



Request for Qualifications

Transportation Feasibility & Impact Analyses FY 2027

Capital Area Metropolitan Planning Organization

REQUEST FOR QUALIFICATIONS (RFQ)
CAPITAL AREA MPO TRANSPORTATION FEASIBILITY & IMPACT ANALYSES
FY 2027

PURPOSE

The North Carolina Capital Area Metropolitan Planning Organization (MPO) is inviting qualified consulting firms or persons to submit Statements of Qualifications, Interest, and Experience in transportation improvement and project impact analysis associated with the development of Transportation Improvement Feasibility and Impact Studies for locations within the Capital Area MPO region. The purpose of the project is to identify and develop an analysis of potential capacity, operational or safety improvements for intersection or corridor locations throughout the Capital Area MPO. The studies will investigate the suitability of proposed improvements and analyze direct and indirect impacts related to the implementation of proposed improvements in support of the region's Metropolitan Transportation Plan.

RFQ SCHEDULE

Advertise RFQ	August 7, 2026
RFQ Question Submittal Deadline – 11 AM EST	August 18, 2026
CAMPO Responses Posted By 5 PM EST	August 21, 2026
Statement of Qualifications Submittal Deadline – 5 PM EST	September 11, 2026
Tentative Candidate Selection	September 23, 2026
Contract Negotiations	October 2026
Anticipated Notice to Proceed	mid November 2026

LEAD AND SPONSORING AGENCY

The Federal Aid Highway Act of 1962 required that transportation projects in urbanized areas of 50,000 or greater in population be based on a continuing comprehensive urban transportation planning process undertaken cooperatively by the states and local governments. In an effort to complete this transportation planning process in an effective manner, the North Carolina Capital Area Metropolitan Planning Organization was created. The current Capital Area MPO planning area boundary encompasses over 1,600 square miles and a population of more than 1,000,000.

The Capital Area MPO is tasked with providing a regional, comprehensive and cooperative planning process that serves as the basis for the expenditure of all federal transportation funds in the area. Under Section 134 of the Federal Highway Act of 1973, MPOs are required to prepare long range transportation plans for the planning area with a minimum of a 20-year planning horizon.

The Town of Cary serves as the Lead Planning Agency for the Capital Area MPO. The MPO is required to complete the transportation planning process in a continuing, cooperative and comprehensive manner.

BACKGROUND

The Capital Area MPO, in cooperation with staff from member agencies, has developed the region's Metropolitan Transportation Plan (MTP), including the Comprehensive Transportation Plan (CTP). The CTP

serves as the unconstrained element of the region's Metropolitan Transportation Plan (MTP). As part of the development of the MTP, the Capital Area MPO conducted a series of local meetings to identify transportation projects for inclusion in the MTP. As a result of these meetings, several areas were identified as needing more detailed study to identify feasible and appropriate transportation solutions. This project will identify and develop an analysis of potential capacity, operational or safety improvements for locations throughout the Capital Area MPO planning area. Information developed from these studies will be used as a basis for recommendations in the MTP. The selected consultant(s) will complete one or both of these technical studies in cooperation with the Capital Area MPO, NCDOT and local jurisdictions. The selected consultant(s) may also be responsible for soliciting input from appropriate governmental and non-governmental stakeholders. All efforts will be made to find design solutions that are cost effective and minimize impacts and potential associated regulatory hurdles. All plans shall comply with the guidelines of the Americans with Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD).

STUDY LOCATION AND INFORMATION

Two locations have been identified through the Capital Area MPO's planning efforts for further analysis. Respondents may submit a proposal for completing the tasks associated with one or both of the study locations. The general goals of these analyses are:

- Evaluate the existing travel conditions within the study area(s).
- Identify and evaluate the feasibility of potential transportation improvements within the study area(s).
- Identify the potential natural and human environmental impacts related to future transportation improvements within the study areas.
- Provide recommendations for future transportation solutions to meet current and future projected travel needs.
- Provide recommendations for an action plan to deliver the transportation solutions, including assignment of jurisdictional responsibility, planning level costs and potential funding sources.

1. Franklinton, NC Proposed Bypass Connection and Truck Traffic Remediation

The primary focus of this study will be to evaluate and determine the best location for the proposed Franklinton Bypass between NC 56 (W Green Street/Fred Wilder Road) to the west of town, running south to a proposed interchange at US-1, and connecting back into NC 56 (E Green Street) via Lane Store Road on the east side of town. The alignment of the Bypass was recently updated in both the CAMPO Metropolitan Transportation Plan and the Town of Franklinton's Transportation Plan. There are several options for carrying the alignment south from W Green Street/Fred Wilder Road to connect with a potential future US-1 interchange on the southwest side of town. Evaluation of potential alignments should consider existing and future travel patterns throughout the Town. Consideration should be given to reducing freight traffic downtown while planning for increased freight traffic in the vicinity, capturing impacts of the future rail service planned along the s-line corridor, minimizing conflict with existing and proposed development in the area, and feasibility of implementation. Updated traffic counts and/or turning movement counts may be necessary. Recommendations should include proposals for the alignment of the

Franklinton Bypass. This study is intended to guide Franklinton's efforts to preserve right-of-way for the future project as rapid development continues in this part of the region.

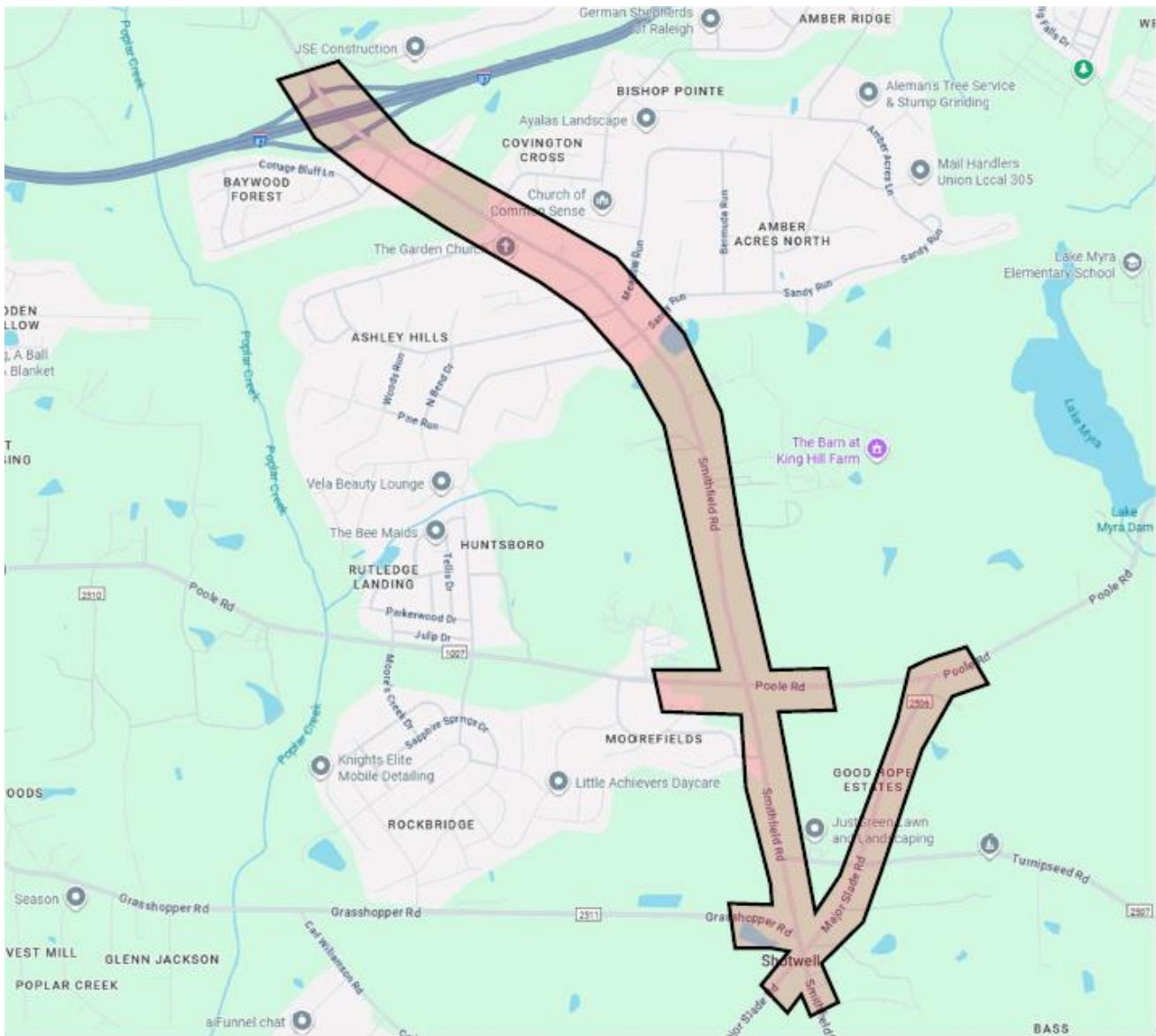
Figure 1: Franklinton Bypass –General Study Area



2. Smithfield Road Corridor Safety & Access Study (Knightdale)

Smithfield Road and Major Slade Road in Knightdale are both identified as part of the region's High Injury Network through CAMPO's Blueprint for Safety study. The Destination 2055 MTP identifies Smithfield Road and Poole Road for widening to four lanes in the 2055 horizon year, and identifies Major Slade Road for widening to three lanes in the beyond-2055 timeframe. This technical study will review existing conditions of the intersections in the area, existing TIP and MTP projects, and planned local improvements to determine interim improvements that could enhance safety and access in this area as development continues until such time as the MTP projects are able to be implemented. The study will focus on mitigating the contributing factors to existing safety problems through recommended safety countermeasures/projects, and should consider future conditions resulting from projects such as I-540 completion and the Smithfield Road/I-87 interchange improvement.

Figure 2: Smithfield Road Conceptual Study Area



SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, services necessary to comprehensively prepare the Transportation Improvement Feasibility & Impact Analyses and meet the goals stated above for one location within the Capital Area MPO region. The respondent's qualifications package must meet or exceed the tasks specified in this work statement for the study location. The respondent is asked to use their technical expertise, professional experience and creativity when developing a qualifications package designed to meet this project's specifications. As such, respondents may propose a method or collection of tasks that differs from those in the work statement if they believe that these processes will produce a more sound study.

1. Analysis of Existing Conditions and Trends

Objective: Collect, review, and analyze necessary socio-economic and transportation data and identify current and future trends for a defined study area(s) including a review of MTP projects in the area.

2. Identification and Evaluation of Transportation Improvements

Objective: Identify potential network, operational and safety transportation improvements and assess the suitability of proposed improvements.

3. Evaluation of Natural and Human Environment Impacts

Objective: Evaluation of direct and indirect impacts related to the implementation of the proposed transportation improvements.

4. Conclusions and Recommendations

Objective: Develop recommendations for short- and long-term transportation improvements and applicable policy recommendations in support of the region's Comprehensive and Metropolitan Transportation Plan implementation.

Deliverables in WCAG 2.0-compliant electronic and printed format for each study area:

- Technical Memo (1): Existing Conditions and Trends
- Technical Memo (2): Project Feasibility Analysis
- Technical Memo (3): Project Impact Analysis
- Microsimulation & Travel Demand Network Files as Appropriate
- Functional Design(s) or Geometric Cross Section Schematics as Appropriate
- An Executive Summary and Final Project Feasibility & Impact Report
- Any other graphic or data files created as part of this project

While there is no public engagement effort associated with this analysis, the consultant will be expected to meet with staff from the MPO, NCDOT and affected local government jurisdictions approximately three times during the study.

PERIOD OF PERFORMANCE

It is anticipated that a Notice to Proceed will be issued no later than **mid November 2026. All work and invoicing should be completed by June 30, 2027.**

All interested parties will have demonstrated ability to prepare transportation feasibility and impact analysis studies; work in a team environment; have a good understanding of the Triangle region travel conditions and trends; knowledge of transportation planning, particularly bicycle transportation, principles and practices; and demonstrated ability to undertake and complete projects within allotted timeframes and budgets.

STATEMENT OF QUALIFICATIONS, INTEREST AND EXPERIENCE

Statements of Qualifications of no more than 10 pages, plus a one-page cover letter shall be submitted with one (1) digital copy in a PDF format to the contact person listed below. Statement of Qualification or cover letter should clearly identify which study, or both studies, is being submitted for. Statements of Qualifications

will need to include a comprehensive response describing the consultant's knowledge and experience with the tasks described in the above Scope of Services, including indication of which study location or locations the respondent is interested in performing. Statements of Qualifications will also need to include the following:

1. *General Experience Summary:* The summary will need to emphasize the consultant's experience with developing transportation feasibility studies and transportation impact analyses consistent with the requested Scope of Services as presented above.

2. *Proposed Approach Summary:* The proposed approach should include a brief overview of how the consultant team will achieve the tasks and outcomes associated with the requested Scope of Services presented above, and a proposed timeline showing major tasks and meetings needed to achieve the desired Scope of Work no later than June 30, 2027.

3. *Project References:* References will need to include a brief project description, contact name, address, telephone number, email address, and provide evidence of similar work completed within the last five (5) years.

4. *Project Team:* Provide resumes for specific personnel that will be assigned to the project, including verification that they have experience with similar projects and will be available to complete the project within the allotted timeframe.

5. *General Information:* A profile of the firm and description of current projects will need to be included in this section. This section can also be used to provide additional information the firm feels would be useful during the evaluation process.

6. *Vendor ID Numbers:* Any interested respondent must be a registered vendor with the Town of Cary and the NC Department of Transportation *prior to executing a contract with the MPO*. If available, vendor identification numbers for both organizations should be provided in the cover letter accompanying the RFQ response. If Vendor ID numbers are not available, interested respondents acknowledge through their response to this RFQ that registration with the Town of Cary and NCDOT will be required prior to execution of a contract for services. Due to the short timeline associated with this project, it is highly recommended that any interested respondent become a registered vendor with the Town of Cary and NCDOT prior to submitting a response to this Request for Qualifications. Inability to obtain a vendor certification by September 2026 may disqualify a respondent from selection. Due to the time-constraints associated with this study, priority may be given to applicants with an existing Town of Cary and NCDOT vendor numbers.

EVALUATION PROCESS

Statements of Qualifications will be evaluated according to the consultant's relevant knowledge and experience in the tasks described in the Scope of Services and thoroughness in addressing the Statements of Qualifications requirements. Evaluation criteria include, but are not limited to:

- Professional qualifications of the consultant, previous experience with similar projects, and technical competence of consultant team
- Understanding and approach toward scope of services and demonstrated ability to successfully interact with clients
- Appropriateness of organization, key personnel and their availability
- Quality of references
- Ability to undertake project in a timely manner and meet deadlines

The selected consultant(s) will be evaluated on the basis of information that is submitted in response to the RFQ. The first task to be undertaken will be to more specifically define work elements that are generally described in the Scope of Services, so that work will be authorized on a task assignment basis based on negotiated hours agreed to as necessary to complete the assigned task.

The Capital Area MPO will select a contractor(s) after analysis of all information provided in the qualification packages. The Capital Area MPO reserves the right to select the most competitive proposal(s) for this work. During the selection process, the MPO will ensure that all answers or clarifications to questions posed by any particular respondent are provided through the project website by the response date shown in the schedule on page 2. The Capital Area MPO reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

GENERAL INFORMATION

CAMPO will not accept faxed information as a valid submission in response to the RFQ. The successful firm must enter into a contract with the Capital Area MPO, which specifies requirements for indemnification, insurance and other applicable policies.

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

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

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

Attachment A includes required contractual provisions and Attachment B includes CAMPO's Federal Requirements. Respondents to this RFQ agree to the terms included in Attachments A and B.

METHOD OF COMPENSATION

Upon selection, the Capital Area MPO will propose a contract to the selected consultant for review. The contract is for a cost plus fixed fee with a contract maximum. Reimbursement will be made on a periodic schedule based on documentation of work tasks completed exclusive of travel, which will be reimbursed on a not to exceed basis for reasonable costs as identified in the contract. The Project Manager will review and, if appropriate, approve payment of all invoices submitted under the contract. The MPO has budgeted a total of two hundred thousand dollars (\$200,000) for this program in FY 27. Proposals should not include work which is anticipated to exceed this budgeted amount. Applicants should be mindful that the program budget will be divided between the two study locations, not necessarily equally.

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

MPO CONTACT INFORMATION

Questions regarding this RFQ must be received no later than the schedule shown on page 2 (email versions are acceptable; no phone calls). Based on questions received, the project manager will provide clarification or further information through the project website, if needed. Questions may be emailed to kenneth.withrow@campo-nc.us. **All Statements of Qualifications in response to this RFQ must be received no later than the date and time shown on page 2 in the RFQ schedule.**

Please forward Statements of Qualifications as PDF attachments, per instructions on page 6 of this document, to:

kenneth.withrow@campo-nc.us

ATTACHMENT A: Required Contract Provisions

NORTH CAROLINA

WAKE COUNTY

CONTRACT FOR SERVICES

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

WITNESSETH:

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

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

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

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

1. Scope of Services

The Contractor shall perform for CAMPO the following described services:

2. Time of Performance

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

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

3. Compensation; Time of Payment

For services to be performed hereunder, the CAMPO shall pay the Contractor a not to exceed contract amount of \$_____ for services performed during fiscal year (FY) _____ and \$_____ for services

performed during FY _____ for a total contract amount of \$ _____ unless changed by a duly authorized amendment. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard Town of Cary payment term is NET 30 days from the date of invoice. For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order Number _____. Invoices submitted without the correct purchase order number will result in delayed payment.

4. Workmanship and Quality of Services

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

5. Standard of Care

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

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

6. Notices

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

CAMPO:

Contractor:

Attn:

Attn:

Capital Area MPO

Telephone: 984 542-3601

Telephone:

Email:

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

Capital Area MPO

Attn: Executive Director

1 Fenton Main Street, Suite 201

Cary, NC 27511

7. Non-discrimination

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

8. Minority or Women Owned Businesses

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

9. Assignment

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

10. Applicable Law

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

11. Insurance

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

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

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

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

Additional Insured – Contractor agrees to endorse CAMPO and the Town of Cary as additional insureds on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read "Capital Area Metropolitan Planning Organization and the Town of Cary are named additional insured as their interest may appear."

Certificate of Insurance – Contractor agrees to provide both CAMPO and the Town of Cary a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify CAMPO and the Town of Cary within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holders’ addresses should read:**

Town of Cary

and

CAMPO

One Fenton Main, Suite 201

Cary, NC 27512

Cary, NC 27512

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

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

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

12. Indemnity

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

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

B. PROFESSIONAL SERVICES CONTRACTOR’S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO THE TOWN OF CARY

- a. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold harmless the Town of Cary, its officers, officials, employees, agents, or indemnities (collectively called

“Indemnified Parties”) from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

- b. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- c. The Contractor’s duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

C. Definitions:

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

13. Intellectual Property

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

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

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

14. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war,

hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. Advertising

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

16. Cancellation

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

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

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

17. Laws/Safety Standards

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

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

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

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

B. Environmental Protection

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

C. Employee Education and Training

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

18. Applicability of North Carolina Public Records Law

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

19. Miscellaneous

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

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

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

20. Audit

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

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

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

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

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

21. E - Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

22. IRAN DIVESTMENT ACT CERTIFICATION

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

23. Incorporation of Documents/Complete Agreement

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

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

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

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

The remainder of this page remains blank intentionally.

ATTACHMENT B: Federal Requirements

CAMPO Federal Requirements

All recipients of federally funded grants or those who use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As a result, firms awarded federally funded contracts by the Capital Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. Further, in accordance with Executive Order # 14173, all recipients of federally funded grants or those who use federal assistance to support procurements are prohibited from undertaking initiatives and programs that support “Diversity, Equity, or Inclusion”, that violate federal anti-discrimination laws, and may be required to certify to such effect. These terms and conditions are hereby incorporated into the Agreement or Contract to which it is attached as an Exhibit.

Definition

“Firm” means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or other legal entity

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and subconsultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Clean Air Act and Federal Water
Pollution Control Act (Clean Water Act)**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each

contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”)

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and subconsultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972
Equal Opportunity in Education Act) – Title IX**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Civil Rights Restoration Act of 1987

Broadened scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, to include program activities of federal-aid recipients, subrecipients and contractors.

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R.

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

Federal Transit Laws

Specifically, 49 USC Sec.5332, prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability age, employment, or business opportunity.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the governmentwide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with requirements of the

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Capital Area MPO may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

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

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Town of Cary as Lead Planning Agency, , the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Solicitations for Subcontractors

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract.

Information and Reports

The contractor shall provide all information and reports required under applicable federal and state laws, and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by CAMPO, the NCDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with applicable statutes and regulations.

Sanctions for Non-Compliance

In the event of the contractor's noncompliance with applicable statutes and regulations, CAMPO may impose remedies and sanctions available under applicable laws to it, the NCDOT, or the Federal Highway Administration.

Incorporation of Provisions

Any contractor shall include the provisions of this Exhibit in every subcontract pertaining to work or services to CAMPO, unless exempted by federal or state law. The Contractor shall take such action with respect to any subcontract as the NCDOT or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance.

