

Advertised: **January 23, 2025**

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST for LETTERS of INTEREST (RFLOI)

TITLE: Triangle Bikeway: General Engineering Consultant for Project Management Assistance

ISSUE DATE: January 23, 2025

SUBMITTAL DEADLINE: February 12, 2025

ISSUING AGENCY: Capital Area Metropolitan Planning Organization (CAMPO)

SYNOPSIS

SUBCONSULTANTS ARE NOT PERMITTED UNDER THIS CONTRACT.

This contract may be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

The consultant shall be pre-qualified by the Department to perform this type of work. The primary shall be a registered vendor with the Town of Cary, which is the Lead Planning Agency for CAMPO.

This RFLOI is to solicit responses (LETTERS of INTEREST, or LOIs) from qualified firms to provide professional consulting services to the Capital Area MPO.

LOIs should be submitted electronically in .pdf format.

LOIs SHALL be received electronically no later than 4:00 PM, February 12, 2025.

The address for electronic deliveries is: Shelby.Powell@campo-nc.us . *Email subject line should be “LOI – Triangle Bikeway.”*

LOIs received after this deadline will not be considered.

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SCOPE OF WORK

CAMPO is soliciting proposals for the services of a firm/team for the following contract scope of work:

Assist with Project Management and Oversight on the Triangle Bikeway NEPA and Design Project. The Triangle Bikeway is a bicycle corridor identified through planning and feasibility study work to extend from Research Triangle Park to the City of Raleigh. The Capital Area MPO has contracted with an engineering firm to deliver NEPA documentation and up to at least 90% design for the project. The MPO has accepted management and coordination responsibilities for the project on behalf of member agencies. The MPO seeks professional engineering services to assist the CAMPO Project Manager with guidance and management for the project. This consultant will assist with general project management duties, providing mentorship to CAMPO staff as necessary. The consultant will also provide services related to technical reviews, design compliance, regulatory compliance, client team feedback, task order scoping, and assistance with monitoring scope, schedule and budget for the contract. The consultant will also provide feedback and guidance on control of access breaks, maintenance of traffic issues, structures, at-grade crossings, and FEMA modeling and processes (with Wake or Durham Counties as initiating agency). The consultant will provide technical assistance and guidance during public and stakeholder agency coordination meetings. The consultant will assist the CAMPO Project Manager with identification of risks throughout the design phase, including potential for cost overruns, delays, or unforeseen issues. The consultant will provide assistance with administering Review & Oversight agreements with NCDOT, planning for preparation of permitting coordination, real estate acquisition planning, utilities coordination, bid documents preparation, preparation of needs for eventual CEI, and similar administrative tasks associated with this type of project. Assistance with technical details as the project transitions from project development at the MPO to project construction at another agency may be requested. A familiarity with the Triangle Bikeway project and general project area is desirable. Knowledge of FHWA/NCDOT design and regulatory requirements is imperative.

PROPOSED CONTRACT: This contract will be a cost-plus engagement that will last at least throughout the MPO's contract for 90% design work, which is currently anticipated to conclude in June 2027. Work is anticipated to begin in March or April 2025. Contractor must agree to adhere to CAMPO contract provisions (included at Attachment 1) including all federal requirements. As the project moves out of project development and into construction, some assistance may be desired to coordinate transitional activities.

SUBMITTAL REQUIREMENTS

All LOIs are limited to **ten (10) pages** inclusive of the cover sheet, and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

LOIs containing more than ten (10) pages will not be considered.

One LOI in electronic .pdf format should be emailed to Shelby.Powell@campo-nc.us no later than 4:00 PM on February 12, 2025.

Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above. If LOIs do not meet ALL of these requirements they will be disqualified. No exception will be granted.

SELECTION PROCESS

Following is a general description of the selection process:

- A Selection Committee will review all qualifying LOI submittals.
- The CAMPO Selection Committee MAY, at its discretion, shortlist firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the section SUBMISSION SCHEDULE AND KEY DATES at the end of this RFLOI.
- In order to be considered for selection, consultants must submit a complete response to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

TITLE VI NONDISCRIMINATION NOTIFICATION

CAMPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit LETTERS of INTEREST (LOIs) in response to this ADVERTISEMENT and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

CAMPO encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work.

The SPSF must be qualified with the Department to perform the work for which they are listed.

PREQUALIFICATION

The Department of Transportation maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your LOI**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

SELECTION CRITERIA

All prequalified firms who submit responsive letters of interest will be considered.

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. Qualifications and experience of proposed consultant on similar engagements
2. Understanding of the project area, goals, and objectives
3. Proposed approach to this project
4. Quality of the proposal

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The LOI should be addressed to **Shelby Powell, CAMPO Deputy Director**, and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI.

The LOI must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

- Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.

Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, CAMPO is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly

indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

Note: If a project team encounters personnel changes, or any other changes of significance dealing with the company, CAMPO should be notified immediately.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, the identified scope for this engagement, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI. Part of the initial work of the consultant will be to work with CAMPO to establish a final schedule for the Triangle Bikeway project. This engagement will assist with project management of a contracted NEPA and Design project with the following general milestones identified (subject to change):

Design/NEPA Project Milestones:
January 2026 – 30% Design Completion
March 2026 – NEPA CE Document Completion
August 2026 – 60% Design Completion
January 2027 – 90% Design Completion

All submissions, correspondence, and questions concerning this RFLOI should be directed to Shelby Powell at Shelby.Powell@campo-nc.us. Questions may be submitted electronically only to this email address. Responses will be issued in the form of an addendum available to all interested parties via the procurement website. Questions may be submitted no later than January 30, 2025. The last addendum with responses will be issued no later than January 31, 2025.

SUBMISSION SCHEDULE AND KEY DATES

RFLOI Release – January 23, 2025

Deadline for Questions – January 30, 2025

Issue Final Addendum – January 31, 2025

Deadline for LOI Submission –February 12, 2025 at 4:00 PM

Anticipated Firm Selection and Notification –February 17, 2025

Anticipated Notice to Proceed – March 26, 2025

ATTACHMENT 1:

CAMPO Federal Requirements and Contract Template

CAMPO Federal Requirements

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As a result, firms awarded federally funded contracts by Capital Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into 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 Subcontractors 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 All suppliers, contractors, subcontractors, consultants, Equal Opportunity in Education Act) – Title IX 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.

Limited English Proficiency All suppliers, contractors, subcontractors, consultants, (Civil Rights Act of 1964, Title VI) and sub-consultants must comply with the Title VI of the and Executive Order 13166 Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

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.

Executive Order 12898 Addresses environmental justice in minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse health or environmental effects.

Executive Order 14008 Regarding climate crisis issues, establishing environmental justice initiatives, focusing on transportation disadvantaged populations.

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 All suppliers, contractors, subcontractors, consultants,

Award Management (SAM) 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.

CAMPO Contract Template

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (the “Contract”) is entered into on _____, 20___, by and between _____, hereinafter referred to as the “Contractor;” and the Capital Area Metropolitan Planning Organization, a N.C. metropolitan transportation planning organization, authorized and existing under Article 16 of Chapter 136 of the N.C. General Statutes (“CAMPO”); (Collectively, the “Parties”).

RECITALS:

WHEREAS, in furtherance of its official responsibilities, obligations, and objectives, CAMPO desires to engage a private contractor to perform certain services for CAMPO as further described in this Contract; and

WHEREAS, CAMPO has completed the necessary steps for solicitation and selection of an individual or firm to perform such services, all in accord with CAMPO policies and applicable legal requirements; and

WHEREAS, CAMPO has agreed to engage and contract with the Contractor, and the Contractor has agreed to contract with CAMPO, for performance of the services described herein, and in accordance with the further terms and conditions of this Contract; and

WHEREAS, CAMPO and the Contractor recognize and acknowledge that the Town of Cary (the “Town”) serves as the Lead Planning Agency (“LPA”) for CAMPO and, in this capacity, performs financial and other services in support of CAMPO’s official functions, all in

accordance with that Agreement between CAMPO and the Town of Cary, December 16, 2022 as amended, which Agreement is incorporated herein by reference.

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

1. Scope of Services

The Contractor shall perform for CAMPO the following described services (hereinafter at times referred to as the “work”, “project work”, or “project services”):

(Insert a summary of the general nature of the services to be performed)

as more specifically described in Exhibit 1, attached, entitled “_____”.

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 without delay following execution of this Contract by both parties, and upon CAMPO’s giving to the Contractor Notice to Proceed with the work. The work shall be completed as follows:

The term of this Agreement shall commence upon execution by all parties and shall continue through the Contractor’s satisfactory completion of all work, services, and tasks described in the Contract.

3. Compensation; Time of Payment

(Billing by Time, Charges, and Expenses) For services to be performed hereunder, CAMPO shall pay the Contractor for the actual work satisfactorily performed, in accordance with the Statement of Fees and Charges set forth in Exhibit 2, attached. Total compensation may in no event exceed the sum of _____, except pursuant to a duly authorized, written amendment to this Contract, properly executed by the Parties.

The Contractor shall submit to CAMPO an invoice, or periodic invoices as work is completed, describing in reasonable detail the completed work. Invoices will be reviewed and approved by the CAMPO Executive Director or his designee, prior to payment.

Payment terms shall be: Net 30 days from the date of CAMPO's receipt of the Contractor's invoice. Invoices may be submitted through USPS mail, by personal delivery, or via email. Emailing of invoices is encouraged, 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. Quality of Services and Standard of Care.

All work performed under this Contract (including all phases of project work to which the Contract applies) shall be performed in a high quality and professional manner, to the reasonable satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards. The standard of care for services performed or furnished by Contractor under this Contract will be the care, thoroughness, and skill ordinarily provided by members of Contractor's profession, practicing under generally similar conditions, at the same general time, and in the same general locality.

As deemed appropriate in the performance or furnishing of professional and related services hereunder, the Contractor may engage subcontractor(s), including without limitation consultant(s) or sub-consultant(s). The Contractor is not authorized to engage any such individuals or businesses which shall have been found by CAMPO to be not acceptable in the performance of work for CAMPO. It shall be the responsibility of the Contractor to confer with CAMPO in this regard prior to engaging for any such subcontractor services.

5. Notices

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

CAMPO:
Attn:
Capital Area MPO

Cary, NC 27601
Telephone: 919-996-4400

Contractor:
Attn:

Telephone:
Email:

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

Capital Area MPO
Attn: Executive Director

6. Actions in Conformance with Lead Planning Agency Agreement.

The Parties agree to take all reasonable steps and otherwise act in conformance with applicable provisions of the Lead Planning Agency Agreement between CAMPO and the Town of Cary as referenced in the Recitals.

7. Insurance

As indicated by the notation of applicability set forth herein, the Contractor agrees to continuously maintain, on a primary basis, at its sole expense and at all times during the term of this Contract, the applicable coverages and limits, set forth below. 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 of the 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.

Applicable: Yes ___ No ___.

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.

Applicable: Yes ___ No ___

Worker's Compensation & Employers Liability – The Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 (relating to statutory limits and number of employees liability) of not less than \$1,000,000 each accident.

Applicable: Yes ___ No ___.

Professional Liability (Errors and Omissions Coverage) – The Contractor agrees to maintain insurance with limits of not less than \$1,000,000 each claim. This coverage is necessary for professional services such as engineering, architecture, or when otherwise required by CAMPO.

Applicable: Yes ___ No ___.

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. The Contractor agrees to endorse CAMPO and the Town of Cary as additional insured parties on the Umbrella or Excess Liability policy unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Additional Insured – Contractor agrees to endorse CAMPO and the Town of Cary as additional insureds on the Commercial General Liability, Auto Liability, and Professional Liability policies. The endorsement shall read: “Capital Area Metropolitan Planning Organization and the Town of Cary are named additional insured as their interest may appear.”

Certificate of Insurance – The Contractor agrees to provide both CAMPO a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are continuously maintained in full force and effect. If the 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 within five (5) business days with a copy of the non-renewal or cancellation notice or provide to CAMPO a reasonably sufficient statement identifying the coverage(s) which is/are no longer in compliance. The Certificate Holders’ addresses should read as follows:

All insurance coverage referenced above shall be provided by an insurance company authorized to do business in the State of North Carolina.

8. 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. 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 because of any statutory, tort, or contractual duty.

9. Intellectual Property

Subject expressly to the provisions of paragraph 17 of this Agreement, 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 CAMPO and not divulged or made available to any individual or organization without the prior written approval of 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.

10. 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.

11. 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 CAMPO and the Town of Cary, respectively.

12. 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 a 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 in such event, termination will be effective upon receipt. Upon receipt of such notice, the Contractor shall cease performance immediately.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed and associated costs incurred prior to the Contractor's receipt of notice of termination. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under the 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 resulting from 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.

13. 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 regarding the Contractor's work under the Contract.

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.

As applicable to the scope of work under this Contract, the Contractor shall effectively fulfill and 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 subcontractors, consultants, and employees before they are exposed to potential workplace or other hazards, as required by specific OSHA Standards.

14. 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. It is the responsibility of the Contractor to properly designate materials at the time of initial disclosure to 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 CAMPO. The Contractor understands and agrees that CAMPO 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.

15. Audit

At their election, CAMPO may conduct, or provide for, an audit or audits of the Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. CAMPO may conduct such audits or inspections throughout the term of this Contract, and for a period of three years after final payment to the Contractor, or for a longer period if such is required by law.

In the event of such an audit, the Contractor agrees that CAMPO, or its/their designated representative(s), 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 CAMPO judgment have any bearing on or pertain to any matters, rights, duties or obligations arising under the Contract. The Contractor agrees that CAMPO or its/their designated representative, shall have access to Contractor’s personnel records pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. The Contractor agrees to maintain such records for a minimum of three years after final payment, unless a longer period of records retention is required by law. The Contractor agrees to allow CAMPO or its/their designee to access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CAMPO’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 an adequate and appropriate workspace to conduct audits as provided for herein.

The Contractor agrees to include similar provisions regarding the rights of CAMPO to conduct auditing activities in any contract with employees, consultants, or subcontractors of the Contractor for performance of work under this Contract.

CAMPO agree to provide the Contractor with an opportunity to discuss and respond to any findings before any final audit report is issued.

CAMPO's rights under provisions of this Contract regarding audits shall survive the termination of this contract.

16. 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.

17. 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.

18. Non-discrimination.

To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 et seq.); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

19. Minority or Women Owned Businesses

Consistent with, and in furtherance of the above-stated agreements not to discriminate on the basis of race, color, creed, national origin, sex, age, marital status, pregnancy, or sexual orientation, the Contractor will pursue an affirmative policy of fostering, promoting and conducting business with and engagement of women and minority owned business enterprises

("WMBE"). Further, the Contractor shall adhere to any State and Federal MWBE requirements associated with any governmental funding involved in this Contract.

20. Federal Contracting Requirements.

The Contractor shall, with respect to the subject matter of this Contract and all services provided or performed hereunder be bound, and abide by, the requirements of applicable federal laws set forth in Exhibit 3, attached. Further, with respect to the subject matter of this contract and services to be provided or performed hereunder, the Contractor shall take all reasonable steps to insure that all of its employees, officers, agents, (sub)contractors, and (sub)consultants abide by such federal requirements, and shall, without limitation, provide reasonable notice of such requirements to its employees, officers, and agents, and shall reference and include such federal requirements in all its contracts with (sub)contractors and (sub)consultants.

21. Assignment

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

22. 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, Eastern Division.

23. Companies Boycotting Israel Divestment Act Certification.

The Contractor hereby certifies, pursuant to NCGS 147-86.81, that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel.

24. Miscellaneous.

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO for use in connection with the performance of this Contract and, without limitation as to further claims, will reimburse for, as applicable, repair costs or the replacement value of such property.

The Contractor shall be considered an Independent Contractor, and as such shall be wholly responsible for the work to be performed, including the supervision of its employees, consultants, or subcontractors. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture relationship between the Parties. The Contractor represents that it has, or will secure at its own expense, all resources and personnel required to satisfactorily perform the required services under this Contract. Any employees, sub-contractors, and/or

consultants performing work hereunder 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.

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 between the Parties.

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

- Exhibit 1: Scope of Services
- Exhibit 2: Statement of Fees and Charges
- Exhibit 3: CAMPO Requirements under Federal Laws
- CAMPO-Town of Cary Lead Planning Agency Agreement of _____ not attached-incorporated by reference.

In the case of any conflict between this Contract and any of the above incorporated attachments, the terms of this Contract shall govern.

IN WITNESS WHEREOF, the Contractor has executed the Contract by the signature of its duly authorized officer(s), and CAMPO has executed the Contract, with proper authority, by the signature of its Executive Director, with the official seal affixed, the day and year first above written.

< Insert Signature Blocks >