RFP NO. 2692017293

REQUEST FOR PROPOSAL (RFP)

North Corridor and West Corridor Alternative Analysis & Center City System Integration Scope of Work

March 3, 2017
PUBLIC NOTICE

CHARLOTTE – The City of Charlotte, NC, USA (“City”), through its public enterprise the Charlotte Area Transit System (“CATS”) is soliciting responses to a Request for Proposal (RFP) from one or more service firms to provide the following services for the North Corridor and West Corridor Alternative Analysis & Center City System Integration. This RFP defines the proposed scope of services and the basis for selecting the Consultant.

Phase 1
- Project Development & Evaluation
- National Environmental Policy Act (NEPA) update and approval
- FTA News Starts (North Corridor and West Corridor Alternative Analysis & Center City System Integration) Application Support and Documentation

Information related to this solicitation will be posted to the Internet at www.ips.state.nc.us and CATS website. The RFP may be picked up in person at 600 East Fourth Street, Charlotte, North Carolina 28202 9th Floor or electronically (preferred) on the Internet at www.ips.state.nc.us. For questions related to this solicitation contact: David Farmer (david.farmer@ci.charlotte.nc.us)

PROJECT DESCRIPTION

CATS will conduct an Alternative Analysis study for the West and North Corridors beginning in July 2017. This study will also develop system integration scenarios for what will determine how the LYNX Silver Line, West and North corridors enter and integrate in Center City Charlotte. The study’s duration is 18 months with a completion in December 2018. When completed CATS staff will present staff recommendations to the Metropolitan Transit Commission with the purpose of updating the 2030 Transit System Plan.

PROJECT DOCUMENTS

PROPOSED SCHEDULE OF EVENTS

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RFP SUBMITTAL DELIVERY AND DUE DATE
Delivery

Deliver RFP submittal to:  David Farmer  
Procurement Officer  
Charlotte Area Transit System  
600 East Fourth Street  
Charlotte, North Carolina 28202

Due Date

RFP submittal must be received on or before:  
Date:  March 31, 2017  Time: 12:00 PM (EST) Noon

Submittals received after the due date and time will be returned unopened to Respondent.

Submittal Term

All submittals shall be valid for a minimum of ninety (90) days from the above Due Date. Submittals may be withdrawn by written notice received at the address above at any time prior to Due Date.

RFP PREPARATION INSTRUCTIONS

Submission Requirements

Respondents shall submit a response that is clear, concise and complete. The response shall demonstrate the Respondent’s Proposals and experience to undertake the Project.

The response shall conform to the requirements of the RFP. Failure to submit information required by this RFP or in the format specified in this RFP may be cause for disqualification. The Respondent is responsible for being familiar with all sections of this RFP and fully informed of all project requirements in preparing their response. Only a response that provides all of the required services and meets all of the requirements of this RFP will be considered responsive.

Format and Content

Responses shall be prepared in accordance with the format specified in this section.

1. Copies - One original plus ten copies and one USB (eleven in total) shall be submitted.
2. Pages – Submittal shall be limited to single-sided, 8 ½” x 11” pages with 12 point type and 1” margins. Responses should be limited to no more than Twenty (20) pages in length excluding resumes and other required inclusions.
3. Package – Responses shall be submitted in a sealed package, clearly marked in the lower left hand corner as:
RFP No. 2692017293
STATEMENT OF PROPOSALS
Professional Services for the North Corridor and West Corridor Alternative Analysis & Center City System Integration Project

The response shall be organized as follows:

Cover Page
Introductory Letter
Proposed Team, Staff and Experience
Proposed Solution
Work Breakdown Structure
MWSBE Utilization
Required Inclusions

**Introductory Letter**

The introductory letter should be addressed to:

David Farmer  
Charlotte Area Transit System  
600 East Fourth Street  
Charlotte, North Carolina 28202

The introductory letter shall be limited to one (1) page and must contain:

Signature by an official authorized to bind the Respondent.  
A list of key Respondent staff including a Project Manager.

**Proposed Team and Experience**

This section of the response shall present the Respondent's team and staff for the Project. The primary focus of this section should be on the staff involved and their experience/Proposals for their proposed assignments. It shall identify the Project Management Consultant, including any joint venture partners. If the awarded Consultant is a partnership or a joint venture each member thereof shall be jointly and severally responsible to the City for all obligations under the contract. Identify how the project team will be managed and whether the members of the team have previously worked together on a light rail or other transit project, and whether the project(s) included federal funding.

An organization chart shall be included showing staff to be assigned to the Project. The organization chart shall show the employing firms (subconsultants, if applicable) and which staff members will be assigned to work on the project. All of the following must be communicated and or developed:

- Current assignment and location.
- Proposed assignment and location.
• Percent of individual staffing commitment to Project.
• Anticipated staffing travel to and from Charlotte.
• Date available for assignment to Project.
• Work Breakdown Structure Glossary defining deliverables, key staff and or subconsultants responsible with estimated time durations.
• Professional registration.

Capsule resumes highlighting relevant experience shall be included for the Project Manager and key management staff.

The Consultant will be expected to assign a project manager who will be physically located in Charlotte. The project manager will be empowered to make decisions for and act on behalf of the Consultant and will have hands-on experience with passenger rail operations and rail infrastructure design and construction. Other expertise must be made available for project work as required. The City places a premium on the physical location of key consultant staff in the Charlotte area, both as a means of reducing project costs and to help ensure a thorough and integrated understanding of the project.

All firms offering proposals to this solicitation must furnish names, addresses, age of firm, annual gross receipts as well as status as a certified DBE or non-DBE to meet federal reporting requirements as well as the same information for all proposed subconsultants. (See Forms section of this RFP). All participating firms whether as consultant or subconsultant shall be listed on Attachment E (DBE program requirements, specifications, forms and certifications).

**Proposed Solution**

This section of the response shall present the Respondents proposed solution to the provided Scope of Work. The focus of this section is to answer:

• Describe (in 3 pages or less) how you would carry out the work effort so that the Metropolitan Transit Commission could approve Locally Preferred Alternatives for the West Corridor, North Corridor, and integrated Center City Transit Rapid Transit System Plan at their December 2018 meeting. Include a schedule.

• Describe (in 2 page or less) how would you generally allocate the available $2.0 million to $3.0 million project budget on the following project elements:
  - West Corridor LPA
  - North Corridor LPA
  - 2030 Center City Rapid Transit System Integration Plan (including Silver Line LPA previously adopted by the MTC in November 2016)
  - Public Involvement

• Describe (in 2 pages or less) your approach to determining/developing an integrated Center City Rapid Transit System Plan for the five corridors and Gold Line Streetcar in the 2030 Corridor System Plan.

• Describe (in 2 pages or less) how you would identify the appropriate alignment/center city integration for additional future light rail corridors that are not currently included in the 2030 Corridor System Plan.
**Work Breakdown Structure (WBS)**

This section of the response shall present the Respondents Work Breakdown Structure (WBS). The WBS should contain all resources required to meet tasks and subtasks identified to complete the Scope of Work. Therefore, the WBS will be more oriented towards the deliverables. The WBS should be in diagram or list format. The WBS should be partnered with a WBS Dictionary and a Cost Proposal. The WBS Dictionary should have activities in sequence, describe tasks, estimated durations and resources also any constraints. The Cost Proposal should have the estimated cost associated with described tasks and resources. Do not equivocate.

**MWSBE Subcontractor Utilization**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. For the purposes of this RFP, the City will consider a Company’s MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- BE designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only on one (1) criterion considered in the totality of all criteria listed. Companies that are certified as City of Charlotte MWSBEs may propose as the prime Company and are not required to identify MWSBE subcontractors.

**Addenda**

In the event that it becomes necessary to revise any part of this RFP it will be posted to the internet at www.ips.state.nc.us and the CATS website. The City will not be responsible for any oral instructions nor any written materials provided by any person other than the person named in this Section. Each Respondent shall acknowledge receipt of all addenda issued under this RFP by number and date, to be included in their response. Respondent is not required to include copies of the addenda with the RFP.

**Duty to Inquire**

Should a Respondent have questions, observations or comments related to any section of this RFP, the Respondent shall notify the City in writing (written form or electronically). The City will review each question/comment and formulate a response. If necessary, a written Addendum will be issued. Written inquiries (electronic is preferred) must be received no later than **March 17, 2017 by 1:00 PM** at the following address:

David Farmer  
david.farmer@ci.charlotte.nc.us  
Procurement Officer  
Charlotte Area Transit System  
600 East Fourth Street  
Charlotte, North Carolina 28202
Communications

All communications, of any nature with respect to this RFP, shall be to the Procurement Officer. Under no circumstances shall any prospective bidder or respondent be permitted to discuss this solicitation or their anticipated response with any member of the Selection Committee.

Protests

Any protest regarding the solicitation, evaluation or award of a contract by CATS must be submitted in accordance with Section 8.8 (Protest Procedures) of the CATS Procurement Manuel. Copies are available upon request from:

Procurement and Contract Management
Charlotte Area Transit System (CATS)
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202

Signature

All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the party (ies) represented.

Evaluation of responses

Written responses submitted by each Respondent shall be evaluated in accordance with the following criteria in order of importance:

Evaluation criteria:
Proposed Solution at 40%
Project Team/Staff and Experience at 40%
Work Breakdown Structure detail at 20%

Evaluation and Selection

An Evaluation and Selection Committee will be appointed and may include, but is not limited to, representatives of the City of Charlotte, Town of Huntersville, Town of Cornelius, and Town of Davidson including CATS. Contact with any of these representatives regarding this RFP or the selection process is prohibited.

Review for Compliance

After the date for receiving submittals has passed, all submittals shall be recorded and reviewed to determine compliance with the requirements of the RFP. Responses not in compliance with RFP requirements maybe declared non-responsive.

Evaluation of RFPs

The Selection Committee will be given all submittals that meet the requirements of the RFP. The Selection Committee will evaluate the responses using the Criteria shown above.
All Respondents will be provided with results of the evaluation after the award of contract has been approved by the appropriate governing bodies.

**Contract Negotiations**

The most qualified Respondent will be requested to submit a Cost Proposal for commencement of the negotiation process. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The Respondent must be prepared to provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event agreement cannot be reached with the Respondent within a reasonable amount of time as determined by the City, negotiations will be terminated and the next most qualified Respondent will be contacted.

**Single Respondent Response**

In the event there is a single Response to this RFP and said Respondent meets all of the requirements of the Selection Process, a detailed cost proposal shall be requested from the single proposer. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent shall provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event an agreement cannot be negotiated with the single Respondent in a satisfactory manner, City will terminate the negotiations and may re-solicit.

**Confidentiality of Information**

Subject to applicable laws and City policy, financial information required to be submitted with Cost Proposals to establish financial responsibility and other financial data, such as wages, overhead rates, shall be handled as confidential and utilized only as a basis for proposal evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation. All information provided by Respondents to be considered confidential or proprietary must be so labeled at time of submittal.

**Period of Performance**

Performance under a contract awarded pursuant to this RFP (the “Contract”) is estimated to commence July 25, 2017 and shall remain in full force and effect until completion of the project December 2018.

**State and Federal Provisions**

All contracts, subcontracts and purchase orders resulting from this Request for Proposals will contain all State and Federal contract provisions required by law.
Financial Data

Respondents agree to permit access to financial records for a Pre-Award Audit to verify the accuracy of financial data, should City determine that such an audit is required prior to negotiations or award of contract.

Cost of RFP Preparation

City shall not be liable for any expenses incurred by any Respondent. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each Respondent shall hold City harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.

RFP Inclusion in Contract Documents

This RFP, its addenda, along with all documents provided by the successful Respondent will become part of the awarded contract and subject to the terms and conditions of the contract.

Reserved Rights/Limitation on Funding

City makes no representations that a contract will be awarded as a result of this solicitation. City reserves the right to waive any minor irregularities that may be contained in this RFP. The City reserves the right to reject all responses and re-solicit or cancel this procurement if deemed by City to be in its best interest, without indicating any reasons for such action(s).
North Corridor and West Corridor Alternative Analysis & Center City System Integration

Scope of Work

March 3, 2017

Charlotte Area Transit System
City of Charlotte
600 East Fourth Street
Charlotte-Mecklenburg Government Center
Charlotte, North Carolina 28202
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1 PROJECT BACKGROUND

The Metropolitan Transit Commission (MTC) has directed the Charlotte Area Transit System (CATS) to conduct an Alternative Analysis (AA) for the West and North Corridors as well as conduct a rail system integration plan in Uptown Charlotte. The primary purpose of the study is to provide the necessary land use and transportation technical analysis including stakeholder and public outreach to support the selection by the MTC of new Locally Preferred Alternatives (LPA) for the West and North Corridors.

Additionally, a center city systems integration plan needs to be developed that identifies feasible corridors/alignments and operational plans that best tie together the following 2030 Corridor System Plan elements:

- existing Blue Line/Blue Line Extension
- the Gold Line streetcar
- the Silver Line LPA
- the various alternatives for the West and North corridor LPA’s
- the Charlotte Transportation Center, and
- the future Charlotte Gateway Station

Furthermore, in the interest of long term planning and corridor preservation, additional portals, and street alignments should be identified that would serve additional future corridors beyond those included in the 2030 Corridor System plan. The goal of this effort is to identify potential transit needs for a 50 to 100 year future and be able to coordinate with future center city development.

1.1 Study Area

This transit study has three distinct areas; West Corridor, North Corridor, and Uptown Charlotte (Figure 1).

- West Corridor (Figure 2) extends approximately 9.5 miles from Uptown Charlotte to the Mecklenburg County border with Gaston County to the West and is generally 2 to 4 miles wide. Approximately the first 7 miles of the corridor are within the City of Charlotte, while the rest of the corridor (approximately 2.5 miles) is in unincorporated Mecklenburg County.

- North Corridor (Figure 3) extends approximately 26 miles from Uptown Charlotte to the Town of Mooresville in Iredell County and is generally 3 to 5 miles wide. Approximately the first 9 miles of the corridor are within the City of Charlotte followed by 5.5 miles within the town Huntersville, 3 miles within the Town of Cornelius, 1.5 miles within the Town of Davidson, and 5 miles within the Town of Mooresville.

- Uptown Charlotte (Figure 4) is the City of Charlotte’s central business district and is bounded by I-77 to the northwest and I-277 to the North, East, and South. It covers an approximate area of 2 square miles.
1.2 Major Transportation Facilities and Services

Areas in this transit study are served by a diverse array of transportation facilities. Detailed in this section is a breakdown of those facilities by type and area.

### 1.2.1 Major Roadways

Detailed in this section are the major thoroughfares and interstates that currently exist in the West Corridor, North Corridor and Uptown Charlotte Study Areas.

- **West Corridor**: Principal roadways serving the corridor include I-85, I-485, US-29/74 (Wilkinson Boulevard), Billy Graham Parkway (US-521), West Boulevard (NC-160), West Morehead St (US-29) and Freedom Drive (NC-27). An active Norfolk Southern (NS) rail line parallels US-29/74 (Wilkinson Boulevard) its entire length. Charlotte/Douglas International Airport is located near the center of the study area, south of US-29/74 (Wilkinson Boulevard) and east of I-485.

  - I-85 is the most heavily traveled roadway in the West Corridor. It is eight lanes wide throughout the corridor. Interchanges are provided at Freedom Drive (NC-27), US-521 (Billy Graham Parkway), Little Rock Road, I-485, and Sam Wilson Road.

  - I-485 is a 67.6 outerbelt loop encircling the City of Charlotte. In the West Corridor the facility enables north and south travel with interchanges at I-85, US-29/74 (Wilkinson Boulevard) and West Boulevard (NC-160).

  - US-29/74 (Wilkinson Boulevard) is parallel to and south of I-85 for the length of the corridor. From West Morehead Street to Little Rock Avenue, it is a six-lane divided roadway. From this point west it is a four-lane divided roadway. It provides access to the passenger terminal area at Charlotte/Douglas International Airport and has an interchange with I-485 just west of the airport.

  - Billy Graham Parkway (US-521) is a four-lane highway with interchanges and signalized intersections. It provides access to the passenger terminal area at Charlotte/Douglas International Airport and carries and provides a north/south connection between I-85 and I-77.

  - West Boulevard (NC 160) connects I-77 to the south side of the Charlotte/Douglas International Airport (the freight and distribution side of the airport). West of the airport, West Boulevard continues to interchanges with I-485 while NC 160 turns southward and changes name to Steele Creek Parkway.


  - Freedom Drive connects I-77 and I-85 and is the northwestern edge of the West Corridor Study Area.
• **North Corridor:** Principal roadways serving the corridor are I-77, US 21 (Statesville Road), NC 115 (Old Statesville Road), and Beatties Ford Road.

  - I-77 is the major carrier of north-south traffic through the North Corridor study area. In 2004, a North Carolina Department of Transportation (NCDOT) project to widen I-77 from six to eight lanes between I-85 and the I-485 was completed. An additional northbound lane and High Occupancy Vehicle (HOV) lane between I-485 and Gilead Road (Exit 23), and an HOV lane southbound from future I-485 to Brookshire Freeway (I-277) were added in 2005. From Gilead Road (Exit 23) to the north into Iredell County, I-77 is a four-lane facility, with two lanes in each direction. Currently under construction between Uptown Charlotte and Exit 36 is a variable pricing express lane project. Once complete in late 2018 there will be two express lanes in each direction between Uptown Charlotte and Exit 28. One express lane in either direction will run from Exit 28 to Exit 36. Interchanges are provided at I-277, I-85, Lasalle Street, WT Harris Boulevard, I-485, Gilead Road, Sam Furr Road (NC-73), Catawba Ave, and Griffith Street.

  - Statesville Road (US-21) begins just north of Charlotte’s Center City and proceeds north. At Sunset Avenue, near the Exit 16 interchange with I-77, it becomes US 21 and runs parallel to I-77 through Catawba Avenue in Cornelius. It ranges between one-quarter and one-half mile from I-77. Statesville Road / US-21 varies between a two to four lane cross section and has main intersections / interchanges with I-85, I-77, Gilead Road, Sam Furr Road (NC-73), and Catawba Ave.

  - Old Statesville Road (NC 115) begins at the intersection of Sunset Road and Statesville Road. From there it runs parallel to and slightly east of US 21 and I-77, following the “O” line through the northern downtowns of Huntersville, Cornelius, Davidson, and the Iredell County Town of Mooresville. Between Huntersville and Mooresville, the road is as close as 25 feet from the Norfolk Southern “O” line tracks. The road was widened from two to four lanes between Sunset Road and WT Harris Boulevard in 2004.

  - Beatties Ford Road begins in Charlotte’s Historic West End in Center City Charlotte and parallels I-77 to the northwest, terminating at NC-73 in the Lake Norman area. It is a four-lane facility between West Fifth Street and Cindy Lane and becomes a two lane roadway for the remainder of the section to the northwest.

  - Several roadways including W.T. Harris Boulevard, Mt. Holly/ Huntersville Road, Hambright Road, Gilead Road, Sam Furr Road (NC-73), and Catawba Avenue run east-west across the North Corridor and provide connectivity to I-77, US-21, NC-115 and Beatties Ford Road. W.T. Harris Boulevard and NC-73 also connect I-77 with I-85.
• **Uptown Charlotte**: Uptown Charlotte has been typically defined as the area bounded by I-77 and I-277. Inside this “loop” there is a gridded network of streets that provide a variety of mobility functions.

  - I-77 is the northwestern edge of Uptown Charlotte with interchanges at I-277/Brookshire Freeway, West Fifth Street, West Trade Street, West Morehead (US 29/NC 27), Wilkinson Blvd (US 74) and I-277/John Belk Freeway.

  - I-277 is a multi-lane freeway with multiple interchanges providing circulation around Uptown Charlotte as well as access to I-77, Independence Blvd (US 74) Wilkinson Blvd (US-74) and various major thoroughfares. The northeastern section is called Brookshire Freeway while the southwestern is called the John Belk Freeway.

  - There are a series of one way pairs that provide a “workhorse” roadway function inside the “loop”. Those streets are Church Street / College Street, 4th Street / 3rd Street, and 5th Street / 6th Street.

  - The remaining street network in Uptown Charlotte is a mixture of residential streets, “main streets” such as North/South Tryon Street, and minor thoroughfares.

1.2.2 Railways and Airports

This section includes the existing airport and freight rail facilities for each study area.

• **West Corridor**

  - The Charlotte/Douglas International Airport, located in the center of the West Corridor, is the major passenger, cargo, and general aviation airport for the region. In 2015, the airport ranked 5th nationwide in operations, 9th nationwide in numbers of passengers, and 32nd nationwide in tons of cargo. In 2016 the airport accommodated 44 million passengers per year and 154,478 tons of cargo. In December 2016, there were 681 daily departures.

  - Norfolk Southern (NS) Corporation owns and operates a double-track rail line throughout the length of the West Corridor Study Area. The track is south of, and parallel to, US-29/74 (Wilkinson Boulevard). The distance between the track and US-29/74 (Wilkinson Boulevard) is about 0.1 miles near the eastern end of US-29/74 (Wilkinson Boulevard) and about 0.75 miles near I-485. In 2014 NS moved their intermodal operations to a newly completed intermodal facility located just south of the airport’s central parallel runway.
• **North Corridor**

- The Norfolk Southern (NS) “O” Line is a single-track main line that diverges from the NS Atlanta-Washington main line at the ADM plant and proceeds north through Huntersville, Cornelius, Davidson, and Mooresville to join the NS route between Asheville and Salisbury at Barber Junction, east of Statesville. The portion of the line between the ADM plant and the Statesville Road crossing is out of service, and the crossing of the CSX track just south of Seaboard Street has been removed. Access from Charlotte to the “O” Line currently exists via a cutoff track which leaves the NS Charlotte Yard just north of 30th Street and proceeds west, parallel and to the south of 36th Street, to Atando Junction at North Graham Street and Atando Avenue. The line is used infrequently as a light –density freight service

• **Uptown Charlotte**

- The NS rail corridor described in the West Corridor section of this document continues through Uptown Charlotte

- CSX Transportation owns and operates a single-track freight railroad line through the study area serving various businesses and industries in the study area. The rail corridor is part of the CSX main line connecting West Virginia and Tennessee to Wilmington, NC. CSX Transportation has indicated that freight on this corridor will continue to grow.

1.2.3 **Current Transit Service**

Currently, CATS operates the largest transit system between Washington, D.C. and Atlanta, The system provides transit services to a five-county, two-state metropolitan area, which includes Cabarrus, Gaston, Mecklenburg, and Union counties in North Carolina, and York County in South Carolina. CATS currently operates 316 buses with 73 bus routes which are a combination of express, local and regional express bus routes. In November 2007, the LYNX Blue Line light rail service began operations and in 2015 a 1.5 mile streetcar service called the CityLYNX Gold Line opened. Transit service in the West Corridor, North Corridor and Uptown Charlotte are a varied collection of bus and rail services.

• **West Corridor:** Transit service in the West Corridor is primarily provided through local bus service along West Blvd and Wilkinson Blvd.

- There is one neighborhood shuttle serving the Ashley Park neighborhood and areas along West Blvd.

- One crosstown route provides connecting service between the Rosa Parks and SouthPark Community Transit center as well the LYNX Blue Line.

- One service of note is the Sprinter Airport enhanced bus route. Implemented in September 2009, it is an amenity driven service with consistent frequency, public art, branded vehicles, and quality transit
amenities at limited dedicated stops. It is currently the direct link between Uptown Charlotte and the Charlotte-Douglass International Airport.

- One regional express service travels along I-85 between Uptown Charlotte and the Town of Gastonia in Gaston County.

- **North Corridor**: The North Corridor is CATS strongest express bus market in terms of ridership and overall frequency.

  - Three routes provide the bulk of express service along this corridor. Over the past 16 years, in order to meet the ridership demand, CATS has constructed or coordinated with development, three dedicated park and ride lots. Additionally CATS has a park and ride lot currently under construction in the Town of Cornelius with an anticipated opening date this summer.

  - With the opening of the I-77 express lanes in late 2018, CATS has the unique opportunity to improve express service in the corridor. To determine what level of service to provide, CATS is currently coordinating a North Corridor Mobility Study with Huntersville, Cornelius, Davidson, Iredell County Area Transit System (iCATS) and the Iredell County Towns of Mooresville, Troutman and Statesville. Recommendations from that study will be complete by July 2017.

  - Local service in the Towns of Huntersville, Cornelius, and Davidson is provided through the North Meck Village Rider. The service has a fixed route but will also deviate ¾ mile off the main route though scheduled pick up/drop offs.

  - In the City of Charlotte, Route 7 Beatties Ford Road provides service along Beatties Ford Rd and provides connecting services to the Rosa Parks Community Transit Center and the Northlake Mall Park and Ride. The route is CATS 3rd highest ridership bus route.

  - **Uptown Charlotte**: Uptown Charlotte is currently the central transit hub of CATS’ service area.

    - Nearly all of CATS local and express bus routes serve the Charlotte Transportation Center (CTC) as well as the LYNX Blue Line and CityLYNX Gold Line. With over 80,000 weekday riders throughout CATS family of services, a large portion of the transfer between services currently occurs at the CTC.

    - The LYNX Blue Line light rail service has four stations in Uptown Charlotte while the CityLYNX Gold Line has three stops along East Trade Street.

1.3 **Current Transit Initiatives**

CATS has numerous rail and bus projects that are working towards fulfilling the 2030 Transit System Plan. Detailed below are brief summaries of CATS current planning and implementation initiatives.
1.3.1 LYNX Blue Line Extension

The LYNX Blue Line Extension (BLE) extends from Ninth Street in Uptown Charlotte through the North Davidson (NoDa) and University areas to UNC Charlotte. The service will operate generally within the existing railroad right of way from Center City to NoDa and then remain within the North Tryon Street (US 29) right of way from Old Concord Road north, terminating on the UNC Charlotte campus.

Trains will operate seven days a week from 5:00 a.m. until 1:00 a.m. and the fare will equal the cost of local bus fare. Trains will arrive at stations every 7.5 minutes during rush hour and every 15 minutes during non-peak hours. The line is scheduled to begin operations by March 2018.

1.3.2 CityLYNX Gold Line Phase 2

CityLYNX Gold Line Phase 2 extends the current streetcar segment by 2.5 miles on the east and west ends of the line, creating an interim system of 4 miles. CityLYNX Gold Line Phase 2 will extend west 2 miles from the Charlotte Transportation Center to French Street, and east one-half mile along Hawthorne Lane from Novant Presbyterian Hospital to Sunnyside Avenue.

1.3.3 Charlotte Gateway Station

The Charlotte Gateway Station (CGS) Project is a partnership between the City of Charlotte and the North Carolina Department of Transportation. The project may be constructed in multiple phases based on availability of funding. CGS will be a comprehensive multi-modal transportation facility in vibrant uptown Charlotte at the intersection of West Trade and Graham Streets. This signature passenger station will provide both long-distance travelers and daily-commuters with greater accessibility to regional connections as well as to Charlotte’s thriving employment, entertainment and cultural centers. Currently CATS is working towards a design vision for the CGS and an implementation plan.

1.3.4 Envision My Ride

Envision My Ride is a new initiative to redesign the current bus system. Through this initiative, CATS plans to study bus route structure and frequency to determine how to improve the system and better serve the Charlotte region. Over the next twelve months, CATS will conduct extensive public outreach to best understand what is most important to riders. CATS will use this feedback to develop a plan for route and service adjustments. Below are the overall goals of this study.

- Cross-town and suburb-to-suburb bus service
- Connections between different bus routes and between bus and light rail
- Frequency of service
- More direct services

1.4 Comprehensive Planning / Previous Studies

CATS strives to coordinate transit services and planning with the area’s land use and transportation efforts. Details regarding some of the region’s and City of Charlotte’s transportation and land use initiatives can be found in Table 1-1.
### Table 1-1 Comprehensive Planning

<table>
<thead>
<tr>
<th>Agency</th>
<th>Plan/Study</th>
<th>Webpage</th>
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<tr>
<td>Charlotte Regional Transportation Planning Organization (CRTPO)</td>
<td>Comprehensive Transportation Plan (CTP)</td>
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<td></td>
<td>Charlotte District Plans</td>
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<td>Charlotte Place Types and Unified Development Ordinance</td>
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<td></td>
<td>Eastfield Station Area Plan</td>
<td><a href="http://charlottenc.gov/planning/AreaPlanning/TransitStationAreaPlans/NorthCorridor/Pages/home.aspx">http://charlottenc.gov/planning/AreaPlanning/TransitStationAreaPlans/NorthCorridor/Pages/home.aspx</a></td>
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<td>Thoroughfare Projects</td>
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<td></td>
<td>Market Studies</td>
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</table>
There has been several transit studies conducted in the West Corridor, North Corridor, and Uptown Charlotte. In Table 1-2 those studies are detailed. The studies are available for review at the following website: [http://charlottenc.gov/cats/transit-planning/Pages/documents.aspx](http://charlottenc.gov/cats/transit-planning/Pages/documents.aspx)

<table>
<thead>
<tr>
<th>Year</th>
<th>Plan/Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>2025 Transit Land Use Plan</td>
</tr>
</tbody>
</table>
| 2002 | North Corridor Major Investment Study  
|      | West Corridor Major Investment Study  
|      | Center City Final Report |
| 2006 | North Corridor DEIS Alternatives Considered (Draft)  
|      | West Corridor DEIS AA Tech Report (Draft) |
| 2008 | North Corridor Commuter Rail Preliminary Draft Report |
| 2009 | Transportation Investment Generating Economic Recovery  
|      | American Recovery & Reinvestment Act of 2009 Grant Application  
|      | North Corridor Commuter Rail Project |
| 2011 | Charlotte Streetcar Environmental Assessment (CityLYNX Gold Line) |
| 2011 | LYNX Blue Line Extension Final Environmental Impact Statement |
| 2011 | Northeast Corridor Light Rail Project Land Use and ED New Starts Report |
| 2014 | Red Line WHITE PAPER: Evaluation of the Impacts  
|      | of the Norfolk Southern Passenger Rail  
|      | Policy on the LYNX Red Line Corridor |
| 2014 | CityLYNX Gold Line Land Use and ED Small Starts Report |
| 2016 | LYNX Silver Line Transit Study |

### 1.5 Current Locally Preferred Alternatives

The original 2025 Transit/Land Use plan has been updated three times since 1998; 2002, 2006, and 2016. It is now called the 2030 Transit System Plan and still holds true to the original plan. It contains the guiding principles and transit vision for CATS. Currently for the North and West Corridors there are Locally Preferred Alternatives (LPA) that were approved in 2006.

#### 1.5.1 West Corridor

Currently proposed since 2006 in the 2030 Transit System Plan for the West Corridor is a 7 stop 5.5 mile future phase of the CityLYNX Gold Line streetcar project. The route as identified would operate along Cedar Street, West Morehead Street and Wilkinson Boulevard with a terminus at proposed Airport People Mover near Harlee Ave and Wilkinson Blvd. Since 2006 there have been developments that call into question the choice of street car to the airport.
• Charlotte Douglass International Airport has rapidly expanded.

• A large mixed use district just south of the airport called The River District was recently approved by Charlotte City Council.

• The LYNX Silver Line Study recommended that the Silver Line continue through Uptown and extend to Airport as a light rail corridor

• CATS and NCDOT have more experience with implementing light rail in street right-of-way having collaborated to build the Blue Line Extension in the median of North Tryon Street

1.5.2 North Corridor (Red Line)

The proposed Red Line Commuter Rail Project is a 25-mile commuter rail system operating over existing tracks owned by the Norfolk Southern Corporation (NS) between downtown Charlotte and Mount Mourne, an area immediately south of Mooresville, North Carolina. The rail line runs though the centers of downtown Huntersville, Cornelius, Davidson and Mooresville. Improvements to the rail line would include replacement of ties and rail, signalization, protection of at-grade crossings, and construction of up to 12 stations and a vehicle maintenance facility (VMF).

Currently, Norfolk Southern’s operating policy will not allow any passenger rail service on their property. In order to move the North Corridor towards a more implementable rapid transit alternative, a new transit corridor must be defined.

1.6 Metropolitan Transit Commission Action

As it relates to this study, CATS in November 2016, recommended the MTC approve the following action:

• Direct staff to proceed with consultant solicitation for a study to determine the Locally Preferred Alternative (LPA) technology and alignment for the West (Airport) Corridor.

• As part of the same study, determine how best to connect the LYNX Silver Line LPA with the West Corridor LPA in downtown Charlotte that results in a well-coordinated integrated transit system. The study will also consider how future, additional rail corridors should best access the Center City.

MTC approved the action and since November 2016 CATS has discussed with the MTC the need to include the North Corridor as part of this AA. MTC supports that comprehensive approach. Thus, the North Corridor will be included with this AA.
1.6.1 Alternative Analysis

This study is expected to have duration of approximately 18 months, beginning in July 2017 and ending in December 2018. The goals of this AA are:

- Provide the necessary land use and transportation technical analysis including stakeholder and public outreach to support the selection by the MTC of new Locally Preferred Alternatives (LPA) for the West and North Corridors. North and West Corridor LPAs approved by the MTC.

- Corridor preservation strategies for the approved LPAs

- Additionally, a center city systems integration plan needs to be developed that identifies feasible corridors/alignments and operational plans that best tie together the following 2030 Corridor System Plan elements:
  - Blue Line/Blue Line Extension
  - CityLYNX Gold Line
  - LYNX Silver Line LPA
  - West and North corridor LPA’s
  - Charlotte Transportation Center
  - Charlotte Gateway Station
  - Additional portals, and street alignments identified that would serve additional future corridors beyond those included in the 2030 Corridor System plan

- A System Integration Plan for Uptown Charlotte that integrates the LYNX Blue Line, LYNX Silver Line with the North and West Corridor LPAs.

2 PROJECT MANAGEMENT AND COORDINATION MEETINGS

The purpose of this task is to manage the team’s activities, participate in the activities of the Project’s Management Team, coordinate with other related projects, attend project management meetings, provide proper project documentation and communication protocol, and prepare monthly invoicing and reporting.

2.1 Project Management Plan

The Consultant shall prepare a detailed Project Operations Plan (POP), consistent with the Project Management Plan (PMP) prepared and completed by CATS in advance of the POP, which will consist of a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures. This POP will serve as the guide for all aspects associated with management of the project. It will take into account the administrative, document control, and communication requirements of CATS and the City of Charlotte and will apply to all of the Consultant team members and their staffs.
Activities:

- Obtain relevant information from CATS, City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, Charlotte Douglas International Airport, NCDOT, and Consultant team members to be used in the preparation of the POP
- Develop initial draft of POP, and circulate among team members for review and comment
- Submit draft POP to Project Management Team for review and comment
- Receive comments and revise draft as required
- Distribute final POP controlled document to Project Management Team members
- Update POP as directed by CATS Project Manager

Deliverables:

- Draft Project Operations Plan
- Electronic copies of a POP document, two weeks after receipt of comments, containing all elements, including a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures

2.2 Project Management Meetings

Per the POP, the Consultant project manager shall meet with the CATS’ project manager and appropriate project team members, as well as appropriate sub consultants, to coordinate activities among the Project Management Team (PMT), review progress and budget, identify issues and courses of action needed to resolve those issues.

Activities:

- Monthly coordination meetings with project team members and others necessary to report and discuss project status and identify and resolve issues
- Develop Action Item Lists that identify issues and the entity responsible for resolution
- Prepare and distribute meeting minutes.
- Provide a monthly updated Status List of task deliverables.

Deliverables:

- Meeting minutes within five calendar days
- Materials for project and issues meetings as required
- Status List three days prior to scheduled coordination meetings

2.3 Project Coordination / Documentation / Correspondence

The Consultant shall prepare and implement, consistent with the POP, a document control system for the project. The Consultant shall prepare and distribute incoming and outgoing correspondence, and maintain a project filing system.
Activities:

- Establish the document control plan and office procedures for the Project Office
- Provide administrative services support to Consultant team members at Project Office.
- Establish Central Project Filing System and Library
- Prepare Issue Tracking documentation
- Maintain Master Schedule

Deliverables:

- Document Control Plan and Office Procedures
- Project Participant Directory
- Project Correspondence in accordance with PMP directives
- Document Control System

2.4 Monthly Reporting / Invoices

The Consultant shall prepare and submit monthly progress reports on a scheduled basis including:

- Estimated percentage of work completed and budget expended per major task
- Schedule activity report
- Work activities anticipated for following month for major tasks
- Existing and anticipated issues/problems that may affect the budget, schedule or work products
- Updated project schedule with milestones and deliverables
- Monthly invoices documenting project costs and remaining budget by major task.

Activities:

- Prepare Monthly Invoices and Progress and Schedule Reports
- Review monthly invoices and progress reports of subconsultants
- Prepare monthly invoices and progress reports for the project team
- Prepare and update project schedules with milestones and deliverables

Deliverables:

- One original and one copy of the monthly invoice and supporting documents.
- One original and one copy of the monthly progress and schedule report.

2.5 Quality Assurance / Quality Control

The Consultant and all subcontractors shall comply with CATS Quality Assurance Plan. In addition, the Consultant Team will comply with the Consultant’s Quality Assurance Plan by designating Quality Assurance/Quality Control reviewers for each major deliverable provided to CATS. Documentation of the QA/QC reviews will be maintained in the Project Office for CATS review. Each QA/QC reviewer will have experience in the required discipline area for each major deliverable.
Activities:
- QA/QC review of major project deliverables
- Document QA/QC comments and disposition for project files
- Respond to CATS’ QA/QC audits as required

Deliverables:
- QA/QC Stamped deliverables

2.6 PROJECT CONTROL SYSTEM

All parties shall use the City’s web-based project control software (e-Builder) as directed by the City. The anticipated use includes, but is not limited to, document/record management, meeting notifications and minutes, submittal and approval of project deliverables, and invoice processing. Information on e-Builder can be found at www.e-builder.net. The City shall provide training and support at no cost to the Consultant.

2.7 Data Collection Log

The purpose of this task is to document data collection.

Activities:
- Prepare list of information requested from various responsible parties
- Develop and maintain log of collected data and information

Deliverables:
- List of Request for Information (RFI)
- Data/Information Log/Report

3 PUBLIC AND AGENCY INVOLVEMENT

This task develops and implements a carefully crafted program for the participation of all interested parties in the study area. Venues for public involvement will be provided throughout the schedule to further define the alternatives, station locations and preliminary station area plans. This task will be closely coordinated with CATS community relations staff, the project management staff of CATS, NCDOT, Town Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, CDOT, Charlotte Douglas International Airport, and the Charlotte Mecklenburg Planning Department. The program shall be consistent with the CATS public involvement plan.

3.1 Public Involvement Plan

During the Alternatives Definition phase, CATS community relations staff, the City of Charlotte, NCDOT, Town of Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, and the Consultant will develop and implement a public involvement approach. The Consultant will provide support for the approach, development, and implementation of any public involvement efforts. CATS community relations staff will
prepare a Public Involvement Plan (PIP), which will serve as a basis for all public and agency involvement activities throughout the project. The PIP will build upon previous activities in the corridor. The PIP will identify roles and responsibilities for each type of activity, and will establish various advisory committees as appropriate, that the City and Consultant will use throughout the study to solicit public input. The Consultant shall support the identification of and the communication to minority and ethnic populations along the corridor, provide outreach strategies for populations with Limited English Proficiency (LEP), and support the PIP through the preparation of technical materials for public meetings and attendance at meetings.

**Activities:**

- Review and comment on CATS Public Involvement Plan.

**Deliverables:**

- Comments on the Public Involvement Plan.

### 3.2 Public Outreach

During the course of the alternative analysis and station work, the Project Team and the Consultant will conduct a number of public meetings to present information to the general public, as well as to receive input. The Consultant shall assist CATS community relations staff in preparing for these meetings, presenting technical information (when requested), and documenting the meetings. Additionally the Consultant staff will assist with coordinating outreach and messaging with other interrelated initiatives (e.g., Charlotte Place Types/UDO). The Consultant will attend a wide range of public meetings, including public open houses, station/station area planning meetings, meetings of the MTC, Charlotte Regional Transportation Planning Organization (CRTPO), meetings with the Town of Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, meetings with the Charlotte Douglass International Airport and meetings with the Charlotte Mecklenburg Planning Department and its committees. The Consultant may be required to attend and participate in additional meetings with city, county, or agency staff.

**Activities:**

- Develop outreach strategies for a diverse population base of senior citizens, minority and ethnic population groups, and LEP population groups.
- Prepare technical information, as needed
- Prepare minutes/summaries of each meeting attended
- Provide support staff for public engagement

**Deliverables:**

- Agendas, graphics, other presentation materials (including PowerPoint), sign-in sheets, and handouts, as required, for open house.
- Minutes/summaries of each meeting.
3.3 Content Management

CATS current website ([www.ridetransit.org](http://www.ridetransit.org)) will be used throughout the project duration. CATS will develop and maintain this website for the Corridor project as a supplemental means to inform the general public and to receive public input. Newsletters and other public information materials will be presented on the website. CATS will also generate additional interactive surveys, questionnaires, virtual open house documentation, and other public involvement efforts under this task including incorporating social media. Additional agencies with electronic media platforms to inform the public about the project will include the websites and social media platforms of the Town of Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, and CRTPO. CATS will have final editorial review of all digital, print and social media content related to the project.

**Activities:**

- Generate website and supporting electronic materials as required to support overall public involvement objectives.
- Prepare draft text and graphics as needed for print, online, or social media content
- Revise draft newsletters and prepare final text, graphics, and tables for each of the newsletters
- Review the final newsletter before printing and distribution by CATS.

**Deliverables:**

- As needed, base information and updates suitable for insertion into the web pages and social media platforms.

4 DEFINITION OF ALTERNATIVES

The purpose of this task is to define rail alternatives and options for the three study areas to be evaluated; North Corridor, West Corridor, and Uptown Charlotte.

4.1 Project Initiation

The Consultant will coordinate with the CATS Project Manager to schedule a kick-off meeting with the project management team and identify relevant issues for the AA process based upon an initial review of existing documents, corridor conditions, and technical advisory committee input. A tour of the corridors will also be included.

**Activities:**

- Schedule Kick-Off Meeting

**Deliverables:**

- Meeting Minutes
4.2 Review and Assess Previously Completed Work

There have been numerous recommendations for rapid transit, highway improvements, and land use in the Study Areas. As a result, there is a great deal of published information that can be called on to inform this AA. The Consultant will review and summarize the findings in order to synthesize relevant issues and identify how these issues are to be addressed in the AA. The Consultant will review other transportation and land use resources from the area to assess anticipated future conditions.

**Activities:**

- Review and assess previously conducted work

**Deliverables:**

- Technical memorandum summarizing previously completed work including key directions that will guide the alternatives analysis.

4.3 Develop Problem Statement, Goals, Objectives and Evaluation Criteria

With input from the PMT and the public, the Consultant will define the initial problem statement, goals, objectives and evaluation criteria based upon FTA guidance and other guidance, including but not limited to the 2030 Transit System Plan, City of Charlotte Area Plans *Centers, Corridors and Wedges Growth Framework*, and Area Plans from the Town of Huntersville, the Town of Cornelius, the Town of Davidson, Town of Mooresville, and the Charlotte Aviation Department Master Plan and Economic Development Plan. The problem statement, goals, objectives and evaluation criteria will create the framework for the development and evaluation of alternatives and the content of the AA.

**Activities:**

- Identify areas of effect for each of the social, economic, environmental and transportation issues or resources
- Present problem statement, goals, objectives and evaluation criteria to PMT and public committees
- Develop an understanding of existing developments, recent and approved /pipeline developments and adopted plans
- Prepare minutes of any meetings
- Prepare draft document of problem statement, goals, objectives and evaluation criteria
- Prepare materials for public meetings

**Deliverables:**

- Land use evaluation map(s) that shows adopted land use and potential needs/impacts.
- Document presenting the problem statement, goals, objectives and evaluation criteria.
4.4 Define Alternatives at a Conceptual Level

During this initial analysis, the Consultant will work CATS and the PMT to develop a multi-day workshop to identify conceptual transit alternatives. The workshop should include activities that discuss how transit can further the land use and community vision of the distinct areas in the study. During this initial phase cost and constructability will not lead the analysis. The goal will be to set the tone for a new bold vision for each corridor. Alternatives developed during this phase should include or a combination thereof from the following list:

- Current Freight Rail Corridor alternatives
- Light Rail in exclusive guideway with parallel rail trail
- Light Rail in mixed traffic and exclusive guideway
- Streetcar in mixed traffic
- Streetcar in mixed traffic and exclusive guideway
- Connections to LYNX Blue Line
- Options that do not connect to the LYNX Blue Line
- Connections to CityLYNX Gold Line
- Integration with the LYNX Silver Line LPA

Once alternatives have been developed using the goals, objectives of the study The Consultant will apply the evaluation criteria to the alternatives. This initial round of alternatives and screening will be presented to the project team and the public for additional input. Alternatives that meet the goals and satisfy the evaluation criteria will be carried into the next phase of development.

Activities:

- Meet with railroad company staff to discuss short and long range freight traffic plans and the feasibility of passenger rail service on their tracks and right of way.
- Develop conceptual rail transit alternatives
- Discuss options with CATS Rail Operations
- Discuss Light Rail/Streetcar mixed traffic operations with Charlotte Department of Transportation and NCDOT.
- Identify alternative segments best suited for different operating scenarios
- Develop conceptual capital and operating estimates based upon CATS local experience and industry standards.
- Develop materials for project team and public meetings
- Develop graphics and content for CATS website

Deliverables:

- Meeting Minutes
- Technical memorandum defining the alternatives and initial screening
- Text and graphics describing preliminary social, economic, environmental and transportation benefits and impacts associated with each of the alternatives
- Tier 1 traffic analysis of the alternatives
- Preliminary Health Impact Analysis Memorandum
- Memorandum summarizing the methodology, evaluation criteria and measures of effectiveness
5 ASSESSMENT AND REFINEMENT OF ALTERNATIVES

The purpose of this task is to evaluate alternatives for continued development.

**Activities:**

- Refine Evaluation Criteria
- Update goals and objectives
- Initial station location analysis
- Assessment of Social, Economic, Environmental and Transportation Issues.
- Concentrated analysis of the impacts of alternatives on Neighborhood Character, Health, Affordable Housing, Access to Employment, and Household Transportation Costs
- Assess Alternatives
- Define Alternatives

5.1 Refine Alternatives

This task will focus on alternative definition. Feasibility of alternatives will determine alternatives to be taken to further development. This task will document alternatives to undergo more detailed evaluation.

**Activities:**

- Document refined definition of alternatives
- Refine conceptual capital and operational cost estimates
- Coordinate with CATS service planning in the development of future bus networks
- Prepare inputs for the travel demand model

**Deliverables:**

- Technical Memorandum: Refined Definition of Alternatives that will include guideway design, bridge evaluation, maintenance facility, environmental screening, and station locations
- Tier 2 traffic analysis

5.2 Assessment and Detailed Definition of Alternatives

During this analysis, the Consultant will work CATS and the PMT to develop a multi-day workshop to refine the transit alternatives. The full range of information developed will be assessed based on land use, ridership, cost, political, environmental, and engineering issues. If appropriate, additional areas for further analysis and development will be recommended including but not limited to Health Impacts, access to employment, community character and affordable housing.

**Activities:**

- Refine the identification of the areas of effect for each of the social, economic, environmental and transportation issues or resources
- Evaluate the refined benefits and impacts of the alternatives based on the assessment methodologies
- Identify the methodology for assessing the detailed effects of the alternatives on existing and proposed infrastructure as well as the environment
- Refine evaluation criteria and measures of effectiveness based on the project goals, objectives, and purpose and need
- Assess the benefits and impacts of the refined alternatives
- Summarize the effects in an evaluation matrix and develop a set of findings and conclusions
- Conduct Work Session with Project Team to discuss the finding of the assessment.

**Deliverables:**

- Technical memorandum describing draft assessment areas and methodologies
- Memorandum summarizing the evaluation criteria and measures of effectiveness for engineering and environmental assessments
- Evaluation matrix outlining benefits and impacts

### 5.3 Refine Detailed Definition of Alternatives

This task will develop final detailed alternatives that will be the basis for a staff recommendation to the MTC with the purpose of a LPA selection.

**Activities:**

- Document refined detailed definition of alternatives

**Deliverables:**

- Technical Memorandum: Refined Detailed Definition of Alternatives with Stations
- Rail Operations plan
- Maintenance Facility locations
- Corridor Preservation Strategies
- Health Assessment and Household Transportation Costs of the final alternatives
- Visualizations, Renderings and Graphics detailing the alternatives

### 6 STATION SITE SELECTION

The purpose of this task is to determine the number and locations of stations, and complete station site selection and all aspects of preliminary station planning. The Consultant will coordinate this task with the Charlotte Mecklenburg Planning Department, Town of Huntersville, Town of Cornelius, Town of Davidson, and the Town of Mooresville in order to develop/access station area principles, station location evaluation criteria, and station area planning guidelines. Additionally the Consultant will provide a Corridor Real Estate Analysis.
It is possible that stations recommended in this study may differ than currently approved station areas. The Consultant will work with The City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson, and the Town of Mooresville in order to understand how any new proposed station area can be incorporated into the land use visions and goals for each jurisdiction.

6.1 Station Location Analysis

The objective of the task is to identify station site locations for all stations. The Consultant shall provide information for draft and final station location decisions including evaluation/technical analysis of alternative locations, public meeting support and meetings with CATS, City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson, Town of Mooresville, and other appropriate agencies.

Activities:

- Review transit engineering station location from prior corridor studies.
- Ensure that station locations are closely coordinated with land use planning efforts from the City of Charlotte, Town of Huntersville, Town of Cornelius, and the Town of Davidson.
- Station intensity analysis for use in future value capture models
- Develop transit engineering station location evaluation criteria and measures for each station
- Review criteria with staff from CATS, the City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson and the Town of Mooresville and revise as appropriate
- Incorporate public input into station location evaluation criteria
- Review station locations with the project team and revise as necessary
- Conduct workshops to review preliminary station location recommendations
- Prepare a station location report identifying platform locations

Deliverables:

- Station location report
- Engineering station location evaluation criteria

6.2 Document Station Elements and Site Envelope

Building on the transportation analysis and operation planning, the Consultant shall develop basic station requirements, or programs, for each potential station. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and program elements that will define each station's site envelope (parking, storm water, major access points, system components) for impact assessment.

Activities:

- Prepare program elements and station envelope for each station
- Ensure that station locations are closely coordinated with land use planning efforts from the City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson, and the Town of Mooresville.
Deliverables:

- Technical Memorandum identifying preliminary station program elements. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and identify technical requirements for platform locations, bus bays and bus circulation areas, kiss-and-ride spaces and the number of park-and-ride spaces as appropriate to each station.
- Station envelope concept plans.
- Visualizations, Renderings and Graphics detailing the alternatives

7 CORRIDOR PRESERVATION

Due to the long term nature of this study, The City of Charlotte, Town of Huntersville, Town of Cornelius, Town of Davidson, the Town of Mooresville, NCDOT, and Mecklenburg County will need to implement corridor preservation strategies and methods in order to ensure the future implementation of LPA identified in this study.

Activities:

- Conduct research in corridor preservation
- Provide best practices in corridor preservation
- Present findings to the project management team
- Review Study Area Capital Improvement Projects
- Assess rail with trail preservation strategies

Deliverables:

- Technical Memorandum: Corridor Preservation Strategies and Methods

8 COST ESTIMATES

The purpose of this task is to provide preliminary capital and operational cost estimates for the recommended LPAs in the FTA's Standard Cost Categories.

The Consultant shall provide Capital/Operational Cost Reports for the West and North Corridor LPA’s based on existing and proposed conditions for the LYNX Blue Line, LYNX Blue Line Extension and CityLYNX Gold Line. Estimates should include costs associated with LPA corridor preservation. Estimates will include costs for Facilities, Systems and Equipment, Rights-of-Way and City allowances (soft costs). Facilities costs will be comprised of guideway, stations, parking/roadways, major structures, surface modifications, and trackwork. Systems and Equipment will include rolling stock, power supply, electrification and distribution, signals and communications, and fare collection. City allowances will contain costs for administration, project management, construction management, community relations and involvement, insurance/legal, start up and testing, and training. The Consultant shall revise the capital/operational cost estimates depending on the refinements of alternatives and variations developed during the design process. All estimates shall be coordinated with the City for input of cost data including historical costs, soft costs, overhead and escalation. The Consultant shall develop other cost estimates on an as needed basis for analysis purposes during the design process.
Activities:

- Obtain and review LYNX Blue Line and CityLYNX Gold Line existing and proposed costs
- Develop cost estimates
- Establish cost database
- Prepare Capital Cost Reports
- Prepare Operating Cost Reports
- Using CATS-defined format, set up cost change documentation mechanism, including establishing baseline cost for corridor LPA

Deliverables:

- Initial, interim and final Capital and Operating Cost Reports
- Cost Change Tracking Mechanism and Cost Baseline for corridor LPA

9 SYSTEM INTEGRATION

The purpose of this task is to provide recommendations and operating scenarios for Uptown Charlotte.

Activities:

- Discuss with CDOT and NCDOT the existing and future plans for I-277/I-77.
- Prepare, in consultation with CDOT, an evaluation matrix of all downtown streets that identifies positive, negative, and/or fatal flaw characteristics that determine suitability for use by transit.
- Coordinate with CATS operation for input on future bus service
- Conduct workshops to developing an all rail operating scenario in Uptown Charlotte
- Develop rail interlining scenarios between the LYNX Blue Line, LYNX Silver Line, and options developed through this AA
- Identify system integration/preservation strategies for accommodating future rail corridors beyond the five in the 2030 Corridor System Plan with a goal of maximizing future Uptown Charlotte transit gateway capacity. CATS needs to have a Center City transit integration strategy that will preserve and/or not preclude additional primary transit spine(s) for the Charlotte of 2070( or 50-100 years).
- Develop inputs for use in a Travel Demand Model
- Determine additional possible rail corridor entry/exit points into Uptown Charlotte

Deliverables:

- System Integration plan
- Future uptown rail corridors
10 PREPARATION OF ALTERNATIVE ANALYSIS DOCUMENTATION

The purpose of this task is to prepare the AA document for review by CATS, City of Charlotte Town of Huntersville, Town of Cornelius, Town of Davidson, Federal Transit Administration, and NCDOT prior to finalization and circulation to the general public. The AA will summarize the alternatives that have been considered, the affected environment, the anticipated environmental impacts associated with the project, alternative mitigation measures, and the costs and performance of the project. This task shall summarize all information prepared.

Activities:

- Develop AA document outline
- Create draft AA document
- Create meeting materials for use in presentations to the MTC and general public
- Develop materials for LPA approval

Deliverables:

- Presentations to the MTC for the purposes of LPA selection and adoption
- Presentations to the CRTPO for the purposes of LPA inclusion into the Metropolitan Transportation Plan (MTP) and Comprehensive Transportation Plan (CTP)
- Meeting minutes
- Final AA Document
Figure 4 Center City Study Area

Legend
- West Corridor Study Area
- Proposed LYNX Red Line
- Proposed LYNX Red Line Station
- CityLYNX Gold Line Phase 1 and 2
- Proposed LYNX Silver Line
- Proposed LYNX Silver Line Station
- LYNX Blue Line
- LYNX Blue Line Extension
- LYNX Blue Line Station
- Interstate
- Railroads
- County Boundary

Data Source: City of Charlotte, CATS, NCDOT
Figure 2 West Corridor Study Area

Legend
- West Corridor Study Area
- Proposed LYNX Red Line
- Proposed LYNX Red Line Station
- Proposed CityLYNX Gold Line
- Proposed LYNX Silver Line
- Proposed LYNX Silver Line Station
- LYNX Blue Line
- LYNX Blue Line Extension
- LYNX Blue Line Station
- Interstate
- Railroads
- County Boundary

Data Source: City of Charlotte, CATS, NCDOT
Figure 1
North Corridor / West Corridor / Center City Study Areas

Legend
- North, West, Center City Study Areas
- Proposed LYNX Red Line
- Proposed LYNX Red Line Station
- Proposed CityLYNX Gold Line
- Proposed LYNX Silver Line
- Proposed LYNX Silver Line Station
- LYNX Blue Line
- LYNX Blue Line Extension
- LYNX Blue Line Station
- Interstate
- Railroads
- County Boundary

Data Source: City of Charlotte, CATS, NCDOT
Contract for Services

PROJECT:
WEST CORRIDOR AND NORTH CORRIDOR ALTERNATIVE ANALYSIS & CENTER CITY SYSTEMS INTEGRATION PROJECT

OWNER:
City of Charlotte

CONSULTANT:
This PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into and shall be effective as of _____________ (the “Effective Date”), by and between, _________________, a ______________ corporation registered and doing business in North Carolina (the “Consultant”), and the City of Charlotte, a North Carolina municipal corporation (the “City”).

RECITALS

A. The City sent out a Request for Proposals (RFP# 269-2017293) for professional services for the City’s LYNX North Corridor and West Corridor Alternative Analysis & Center City Systems Integration (the “Project”), requesting qualifications from consulting firms. This Request for Proposal, together with all attachments and amendments, is referred to herein as the “RFP.”

B. In response to the RFP, the Consultant submitted to the City a Proposal dated ___________. This response, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal”

C. The Charlotte City Council has authorized the City to enter into this Contract for ________________ services for the City’s LYNX North Corridor and West Corridor Alternative Analysis & Center City Systems Integration Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained in this Contract, the parties agree as follows:
GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

The following words and phrases, when used in these General Conditions or elsewhere in the Contract shall have the following meanings:

1.1 **Additional Work** means work not provided for in the Contract.

1.2 **Amendment** means a written change to the terms and conditions of this Contract executed by both parties.

1.3 **Approval** means the endorsement, sanction or authorization by the City of a proposal, plan, procedure, action, document, report, specification, design, drawing, deliverable or any part thereof, undertaken, promulgated or developed by the Consultant in accordance with the indicated requirements of the Contract.

1.4 **Approved** means written approval from the City or its designated representative.

1.5 **CATS** means the Charlotte Area Transit System and shall be synonymous with the “City” for the purposes of this Contract.

1.6 **CBI Charlotte Business Inclusion** Means MWSBE requirements.

1.7 **Change Notice (CN)** means a notice issued by the City to the Consultant specifying a change to the Scope of Services to be performed by the Consultant.

1.8 **Change Request (CR)** means a request issued by the Consultant to the BLE Project Director requesting a change to the Scope of Services to be performed by the Consultant.

1.9 **Change Order (CO)** means a written order issued by the City, pursuant to Article 3.2, to the Consultant delineating changes in the Scope of Services of the Contract and establishing the basis of payment and time adjustments for the Work affected by the changes.

1.10 **City** means the City of Charlotte, the North Carolina municipal corporation that is the public owner of the Project embodied by these Contract Documents.

1.11 **Consultant** means the individual, firm, partnership, corporation, joint venture or any combination thereof, who, as an independent Consultant has entered into this Contract with the City, as set forth in the Recitals, and who is referred to throughout the Contract Documents by singular number and neutral or masculine gender.
1.12 **Contract** means the reciprocal undertakings, obligations, and rights of the City and the Consultant. The Contract represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements either written or oral. When referring to this document, the terms “Contract” and “Agreement” are synonymous.

1.13 **Contract Documents** means the several writings that evidence the Contract. They consist of these General Conditions and all attachments referenced herein, which are hereby incorporated by reference and attached to this Contract.

1.14 **Contract Modification** means a change to the Contract that is signed by the Consultant and the City, which provides for a change in the Contract provisions, including Additional Work outside the scope of the original Contract.

1.15 **Contract Term** means the number of calendar days or specified date set forth in the Contract for completion of the Work, including authorized amendments or modifications thereto; also referred to as Time of Completion.

1.16 **Contracting Officer** means the Department Director for CATS, or his designated representative, authorized and empowered to execute contracts and agreements on behalf of the City.

1.17 **Council** means the Charlotte City Council.

1.18 **Day or Days** means calendar day or days unless otherwise designated.

1.19 **Delay** means any circumstance which has the effect of preventing the Consultant from performing the Work, or a portion thereof, which at the time of the delay was on the Project Schedule and which prevents the Consultant from achieving Substantial Completion before the expiration of the Contract Term.

1.20 **Deliverable** means any document, item, service, or work product that the Consultant is responsible for providing to the City under this Contract and which becomes property of the City upon delivery.

1.21 **Department** means the Charlotte Area Transit System (CATS).

1.22 **Effective Date** means the date on which the terms and conditions of this Contract shall govern all contract activity as opposed to the Original Contract.

1.23 **Environmental Law** means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include
without limitation, the Resource, Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq. (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act (TSCA), 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Occupational Safety and Health Act (OSHA), as amended; the Clean Air Act, as amended; the North Carolina Oil Pollution and Hazardous Substances Control Act (OPHSCA), N.C. Gen. Stat. §143-215.77; the Inactive Hazardous Sites Act, N.C. Gen. Stat. §130A-310; and any other state, federal or local environmental statutes, rules, regulations, ordinances, orders and/or decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

1.24 **Environmental Permit** means any permit, license, approval, consent, or authorization issued by a federal, state or local government entity concerning, covering or relating to any Environmental Law.

1.25 **Execution of the Contract** means the signing of this Contract by the authorized representative of the City and the authorized representative of the Consultant.

1.26 **Final Acceptance of the Project** means written acceptance by the City of all the Work, including plans, schedules, procedures, reports, drawings, forms, manuals, modifications including those deemed necessary during the warranty period, and certification as required by this Contract. Final Acceptance of the Project shall not take place until expiration of all warranty periods.

1.27 **Government** means any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Contract or the Project.

1.28 **Hazardous Materials** means (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), as amended from time to time, and regulations promulgated thereunder.

1.29 **Key Personnel** shall be defined as set forth by Article 6 of the General Conditions of this Contract.

1.30 **Laws and Regulations** means the applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over or providing funding for the Contract or the Project.
1.31 **Project Data** means any illustrations, drawings, schedules, plans, performance charts, instructions, brochures, diagrams, performance and test data, test procedures, existing drawings, operational manuals, maintenance manuals, lists and data, descriptive literature, catalogs, catalog cuts, and other information that is identified as a Deliverable in the Scope of Services.

1.32 **Project** means the LYNX West/North Alternative Analysis & Center City System Integration as defined in the Scope of Work in the Request for Proposal.

1.33 **Project Manager** means the employee of the City designated by the City as the primary person with oversight of the Project and as the primary point of contact for the Project.

1.34 **Railroads** shall collectively mean CSX Transportation (CSX), North Carolina Railroad (NCRR), Norfolk Southern (NSR), Norfolk Southern Intermodal, Aberdeen Carolina & Western (AC&W), North Carolina Department of Transportation—Rail Division (NCDOT-Rail), and Amtrak.

1.35 **Reliability** means the probability that equipment or a system will perform its intended functions without failure and within design parameters under specified operating conditions for which designed and for a specific period of time.

1.36 **State** means the State of North Carolina.

1.37 **Subconsultant** means any person or entity (individual, partnership, firm or corporation) who has a direct contract with the Consultant or another subconsultant to perform a portion of the Work undertakes, with the prior approval of the City, the partial or total of one or more items of Work under the terms of this Contract, or who performs other services for the Consultant as required to fulfill the terms of this Contract by virtue of an agreement with the Consultant or another subconsultant.

1.38 **Task** means any specific Work item designated by this Contract or the Project Manager.

1.39 **Technical Data** means written, typed, or printed material prepared by the Consultant whether or not copyrighted, and submitted by the Consultant as part of a Deliverable. Technical Data includes, but is not limited to: product data, drawings, pictorial representations, reports, schedules, studies, and assessments.

1.40 **Technical Specifications** means the specific requirements setting forth the materials and methods required to accomplish the Work.

1.41 **Upgrade** means to raise and improve the quality, classification, and usefulness.
1.42 **Work** means the furnishing of personnel, services, labor, and other incidentals necessary or convenient to the successful completion of design, contract administration, and system integration of the Project and the carrying out of the duties and obligations imposed by this Contract, including alterations, amendments, or extensions thereto made by Change Order. Such Work shall be described in detail in the Scope of Services in Supplementary Conditions B.

**ARTICLE 2 – INTERPRETATION**

2.1 **Incorporation of Supplementary Conditions & Exhibits**

The following Supplementary Conditions and Exhibits are attached to this Contract and are incorporated into and made a part of this Contract by reference:

- Supplementary Conditions A: Scope of Services
- Supplementary Conditions B: Project Schedule
- Exhibit 1: Compensation
- Exhibit 2: Key Personnel
- Exhibit 3: Required inclusions - Certifications and Forms
- Exhibit 4: Insurance Requirements

Each reference to this Contract shall be deemed to include all attachments. Any conflict between any provisions of this Contract shall be resolved as follows:

A. The Supplementary Conditions shall control over all other Contract provisions.

B. The General Conditions shall control over all other Contract provisions except for the Supplementary Conditions and the Federal Contracting Requirements.

C. All Exhibits shall be inferior to the General Conditions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection, except the Federal Certifications shall control over all other Exhibits.

D. Any reference to contractor in the Supplementary Conditions and/or Exhibits or Appendices shall be deemed to mean the Consultant.

**ARTICLE 3 – DESCRIPTION OF WORK**

The Consultant shall perform the services described in Supplementary Conditions B attached to this Contract and incorporated herein by reference (the “Work”). The Consultant shall perform the Work onsite at the City’s facility in Charlotte, North Carolina, except to the extent the City specifically agrees in writing to the contrary. Unless otherwise provided in Supplementary Conditions B, the Consultant shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.
3.1 Contract Modification
In the event that the City desires to alter the terms of this Contract, or desires a reduction, expansion, or modification of the Work that includes an alteration of the terms of this Contract or a global settlement of multiple contractual claims, the City shall issue to the Consultant a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) Days after receipt of the written notification, the Consultant shall provide the City with a detailed cost or cost reduction and schedule proposal for the Work to be performed or to be reduced. This proposal shall be accepted by the City or modified by negotiations between the Consultant and the City and, thereafter, both parties shall execute a written Contract Modification.

3.2 Change Orders
The City may at any time, by written order, make changes within the general Scope of Services or Project Schedule to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by the order, the City shall make such adjustments as are appropriate and equitable and shall modify the Contract in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) Days from the date of the Consultant’s receipt of the Change Order; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Contract.

3.3 Additional Work
In the event the City desires for the Consultant to perform any work not covered by this Contract (“Additional Work”), the Consultant will provide such Additional Work at the accepted hourly and unit prices set forth in this Contract and Federal Acquisition Regulations (FAR) Part 31. The Consultant shall not perform any Additional Work without the prior express written authorization of the City. Any Additional Work provided by the Consultant without prior authorization and accepted by the City shall be reimbursed to the Consultant as determined by the City. The City’s calculation of cost for unauthorized, accepted Work shall be final and binding upon the Consultant. The City shall not be required to pay for hours worked that are not reasonable in relation to the Work provided, nor shall the City be required to pay for out-of-pocket expenses that are not reasonable. In no event shall the City be liable for any costs not allowable pursuant to any governmental regulation including but not limited to FAR Part 31. Each invoice for Additional Work shall detail all services performed and shall itemize in detail and provide documentation for all out-of-pocket expenses for which the Consultant seeks reimbursement.

Unless specified in a written Contract Modification, no change, reduction, modification or expansion of the Work within or beyond the scope of this Contract shall serve to modify the terms and conditions of this Contract.

The Consultant will comply with the schedule set forth in Supplementary Conditions C, as amended from time to time during the Contract term, in performing the Work. The parties agree that time is of the essence to this Contract specifically including, but not limited to, the Consultant meeting each completion date specified in this Contract including, without limitation, Supplementary Conditions C; provided, however, the Consultant shall not be responsible for delays caused by the City or third parties other than its subconsultants. All references to days in
ARTICLE 4 – COMPENSATION

4.1 Total Fees & Charges
The City agrees to pay the Consultant on a cost-plus-fixed-fee basis for the Work, provided that the total amount payable under this Contract shall not exceed $__________, subject to the limitations of Article 4.2. This amount constitutes the maximum fees and charges payable to the Consultant, including expenses, in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties.

4.2 Limitation of Cost
The Consultant agrees to perform, or have performed, Work on the Contract up to the point at which the total amount paid and payable by the City under the Contract approximates but does not exceed the amount approved by the Council. The Consultant shall make every effort to perform the Work and any other obligations under this Contract within the estimated cost.

The Consultant shall begin Work under this Contract immediately following a written Notice to Proceed (“NTP”) from the City after execution of the Contract. The Consultant shall not perform any Work (nor incur any related costs) that exceeds the total amount approved by Council and authorized by the Project Manager unless it receives a written authorization from the City. Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause, the City shall not be liable for any Work performed or costs incurred in violation of this subsection.

4.3 Invoices & Expenses
Not more than once per month and in a form approved by the City, the Consultant shall submit an invoice to the City detailing all direct and indirect charges incurred pursuant to this Contract, as further detailed in Supplementary Conditions B (Scope of Services) and Exhibit 1 (Compensation) to this Contract.

The Consultant shall not charge the City at overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

The Consultant may invoice the City for expenses incurred by, but not yet paid by, the Consultant.

All reimbursable expenses submitted by the Consultant must comply with the City’s requirements and General Services Administration (GSA) guidelines, charges for meals and incidental expenses (M&IE) for the first and last day of travel shall be calculated at seventy-five percent (75%) of the current maximum GSA rate. M&IE costs are allowable only when preceded or followed by an overnight stay. Employees are considered to be in “travel status” when, in the performance of business-related activities, they are required to stay overnight at a location more than forty-five (45) miles from their assigned duty location and personal residence. The current GSA M&IE rate prevails and is intended to cover the cost of meals and incidental expenses, including
meal tips, as well as tips for porters, hotel maids, etc., unless the Consultant has an existing per diem rate for the specific local that is less than the maximum GSA rate.

In addition to the GSA requirements, the City will not reimburse the Consultant in a manner or amount that is inconsistent with the North Carolina State Budget Manual.

The Consultant shall submit a copy of its current travel reimbursement procedures and allowable daily rates. Claimed expenses must be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the City requires the Consultant to maintain detailed source documentation that can be verified through the audit process. The means of cost reimbursement must be either by submission of detailed receipts or by daily per diem rates. When utilizing daily per diem, receipts are not required. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased for the benefit of employees in travel status shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

A. Direct Labor Rates

Direct labor rates shall be the wages or salaries actually paid to employees, principals or partners directly charging time to the Project as described in Exhibit 1.

Direct labor costs shall be the total number of hours worked on the Project by each employee multiplied by the regular time rate for such employee’s labor category.

The City will only compensate the Consultant for the costs of actual services authorized and performed for the staff services listed in this Contract in accordance with the compensation schedule in Exhibit 1; provided however that the total of payments to the Consultant for Services shall not exceed the amounts listed in Exhibit 1 without prior written approval by the City.

Approved individual labor rate adjustments may be allowed no more than once annually and must be submitted to the City for approval no later than June 1st of each year. Once approved by the City, any adjustment to the individual labor rates shall be effective on Work or services performed beginning the 1st day of the July fiscal billing period and shall not result in an increase in the total amount payable under the Contract. Any requests for an adjustment to the individual labor rates of the Consultant’s subconsultants shall be included with the Consultant’s request. At the City’s discretion, other adjustments may be made to the effective labor rates.

B. Indirect Costs

Allowable indirect costs are those costs (e.g., payroll burden, general overhead and administrative costs) of the Consultant which are not identified solely with one agreement, but are rather, company-wide or attributable to more than one agreement of the Consultant, and are not identified as unallowable. Provisional indirect cost rates (e.g., fringes, overhead, G&A, etc.) shall be submitted by the Consultant and are subject to review and acceptance by the City. All proposed rates are subject to audit by the City. The City must approve any adjustments to
the indirect costs rates in writing. Current approved overhead rates and corresponding multipliers for the Consultant, and some subconsultants, are set forth in Exhibit 1.

Indirect costs shall be the product of all direct labor costs multiplied by an overhead rate. To calculate the allowable indirect labor costs the two multipliers (home overhead rate and field office rate) in Exhibit 1 shall be used, subject only to changes authorized by the City.

For interim billing purposes, the City shall pay the Consultant those overhead rates of allowable straight-time hourly wages incurred as established in Exhibit 1. Said overhead rates shall be established in accordance with FAR principles and may be adjusted once annually during the term of the Contract beginning twelve (12) months from the effective date of this Contract. The Consultant shall submit accounting data justifying such adjustments, based on historical costs over the preceding fiscal year. Any adjustment to the overhead rates shall be effective on Work performed subsequent to the request for such adjustment and shall not result in an increase to the total amount payable under the Contract. The final overhead rates for each year will be determined by audit and subject to adjustment, increase or decrease, based on actual cost.

C. **Direct Costs**

Direct expenses (or reimbursable expenses) shall be only those costs necessary for the accomplishment the Work, and not otherwise compensated under the Consultant's direct labor costs and indirect cost rates. For reimbursable expenses the compensation shall be the actual reasonable expenses incurred by the Consultant and subconsultants. The Consultant shall submit accounting data identifying all direct costs for which payment is requested. The Consultant shall not request and the City shall not pay any additional fees or markups on actual reimbursable expenses. All direct expense purchases of goods, materials and services made by the Consultant on behalf of the City shall be made competitively wherever practicable. Reimbursement of direct costs is further described in Exhibit 1. Some subconsultant services will be billed at hourly billing rates as further described in Exhibit 1. The Consultant shall submit accounting data identifying all direct costs for which payment is requested. The Consultant shall not request and the City shall not pay any markup on actual direct costs.

D. **City Determination Final**

The City's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive. Approval of incurred costs shall not be unreasonably withheld, conditioned, or delayed.

The Consultant shall mail an original invoice to:

North Corridor West Corridor Center City Alternative Analysis  
Attn: Project Director  
City of Charlotte  
600 East Fourth Street  
Charlotte, NC 28202

And shall post a second original invoice to:
E. Payment & Interest
The City will pay properly submitted invoices within sixty (60) days after the receipt of the Consultant’s invoice (the "Due Date"), provided that the invoice has been submitted at the appropriate time as authorized in Supplementary Conditions C.

Each month, the Consultant shall submit an invoice to the City in detail sufficient for a proper pre-audit and post-audit thereof detailing all direct and indirect charges incurred pursuant to this Contract. Such invoices should identify the following: (i) the City Contract number, (ii) the CATS Project number, (iii) specific task description for which payment is being requested, (iv) the time period covered by the invoice, (v) the amount of payment requested, (vi) if applicable, an itemized list of all sales tax (specifying the State and/or County assessing such tax) and (vii) NCDOT reporting number, if applicable.

In addition to the invoice, the Consultant shall submit with the invoice a copy of their timesheets, expense receipts and any other documentation justifying their expenses. Timesheets shall identify employee name, title, date(s) worked, and calculated compensation rate. The calculated compensation rate will identify hourly rates, overhead and any associated fees.

Failure to provide this information on each and every invoice may result in a delay in payment. There shall be no interest penalties assessed against the City for late or partial payments. The City shall pay the Consultant only for Work that is actually performed by the Consultant and approved by the City.

No payment, whether monthly or final, to the Consultant for any Work shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the Consultant under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the Consultant to satisfactorily perform the Work as required under this Contract.

In addition to the FAR and GSA requirements, the City shall not reimburse the Consultant in a manner that is inconsistent with the North Carolina State Budget Manual.

F. Late Billings
As a condition of payment, the Consultant must invoice the City for Work within sixty (60) days after such Work is performed. THE CONSULTANT WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES OR EXPENSES THAT HAVE NOT BEEN INVOICED TO THE CITY WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER SUCH SERVICES WERE RENDERED OR EXPENSES INCURRED. This waiver shall not apply to changes in the Scope of Services or Additional Work that is under negotiation between the City and the Consultant as described in Articles 3.2 and 3.3 herein.
4.4 **Time Records**
The Consultant shall be responsible for keeping documentation sufficient to verify the time billed to the City. The City shall have the right to audit the Consultant's time cards, invoices, reports and other documents relating to the Work performed under this Contract, and shall not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Work that did not meet the standards and requirements referenced in this Contract. The Consultant shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 AM to 5:00 PM Monday through Friday, whenever requested by the City.

4.5 **Employment Taxes & Employee Benefits**
The Consultant acknowledges and agrees that its employees and subconsultants are not employees of the City. The Consultant represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with provision of the Work.

4.6 **Audit**
The Consultant shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Contract. During the term of this Contract and for a period of three (3) years after expiration/termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Consultant necessary to evaluate Consultant's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Consultant. However, if non-compliance is found that would have cost the City in excess of ten thousand dollars ($10,000.00) but for the audit, then the Consultant shall be required to reimburse the City for the cost of the audit, in addition to reimbursing the City for any non-compliance.

4.7 **Cost Overruns**
The Consultant estimates that performance of this Contract will not exceed the amount specified in this Contract and shall make every effort to perform the Work specified in the Scope of Services and any other obligations under this Contract within the estimated cost. The Consultant shall notify the City in writing whenever it has reason to believe that within the next sixty (60) days, the costs it expects to incur, together with all expenses previously incurred for that task, will exceed the total task amount allotted by the City. The notice shall state the estimated amount of additional funds required to continue performance for the task, as specified in Supplementary Conditions B (Scope of Services) and Exhibit 1 (Compensation), beyond the total estimated allotted task amount. Additionally, if during the course of the Work, it appears that any fee or allowance may be exceeded, the Consultant shall timely notify the City in writing. The Consultant shall not continue performance under this Contract (excluding actions under Article 10, Termination for Convenience) or to otherwise incur costs in excess of the amount allocated unless authorized by the City. Any Work not preapproved by the City that that exceeds any fee, allowance or rate in this Contract shall be at the Consultant’s expense and the City will not be required to pay Consultant for such Work.

A. The Consultant shall notify the Contracting Officer and Project Manager in writing whenever it has reason to believe that:
The expected costs under this Contract will, within the next sixty (60) days, exceed seventy-five (75%) of the total amount appropriated for the Contract by the Council; or

The total cost for the performance of this Contract, exclusive of any fee, will be either greater or substantially less than what has been previously contemplated in the agreed upon costs specified in Article 4.2.

B. As part of the notification required by this Article 4.7, the Consultant shall provide the Contracting Officer and Project Manager a revised estimate of the total cost of completing the Work under this Contract within thirty (30) days of the initial notification.

C. Following the notification required by Article 4.7.A, the City and the Consultant shall confer to determine the Work to be completed. The Consultant agrees to attend any and all meetings, including Council presentations that may be required in order for City officials to evaluate the Work performed up to the time of the notification.

4.8 Withholding of Payment

Final costs may be audited prior to the City making final payment to the Consultant. Along with the Consultant’s submission of its final invoice to the City, the Consultant shall assert any and all claims for payment it has against the City in connection with this Contract, along with a signed release, in a form provided by or approved by the City in writing, from any future claims for payment arising out of the Contract. The failure to assert all claims against the City with the final invoice will act as a waiver of claims not asserted.

In the event payment is withheld under this Article 4.8, the Consultant waives any right to interest on such payment. Nothing in this Article shall relieve the Consultant from any obligations it has under N.C. Gen. Stat. §143-134.1 or federal regulation regarding the payment of subconsultants. Change Orders shall not authorize the Consultant to exceed the amount previously approved by the City unless such Change Order contains a statement increasing the amount allocated.

4.9 Final Payment

Final payment constituting the unpaid balance of the Contract shall be due and payable after the City has accepted the project by certificate of final completion. All deliverables must be received and accepted by the City before final payment can be made. Final costs may be audited prior to the City making final payment to the Consultant. Along with the Consultant’s submission of its final invoice to the City, the Consultant shall assert any and all claims for payment it has against the City in connection with this Contract, along with a signed release, in a form provided by or approved by the City in writing, from any future claims for payment arising out of the Contract. The failure to assert all claims against the City with the final invoice will act as a waiver of claims not asserted.

4.10 Refunds, Rebates, or Credits

The Consultant shall assign to the City any refunds, rebates, or credits accruing to the Consultant that are allocable to costs for which the Consultant has been paid.
4.11 Prompt Payment to Subconsultants

It is the policy of the City that prompt payment for all purchases and services satisfactorily rendered are to be made to all subconsultants. In accordance with N.C. Gen. Stat. §22C, the Consultant is required to pay subconsultants for satisfactory performance of their contracts within seven (7) days after the City has paid the Consultant for such Work. Additionally, the Consultant shall pay the subconsultant within one hundred twenty (120) days of the date of the subconsultant's invoice the undisputed portions of subconsultant’s invoices due for payment, independent of any payment by the City to the Consultant. If the Consultant withholds any retainage pending final completion of any subconsultant’s work, the Consultant is required to pay the retainage so withheld within seven (7) days after such subconsultant completes his work satisfactorily, regardless of any payment of retainage by the City to the Consultant. Upon proper proof of the payment of amounts so withheld, the City will release to the Consultant an equivalent amount of the sums it withholds for payment under Article 4.8 of these General Conditions. The Consultant's failure to pay subconsultants as provided herein shall be a material breach for which the City may cancel the Contract.

4.12 Payment Affidavits

The Consultant agrees to provide to the City with each invoice for payment submitted under this Contract, a written payment affidavit detailing the amounts paid for previous invoices by the Consultant to first-tier subconsultants and suppliers in connection with this Contract (“Payment Affidavits”). Payment Affidavits shall be in a form as specified by the City in Exhibit 1, and shall include all payments made to first-tier subconsultants and suppliers under this Contract that are not included on a prior Payment Affidavit.

Failure to provide a properly completed version of each Payment Affidavit required by this Article 4.12 shall constitute a default under this Contract and shall entitle the City to: (1) withhold payment of any amounts due the Consultant (whether under this Contract or otherwise) or (2) exercise any other remedies legally available for breach of this Contract.

In order to have a properly completed Payment Affidavit, each prime consultant and first-tier subconsultant identified must be registered in the City’s Vendor Registration System. The City may request, on a case-by-case basis, that the Consultant require certain suppliers to be registered in the City’s Vendor Registration System, and may withhold payment of any amounts due the Consultant in the event the Consultant fails to comply with such request.

4.13 Sales/Use Tax

The Consultant shall pay all applicable federal, state and local taxes that may be chargeable against the performance of the Work. North Carolina sales and/or use taxes are applicable to purchases of construction materials and other tangible personal property acquired by the Consultant, or by the Consultant’s subcontractor, for use in performing Work under a City contract or subcontract. Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (NC Revenue Laws N.C. GEN. STAT. § 105-164.4 and 105-164.6). Consultants are liable for payment of applicable franchise, corporate income, license and withholding taxes (NC Revenue Laws N.C. GEN. STAT. § 105-122, 105-123, and 105-163.2). Consultants shall report all sales and/or use taxes in conjunction with this
Project on the Sales/Use Tax Statement provided in Exhibit 5 with each invoice submitted.

Sales/Use Tax Statements must be completed and signed by the Consultant/subconsultant’s company officer submitting the statement and certified by a Notary Public. Sales/Use Tax Statements must list in detail the sales/use tax paid for each individual invoice paid by the Consultant/subconsultant. No lump sum, running total, or copies of previously reported statements will be accepted. Sales/Use Tax Statements must show separately the state and county sales/use tax paid, identifying the county accordingly. The Sales/Use Tax Statement must also indicate whether such tax was paid by the Consultant or by the Consultant’s subconsultant. If no taxes have been paid for the period in which a payment request is being sought by the Consultant, then the Consultant shall indicate “No taxes paid this period” and submit the Sales/Use Tax Statement accordingly.

**ARTICLE 5 – DUTY OF CONSULTANT RELATING TO PERSONNEL & FACILITIES**

5.1 The Consultant shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Consultant to perform the Work, (ii) a list of the City’s personnel whose presence or assistance reasonably may be required by the Consultant to perform the Work, and (iii) any other equipment, facility or resource reasonably required by the Consultant to perform the Work. Notwithstanding the foregoing, the Consultant shall not be entitled to request that the City provide information, personnel or facilities other than those which Supplementary Conditions B specifically requires the City to provide, unless the City can do so at no significant cost. The Consultant shall not be relieved of any failure to perform under this Contract by virtue of the City’s failure to provide any information, personnel, equipment, facilities or resources: (i) that the Consultant failed to identify and request in writing from the City pursuant to this Article; or (ii) which the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Article, the Consultant shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Consultant of any claim or defense it may otherwise have based on the City’s failure to provide such information, personnel, facility or resource.

**ARTICLE 6 – REMOVAL, REPLACEMENT & PROMOTION OF CONSULTANT PERSONNEL**

6.1 The City shall have the right to require the removal and replacement of any personnel of the Consultant or the Consultant’s subconsultants who are assigned to perform Work on behalf of the City. The City shall be entitled to exercise such right in its sole discretion by providing written notice to the Consultant. The City must approve in writing any hires or transfers of personnel to “Key Personnel” positions on the Project, and the City shall have the right to interview all personnel that the Consultant proposes to hire or transfer to such positions. As used in this Contract, the term “Key Personnel” shall mean all personnel of the Consultant or its subconsultants who are identified in the Key Personnel Commitment Matrix, listed in Exhibit 3, or whom the City from time to time designates in writing to the Consultant as fulfilling a key role in the Project. Unless approved by the
City in writing, the Consultant will not: (i) remove the Consultant’s Key Personnel from
the Project or permit its subconsultants to remove Key Personnel from the Project; or (ii)
materially reduce the involvement of the Consultant’s Key Personnel in the Project or
allow its subconsultants to materially reduce the involvement of Key Personnel in the
Project.

6.2 The Consultant will replace any personnel who leave the Project with equivalently
qualified persons. The Consultant will replace such personnel as soon as reasonably
possible, and in any event within thirty (30) days after the Consultant first receives notice
that the person will be leaving the Project. If the Consultant gets more than seven (7)
days behind in completing any Deliverable required by this Contract or the Project
Schedule, the Consultant will devote all personnel assigned to the Project to working on
the Project on a first-priority basis. As used in this Contract, the term “personnel”
includes all staff provided by the Consultant or its subconsultants, including but not
limited to Key Personnel.

ARTICLE 7 – REPRESENTATIONS & WARRANTIES OF CONSULTANT

7.1 The Consultant represents, warrants, and covenants that:

A. The Consultant has the qualifications, skills and experience necessary to perform
   the Work described or referenced in the Supplementary Conditions B.

B. The Work shall satisfy all requirements set forth in this Contract, including without
   limitation Supplementary Condition B. Additionally, all Work performed by the
   Consultant pursuant to this Contract shall meet industry standards, and shall be
   performed in a professional and workmanlike manner by staff with the necessary
   skills, experience and knowledge.

C. Neither the Work, nor any Deliverables provided by the Consultant under this
   Contract will infringe or misappropriate any patent, copyright, trademark, trade
   secret or other intellectual property rights of any third party. The Consultant shall
   not violate any non-compete agreement or any other agreement with any third
   party by entering into or performing this Contract.

D. It has not retained any party other than a bona fide employee working for the
   Consultant to solicit this Contract, and that it has not paid or agreed to pay any
   outside party consideration in any form contingent upon securing this Contract.
   For breach of this warranty, the City shall have the right to terminate this Contract
   for cause.

E. In connection with its obligations under this Contract, the Consultant shall comply
   with all applicable federal, state and local laws and regulations and shall obtain
   all applicable permits and licenses. The Consultant shall assign an engineer or
   architect duly licensed to practice in North Carolina to supervise the Work. The
   design and engineering services for this Project shall be performed and/or
   approved by a Professional Engineer or Registered Architect licensed to practice
   in North Carolina.

F. The Consultant warrants that it is a corporation duly organized, validly existing
   and in good standing under the laws of the state of New York and is registered
and in good standing with the North Carolina Secretary of State. The Consultant further warrants it has all the requisite power and authority to execute, deliver and perform its obligations under this Contract, and the execution, delivery, and performance of this Contract have been duly authorized by the Consultant.

ARTICLE 8 – OTHER OBLIGATIONS OF THE CONSULTANT

8.1 Work on City’s Premises
The Consultant will, whenever on the City's premises, obey all instructions and City policies that the Consultant is made aware of with respect to performing Work on the City’s premises.

8.2 Regeneration of Lost or Damaged Data
If the Consultant loses or damages any data in the City's possession, the Consultant shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Consultant's own expense, a new machine-readable copy of lost or damaged data from the City’s data sources.

8.3 Repair or Replacement of Damaged Equipment or Facilities
In the event that the Consultant causes damage to the City's equipment or facilities, the Consultant shall to the extent that such damages were caused by the negligence of Consultant and, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Consultant’s action.

8.4 Project Supervision
The Consultant shall be liable to the City for any reasonable costs incurred by the City to correct, modify or redesign any drawings submitted by the Consultant that are not in accordance with the provisions of this Contract, as well as any reasonable costs to correct or modify the design work performed by the Consultant's subconsultants based on drawings submitted by the Consultant that are not in accordance with the provisions of this Contract. The Consultant shall, in the first instance and before the City incurs any such costs, be given reasonable opportunity to correct, modify or redesign the drawings at no additional cost to the City. In the event the Contract is terminated for convenience or cause by the City, the Consultant's right to cure under this Article 8.4 shall not apply to any defects that do not become reasonably known to the City within sixty (60) days after such termination by the City.

ARTICLE 9 – SUBSTITUTE PERFORMANCE

9.1 If the Consultant fails through Consultant’s fault to comply with the schedule set forth in Supplementary Conditions C, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights or remedies under this Contract, at law or in equity. The Consultant shall reimburse the City for reasonable, direct costs incurred by the City in exercising its rights to perform or cause to be performed some or all of the Work pursuant to this Article.
ARTICLE 10 – TERMINATION

10.1 Term
This Contract shall commence on the Effective Date and shall continue in effect until the Work has been completed and accepted by the City. The City may terminate this Contract, in whole or in part, for the City's convenience or because of the failure of the Consultant to fulfill its obligations under the Contract. The City shall terminate this Contract by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (i) immediately discontinue all Work (unless the notice directs otherwise); and (ii) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and all other information and materials accumulated in performing this Contract, whether completed or in process.

10.2 Termination for Convenience
The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Consultant. As soon as practicable after receipt of a written Notice of Termination without cause, the Consultant shall submit a statement to the City showing in detail the Work performed under this Contract through the date of termination. In the event the City terminates this Contract, the Consultant shall continue performing the Work until the termination date designated by the City in its termination notice. If the City terminates this Contract without cause, the City shall pay the Consultant for Work rendered through the date of termination at the rates set forth in Exhibit 2. The City's obligation to make the payments required by this Article is conditioned upon the Consultant providing to the City prior to the date of termination all materials referenced in Article 10. Nothing in this Article shall be construed as limiting any right of the City in the event of a breach.

10.3 Termination for Funding Withdrawal
The City may terminate this Contract immediately on written notice to the Consultant if at any time the Charlotte City Council for any reason does not appropriate funding.

10.4 Termination for Cause
By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

A. The other party violates or fails to perform any material covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

B. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations
C. Any notice of default pursuant to this Article 10 shall identify this Article of this Contract and shall state the party’s intent to terminate this Contract if the default is not cured within the specified period.

10.5 Opportunity to Cure
The City shall in the case of a termination for cause, allow the Consultant thirty (30) days in which to take action to cure the defect (so long as such defect is reasonably susceptible to cure). In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Consultant fails to remedy the breach or default to the City's satisfaction within thirty (30) days after receipt by Consultant of the City’s written notice, the City shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default. The Consultant’s right to cure under this subsection shall not apply to any defects that do not become reasonably known to the City within sixty (60) days after a termination by the City for convenience or cause.

10.6 Waiver of Remedies
In the event that the City elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by the City shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

10.7 Obligations upon Expiration or Termination
Upon expiration or termination of this Contract, the Consultant shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City provided that Consultant shall be entitled to retain one archival copy of all material; (ii) all deliverables that have been completed or that are in process as of the date of termination provided Consultant has been paid for the Deliverables; and (iii) a written statement describing in detail all Work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.

10.8 No Effect on Taxes, Fees, Charges, or Reports
Termination of this Contract shall not relieve the Consultant of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Consultant of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the Consultant from any claim for damages previously accrued or then accruing against the Consultant.

10.9 Other Remedies
The remedies set forth in this Article and Article 8 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
10.10 Authority to Terminate
The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; (b) the Director of the City Department responsible for administering this Contract.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 First Meeting in Good Faith
For all disputes, the parties shall first meet in good faith to resolve the matters. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Article. Full compliance with this Article is a precondition to any party to a dispute initiating litigation of any type concerning the dispute.

11.2 Parties in Interest
Any party to this Project that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars ($15,000.00) may require other parties that are party to the issue or claim and this Project to participate in the dispute resolution process as set forth in this Article. Unless otherwise directed by the City, the Consultant shall continue performance under this Contract while matters in dispute are being resolved. The process set forth by this Article may be foregone upon the mutual written agreement of all parties in interest to the individual matters. Otherwise, full compliance with this Article is a precondition for any party to initiating any form of litigation concerning the dispute.

11.3 Subcontract Inclusion
The Consultant shall and hereby agrees to include this Article in every subcontract or any other agreement it enters into with any party that will be involved in this Project.

11.4 Parties at Issue & Required Notice
If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

A. If the party requesting dispute resolution is a subconsultant, it must first submit its claim to the Consultant. If the matter is not resolved through the Consultant’s informal involvement, then the matter becomes ripe for the dispute resolution process under this Article, and the party may submit its written notice of dispute resolution to the City.

B. The City is under no obligation to secure or enforce compliance with this Article for matters in which the City is not a party. The City is entitled to notice of the matter as required by this Article, but has no obligation to administer, mediate, negotiate, or defray any costs of matters in which the City is not a party, but for the selection of a mediator as set forth below.
C. If the City is a party to the issue, the party requesting dispute resolution must submit a written request to the City for such dispute resolution.

D. Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Article, the parties to the matter shall follow the process as set forth in this Article in good-faith. The costs of the process shall be divided equally among the parties.

11.5 Good Faith Meeting
As required by Article 11.1, representatives of each party shall meet as soon as reasonable to attempt in good-faith to resolve the matter. If the City is a party to the matter, all other parties must be represented by a person with the authority to settle the matter on behalf of their respective parties. The parties may by agreement and in good-faith conduct further meetings as necessary to resolve the matter. If resolution is not achieved, the parties shall initiate mediation as set forth below.

A. Mediation
The parties to a matter that is ripe for mediation under this Article shall proceed in the following manner:

i. Selection of Mediator
The parties shall in good-faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City’s consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the matter, or if the City is not a party to the matter, but is requested to do so by a party to the matter.

ii. Mediation Agreement
Upon selection of a mediator, the parties to the matter shall in good-faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Article 11.5.A.iii below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Article and Contract, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Contract and applicable law.

iii. Stalemate
If after all reasonable good-faith attempts to resolve the matter have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written notice of stalemate, which shall conclude the matter resolution process, unless the parties agree otherwise.
ARTICLE 12 – INSURANCE

12.1 General Requirements
Throughout the term of this Contract, the Consultant shall comply with the insurance requirements described in this Article. In the event the Consultant fails to procure and maintain each type of insurance required by this Contract, or in the event the Consultant fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Contract immediately upon written notice to the Consultant.

A. The Consultant shall not commence any Work in connection with this Contract until it has obtained all of the types of insurance set forth in this Article 12, and the City has approved such insurance. The Consultant shall not allow any subconsultants to commence Work on its subcontract until all insurance required of the subconsultant has been obtained and approved.

B. All insurance policies required by Article 12.2 shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner’s Office. The Consultant shall name the City as an additional insured under the commercial general liability policy required by Article 12.2.

C. The Consultant's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant’s operations under this Contract. The Consultant and each of its subconsultants shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Article 13).

D. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

E. Within three (3) days after execution of this Contract, the Consultant shall provide the City with certificates of insurance documenting that the insurance requirements set forth in this Article 12 have been met, and that the City be given thirty (30) days written notice of cancellation or renewal of any policy by either the insured or the insurer. The Consultant shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City’s request. The City’s failure to review a certificate of insurance sent by or on behalf of the Consultant shall not relieve the Consultant of its obligation to meet the insurance requirements set forth in this Contract.

F. Should any or all of the required insurance coverage be self-funded/self-insured, the Consultant shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

G. If any part of the Work under this Contract is sublet, the subconsultants shall be required to meet all insurance requirements set forth in this Article 12. The Consultant may request in writing a waiver of such insurance requirements for
any subconsultant, provided that the amounts of any waiver of the various types of insurance shall be such amounts as are first approved by the City in writing. Any premiums for increased insurance amounts required by the City shall be billed as overhead and pro-rated among all owners, unless such an additional increased coverage is project specific. However, this will in no way relieve the Consultant from meeting all insurance requirements or otherwise being responsible for the subconsultants. A list of preapproved insurance waiver amounts for certain subconsultants on the Project is attached in Exhibit 4. The Consultant may not replace any of these subconsultants with a new subconsultant using these preapproved insurance waiver amounts. The Consultant must obtain the City’s prior written approval for any replacement subconsultant’s desired waiver.

12.2 Types of Insurance
The Consultant agrees to purchase and maintain during the life of this Contract with an insurance company acceptable to the City and authorized to do business in the State of North Carolina the following insurance policies which may be met through a combination of primary and excess policies:

A. Business Automobile Liability
Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than two million dollars ($2,000,000.00) on a combined single limit basis bodily injury and property damage.

B. Commercial General Liability
Bodily injury and property damage liability as shall protect the Consultant performing Work under this Contract, from claims of bodily injury or property damage which arise from operation of this Contract, whether such operations are performed by the Consultant, any subconsultant or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than five million dollars ($5,000,000.00) bodily injury and property damage each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Contract.

C. Workers’ Compensation Insurance
The Consultant shall meet the statutory requirements of the State of North Carolina and Employers Liability - five hundred thousand ($500,000.00) per accident limit, five hundred thousand ($500,000.00) disease per policy limit, five hundred thousand ($500,000.00) disease each employee limit, providing coverage for employees and owners.

D. Professional Liability/Errors & Omissions
Protecting the Consultant and its employees for negligent acts, errors or omissions in performing professional services under this Contract. The amount of such insurance shall not be less than five million dollars ($5,000,000.00) each occurrence/aggregate.

ARTICLE 13 – INDEMNIFICATION
13.1 The Consultant shall indemnify and hold harmless each of the “Indemnitees” (as defined below) from and against “Charges” (as defined below) paid or incurred by them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Consultant or its subconsultants in connection with this Contract provided Consultant has been paid in accordance with this Contract; (iii) to the extent caused by the negligence or willful misconduct by the Consultant or any of its agents, employees or subconsultants relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Consultant or an employee or subconsultant of the Consultant is an employee of the City, including claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Article: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, and employees, of the City, the State, or the U.S. DOT; and (b) the term “Charges” means losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, royalties, interest charges and other liabilities (including settlement amounts). If an Infringement Claim occurs, the Consultant shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Consultant is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Consultant shall promptly refund to the City all amounts paid under this Contract. This Article 13 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

13.2 If an Infringement Claim occurs, the Consultant shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Consultant is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Consultant shall promptly refund to the City all amounts paid under this Contract.

13.3 This Article 13 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

13.4 Notwithstanding the foregoing, the Consultant shall not be liable to the City to the extent that a claim arises for the City’s negligence or willful misconduct.

ARTICLE 14 – CONFIDENTIALITY
14.1 Definitions

As used in this Contract, the term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

A. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

B. Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”

C. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

D. Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. §160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

E. Citizen or employee social security numbers collected by the City.

F. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

G. Local tax records of the City that contain information about a taxpayer’s income or receipts.

H. Any attorney / client privileged information disclosed by either party.

I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.

K. Building plans of city-owned buildings or structures, as well as any detailed security plans.

L. Billing information of customers compiled and maintained in connection with the City providing utility services.
M. Other information that is exempt from disclosure under the North Carolina public records laws. Categories 14.1.A through 14.1.L above constitute "Highly Restricted Information," as well as Confidential Information. The Consultant acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Consultant will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information. The Parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

14.2 Restrictions
Consultant shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

A. Consultant shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

B. Consultant shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Consultant having a need to know such Confidential Information for purpose of performing Work contemplated by written agreements between the City and the Consultant, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Consultant shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

C. Consultant shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the Parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

D. Consultant shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

E. Consultant shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subconsultants from using or disclosing the Confidential Information in a manner not permitted by this Contract.

F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Consultant shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

H. Consultant shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

I. Consultant shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Consultant shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subconsultants, employees and taxpayers the same level of protection as provided by this Contract.

14.3 Exceptions
The City agrees that Consultant shall have no obligation with respect to any Confidential Information that the Consultant can establish:

A. Was already known to Consultant prior to being disclosed by the City;

B. Was or becomes publicly known through no wrongful act of Consultant;

C. Was rightfully obtained by Consultant from a third party without similar restriction and without breach hereof;

D. Was used or disclosed by Consultant with the prior written authorization of the City;

E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Consultant shall first give to the City notice of such requirement or request; or

F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Consultant shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

ARTICLE 15 – MISCELLANEOUS

15.1 Relationship of the Parties
The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such Parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
15.2 Assignment, Subcontract & Disposition Approval
This Contract shall bind the parties and their successors and permitted assigns. The Consultant shall not sell, transfer, assign, subcontract or otherwise dispose of this Contract or its interest therein to any other parties without the prior written consent of the City. Further, any approved subconsultants shall not further sell, transfer, assign, subcontract or otherwise dispose of this Contract without the prior written approval of the City. In the event the City does consent in writing to a subcontracting arrangement, the Consultant shall be the prime consultant and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by the Consultant shall name the City as a third party beneficiary. Prior to award of any subcontract, the Consultant shall provide the following information to the City: (1) A description of the supplies or services to be subcontracted, which shall include the actual subcontract specifications and/or statement of Work; (2) The actual subcontract document itself; (3) An explanation of how and why the proposed subconsultant was selected, including an identification of the competitive proposals obtained, and their relative strengths and weaknesses; (4) The subconsultant's cost or price proposal, together with the Consultant's cost or price analysis of the subconsultant's proposal; (5) Evidence from a competent auditor that the subconsultant's accounting system is adequate for cost-type subcontracts (if the subcontract is cost-type) and that the proposed labor and indirect expense rates are reasonable in light of recent actual rates incurred and the best available business projections for the company; (6) The Consultant's explanation of how the subcontract price was determined; and (7) The Consultant's assessment of the subconsultant's "responsibility," including the subconsultant's performance record on prior jobs of a similar magnitude. This requirement shall also apply to subcontracts entered into between subconsultants of any tier. All subcontracts of any tier shall include all required federal flow down clauses. Any assignment or subcontract of Work, of any subcontracting tier, to be performed under this Contract, entered into without prior written approval by the City, shall be void and unenforceable unless the City subsequently gives written approval or consent.

15.3 Entire Contract
This Contract and all attachments is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

15.4 Amendment
No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

15.5 Governing Law, Jurisdiction & Venue
North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Article shall not apply to
subsequent actions to enforce a judgment entered in actions heard pursuant to this Article.

15.6 Liability for Special or Consequential Damages
The City and Consultant shall not be liable to each other, their agents or representatives or any subconsultants for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Contract.

15.7 No Publicity
No advertising, sales promotion or other materials of the Consultant or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that the Consultant may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

15.8 Approvals
All approvals or consents required under this Contract must be in writing.

15.9 Drug-Free Workplace
The City is a drug-free workplace employer. The Consultant hereby certifies that it has a Drug-Free Workplace Policy, or it will within thirty (30) days after execution of this Contract, that the Consultant shall provide a drug-free workplace during the performance of this Contract. This obligation is met by:

A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Consultant’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Consultant’s policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;

C. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

D. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third Parties under the Consultant’s drug-free awareness program or other restrictions;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
F. Making a good faith effort to continue to maintain a drug-free workplace for employees; and

G. Requiring any party to which it subcontracts any portion of the Work under the Contract to comply with the provisions above.

If the Consultant is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

15.10 Commercial Non-Discrimination

As a condition of entering into this Contract, the Consultant represents and warrants that it will fully comply with the City’s Commercial Non-Discrimination Policy as described in Part II, Chapter 2, Article V of the City Code Book of Ordinances, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subconsultants, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Consultant retaliate against any person or entity for reporting instances of such discrimination.

The Consultant shall provide equal opportunity for subconsultants, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Consultant understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Consultant from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Consultant agrees to: (1) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subconsultants in connection with this Contract; and (2) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subconsultants, vendors, and suppliers that the Consultant has used on City contracts in the past five (5) years, including the total dollar amount paid by the Consultant or on each subcontract or supply contract.

The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Commercial Non-Discrimination Policy as set forth in Part II, Chapter 2, Article V of the City Code Book of Ordinances, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Consultant understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Consultant from participating in City contracts and other sanctions.
15.11 Waiver
No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

15.12 Survival of Provisions
All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter, including but not limited to:

- Article 4.5 “Employment Taxes & Employee Benefits”
- Article 7 “Representations & Warranties of Company”
- Article 10 “Termination of Contract”
- Article 13 “Indemnification”
- Article 14 “Confidentiality”
- Article 15 “Miscellaneous”

15.13 Severability
The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15.14 Set Off
Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party’s breach of this Contract.

15.15 Familiarity & Compliance with Laws & Ordinances
The Consultant agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Consultant further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Work.

15.16 Conflict of Interest & Code of Conduct
The Consultant shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Contract. The Consultant shall not use its position for personal or organizational gain. The Consultant shall not engage in any transaction that presents a real or apparent conflict of interest. The Consultant shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or
that would tend to impair independent judgment or action in performance of its contractual obligations. The Consultant shall not give gifts or favors to City staff in violation of N.C. Gen. Stat. §133-32 or City Policy HR 12.3 regarding gifts and favors.

15.17 Construction of Terms
Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

15.18 Out of State Corporations
In the event the Consultant is a corporation organized under laws of a jurisdiction other than North Carolina, the Consultant shall maintain a registered agent having a business office in North Carolina and shall file with the City the name of said agent and address of said office.

15.19 City Ownership of Work Product
Provided payment is made to the Consultant in accordance with the terms hereof, the parties agree that the City shall have exclusive ownership, and right of possession upon request, of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). The Consultant hereby assigns and transfers all rights in the Intellectual Property to the City. The Consultant further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. Reuse of Consultant’s work product by the City on any extension of the project or on any other project without authorization of Consultant shall be at City’s sole risk. The Consultant hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable. The Consultant shall not be liable for any damages of any kind arising from the City’s reuse, for other than its intended purpose on the Project, or alteration of said Intellectual Property.

The City grants the Consultant a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Consultant shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” under the Confidentiality Contract.

The Consultant will treat as Confidential Information under Article 14 of this Contract all data provided by or processed for the City in connection with this Contract. Such data shall remain the exclusive property of the City. The Consultant will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
15.20 Force Majeure
An event of “Force Majeure” occurs when an event beyond the control of the party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of the Consultant to perform the Work shall be suspended for the duration of the event of Force Majeure. In such event, the schedule shall be extended by a like number of days as the event of Force Majeure.

15.21 Notices
Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

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<tr>
<th>For The Consultant:</th>
<th>For The City:</th>
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<tbody>
<tr>
<td>[Company name]</td>
<td>Project Manager</td>
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<tr>
<td>[Address]</td>
<td>600 East Fourth Street</td>
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<tr>
<td>[Address]</td>
<td>Charlotte, NC 28202</td>
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<td>Phone:</td>
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<tr>
<td>John Joye</td>
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<td>CATS Attorney</td>
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<tr>
<td>City Attorney’s Office</td>
<td>CATS Attorney</td>
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<tr>
<td>600 East Fourth Street</td>
<td>City Attorney’s Office</td>
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<tr>
<td>Charlotte, NC 28202</td>
<td>600 East Fourth Street</td>
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<tr>
<td>Phone: 704-432-1271</td>
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<tr>
<td>Fax: 704-632-8317</td>
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<tr>
<td>Email: <a href="mailto:jjoye@ci.charlotte.n">jjoye@ci.charlotte.n</a></td>
<td>Email: <a href="mailto:jjoye@ci.charlotte.n">jjoye@ci.charlotte.n</a></td>
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Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):
15.22 **E-Verify**

Contractor understands that “E-Verify” refers to 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 in accordance with N.C. Gen. Stat §64-25(5). Employers must use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat §64-26(a). Subcontractors must also comply with E-Verify and the Contractor will ensure compliance by any subcontractors hired by the Contractor.

15.22 **Iran Divestment Act.**

Company warrants and certifies that as of the Effective Date, Company is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The person signing this Contract certifies that he or she is authorized by Company to make the foregoing certification. Company further agrees that it will not utilize on this Contract any subcontractor that is identified on the Final Divestment List.
THIS CONTRACT, entered into as of the day and year first written above for Professional Services for ______________________________ Contract Number ____________________ in an amount not to exceed $__________________.

[INSERT CONSULTANT’S NAME]:

BY: _____________________________
    ______________________________

TITLE: _____________________________
    ______________________________

CITY OF CHARLOTTE:

BY: _____________________________
    ______________________________

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

_________________________________  ________________
Deputy Finance Officer                  Date
EXHIBIT B: PROJECT SCHEDULE
EXHIBIT 1: COMPENSATION
EXHIBIT 3: REQUIRED INCLUSIONS

CERTIFICATIONS AND FORMS
I. COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: ____________________________________________________________

Name of Company (Consultant): __________________________________________

The undersigned hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed proposal, the Consultant has considered all proposals submitted from qualified, potential subconsultants and suppliers and has not engaged in discrimination as defined in Section 2.

2. For purposes of this certification discrimination means discrimination in the solicitation, selection, or treatment of any subconsultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any other unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of prohibited discrimination.

3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Consultant to any remedies allowed thereunder, including possible disqualification from participating in City contracts or proposal processes for up to two years.

4. As a condition of contracting with the City, the Consultant agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Consultant and terminate any contract awarded on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Consultant to any remedies allowed thereunder.

5. As part of its proposal, the Consultant shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Consultant in a legal or administrative proceeding alleging that the Consultant discriminated against its subconsultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. As a condition of submitting a proposal to the City, the Consultant agrees to comply with the City’s Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: ________________________________

Signature of Authorized Official

Title: __________________________________________________________

B y: ________________________________

Signature of Authorized Official

Title: __________________________________________________________
REQUIRED FORM 5 – M/W/SBE UTILIZATION
RFP # 269-2017293

“West Corridor and North Corridor Alternative Analysis & Center City Systems Integration”

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or services to be provided by City-certified MWSBE.

SUBCONTRACTING GOAL: 7%

The City requires that proposing non-MWSBE Companies subcontract a minimum of seven percent (7%) of the total Service costs as indicated in Section 6, Form 4 to MWSBE subcontractors. A list of current, certified MWSBEs can be found at:

http://charlottenc.gov/mfs/cbi/Pages/vendors.aspx

Companies that are certified as City of Charlotte MWSBEs may propose as the prime Company and are not required to identify MWSBE subcontractors.

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If your company is an MWSBE, please indicate type: ___ MBE ___WBE ___SBE

Are you currently City of Charlotte Certified? Yes ___ No ____

If yes, indicate: Effective Date: _______ Expiration Date: _______

If you are currently certified by another agency, complete the below:

Certifying Agency: _______________ Effective Date: _______ Expiration Date: _______

---

If your company is not an MWSBE:

Identify outreach efforts that were employed by your company to maximize inclusion of MWSBEs in your provision of the Services:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Identify outreach efforts that will be employed by your company to maximize inclusion during the Contract:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
List all MWSBEs that you intend to use on the Contract:

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Description of work or materials they will provide</th>
<th>MWSBE type</th>
<th>City Vendor #</th>
<th>Anticipated Spend or Project Cost %age</th>
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All Companies:

Representative (signed): ______________________________________________________

Representative Name   Date

Estimated Total Contract Value
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential Consultant for a major third party Contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, of Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

________________________  ______________________
Signature and Title of Authorized Official  Date
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-Consultant under a major third party Contract), _________________________, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

IF LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _________________________, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

__________________________________________
Signature and Title of Authorized Official

__________________________________________
Date
II. CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that, no member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, officer, employee, or former employee of the City, AND no elected, appointed, or employed official or employee of the State of North Carolina or of a governing body, instrumentality, or political subdivision within the territorial comprising Mecklenburg County, AND no relative of persons described above, AND no member of or delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in the Consultant’s organization and/or in the proceeds of any contract and/or agreement which might be made between the Consultant and the City as result of the successful bid/proposal accompanied by this certification; no person who is or who during the past twelve (12) months has been a member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, an officer or employee of the City is employed by or on behalf of the Consultant’s organization; and that until acceptance of all work or services to be performed under any resulting contract or agreement, the Consultant shall not enter into any contract involving services or property, whether or not related to the performance of any resulting contract or agreement, with any of the aforementioned persons or with any business in which any such person has an interest, direct or indirect.

Except as identified and explained below and with City’s prior approval the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would create an appearance of a conflict of interest (personal or organizational) or reasonably appear to compromise the Consultant’s judgment with respect to all work or services to be performed under any resulting contract or agreement.

________________________________________________________________________

________________________________________________________________________

The undersigned certifies that he is legally authorized by the Consultant to make the above representation, and that the representation is true to the best of his knowledge and belief and without deliberate omission of any inquiry which would to the best of his belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may be cause to disqualify the Consultant from competing for award for the contract at hand, may be cause to terminate the resulting contract and disqualify the Consultant from being awarded future contracts by the City.

The Consultant certifies that neither he nor any agent, representative, or other party acting on his behalf has offered or given any gratuity or gratuities, in the form of gifts, entertainment, or otherwise, to any director, officer, or employee of the City or of any person, firm, consultant or contractor retained by the City, with a view to securing the contract or of securing favorable treatment with respect to the award hereof, and the Consultant further certifies that neither he nor any agent, representative, or other party acting on his behalf will offer or give any such gratuity to any director, officer, or employee of the City or of any such consultant or contractor with a view to securing favorable treatment with respect to any change or amendment to the contract, or to any other action with respect to the performance hereof.

The Consultant further understands that in addition to submitting this certification at the time of bid/proposal submission to the City, the Consultant shall also be required to submit a similar certification at the time of execution of any resulting contract.

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED WITH THE BID/PROPOSAL**

Signature: ___________________________________________________________________

Title: _______________________________ Date of Signing: ________________

Firm or Corporate Name: ______________________________________________________

Address: _____________________________________________________________________

_____________________________________________________________________________

Telephone Number: ___________________________________________________________
CONTRACTOR'S AFFIDAVIT
RELEASE AND WAIVER OF CLAIM

STATE OF: ___________________________    COUNTY OF: ___________________________,

________________________, (Name) __________________________, (Title)
________________________, being first duly sworn, deposes and says that:

(Consultant)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Consultant and has personal knowledge of all facts set forth herein;

2. This Affidavit, Release and Waiver of Claim, is made concerning the following project:

   Project Name: __________________________

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Consultant and arising in any manner from the above-described project have been paid in full;

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

5. Notwithstanding the foregoing, if the City of Charlotte or property of the City of Charlotte is subject to any claim or lien which arises in any manner from the failure of the Consultant to pay any liability described above, the Consultant will indemnify and hold the City of Charlotte harmless for any amount which the City of Charlotte is required to pay to discharge such lien or settle such claim and further will pay the City of Charlotte's expenses, costs, and attorney fees incurred in connection therewith;

6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Charlotte, its officers, employees and agents have been settled;

7. The Consultant releases and waives any and all claims of every type and description which the Consultant may have against the City of Charlotte arising in any manner from the construction of the above-described project.

________________________________________________________
(Consultant's Signature)

Subscribed and sworn to before me this ______ day of ___________________________ 201__
Signature of Notary Public __________________________
of __________________________ County
State of __________________________
My Commission Expires: __________________________
CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form quarterly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: ___________________________ Contract #: ___________________________

Contract Goods or Services: ___________________________________________________________________________

Payment Period: __________________ to __________________

City Department(s): __________________________________________________________________________________

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Certification (MBE, WBE, and/or SBE)</th>
<th>Vendor #</th>
<th>Description of Work Performed</th>
<th># of Payments this Period</th>
<th>Payment Total</th>
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Please indicate the total amount invoiced to the City during this period: $__________________________

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INClusion Policy and may result in the sanctions prescribed therein.
<table>
<thead>
<tr>
<th>To be completed by City:</th>
<th>Overall MWSBE Goal:</th>
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<tbody>
<tr>
<td>Total Paid to Prime Company:</td>
<td>$</td>
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<tr>
<td>Total Paid to MWSBEs:</td>
<td>$</td>
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</tbody>
</table>

Overall MWSBE Commitment: %

MWSBE Goal Attainment this period: %
### STATE / COUNTY SALES / USE TAX STATEMENT

**PROJECT:**

**CONTRACTOR/**

**PERIOD COVERED:**

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Invoice Date</th>
<th>Vendor's Name</th>
<th>City Vendor No.</th>
<th>Type of Materials Purchased</th>
<th>SCC Code</th>
<th>Total Amount of Invoice</th>
<th>Taxable Amount of Invoice</th>
<th>NC Sales Tax</th>
<th>NC County Sales Tax</th>
<th>Total Tax</th>
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Total for this period: $ - $ - $ - $ - $ - $ -

I certify that the above listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in any manner become a part of the project, building, structure or repairs is included in the above list.

Signed: ____________________________

Subscribed and sworn to before me this _____ day of ______________________ 201_

Signature of Notary Public ____________________________

of ____________________________ County

State of ____________________________

My Commission Expires: ____________________________
EXHIBIT 4: CERTIFICATE OF INSURANCE