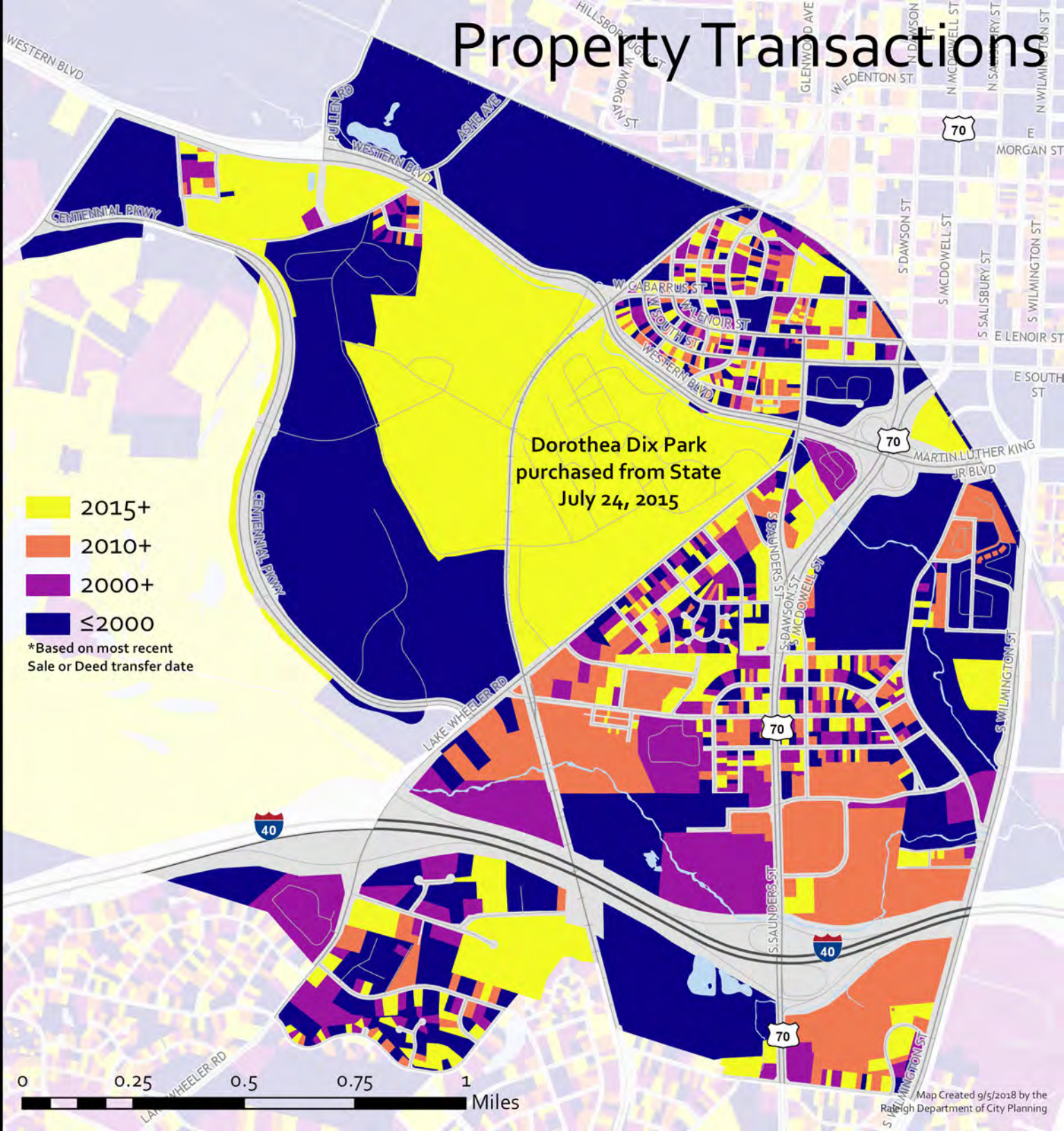


# Year Built

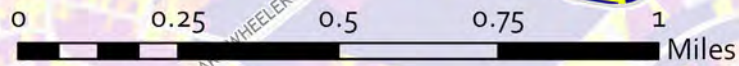


- ≤1920
- ≤1945
- ≤1980
- ≤2020
- Unspecified

# Property Transactions

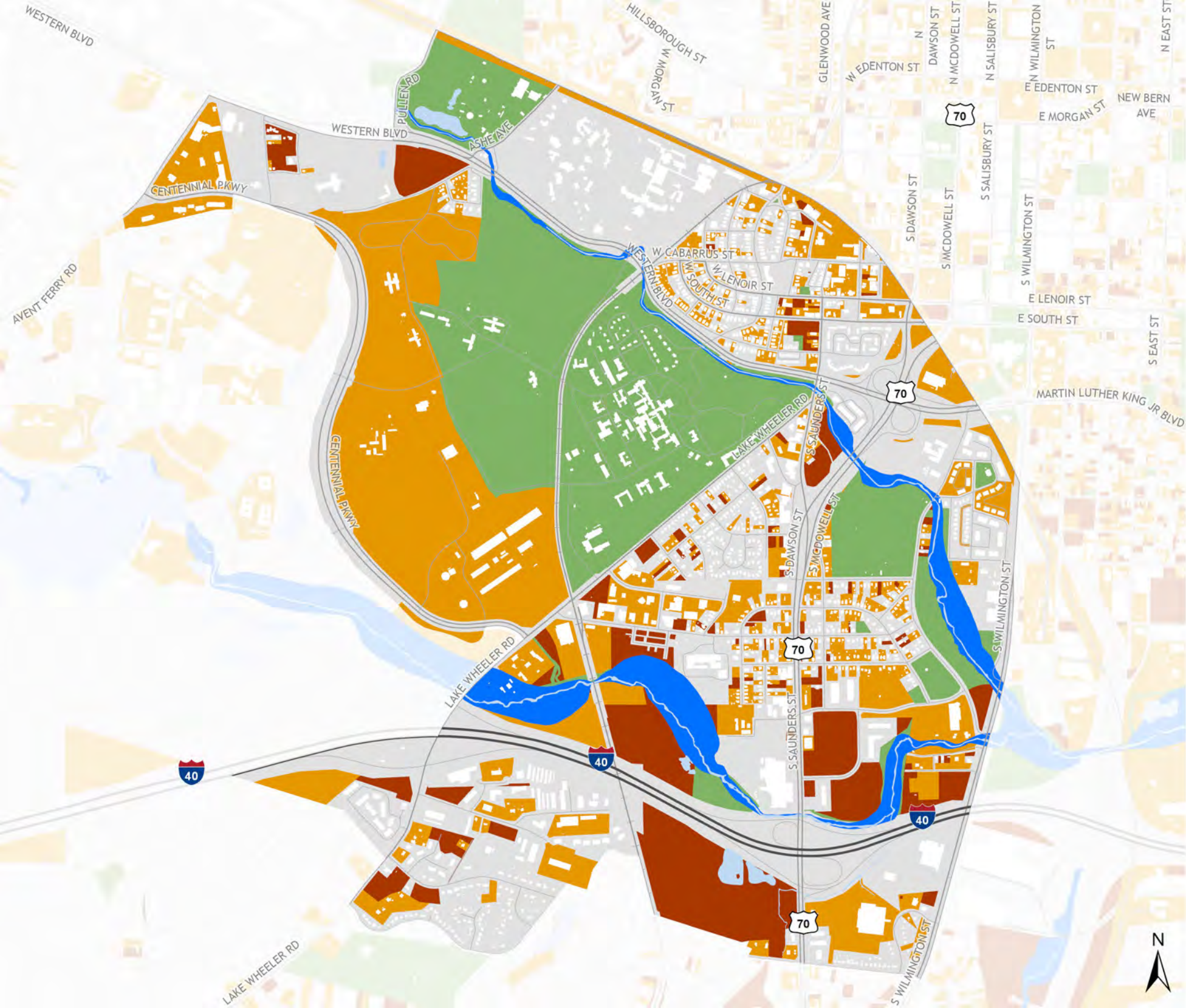






- 2015+
  - 2010+
  - 2000+
  - ≤2000
- \*Based on most recent Sale or Deed transfer date

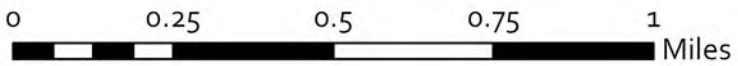




# Potential Soft Sites

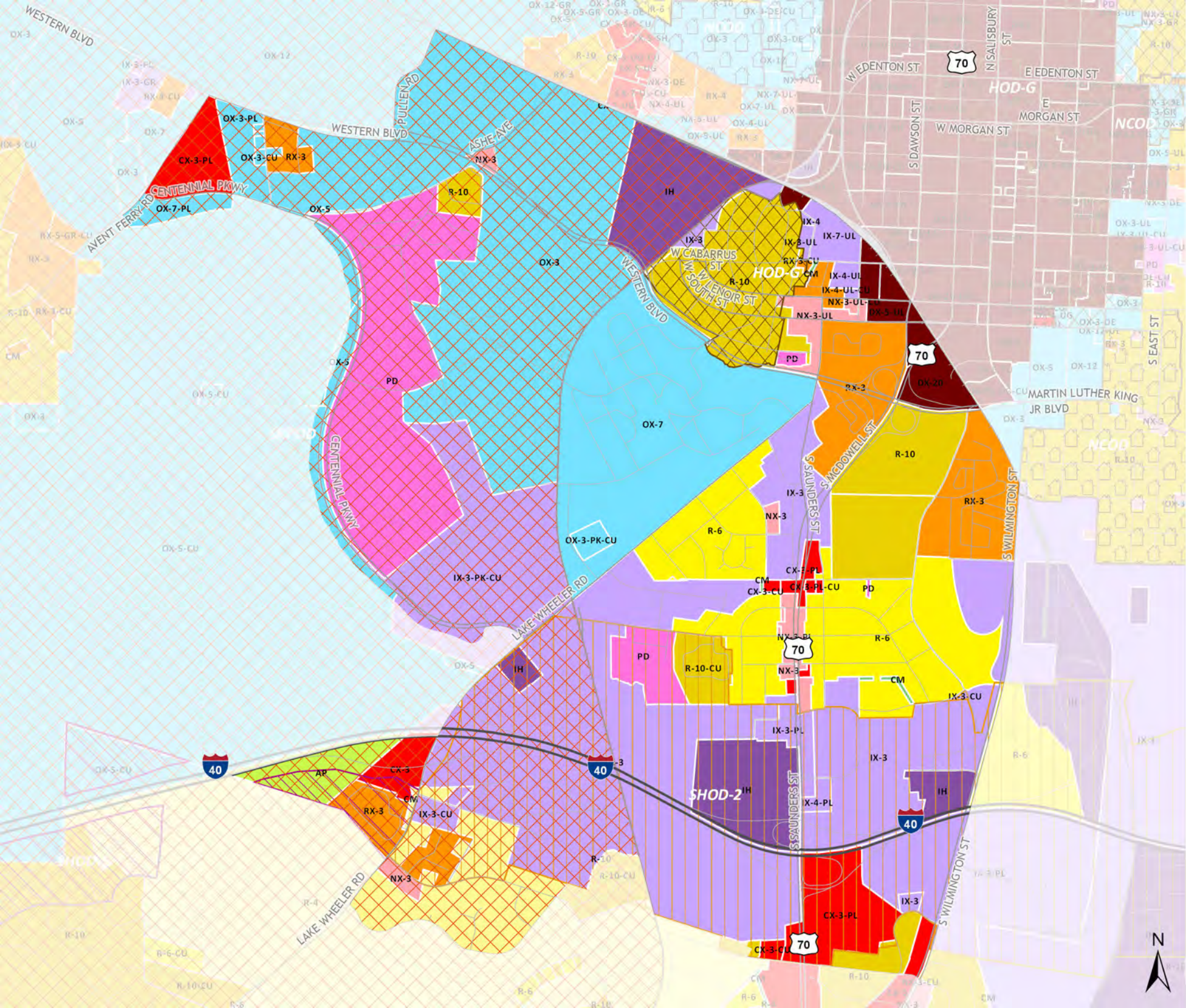


-  Vacant Property
-  Land Value Exceeds Building Value
-  Parks & Greenways
-  Floodway





# Zoning



## Residential Districts

- Residential-4 (R-4)
- Residential-6 (R-6)
- Residential-10 (R-10)

## Mixed Use Districts

- Residential Mixed Use (RX-)
- Office Mixed Use (OX-)
- Neighborhood Mixed Use (NX-)
- Commercial Mixed Use (CX-)
- Downtown Mixed Use (DX-)
- Industrial Mixed Use (IX-)

## Special Districts

- Conservation Management (CM)
- Agricultural Productive (AP)
- Heavy Industrial (IH)
- Planned Development (PD)

## Corridor Overlays

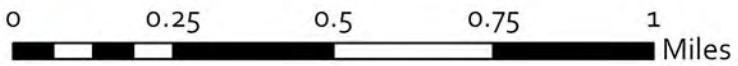
- Special Highway Overlay District-1 (-SHOD-1)
- Special Highway Overlay District-2 (-SHOD-2)

## Character Protection Overlays

- General Historic Overlay District (-HOD-G)
- Neighborhood Conservation Overlay District (-NCOD)

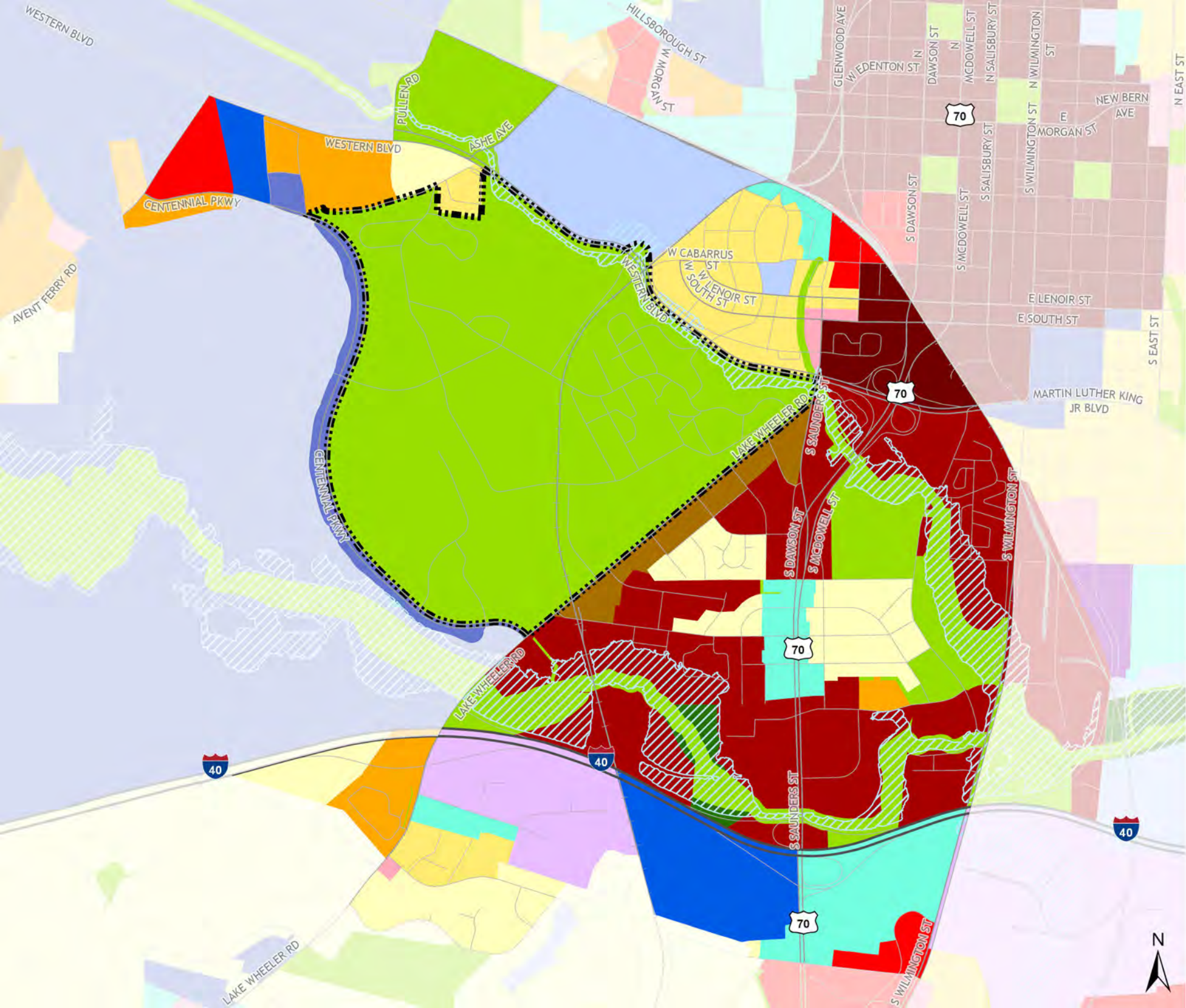
## Parking Overlays

- Special Residential Parking Overlay District (-SRPOD)

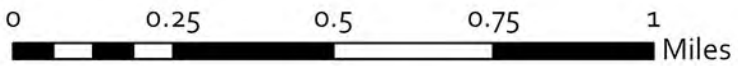




# Future Land Use



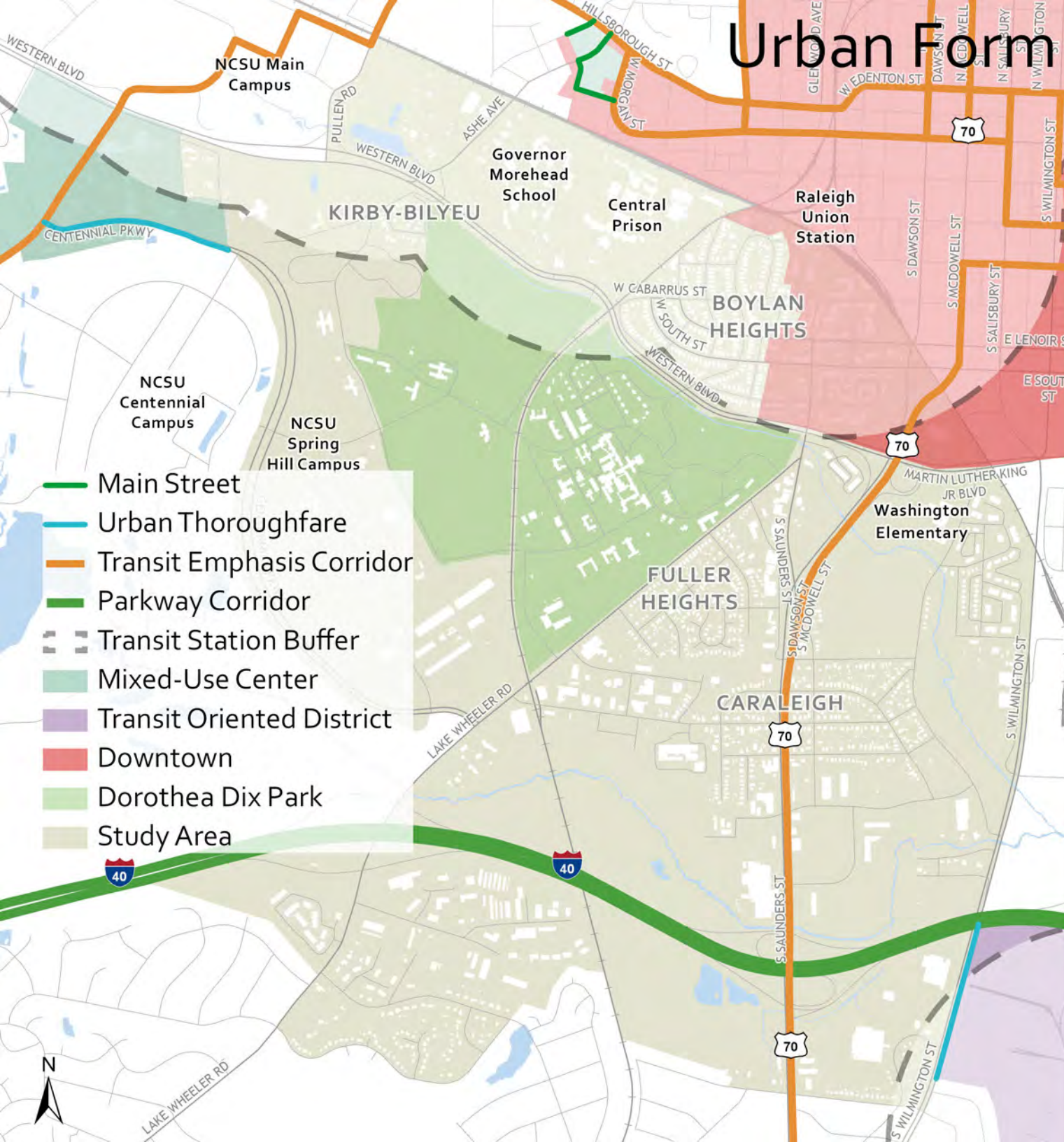
- Low Density Residential
- Moderate Density Residential
- Medium Density Residential
- High Density Residential
- Office & Residential Mixed Use
- Neighborhood Mixed Use
- Community Mixed Use
- Regional Mixed Use
- Central Business District
- Office/Research & Development
- Business & Commercial Services
- General Industrial
- Public Facilities
- Institutional
- Public Parks & Open Space
- Private Open Space
- Special Study Area
- Critical Area



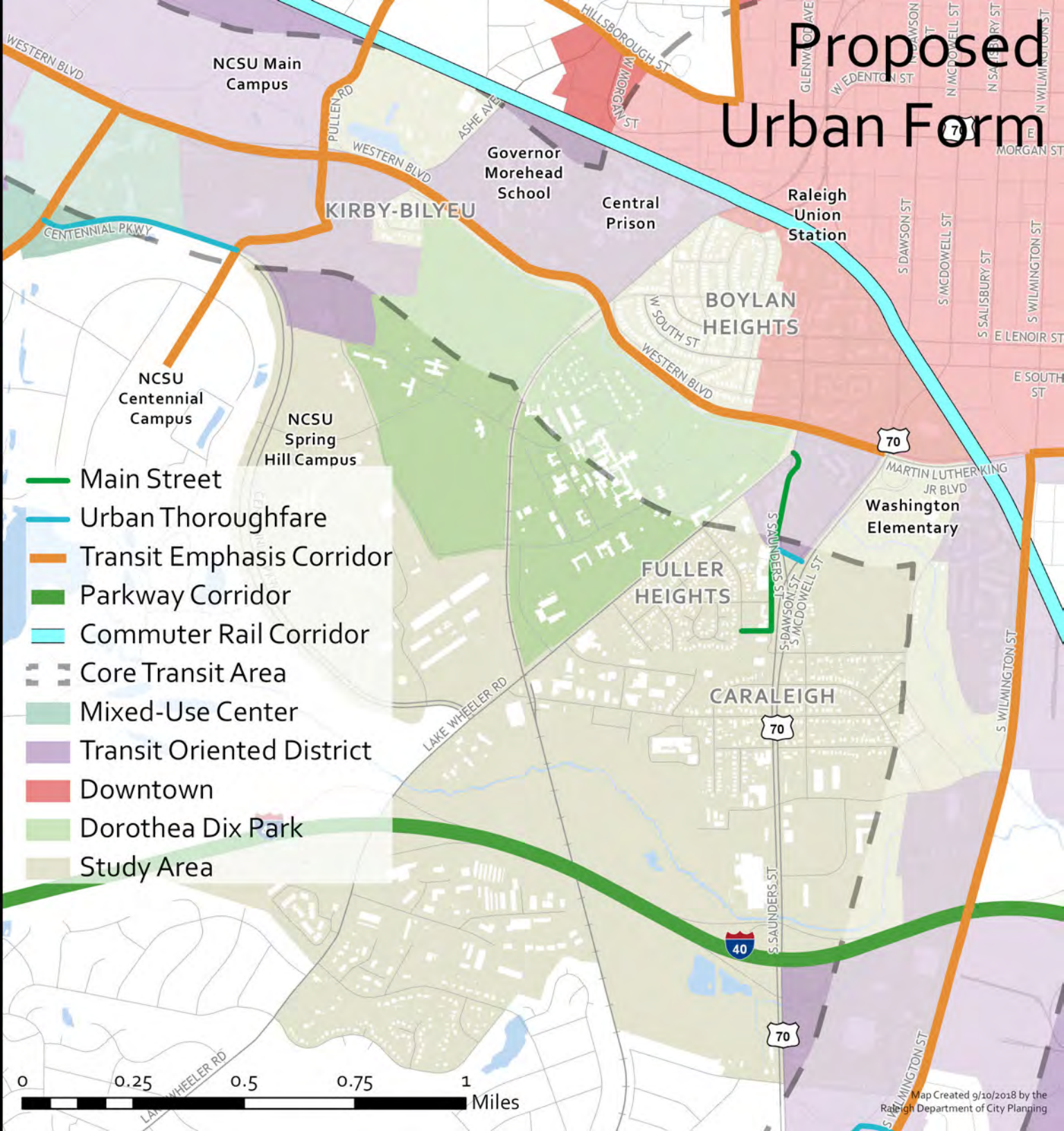


# Urban Form

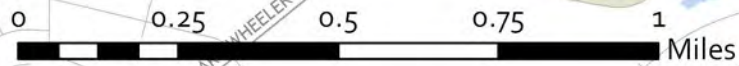
# Proposed Urban Form



- █ Main Street
- █ Urban Thoroughfare
- █ Transit Emphasis Corridor
- █ Parkway Corridor
- Transit Station Buffer
- Mixed-Use Center
- Transit Oriented District
- Downtown
- Dorothea Dix Park
- Study Area

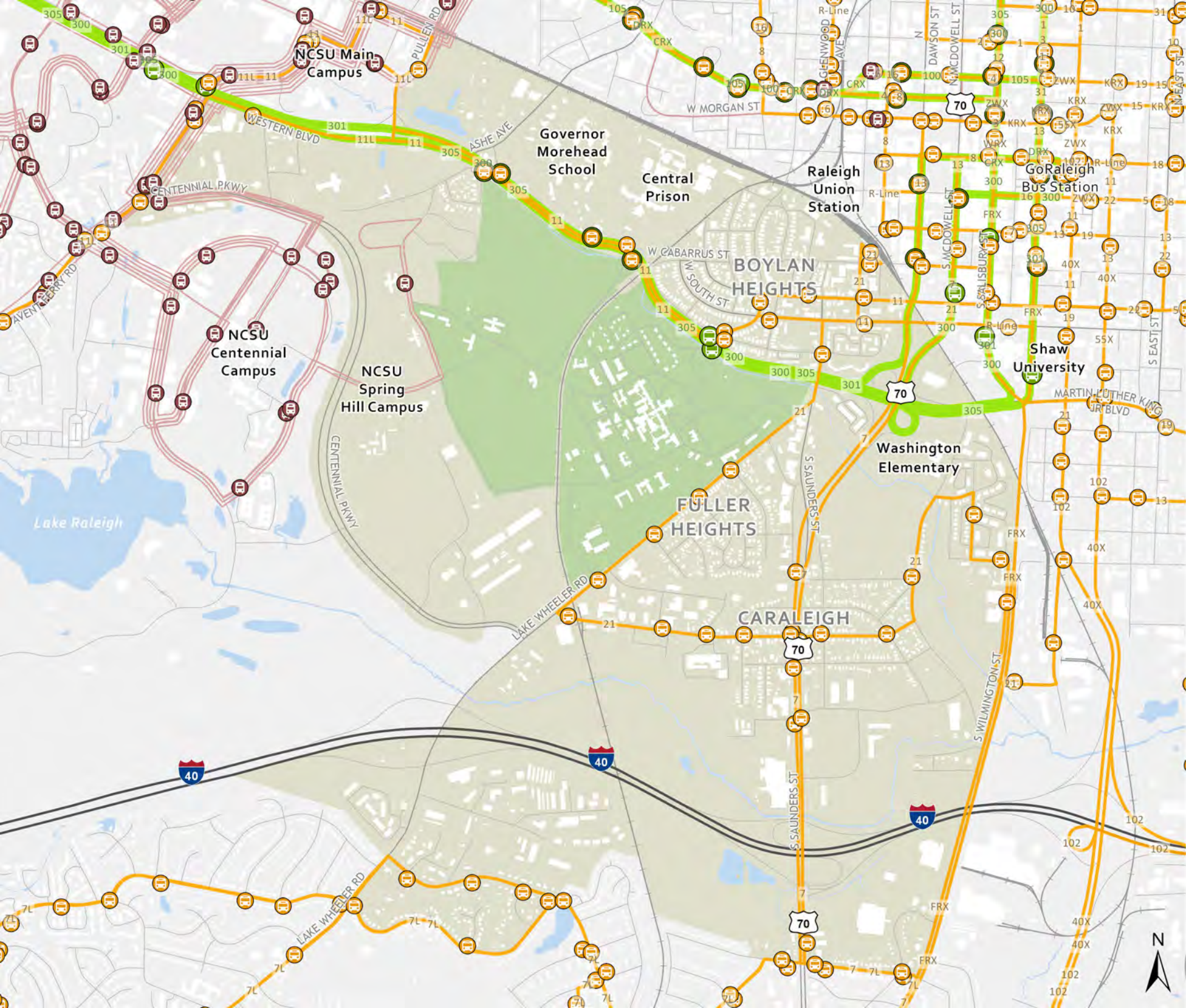


- █ Main Street
- █ Urban Thoroughfare
- █ Transit Emphasis Corridor
- █ Parkway Corridor
- █ Commuter Rail Corridor
- Core Transit Area
- Mixed-Use Center
- Transit Oriented District
- Downtown
- Dorothea Dix Park
- Study Area

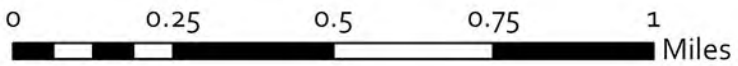




# Transit

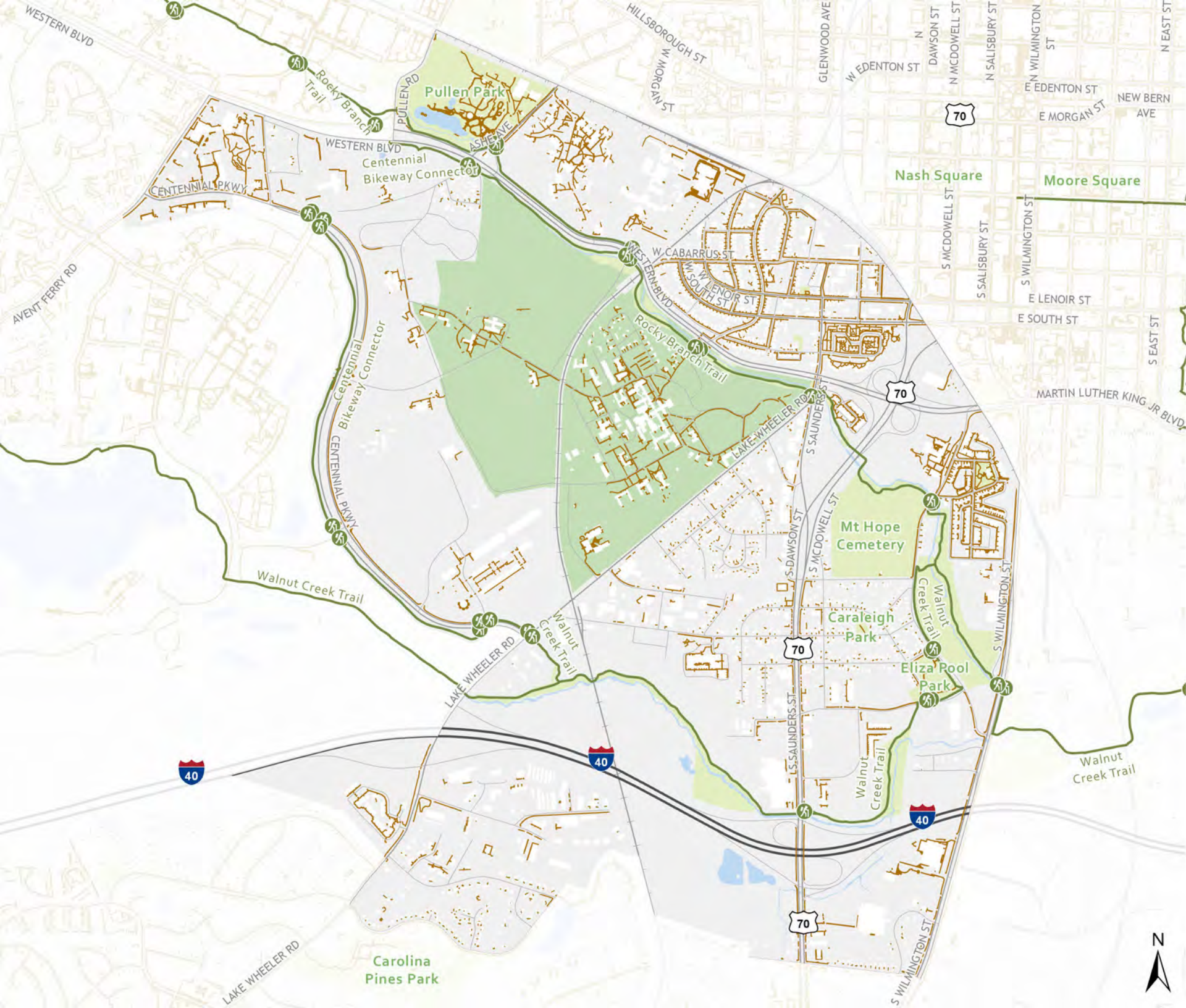


- GoRaleigh Bus Stops
- GoRaleigh Bus Routes
- GoTriangle Bus Stops
- GoTriangle Bus Routes
- NCSU Wolfline Bus Stops
- NCSU Wolfline Bus Routes
- Dorothea Dix Park
- Study Area

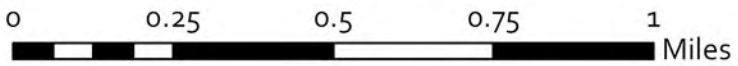




# Pedestrian Facilities

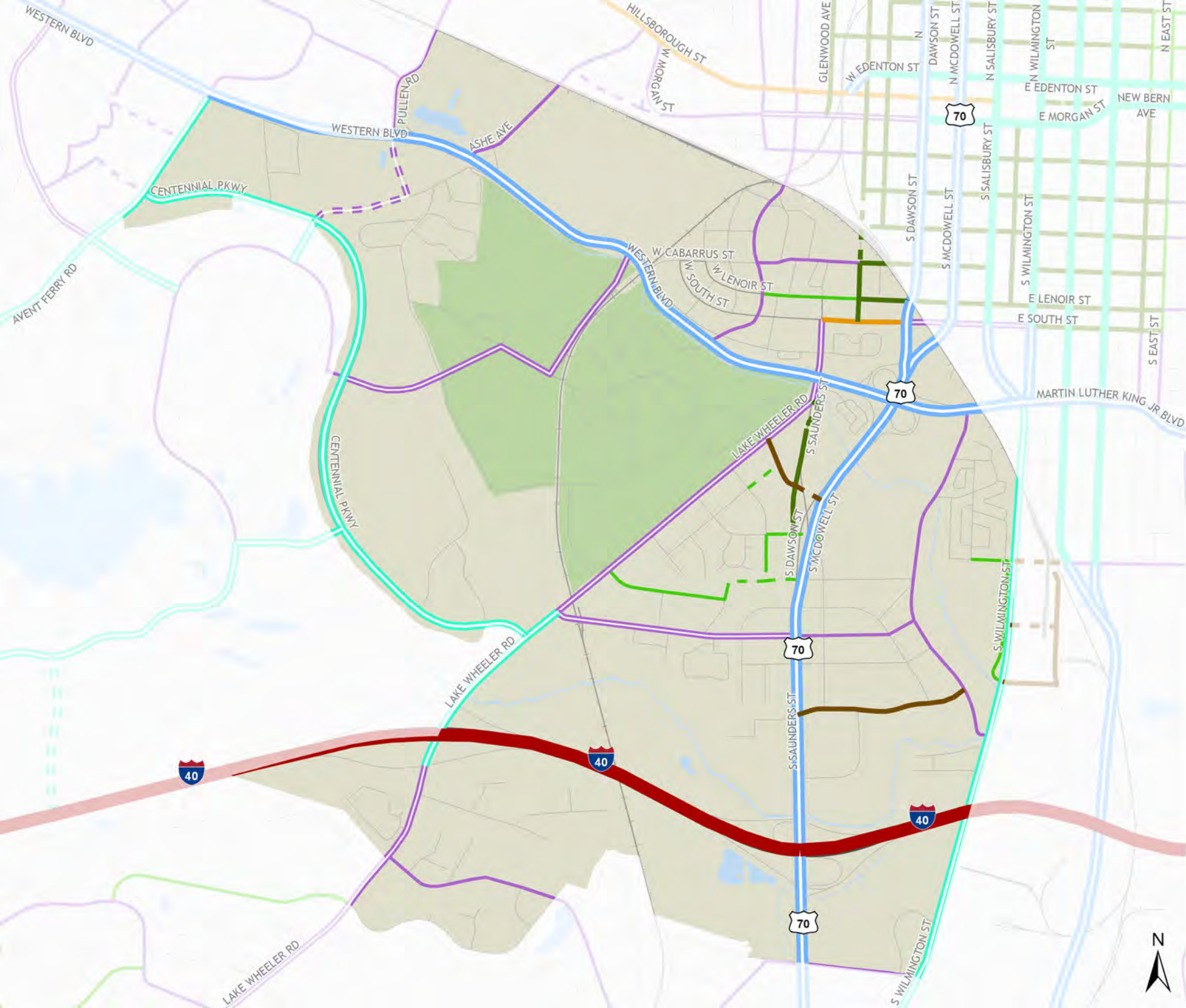


- Existing Sidewalk
- Greenway Trail
- Greenway Trail Entrance
- Dorothea Dix Park
- Parks & Greenways

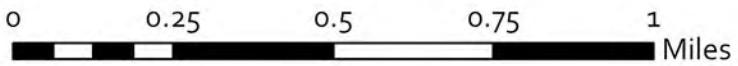




# Street Plan

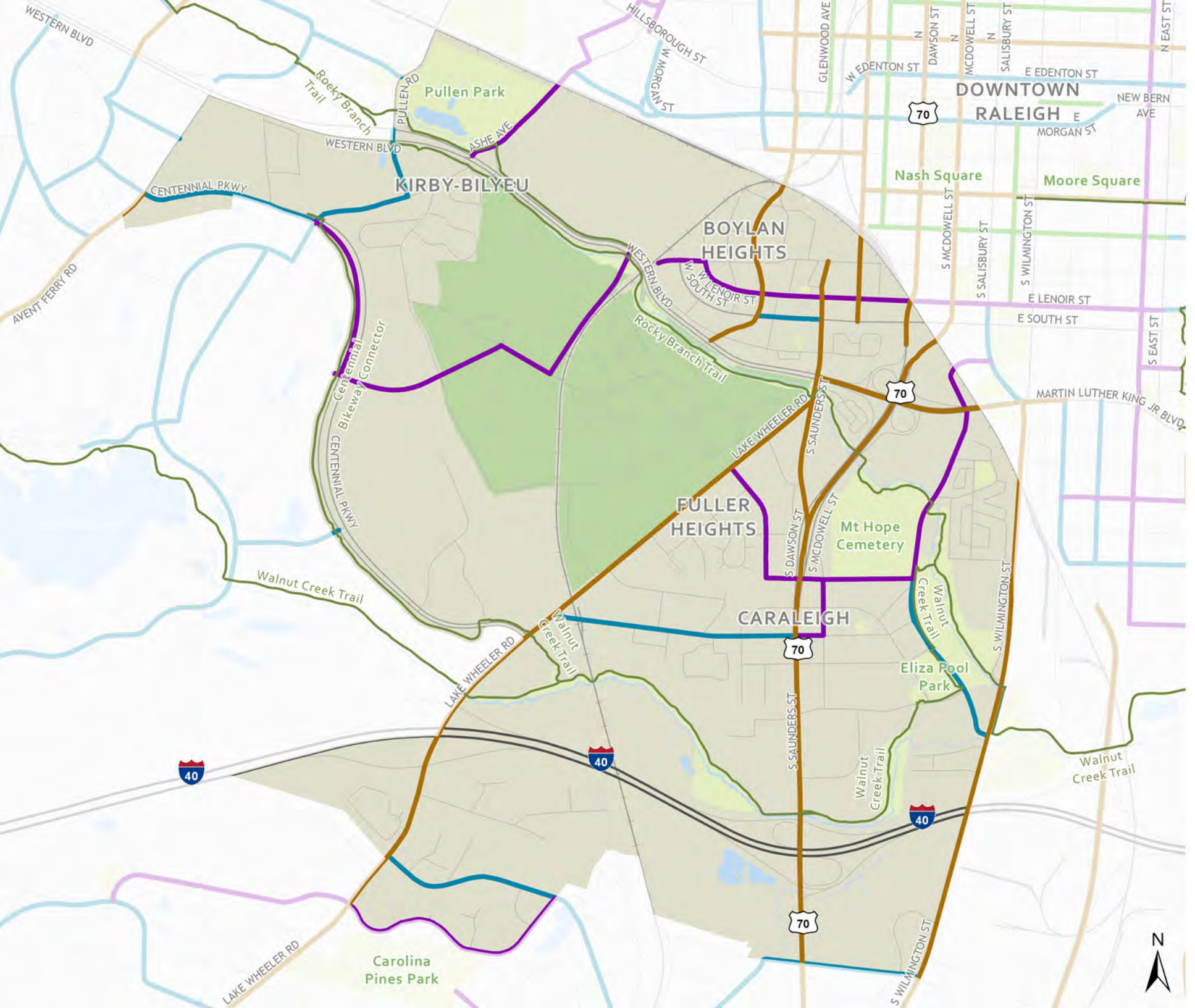


- Neighborhood Street (64')
- - Neighborhood Street Proposed (64')
- Avenue 2-Lane, Undivided (64')
- - Avenue 2-Lane, Undivided Proposed (64')
- = = Avenue 2-Lane, Divided (79')
- = = Avenue 2-Lane, Divided Proposed (79')
- Avenue 3-Lane, Parallel Parking (94')
- Main Street, Parallel Parking (73')
- - Main Street, Parallel Parking Proposed (73')
- = = Main Street, Angle Parking (96')
- = = Avenue 4-Lane, Parallel Parking (122')
- = = Avenue 4-Lane, Divided (104')
- - Avenue 4-Lane, Divided Proposed (104')
- = = Avenue 6-Lane, Divided (126')
- Industrial Street (69')
- - Industrial Street Proposed (69')
- = = Limited Access Highway
- Dorothea Dix Park
- Study Area

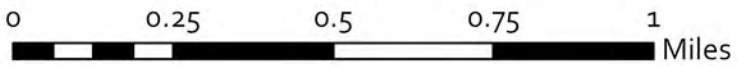




# Planned Bicycle Facilities

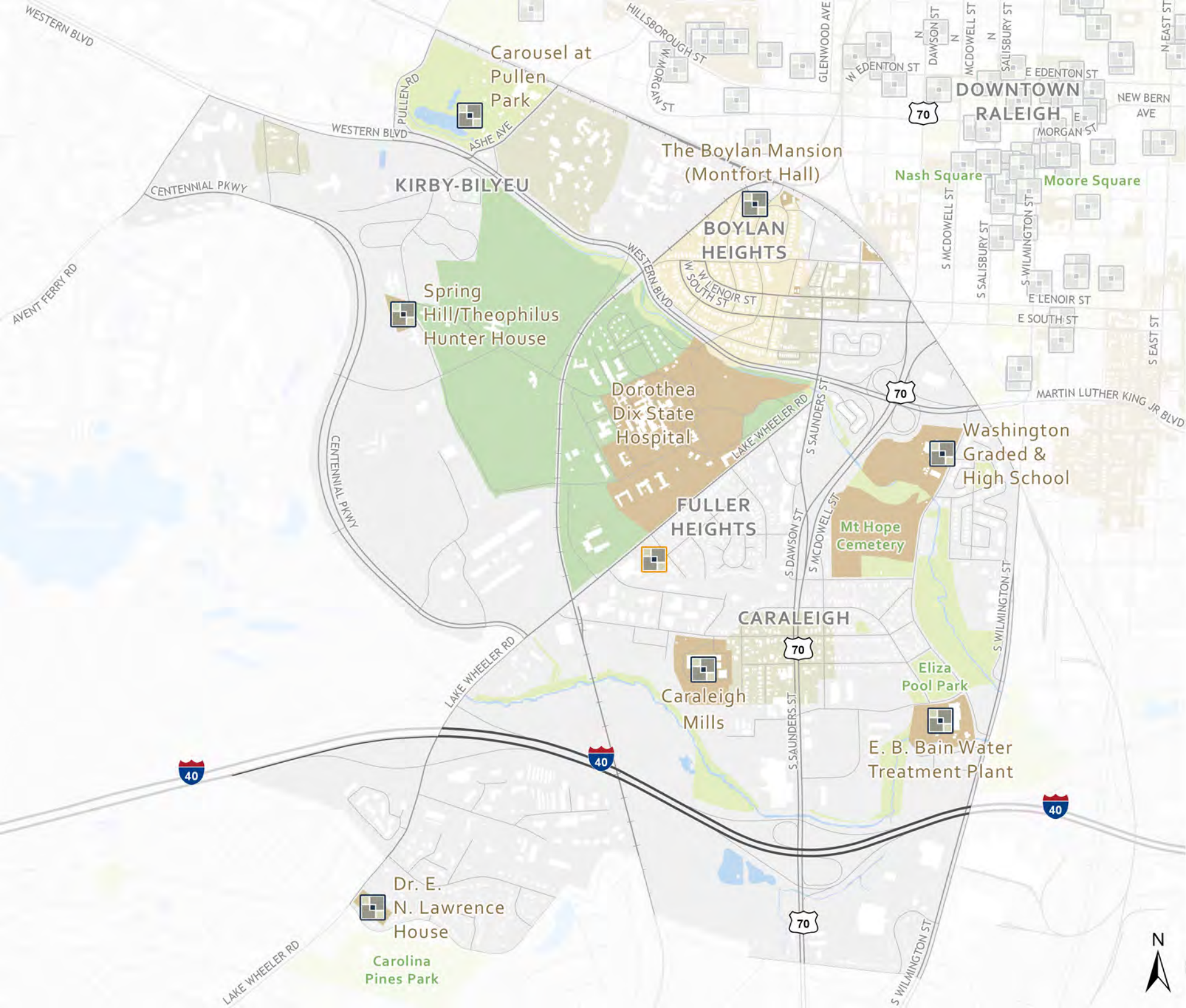





- Protected Bikeway
- Bicycle Lane
- Main Street Bikeway/Sharrows
- Neighborhood Bikeway
- Greenway Trail
- Parks & Greenways
- Dorothea Dix Park
- Study Area

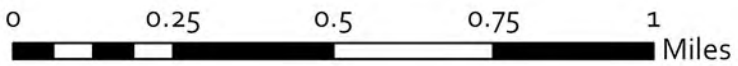




# Historic Resources

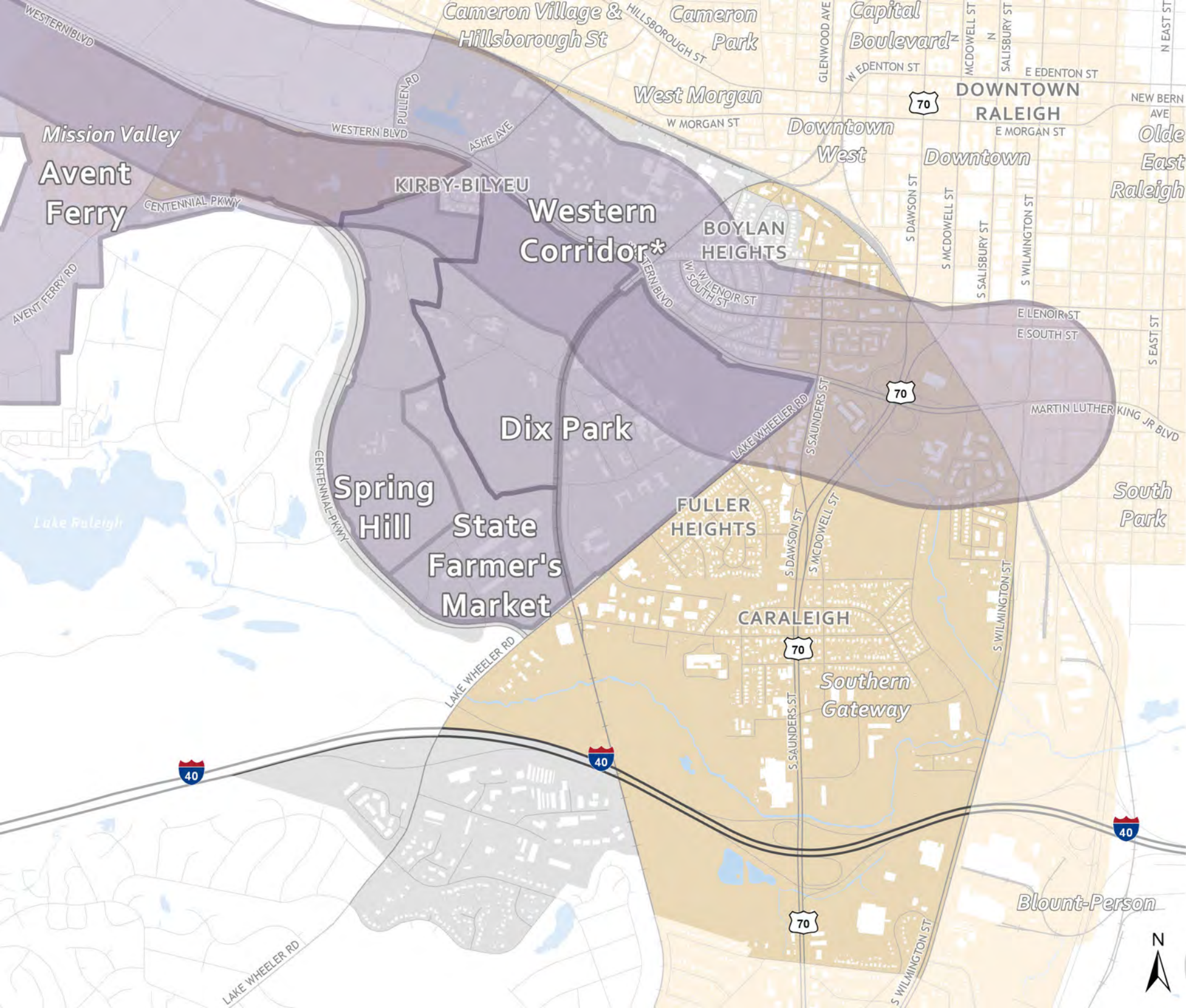


-  Raleigh Historic Landmark
-  Proposed Historic Landmark
-  Local Historic District
-  National Register Property
-  Other Historic Property
-  Dorothea Dix Park
-  Parks & Greenways



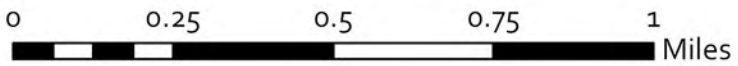


# Area Plans



- Adopted Area Plans
- Plans Under Study

\*Western Boulevard Corridor Study boundary under development



## City of Raleigh (COR) Federal Requirements

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 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.

### **Definition**

**Firm** means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity

### ***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.

### ***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).

### ***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.

### ***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.

### ***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).



## City of Raleigh (COR) Federal Requirements

### **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).

### **Contract Work Hours and Safety Standards Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

### **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 Sub-contractors 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.

### **Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *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 must comply 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”).

### **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.

### **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.

### **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

## City of Raleigh (COR) Federal Requirements

participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

### ***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.

### ***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.

### ***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.*

### **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.

### **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.

### **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.

### **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.

### ***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.

### ***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.

### **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.

### **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.

### **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.

### **Termination Provisions**

The City of Raleigh may terminate any resulting contract should the Contractor fail to abide by its requirements

### **Legal Remedies Provisions**

In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.

### **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.

### **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.