

NORTH CAROLINA

WAKE COUNTY
FOR SERVICES

CONTRACT

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

WITNESSETH:

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

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

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

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

1. Scope of Services

The Contractor shall perform for CAMPO the services included in Attachment A.

2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence however it is agreed that professional services are to be performed using sound professional practices. The Contractor shall begin work upon Notice to Proceed and work shall be completed no later than June 30, 2021. 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 **\$99,978** for services performed during fiscal year (FY) 2021. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard City of Raleigh payment term is NET 30 days from the date of invoice.

For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order

Number _____. Invoices submitted without the correct purchase order number will result in delayed payment. All invoices shall be paid within thirty (30) days of CAMPO's receipt of Contractor's invoice.

4. 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.

5. Notices

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

CAMPO:

Attn: Shelby Powell
Capital Area MPO

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

Telephone: 919-996-4393

Email: Shelby.Powell@campo-nc.us

Contractor: HDR Engineering, Inc. of the Carolinas

Attn: Patrick McDonough
HDR

555 Fayetteville St, Suite 900

Raleigh, NC 27601

Telephone: 919-232-6697

Email: Patrick.mcdonough@hdrinc.com

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

Capital Area MPO

Attn: Chris Lukasina, Executive Director

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

6. 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.

7. Minority or Women Owned Businesses

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

8. Assignment

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

9. 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.

10. 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 \$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 \$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 \$1,000,000 each accident.

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

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

City of Raleigh

CAMPO

Post Office Box 590

and

421 Fayetteville Street, Suite 203

Raleigh, NC 27602-0590

Raleigh, NC 27601

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

Professional Liability – Limits of \$1,000,000 each claim and in the annual aggregate. 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.

11. Indemnity

A. To the fullest extent allowed by law, Design Professional shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Design Professional, the Design Professional's agents, or the Design Professional's employees.

B. In matters other than those covered by subsection A, above, and to the fullest extent allowed by law, Design Professional shall indemnify and hold harmless the 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 Design Professional or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or 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, only if the Fault of the Design Professional or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

D. Only to the extent provided pursuant to a policy of insurance, Design Professional shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Design Professional or its Derivative Parties is a proximate cause of such claims.

E. The Design Professional's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

F. 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 Design Professional's subcontractors, agents, employees, or other persons or entities for which the Design Professional may be liable or responsible as a result of any statutory, tort, or contractual duty.

11. 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 upon payment of all amounts rightfully owed by CAMPO to the Contractor herein will be the sole property of CAMPO and not the Contractor. Any reuse or modification of such information, data, instruments, documents, studies, reports or deliverables for purposes other than as intended herein by the Contractor shall be at CAMPO's sole risk and without liability to 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 upon payment of all amounts rightfully owed by CAMPO to the Contractor herein 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.

12. 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.

13. Advertising

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

14. 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 after the Contractor's failure to cure within 10 days from the notice. 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.

15. 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.

16. Applicability of North Carolina Public Records Law

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

17. Miscellaneous

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

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

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

18. Audit

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

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

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

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

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

19. 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.

20. 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.

21. 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
- Attachment B: CAMPO Federal Requirements
- Certificate(s) of Insurance

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

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

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

State of North Carolina
County of Wake

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

Witness my hand and official seal, this the ____ day of _____, 2020.

_____, Notary Public

(Affix notary seal)

My Commission Expires: _____, 20____

HDR Engineering of the Carolinas

Jonathan Henderson, South Atlantic Area Manager
HDR Engineering of the Carolinas

{SEAL}

ATTACHMENT A:

Scope of Services

Capital Area Metropolitan Planning Organization (CAMPO)
Bus On Shoulder Study
Scope of Services 06-09-2020

BACKGROUND AND PURPOSE

HDR (Consultant) is pleased to offer a scope of services to CAMPO and its partners, GoTriangle, DCHC-MPO, and NCDOT- to create a programmatic approach for identifying, prioritizing, and developing best practices for Bus On Shoulder (BOS) deployment in the Triangle, and across North Carolina.

The Consultant and its subconsultant, Cambridge Systematics, will provide a series of technical memoranda addressing the activities in the scope below, linked together through a North Carolina BOS Implementation Blueprint, with comprehensive recommendations for how to expand the safe and effective use of BOS facilities throughout the Research Triangle Region, and to create a path forward to do the same across the state.

PROJECT SCOPE

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will use project management and cost/schedule tools that integrate scope of work activities with schedule, resources, quality control and budget details.

The project manager is Patrick McDonough and the Deputy Project Manager is Jeff Dayton. Contact information is listed below:

Patrick McDonough

Project Manager

919-232-6697

Patrick.McDonough@hdrinc.com

Jeff Dayton

Deputy Project Manager

919-232-6641

jeffrey.dayton@hdrinc.com

The Consultant's project control measures include the following:

Task 1.1: Project Management Plan

The Consultant will develop a Project Management Plan (PMP) for submittal to CAMPO for review and approval within 14 days of Notice to Proceed (NTP). The PMP will outline the processes and tools to be utilized throughout the project to monitor scope, schedule, budget, and quality control.

Task 1.2: Project Schedule

The Consultant will develop a detailed project schedule that establishes start and end points for each project task; submittal dates for draft and final deliverables; and project, agency and stakeholder/technical committee meeting dates.

Task 1.3: Monthly Reporting and Invoices

The Consultant will prepare monthly progress reports that describe activities that have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and project status relative to the schedule and budget. The Consultant will submit monthly invoices and progress reports in a format agreed upon by the Consultant team and CAMPO.

Task 1.4: Stakeholder Identification, Establishment of Technical Steering Committee and Deliverable Review Process

The Consultant will work with CAMPO and its study partners to identify appropriate stakeholders to participate in the Technical Steering Committee (TSC), and stakeholders that are not TSC members but may be part of the group being convened by GoTriangle- and establish schedules for reporting to each.

The working assumption of this scope is that the schedule is based on review and approval of deliverables to be the final decision of CAMPO with advice and recommendations from the TSC informing CAMPO's approvals. This also assumes that the group led by GoTriangle will be updated at appropriate intervals in an informational capacity, but will not participate in formal deliverable review like the TSC.

Task 1.5: Project Management and TSC Meetings

The Consultant will facilitate monthly Project Management Team meetings throughout the course of the project. The consultant will also facilitate monthly meetings of the TSC. Prior to each meeting, the Consultant will prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official notice to proceed is received in order to account for holiday conflicts. The Consultant will deliver meeting minutes within five business days of each meeting. The Consultant will develop and maintain an Action Item List to facilitate the expedited resolution of issues and decision points. The Action Item List will be reviewed at each Project Management Team meeting and updated for inclusion with the meeting minutes.

The default assumption for meetings is that they will be held virtually under the COVID19 pandemic to meet social distancing guidelines.

Task 1 Responsibilities / Deliverables of Consultant:

- Project Management Plan
- Project and TSC Meeting Schedule
- Monthly Progress Reports/Invoices
- Monitor and document subconsultant quality control as well as review and coordinate as applicable
- Monthly PM Meeting Agendas, Minutes, and Action Item List
- Provide minutes of meetings and conference calls within 5 business days
- Maintenance of common electronic filing system for use by team

Task 1 Responsibilities / Deliverables of CAMPO:

- Provide staff to represent CAMPO at bi-weekly Project Management Team meetings
- Review and approve progress reports and invoices

- Provide input on action items
- Confirm accuracy of meeting minutes between receipt and the next project management meeting

TASK 2 – ENGAGE HDR’S NATIONAL BOS EXPERTS IN A TSC WORKSHOP TO INFORM PEER REVIEW

Task lead: Lauren Adams

Key HDR Participants: Laycee Kolkman, Lauren Adams, Tom Shook, Stephen Decker

Task 2.1 Expert Panel Pre-Workshop Preparation

The Consultant team will assemble key materials related to Bus On Shoulder implementation and prioritization in North Carolina. Those will include:

- NCDOT BOS Implementation and Operations Plan
- SPOT Prioritization Metrics applicable to Bus On Shoulder
- Wake Transit Prioritization Policy
- CAMPO LAPP Project Scoring Policy
- DCHC-MPO STP-BG Scoring Policy
- CAMPO Red Lanes Study
- Additional documentation that CAMPO, GoTriangle or study partners would recommend the panel examine

The Consultant will solicit potential questions from the project stakeholders ahead of the document review to be shared with the BOS Expert Panel.

The BOS Expert Panel will review these materials ahead of the workshop to develop familiarity with the current extent of BOS operations in North Carolina.

Task 2.2 Two-Hour TSC Workshop with BOS Experts

The Consultant team will host a facilitated workshop in which the BOS Expert Panel will:

- Provide an overview on longstanding and emerging best practices in BOS deployment
- Share insights back to the stakeholders based on the questions solicited ahead of their document review
- Discuss their early recommendations for NC, and propose research questions for peer review
- Be held virtually due to the COVID19 pandemic, in either the 2nd or 3rd TSC meeting.

Task 2.3 Peer Review of BOS Systems in Other States

The Consultant team, guided by recommendations and research questions generated in the workshop, will reach out to seek to conduct interviews with three peer metropolitan regions that have successfully expanded their BOS system from one corridor to a broader network of BOS facilities, with a preference for those that have done so in a systematic way. At the beginning of the Peer Review, and after the Workshop, the consultant team will work with GoTriangle to schedule a one-hour “What’s Working? What’s Not?” conference call or Webex meeting with bus operators who have experience driving in the Triangle’s existing BOS facilities.

The Consultant team will summarize the results of the interviews in a Peer Review Technical Memo.

Task 2 Deliverables

- Agenda and preparation for BOS Expert Panel TSC Workshop
- Hosted workshop including TSC and BOS Expert Panel
- Memorandum summarizing workshop with recommendations for peer review and general study direction
- Draft Peer Review Technical Memo
- Final Peer Review Technical Memo

TASK 3: ESTABLISH CRITERIA FOR BOS IMPLEMENTATION

Task lead: Lauren Adams

The Consultant team will use findings from the Peer Review to prepare minimum criteria and desirable criteria for BOS facility design and operations on current and future roadways. The criteria will also look beyond these two categories and explore special situations and tolling implications for the criteria.

A special situation is one that may require deviation from either the minimum or desirable criteria due to another mobility strategy being deployed. For example, the same BOS signage that works well on standard on-ramps may need to be adjusted for those where ramp metering is deployed.

While the Triangle Expressway is mostly uncongested today, tolled facilities in other metro areas around the country regularly experience congestion and may have BOS operations on them. We will also review the implications of conventionally tolled and dynamically tolled highways for setting BOS criteria and consider those implications in light of the recently completed Triangle Tolling Study.

Task 3 Deliverables

- Draft BOS implementation criteria memorandum including:
 - Minimum criteria for BOS operations draft
 - Desirable criteria for BOS operations
 - Special situations criteria (as needed)
 - Tolling implications for criteria
- Final implementation criteria memorandum

TASK 4: Identify the Subject Roads for the BOS Study

Task lead: Jeff Dayton

The Consultant team will start the Subject Road selection with the Study Partners and TSC by reviewing the preliminary corridor study conducted by GoTriangle, as well as use existing and future corridors identified in regional transportation and transit plans to create a preliminary pool of potential Subject Roads. These will be reviewed based on lessons learned from the Peer Review, as well as the judgment of TSC members and The Consultant team.

The Consultant team and TSC will review the Subject Road list and finalize it prior to applying the BOS Suitability criteria.

Task 4 Deliverable

- Table and GIS map of defined subject roads for the study

TASK 5: SCREEN EACH SUBJECT ROAD USING MULTIPLE BOS SUITABILITY METRICS

Task lead: Feng Liu

The Consultant team will leverage existing modeling and forecasting work which supports planning programs such as the 2045 MTP, TIP, SPOT and transit studies. We will analyze congestion in potential BOS Study Corridors, focusing on the 2035 horizon year.. Transit market analysis will be conducted for these corridors, including origin-destination patterns for commuting and non-commuting trip purposes during peak and off-peak periods. Anticipated transit capacity will be provided per hour, per direction from County Transit Plan horizon years. For the current year, the StreetLight O-D data, if available from the MPO, will be used to identify major trip flows in the corridor as the base condition, in conjunction with the TRM base year data. These analytics will support the evaluation of the potential corridors best-suited for Bus on Shoulder deployment.

Every Subject Road will be examined using the following metrics:

- Infrastructure Readiness - using NCDOT data, detail current shoulder width, pavement depth, standard vs. non-standard geometry at interchanges and ramps, etc.

- Travel Market Data from the Triangle Regional Model, including: Congestion metrics such as current and 2045 V/C ratio from MTP
- Pre-COVID and future forecast transit ridership for all routes
- Anticipated transit capacity provided per hour per direction in County Transit Plan horizon years
- Operations Readiness and Risk Review – scan for existing high crash locations, special event traffic impacts and where BOS is easier or harder to deploy due to interchange design, geometric or land use considerations
- Origin-Destination data from Transit Onboard Surveys completed in the Triangle in recent years.
- Bus service on-time-performance by facility (if data is available)
- Potential peak hour travel time savings to buses using BOS operations in each Subject Road versus mixed traffic

The Subject Roads will then be ranked in a proposed priority order for BOS implementation based on the estimated benefits that would accrue if a BOS facility was introduced.

Task 5 Deliverables

- Draft subject road BOS suitability analysis memorandum
- Final subject road BOS suitability analysis memorandum

Task 6: CONDUCT AN IMPLEMENTATION AND OPPORTUNITY REVIEW IN THE CURRENT PROGRAM/FUNDING ENVIRONMENT

Task lead: Alpesh Patel

The Consultant team will review each Subject Road with an opportunistic eye towards identifying the relative of ease of implementing BOS on any facility- given the improvements that are already planned for individual subject roads.

Our team will review each subject road and identify upcoming TIP projects that could potentially deliver a BOS component. We will then work with the TSC to identify the timeframe by which an affirmative decision to include BOS components would need to be made to be incorporated into existing roadway design schedules. Our review will also consider how to quantify operational and cost/benefit impacts of proposed BOS projects for submittal to NCDOT's Strategic Prioritization process. Currently, BOS is not listed as a specific improvement type in NCDOT's scoring methodology, but the growth of these low cost, high-benefit mobility solutions offers an opportunity to use the study's outcome to engage NCDOT's prioritization workgroup during its next process update in 2021. Our review would consider the before and after use case outcomes of BOS implementation on I-40 and compare potential BOS scoring approaches to other currently scored operational improvements.

Each subject road will be evaluated for the potential inclusion of BOS components not only through STIP/TIP construction projects, but also through either signal or Transportation Systems Management and Operations (TSMO) approaches. Potential funding sources for BOS implementation from federal, state and local sources will be identified.

Task 6 Deliverables

- Draft implementation opportunity review memorandum
- Final implementation opportunity review memorandum

Task 7: CREATE A NORTH CAROLINA BOS IMPLEMENTATION BLUEPRINT

Task lead: Lauren Adams

Using the information gathered through the tasks above, The Consultant team will deliver a BOS Implementation Blueprint

report that supports BOS expansion across the entire state. It will detail:

- Operational and design guidelines for BOS on minimum facilities, desired facilities, in special situations, on toll facilities and in coordination with larger TSMO scale improvements
- Any recommended updates of the NCDOT BOS IOP
- A question-and-answer checklist protocol that helps MPO, NCDOT, transit agency, or other transportation staff evaluate if a roadway facility is a good candidate for BOS deployment
- Recommended metrics for comparing promising candidate BOS projects and prioritizing those with strong benefit-cost performance and implementation feasibility

Task 7 Deliverables

- Draft North Carolina BOS implementation memorandum
- Final North Carolina BOS implementation memorandum

Task 8: UPDATED MESSAGING FOR PUBLIC AWARENESS OF BOS OPERATIONS

Task Lead: Sabrina Colon

The Consultant team's strategic communications experts will review the 2013 messaging and signage package for BOS along I-40 and update messages and communication strategies to help move the public closer to a place of awareness where they expect to see BOS operations on certain types of roads in their communities.

Task 8 Deliverables

- Draft memorandum reviewing current public messaging on BOS in North Carolina and recommended updates to messaging to the public
- Final memorandum reviewing current public messaging on BOS in North Carolina and recommended updates to messaging to the public

Task 9: PRODUCE EXECUTIVE SUMMARY

Task Lead: Patrick McDonough

This scope has been designed so that if CAMPO or the study partners wish to release earlier deliverables in the middle of the study to help with BOS planning efforts, that it will be easy to do so. This final task is to create a simple Executive Summary, linking the work of the other tasks together and providing a high-level understanding of the study's conclusions.

The Executive Summary, and all prior technical memoranda, will be transmitted in a web-friendly format such as a searchable PDF. All graphics, content, mapping, graphics, GIS or other data created, spreadsheets, etc. will be delivered to CAMPO upon completion of the study.

Task 9 Deliverables

- Draft Executive Summary Linking All Technical Memoranda
- Final Executive Summary Linking All Technical Memoranda

*****END OF SCOPE OF SERVICES*****

ATTACHMENT B:

Additional Federal Requirements

City of Raleigh (COR) Federal Requirements

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

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

Age Discrimination Act of 1975

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

Americans with Disabilities Act of 1990

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

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

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

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

City of Raleigh (COR) Federal Requirements

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

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

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

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

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

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from

City of Raleigh (COR) Federal Requirements

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

Energy Policy and Conservation Act

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

Fly America Act of 1974

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

Hotel and Motel Fire Safety Act of 1990

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

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

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

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the

City of Raleigh (COR) Federal Requirements

	<p><i>Rehabilitation Act of 1973</i>, 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.</p>
Universal Identifier and System of Award Management (SAM)	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.</p>
USA Patriot Act of 2001	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
Whistleblower Protection Act	<p>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.</p>
Termination Provisions	<p>The City of Raleigh may terminate any resulting contract should the Contractor fail to abide by its requirements</p>
Legal Remedies Provisions	<p>In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.</p>
Conflict of Interest Provisions	<p>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.</p>
Access to Records and Record Retainage	<p>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.</p> <p>The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.</p>

Standard Title VI Assurances

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

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

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

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

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors,

transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed this 16th day of NOVEMBER, 20 16.

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

Chris Lukasina, Executive Director, NC Capital Area MPO

PERTINENT NONDISCRIMINATION AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

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