



Request for Proposals

Southeast Area Study Update FY 2022

Capital Area Metropolitan Planning Organization
Raleigh, North Carolina
Wednesday, September 1, 2021

REQUEST FOR PROPOSALS (RFP)

Southeast Area Study Update

Purpose

The North Carolina Capital Area Metropolitan Planning Organization (MPO) is inviting qualified consulting firms or persons to submit Project Proposals to conduct an area study in the southeastern portion of the Capital Area MPO that includes parts of Wake and Johnston Counties.

This document presents a desired set of work tasks to prepare a work product that will ultimately lay out a long-term vision for a multi-modal transportation network in the study area, with a detailed implementation strategy that includes short-term and mid-term recommendations to aid with the implementation of the long-term vision. The study will evaluate the safety and mobility in the transportation network, including planned and existing roads, transit service and bicycle/pedestrian facilities.

This study is anticipated to be completed in approximately 19 months with a Notice to Proceed issued in December 2021.

LEAD AND SPONSORING AGENCIES

The Capital Area MPO is tasked with providing a regional, comprehensive and cooperative planning process that serves as the basis for the expenditure of all federal transportation funds in the area. Under Section 134 of the Federal Highway Act of 1973, MPOs are required to prepare long range transportation plans for the planning area with a minimum of a 20-year planning horizon. The City of Raleigh, North Carolina serves as host of the Lead Planning Agency for the Capital Area MPO. The MPO is required to complete the transportation planning process in a continuing, cooperative, and comprehensive manner for the region. The current Capital Area MPO planning area boundary encompasses 1,579.51 square miles and a population of 1,064,756.

The consultant(s) will be expected to coordinate with and manage two project committees. A Core Technical Team (CTT), comprised of staff from the Capital Area MPO, Upper Coastal Plain RPO, NCDOT Division 4, NCDOT Division 5, NCDOT Transportation Planning Branch, Johnston County, Wake County, and the municipal jurisdictions of the City of Raleigh, and the Towns of Archer Lodge, Benson, Clayton, Four Oaks, Garner, Kenly, Micro, Selma, Smithfield, and Wilson's Mills will review the consultant's work, give direction and input, monitor the project study as it takes place and provide feedback to a Study Oversight Team.

A Stakeholder Oversight Team (SOT) will be created to provide guidance and oversight to the study. Team members may include representatives from all agencies represented in the Core Technical Team, neighboring planning organizations and municipalities, GoTriangle, GoRaleigh, GoWake Access, JCATS, the Wake and Johnston County Public School Systems, representatives from local

chambers of commerce, city and town departments such as parks and recreation or economic development, the Mobility Coordination Committee, Safe Routes to Schools Working Group, NCDOT staff from various modal units, and other groups, agencies or stakeholders as determined at the start of the study. All in-person meetings are expected to occur at a meeting place of mutual agreement in or near the study area, with virtual meetings as needed.

PROPOSAL AND PROJECT TIMELINE

<u>ACTION</u>	<u>DATE</u>
Advertise for Proposals	September 1, 2021
Deadline for Questions	September 15, 2021, 12:00 pm
Questions must be submitted in writing (no phone calls) to brandon.watson@campo-nc.us . Responses to questions will be posted to the CAMPO RFP website no later than 5:00 p.m. on September 16, 2021.	
Proposals Due	Wednesday, September 29, 2021
Deliver in PDF format by email by 3:00 p.m. EDT to: Brandon Watson: Brandon.Watson@campo-nc.us	
Proposal Opening 3:30 p.m.	Wednesday, September 29, 2021
Candidate Interviews, if necessary	October 11-13, 2021
Contract Negotiations	October 2021
Contract Approval Process	October-November 2021
Anticipated Notice to Proceed	December 2021

PROJECT BACKGROUND

The southeastern area of the Capital Area Metropolitan Planning Organization consists of all or part of four municipalities (City of Raleigh, Towns of Garner, Clayton, and Archer Lodge) and portions of two counties (Wake and Johnston). In addition to the southeastern area of the Capital Area MPO, the study area for this project will extend to the I-95 corridor in Johnston County and include all or parts of the Towns of Benson, Four Oaks, Kenly, Micro, Selma, Smithfield, and Wilson's Mills. Much of the area is experiencing suburban type growth and development along with higher levels of traffic congestion at many key intersections. Consideration of future construction of I-540 in Wake County and future designation of I-42 in Johnston County should be considered, laying out expectations updating the roadway network and analyzing future growth patterns. Regional connectivity is key in with future transit investments including bus rapid transit, commuter rail and the East Coast Greenway and Mountains to Sea Trail inside the study area. This study will update the MPO's overall Comprehensive Transportation Plan and will produce project priorities appropriate for inclusion in the next fiscally-constrained Metropolitan Transportation Plan. Portions of the study area have been included in previous planning efforts such as the Johnston County Comprehensive Transportation Plan and other local plans.

PROJECT OBJECTIVES

To prepare an update for a regionally coordinated multi-modal transportation plan suitable for implementation by the beneficiary local governments, Capital Area MPO, area COGs and RPOs, transit providers and the North Carolina Department of Transportation that:

- Identifies solutions that accommodate sustainable development and address the needs for regional mobility;
- Establishes and/or enhances a transportation system that includes key transportation corridors, pedestrian and bicycle facilities, railroad corridors, and fixed route transit to meet the mobility needs of the study area;
- Evaluates and updates a regional land use vision that builds upon previous plans and locally adopted land use planning efforts;
- Identifies potential transportation and environmental impacts and associated mitigation strategies;
- Facilitates stakeholder and decision-maker involvement that informs, educates, receives, documents, and responds to all input;
- Secures stakeholder and local jurisdiction buy-in on recommendations, preferred alternatives, and implementation strategies and priorities;
- Evaluates and addresses on-road and off-road freight movement needs for the future conditions in the study area;
- Thoroughly documents the planning process, including documentation regarding selected versus non-selected transportation alternatives in a manner suitable for packaging for the project development process;
- Designs and implements a robust public involvement process and documents all public involvement efforts, including comments, survey results, or other input received from the public in a final appendix;
- Considers all federally required Title VI and Limited English Proficiency regulations associated with regional transportation planning public engagement efforts; and

- Develops feasible recommendations that address the anticipated planning-level capacity deficiencies across the transportation network for all modes, with attention to long-term and short-term priorities.

PROJECT LOCATION

The general study area is shown in Figure 1. The selected consultant will work with the Core Technical Team to finalize the precise boundaries of the study area.

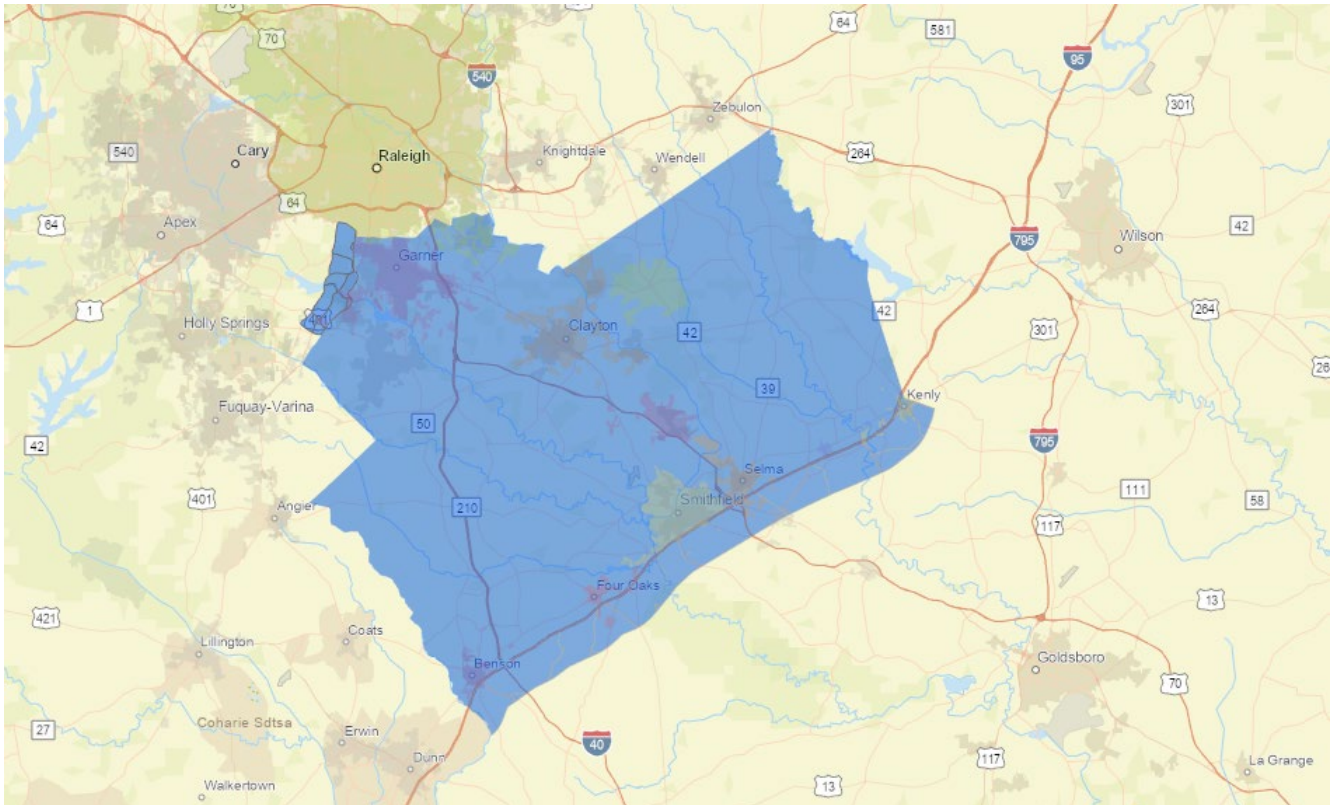


Figure 1: Southeast Area Boundary

PROJECT SCOPE AND PLAN ELEMENTS

The following outlines expectations for the Southeast Area Study Update. The project has a varied scope that may require consultant expertise in multiple areas, including effective management of large-scale multijurisdictional planning studies. The MPO seeks targeted consultant study and recommendations on key topics such as recommendations supportive of transit operations and land use integration, controlled access management appropriate for mobility in the region, as well as collector street connectivity. Proposals addressing the items below from a range of teams and individual firms are welcomed. The scope is subject to adjustment and revision.

Deliverables

Deliverables expected from this study include:

- An update to the Southeast Area Study existing conditions including incorporating plans since the original study and coordination with concurrent plans during this update;
- A complete review of all existing roadway, bicycle, and transit recommendations in the study area for reasonableness and incorporate updates to attributes as needed.
- Any new appropriate short-, mid-, and long-term roadway, bicycle, and transit performance-based recommendations, including MTP priorities, planning-level cost estimates, transit service types and potential service areas, and database attributes for those improvements recommended for potential inclusion in the MTP and CTP, as well as for projects that are anticipated to be major growth-shapers in the region. All improvements should include those addressing mobility, safety, and interconnectivity at a regional scale (including connections along bordering study areas) in coordination with other mode recommendations.
- Detailed evaluation of rail crossings and potential future grade separations in coordination with transit projects in Garner and Clayton, or other areas as needed
- Several functional designs or comprehensive concept sketches for hot spot emphasis areas, or higher-level small area concepts as determined through analysis and team concurrence that could include up to 15-20% level design
- A toolkit for use by local governments to incorporate recommended policy changes into local plans and ordinances, and best practices from across the region and state that will assist local implementation of recommendations contained in the plan.
- A robust, effective, inclusive, and creative public engagement effort that meets MPO requirements for Title VI, empowers CAMPO and local communities with best practices to inform and collect meaningful feedback, facilitates participation of the CTT and SOT, and outlines a detailed public involvement plan in coordination with staff at the beginning of the project.
- Documentation of the study process, with focus on documenting the evaluation of transportation alternatives and the public engagement process, including documentation of alternatives deemed not feasible or desirable.

- All applicable GIS data. Detailed information on all recommended projects to be provided to CAMPO including all interim and final work products and data. CAMPO will provide consultant a detailed project list and consultant will update and add to as needed.
- Projected traffic volumes and identification of deficiencies through 2050; projected automobile, transit, and freight volumes, and the provision for alternative transportation modeling scenarios using the adopted Triangle Regional Travel Demand Model (anticipated to be TRMG2), and identifying transportation problems and planning-level capacity deficiencies for the future year (2050) in the study area.
- During TRM analysis, the consultant may be asked to conduct a general review of the TRM network including any road linework or TAZ changes that are recommended including new coding. This effort should be coordinated with NCDOT and the MPO's planning efforts, as applicable.
- A review and evaluation of CommunityViz land use data in the study area, including future land use scenario analysis and updating suitability layers as appropriate. Consultant should be able to edit and run scenario analysis in CommunityViz.
- A copy of all website content to facilitate CAMPO's post-study replication, an electronic copy of all contact databases, comments and responses, and all communications and engagement materials, including all correspondence, to be included in a final appendix.
- The consultant(s) will be expected to coordinate with, manage, and conduct timely, productive meetings, including two project committees, jurisdictional staff, MPO staff, other stakeholders, etc.
- Concurrence on project recommendations from study team members at conclusion of project.
- A visually appealing final report with an executive summary and outlining an implementation strategy.

Additional specific details will be developed through the scoping process and during initial stages of the project with project stakeholders. **Additional context regarding the deliverables could include, but may not be limited to the below:**

Conduct a Policy, Land Use, Environmental, and Transportation Update for the Area

This component will build on the original Southeast Area Study and consists of an updated overview of existing conditions along corridors in the area to achieve a thorough understanding of

the issues (past, present, and future) that have had or will have impact on the corridors. Information to be updated by the consultant could include:

- Review of original Southeast Area Study recommendations and 2050 MTP recommendations in the area for reasonableness including roadway, bicycle, pedestrian, and transit
- Demographic information (historic population trends, and prioritization affecting growth)
- Existing and projected future land use patterns (as they currently exist)
- Inventory and overview of existing at-grade and grade-separated rail crossings and facilities;
- A highlight of policies/ordinances that are effective or could be strengthened and/or added to meet the regional goals identified through the area plan;
- A review and evaluation of CommunityViz land use scenario used for socioeconomic data projections in the study area;
- An update of existing access points along major corridors, both existing and proposed;
- An update of the existing secondary road profiles as related to topography and slope;
- Update to the identification of any High-Quality Resources for resource screening;
- Update to any significant cultural and historic sites, prime farmland areas, water supply watersheds, wildlife habitats, and other natural features along corridors;
- Traffic, network and planning-level capacity data for roads that lead into the study area or significantly impact the area;
- An overall vision for safety, multi-modal mobility, and land development patterns designed to sustain transportation recommendations for the area;
- Overview of transit services already existing or planned in the study area provided by GoTriangle, GoRaleigh, or other transit service providers;
- Overview of rural transit service currently provided in the area by GoWake Access and Johnston County Area Transportation System (JCATS);
- Overview of improvement projects (CTP, MTP, TIP and STIP) within the Study area; and
- Updated inventory of other transportation facilities, modes or plans (such as bicycle, pedestrian, greenway, transit, etc.).

Review of Existing Plans Summary and Concurrent Area Planning Efforts

There are multiple transportation-oriented planning processes underway or recently completed since the original Southeast Area Study that will directly impact the study area. Recommendations from this study will need to be in concert with recommendations from other studies or could be used as inputs to other planning efforts as time allows. Other studies that are completed or underway that must be considered and evaluated in the context of mobility in the southeast area include:

- Wake County Transit Plan
- PlanWake - Wake County Comprehensive Plan Update
- Johnston County Comprehensive Transportation Plan
- CAMPO CTP/2050 MTP
- Triangle Regional Freight Plan

- Triangle Strategic Tolling Study
- Developmental 10 Year STIP (the 10-year STIP should be treated as the existing + committed network), and SPOT Process
- Connect 2050 (CommunityViz 2.0).
- CAMPO Northeast Area Study Update (Along SEAS Update border)
- CAMPO Southwest Area Study Update (Along SEAS Update border)
- CAMPO Commuter Corridor Study
- CAMPO US 401 Hotspot Final Report
- CAMPO NC 540 Hotspot Final Report
- Complete 540 Final Environmental Impact Statement
- CAMPO Bus on Shoulder System (BOSS) Study
- CAMPO R.E.D. Lanes Study
- Fayetteville-Raleigh Passenger Rail Feasibility Study
- NCDOT Comprehensive State Rail Plan
- ITS Strategic Deployment Plan Update
- Johnston County Recreation Master Plan
- Smithfield Town Plan 2020
- Selma 2040 Comprehensive Land Use Plan
- Raleigh Community Climate Action Plan
- Swift Creek Land Management Plan Amendment
- CAMPO Commuter Corridor Study
- CAMPO RED Lane Study

Other studies that will be underway during the project period that must be considered and evaluated in the context of mobility in the southeast area include, but are not limited to:

- Garner Clayton Bus Rapid Transit Major Investment Study
- Greater Triangle Commuter Rail Corridor Study
- CAMPO US 401 Corridor Study
- Clayton Bicycle and Pedestrian Plan
- Clayton Comprehensive Plan
- Johnston County Comprehensive Plan Update
- Smithfield Pedestrian Plan
- Benson Community Transportation Plan
- Neuse River Trail Clayton – Smithfield Connection Study
- Raleigh Greenway Master Plan Update
- Raleigh Southeast Special Area Study
- Wake Transit Bus Plan Update

Environmental Impacts

The study area includes environmentally critical areas including streams, wetlands, and the Neuse River. The study update should recognize the environmental impacts that the plan recommendations will have in the area and develop potential mitigation strategies. While not all encompassing, this includes environmental justice communities, historic and cultural resources, as well as the natural environment. The plan should also recognize the impact future uses of

environmental features in the area will have on development patterns and traffic conditions. Planning level environmental impacts should be assessed, documented, and considered during development of recommendations.

Final Plan Endorsement and Agreement

The consultant, along with staff from the Capital Area MPO will present the Plan Update to both the Capital Area MPO Technical Coordinating Committee and Capital Area MPO Executive Board for their formal endorsement.

PROJECT TIME-FRAME

The Notice to Proceed is expected in December 2021. The consultant is expected to provide recommendations and final deliverables to the client and deliver final project presentations to local governing boards no later than anticipated completion date of June 30, 2023. This timeframe may change based on final schedule start date and activities during the project.

ADOPTION AND AGREEMENTS

The Core Technical Team and the consultant(s) will present final recommendations to each participating local government board, the MPO's TCC and Executive Board, NCDOT and other funding partner boards/staff as appropriate. All funding partner agencies will consider endorsement of the study recommendations as applicable.

PROJECT BUDGET

The MPO has budgeted a total of \$400,000 for this study, of which \$50,000 is programmed in the Unified Planning Work Program for FY 2022, \$275,000 is programmed in the Unified Planning Work Program for FY 2023, and the remainder of the budget (\$75,000) is anticipated to be programmed in the Unified Planning Work Program for FY 2024. Proposals submitted should only contain work which can be completed within the specified project budget.

GENERAL PROJECT ACTIVITIES AND SCHEDULE

General consultant responsibilities include general project management, data collection and analysis, utilizing the Triangle Regional Model, microsimulation, mapping, research, public involvement and outreach, technical analysis, report writing, presentations, meeting facilitation, and formatting and publication of printed and digital documents. The consultant will be requested to bill the MPO on a quarterly basis, and invoices should be accompanied by detailed progress reports. Staff responsibilities include assistance with presentations and meeting facilitation. Adjustments to responsibilities may be made depending on budgetary constraints. The MPO and consultant will prepare a detailed work program at the beginning of the project. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables

The consultant will prepare a detailed work program at the beginning of the project. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables. A notice to proceed is anticipated in December, 2021, and final report documentation and presentations are expected to be complete by June 30, 2023. This timeframe may change based on final schedule start date and activities during the project.

PROJECT PROPOSALS

Proposals of no more than 15 pages in length, numbered 1 through 15, plus a one-page cover letter may be submitted no later than **3:00 p.m. on September 29, 2021** with **one (1) digital copy in a PDF format as an attachment** that will accommodate comments, labeled “Southeast Area Study Update” to Brandon Watson via email to Brandon.Watson@campo-nc.us. Email submissions arriving after 3:00 p.m. will not be considered. Proposal submissions shall not include any pages, attachments, appendices, or addendums beyond the 15-page limit and cover letter. Proposals will need to include a comprehensive response describing the consultant’s knowledge and experience with the tasks described in the above Scope of Services. Proposals should include the following Sections:

1. *Project Understanding and Proposed Approach*: This section of the proposal should include an outline of the understanding of the project goals, scope and important issues associated with the study area; and an approach proposed to address those issues. This section should include a proposed approach to addressing the desired tasks outlined in this document, including proposed software, analysis tools and techniques, and public engagement strategies. This section should also include proposed management and project oversight efforts, as well as hours estimated for each task.
2. *Project Schedule*: A detailed project timeline, including anticipated meetings and deliverables, should be included in the proposal.
3. *Project Team*: Provide resumes, abbreviated if necessary, for specific personnel that will be assigned to the project, including verification that they have experience with similar projects and will be available to complete the project within the allotted time frame, including availability to

begin the project in December 2021. Include proposed organizational chart that clearly identifies task leads.

4. **General Experience Summary:** The summary will need to emphasize the team's experience with conducting successful multi-modal transportation planning efforts, land use policy analysis, and meaningful public engagement. This section should include an overview of directly related project experience of key project personnel.
5. **Firm Overview:** General description of lead consultant firm and any proposed sub-consultant firm(s), including relevant project experience, firm profile, and description of current projects. General discussion of any history of successful collaboration between proposed lead and sub-consultant team members, if applicable.
6. **Project References:** References should include a brief project description, contact name, address, telephone number, email address, and provide evidence of similar work completed within the last five (5) years conducted by the proposing firm(s).
7. **Vendor ID Numbers:** Any interested respondent must be a registered vendor with the City of Raleigh and the NC Department of Transportation prior to executing a contract with the MPO. If available, vendor identification numbers for both organizations should be provided in this section. If not available, the respondent must indicate its willingness to become a registered vendor with the City of Raleigh and NCDOT prior to execution of a contract, and will be expected to work expeditiously to achieve that registration if selected.

EVALUATION PROCESS

Proposals submitted will be evaluated by a selection committee comprised of some Core Technical Team members. The committee will review proposals to determine which, if any, candidate(s) will be invited to interview with the committee. A response to this Request for Proposals does NOT constitute any obligation on the part of the funding partners to conduct an interview with the proposer(s). The review committee maintains the right to select proposer(s) for interviews as they feel appropriate and necessary. When determining which proposer(s) will be invited to interview or selected as the preferred candidate without an interview, the committee will consider the following criteria:

- Qualifications and Experience of the Proposed Team
 - Previous experience of proposed Project Manager with regional and/or multi-jurisdictional studies
 - Technical skills and expertise of key team members
 - Relevant prior experience of key team members in dealing with transportation issues in all modes
 - Demonstrated ability to successfully conduct thorough analysis on complex transportation mobility and safety issues, and objectively present feasible options and recommendations on associated issues

- Demonstrated ability to implement a successful public engagement strategy with various stakeholder interests that provides meaningful input into project outcomes.
- Demonstrated understanding of interrelationships between transportation and land use.
- Understanding of the Project Study Area, Goals and Objectives
 - General familiarity with the study area, including local issues within the regional context
 - General understanding of the project objectives
 - Understanding of local policies affecting regional transportation efforts
 - Familiarity with the framework of the MPO's project programming and prioritization responsibilities, including the Comprehensive and Metropolitan Transportation Plan, the State and MPO Transportation Improvement Program, and the Locally Administered Projects Program
- Proposed Approach to the Project
 - Technical analysis tools and techniques proposed
 - Proposed project timeline/schedule, including appropriate order of described tasks to achieve meaningful recommendations
 - Appropriate and effective public engagement effort
 - Estimated hours by task
 - Availability and ability of team members to engage with various groups and levels of stakeholders throughout the duration of the project.
- Quality of the Proposal
 - Concise description of tasks, staff, and process proposed
 - Neatness, organization, and detail-oriented proposal
 - Clarity of roles and responsibilities of key team members

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, the committee will select an appropriate number of proposer(s) to interview. Interviewees will be evaluated based

on the following criteria:

- Overall quality of project presentation
- Proposal Creativity
- Team dynamic
- Quality of answers provided during the interview

Once a preferred candidate is chosen, the MPO will work with the project team to develop a more detailed scope of services to be included in the project contract. The Capital Area MPO reserves the right to select the most competitive proposals for this project. During the selection process, the MPO will ensure that all answers or clarifications to questions posed by any particular respondent are provided through the project website by 5:00 p.m. on September 16, 2021. The Capital Area MPO reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

GENERAL INFORMATION

The MPO will not accept faxed or emailed information as a valid submission in response to the RFP. The successful firm must enter into a contract with the Capital Area MPO, which specifies requirements for indemnification, insurance and other applicable policies. Contractual provisions are included in Attachment A.

The Capital Area MPO reserves the right to suggest to any or all respondents to this request for qualifications that such respondents form into teams of consulting firms or organizations deemed to be advantageous to the Capital Area MPO in performing the scope of work. The Capital Area MPO will suggest the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available. Respondents have the right to refuse to enter into any suggested relationship.

The Capital Area MPO may reject any or all of the submissions as it deems in its best interests. The Capital Area MPO reserves the right to waive any irregularities or technicalities when it deems the public interest will be served thereby.

This request for proposals does not commit the Capital Area MPO to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or contract for services or supplies. The Capital Area MPO reserves the right to accept or reject any or all responses received as a result of this request for qualifications, or to cancel this request in part or in its entirety if it is in the best interest of the Capital Area MPO to do so.

Attachment A includes additional required contractual provisions and E-verify affidavit, and City of Raleigh Federal Requirements, all applicable in the instance of entering into a contract with the MPO.

Attachment B includes additional federal requirements.

Interested persons, firms and teams shall refrain from contacting members of the selection committee or Core Technical Team regarding this Request for Proposals, except for questions submitted in writing to the MPO project manager as described in this document, during the advertisement, interview, and procurement process. Initiating contact with members of the selection committee or Core Technical Team regarding this Request for Proposals may render the person, firm or team as ineligible for selection.

M/W/DBE GOAL

The City of Raleigh, as Lead Planning Agency for the MPO, maintains a city-wide goal of 15% minority/disadvantage/women-owned business participation in contracted services. While this project shall endeavor to contribute toward that city-wide goal, there is no specified percentage participation of this type required.

METHOD OF COMPENSATION

Upon selection, the Capital Area MPO will propose a contract to the selected consultant for review. The contract is for a cost plus fixed fee with a contract maximum. Reimbursement will be made on a quarterly schedule based on documentation of work tasks completed; exclusive of travel which will be reimbursed on a not to exceed basis for reasonable costs as identified in the contract. The Project Manager will review, and if appropriate, approve payment of all invoices submitted under the contract.

NOTE: DUE TO THE MINI-BROOKS ACT AND THE DESIRE TO EMPLOY A PROFESSIONAL ENGINEER ON THIS PROJECT TEAM, NO FEE IS TO BE SUBMITTED AT THIS TIME. FINAL FEE NEGOTIATIONS WILL COMMENCE WITH THE FIRM(S) SELECTED BASED ON THIS QUALIFICATIONS-BASED SELECTION PROCESS.

CONTACT INFORMATION

Questions regarding this RFP must be received no later than 12 p.m. on September 15, 2021 (emailed to Brandon.Watson@campo-nc.us; no phone calls). Based on questions received, the project manager will provide clarification or further information through the MPO's website (www.campo-nc.us), if needed. **All Proposals in response to this RFP must be received no later than 3:00 p.m. on Wednesday, September 29, 2021.** Proposals received after this time, or not containing all required elements, will not be considered for this project.

Please email completed PDF Proposals no later than 3:00 p.m. on September 29, 2021 to:

Brandon Watson
Brandon.Watson@campo-nc.us

ATTACHMENT A:

Required Capital Area MPO Contract Provisions

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT (this "Contract") is entered into by and between _____, hereinafter referred to as the "Contractor;" and the NC Capital Area Metropolitan Planning Organization, hereinafter referred to as "CAMPO." As the lead planning agency for CAMPO, the City of Raleigh (the "City") is an intended third-party beneficiary to the Contract. All parties herein shall collectively hereinafter be referred to as the "Parties".

WITNESSETH:

WHEREAS, CAMPO desires to procure a contractor to perform services; and

WHEREAS, CAMPO has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, CAMPO has agreed to engage the Contractor, and the Contractor has agreed to contract with the CAMPO, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and CAMPO do contract and agree as follows:

1. Scope of Services

The Contractor shall perform for CAMPO the following described services:

2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contractor shall begin work upon Notice to Proceed and work shall be completed no later than _____. The term of this Agreement shall commence upon execution by CAMPO and shall run through Contractor's completion of all tasks identified in Attachment A to CAMPO's satisfaction.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of \$0 for each day's delay beyond the completion date. If liquidated damages are not applicable to this Contract, insert '(0) zero' in the space above.

3. Compensation; Time of Payment

For services to be performed hereunder, the CAMPO shall pay the Contractor a not to exceed contract amount of \$_____ for services performed during fiscal year (FY) _____ and \$_____ for services performed during FY _____ for a total contract amount of \$_____ unless changed by a duly authorized amendment. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard City of Raleigh payment term is NET 30 days from the date of invoice. **For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order Number _____.** Invoices submitted without the correct purchase order number will result in delayed payment.

4. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards.

5. Standard of Care

Contractor shall perform for or furnish to CAMPO professional and related services in all phases of the project to which this Contract applies as hereinafter provided. Contractor may employ such Contractor's Consultants as Contractor deems necessary to assist in the performance or furnishing of professional and related services hereunder. Contractor shall not be required to employ any Contractor's Consultant unacceptable to Contractor.

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

6. Notices

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

CAMPO:

Attn:

Capital Area MPO

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

Telephone: 919-996-4400

Contractor:

Attn:

Telephone:

Email:

All notices regarding a dispute arising under this Agreement shall also be provided to:

Capital Area MPO

Attn: Executive Director

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

7. Non-discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of any applicable non-discrimination laws.

8. Minority or Women Owned Businesses

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The Contractor shall adhere to any MWBE requirements associated with any public funding involved in this Contract

9. Assignment

This Contract may not be assigned without the express written consent of CAMPO.

10. Applicable Law

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

11. Insurance

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

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

Additional Insured – Contractor agrees to endorse CAMPO and the City of Raleigh as additional insureds 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 "Capital Area Metropolitan Planning Organization and the City of Raleigh are named additional insured as their interest may appear."

Certificate of Insurance – Contractor agrees to provide both CAMPO and the 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 CAMPO and the City of Raleigh 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 Holders' addresses should read:**

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

and

CAMPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

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 CAMPO and the City of Raleigh each 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 CAMPO.

All insurance companies must be authorized to do business in North Carolina and be acceptable to CAMPO.

12. Indemnity

A. PROFESSIONAL SERVICES CONTRACTOR'S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO CAMPO

- a. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold harmless CAMPO, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- b. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

B. PROFESSIONAL SERVICES CONTRACTOR'S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO THE CITY OF RALEIGH

- a. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold harmless the City of Raleigh, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- b. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

C. Definitions:

1. For the purposes of this Section, the term “Fault” shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
2. For the purposes of this Section, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
3. For the purposes of this Section, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

13. 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 CAMPO and not divulged or made available to any individual or organization without the prior written approval of the CAMPO. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of CAMPO 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 CAMPO.

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 CAMPO. 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.

14. 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.

15. Advertising

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

16. Cancellation

CAMPO 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, CAMPO 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 CAMPO. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to CAMPO for damages sustained by CAMPO by virtue of any breach of this Contract, and CAMPO may withhold any payment due to the Contractor for the purpose of setoff until such time as CAMPO can determine the exact amount of damages due CAMPO 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 CAMPO for the purpose set forth in this Contract.

17. 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.

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.

18. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to CAMPO 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 at the time of initial disclosure to the City of Raleigh or CAMPO that may be protected from disclosure as “Confidential” and/or “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 of Raleigh or CAMPO. Contractor understands and agrees that CAMPO and the City of Raleigh 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.

19. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO or the City of Raleigh for use in connection with the performance of this Contract, and will reimburse CAMPO or the City of Raleigh 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 CAMPO.

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

20. Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

21. 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.

22. IRAN DIVESTMENT ACT CERTIFICATION

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

23. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Attachment A: Scope of Services
- Certificate(s) of Insurance
- Federal Requirements

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

THIS CONTRACT is entered into this day of , 20 .
IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly
authorized officer(s), and the MPO has executed with the signature of its Executive Director,
acknowledged by a notary, with the official seal affixed, the day and year first above written.

CONTRACTOR:

By:

Printed Name/Title

(If corporate)

ATTEST:

By:_____

Printed Name/Title

(Affix Seal)

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

State of North Carolina
County of Wake

I, _____, a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2019.

_____, Notary Public

(Affix notary seal)

My Commission Expires: _____, 20____

ATTACHMENT B:

Additional Federal Requirements

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

City of Raleigh (COR) Federal Requirements

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.

Standard Title VI Assurances

The North Carolina Capital Area MPO (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the NC Department of Transportation it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal-Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (b) and 21.23 (e) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-Aid Highway Program and, in adapted form in all proposals for negotiated agreements:

The NC Capital Area MPO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal-Aid Highway program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed this 16th day of NOVEMBER, 20 16.

A handwritten signature in black ink, appearing to read 'C. Lukasina', is written over a horizontal line.

Chris Lukasina, Executive Director, NC Capital Area MPO

PERTINENT NONDISCRIMINATION AUTHORITIES (APPENDIX E)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).