

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR SERVICES

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

WITNESSETH:

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

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

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

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

1. Scope of Services

The Contractor shall perform for CAMPO the following described services:

2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contractor shall begin work upon Notice to Proceed and work shall be completed no later than **June 30, 2023**. 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 \$ **120,000** for services performed during fiscal years (FY) **22** and (FY) **23** for a total contract amount of \$ **120,000** unless changed by a duly authorized amendment. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard City of Raleigh payment term is NET 30 days from the date of invoice. **For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order Number 141326.** Invoices submitted without the correct purchase order number will result in delayed payment.

4. Workmanship and Quality of Services

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

5. Standard of Care

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

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

6. Notices

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

CAMPO:

Attn: Crystal Odum
Capital Area MPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601
Telephone: 919-996-4400
Email – Crystal.odum@campo-nc.us

Contractor: Nelson\Nygaard Consulting Associates, Inc.

Attn: Managing Director
Nelson\Nygaard Consulting Associates, Inc.
2 Bryant Street, Suite 300
San Francisco, CA 94105
Telephone: 415-284-1544
Email: jwieland@nelsonnygaard.com

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

Capital Area MPO
Attn: Executive Director
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

7. Non-discrimination

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

8. Minority or Women Owned Businesses

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

9. Assignment

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

10. Applicable Law

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

11. Insurance

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

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

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

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

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

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

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

and

CAMPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse CAMPO and the City of Raleigh each as an 'Additional

Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

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

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

12. Indemnity

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

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

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

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

C. Definitions:

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

13. Intellectual Property

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

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

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

14. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. Advertising

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

16. Cancellation

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

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

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

17. Laws/Safety Standards

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

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

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

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

B. Environmental Protection

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

C. Employee Education and Training

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

18. Applicability of North Carolina Public Records Law

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

19. Miscellaneous

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

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

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

20. Audit

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

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

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

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

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

21. E - Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-

25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

22. IRAN DIVESTMENT ACT CERTIFICATION

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

23. Incorporation of Documents/Complete Agreement

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

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

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

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

The remainder of this page remains blank intentionally.

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

CONTRACTOR: Nelson\Nygaard Consulting Associates, Inc.

By:

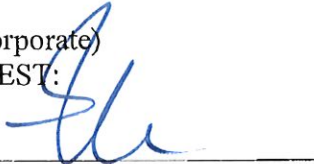


Thomas Bacus, Vice President
Printed Name/Title

(If corporate)

ATTEST:

By:



Tom Bacus, VICE PRESIDENT
Printed Name/Title
(Affix Seal)



STATE OF NORTH CAROLINA

Wake COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Tom Bacus, Vice President.

Date: August 2, 2021



Krystal L. Hagan
Signature of Notary Public

Printed Name: Krystal L. Hagan

My Commission expires: May 22, 2023

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By:


Chris Lukasina, Executive Director

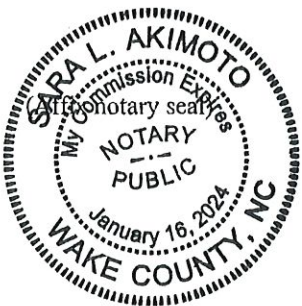
ACKNOWLEDGEMENT by
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

State of North Carolina
County of Wake

I, SARA L AKIMOTO, 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 9th day of AUGUST, 2021.

Sara L Akimoto
_____, Notary Public



My Commission Expires: JANUARY 16, 2024

Attachment A

Scope of Services

Mobility Management Program and Implementation Study



Submitted by:
Nelson\Nygaard Consulting Associates, Inc.

CONTACT: Meredith Greene, AICP TITLE: Principal
EMAIL mgreene@nelsonnygaard.com PHONE: 512-632-2523

UPDATED SCOPE OF SERVICES

PHASE I – RESEARCH AND ANALYSIS

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Project Kickoff

This task includes a project kickoff meeting with CAMPO and funding partners, to confirm the project objectives, work plan, schedule, deliverables, and approach. We will prepare a meeting agenda and meeting notes. Following the Notice to Proceed, working with CAMPO the kick-off can be tentatively scheduled for two weeks before the first technical steering committee (TSC) meeting to allow the project team to prep for the initial meeting following project direction from CAMPO and the funding partners.

Ongoing Project Management

The Project Manager, Meredith Greene, will be the primary contact for CAMPO and the external face of the project. She will also be responsible for overall management of the project, including managing staff resources and ensuring quality deliverables are submitted on time and within budget. We will schedule regular, virtual twice monthly 30-minute client check-ins to review project progress and will submit monthly invoices accompanied by progress reports.

- With ongoing project management, we will develop a "project brand" and document templates for reports, technical memos, presentation materials, and maps. We will work with CAMPO staff and the TSC to develop the proposed project brand. It is anticipated we will build on the project branding previously developed for GoTriangle unless the project team would like to create a new brand.
- We will initially schedule regular twice monthly conference calls with CAMPO, which may be modified to monthly or weekly calls depending on project outcomes and deliverable timing.

Technical Steering Committee

The TSC will be an integral component of this study, providing feedback at critical project points, and guiding the stakeholder buy-in and meeting process. Our project team intends to involve the TSC throughout the course of the project for regular updates and at least two weeks to review and comment on each deliverable produced. We will hold regular meetings and workshops with the Technical Steering Committee according to the schedule listed in the RFP as follows:

- Phase I Kickoff Meeting: Review scope, schedule, participation expectations and work plan with the TSC

- TSC Workshop 1: Discuss and receive input on findings from existing services conditions, plans, studies, programs, peer review and board feedback
- TSC Workshop 2: Discuss and receive input on draft impact and scenarios analysis, threats, and opportunities for changes to levels of service, resources, funding, program structure, and needs to implement a regional mobility management program
- Phase I Presentation to TSC: Final draft recommendations (culmination of all work and review of draft "white paper")
- Phase II Kickoff Meeting: Kickoff with all agencies participating in mobility management program implementation
- Phase II Workshops: Individual agency-specific operations review and data collection workshops for Phase II implementation (combine workshops as able)
- Phase II Presentation: Implementation plan and marketing, public engagement, and outreach strategy
- Final Presentation: Study oversight team/MCC meeting to refine study findings before governing board presentations

Depending on COVID restrictions and individual comfort levels, some meetings later may at some point be in-person, we are allowing for initial meetings and/or workshops by videoconference and email discussions as needed. Nelson\Nygaard staff will work with CAMPO staff to schedule these meetings. We will prepare agendas and presentations, facilitate the meetings and workshops, and summarize meeting feedback and outcomes. CAMPO will be responsible for sending out invitations for meetings, information, and deliverables to the TSC.

DELIVERABLES

- Kickoff meeting
- Twice monthly client check-ins by videoconference
- Meetings, Workshops, and Presentations with TSC
- Regular communications with client project team
- Monthly invoices and progress reports

TASK SCHEDULE

- July 2021-June 2023

TASK HOURS: 82

TASK 2 REVIEW OF KEY STATE, REGIONAL, AND LOCAL STUDIES AND PLANS

The objective of Task 2 is to review current and previous planning efforts region wide. Since our project team was involved in the development of the previous coordinated plan, we will use the plan review as a baseline for this task, including the inventory of existing relevant plans, studies, and reports that pertain to previous efforts on coordination, paratransit, human service transportation, and public transit in the region. In addition to building on the foundation developed through the coordinated plan, our team will look at the full landscape for the implementation of mobility management in the region, which will include, but not be limited to, the following plans and considerations:

- Microtransit studies
- Live Well Wake County
- Transportation Demand Management Studies and Plans
- A review of updates and implementation of plans associated with Community Funding Areas in the region

- Scan of communities & plans in region associated with CFAs (i.e. Apex, Wake Forest, Garner, etc.)
- Statewide Non-Emergency Transportation Program (NEMT)

These additional considerations will allow our project team to expand beyond the foundation created through the coordinated plan to begin to look at the region through the lens of mobility management.

The review will produce a report on existing plans and studies that identifies the recommendations with a focus on mobility management program elements. Source documents will include the CHSTP and the Wake Transit Plan, both of which were developed with consultant support by Nelson\Nygaard, the recently completed Northeast Wake County Microtransit study, ADA service plans, CAMPO's Metropolitan Transportation Plan, and other local plans and studies. As part of this document, we will highlight identified needs or gaps to support.

DELIVERABLES

- Existing Plans and Studies Report

TASK SCHEDULE

- July -October 2021

TASK HOURS: 40

TASK 3 REVIEW EXISTING AND PLANNED TRANSPORTATION SERVICES AND REGIONAL PROGRAMS

The purpose of Task 3 is to update the inventory of existing and planned services conducted for the Coordinated Plan, Nelson\Nygaard will collect information from public transit providers and nonprofit human service providers.

We will supplement information in the Task 2 review by interviewing representative stakeholders identified by CAMPO and the TSC. We will compile this information in tabular form including, but not limited to, collecting areas served and jurisdictional boundaries, types of operations, days/hours of operation, technology used, revenues/funding, fleet data, facilities, funding sources, future agency plans, coordination efforts and barriers and any relevant policies and procedures regarding coordination between agencies in the region. We will also review current and planned local, regional, and state funding programs, including, but not limited to federal Section 5307, 5310, and 5311 programs, Rural Operating Assistance Program (ROAP), human service programming, and will build on NEMT findings in Task 2.

The outcome of Task 3 will be an updated inventory of available services, combined with service area maps highlighting the various transportation providers, both public and human service based. The analysis will be compiled into a technical memo for CAMPO and the TSC to review and comment on and will be ultimately incorporated into the final project report for continued reference. The memo will include a description of the methodology used to conduct the inventory, findings, and recommendations. The information collection forms will be included in the appendices of the final report.

DELIVERABLES

- Summarize findings of Task 3 in a regional Overview/Existing Conditions and Opportunities Report that encompasses, but is not limited to, public transit and human service agencies service levels, operations and operational parameters, practices, policies and procedures, relevant regional programs, service coordination, plan recommendations including agencies' visions, long term goals and political strategies, desires, and variables.

TASK SCHEDULE

- July -October 2021

TASK HOURS: 50

TASK 4 ENGAGEMENT AND PRESENTATIONS

The project team will develop a draft Engagement Plan to share with both the CAMPO project manager and the TSC for review and comment at the start of Task 4. Engagement efforts are anticipated to take place in four phases as a part of the project:

- Phase one will include stakeholder engagement, bringing boards and other decision makers along early in the study process once Tasks 2 & 3 are complete so that our project team has materials to share.
- Phase two of public and stakeholder engagement will take place upon completion of Task 6, where the project team can share findings to date and high-level recommendations. This phase will also allow stakeholders to reflect on the regional needs and add comments regarding needs that are more specific. We also anticipate 2-3 MCC meetings to take place throughout the course of the project and will participate, as needed.
- Phase three of the engagement will take place during tasks 8-10, wherein individuals may comment on and contribute to the proposed set up and organization of the mobility management program. The timing for the engagement is during a critical point of the project to ensure maximum feedback from a variety of stakeholders and governing boards and will help to build consensus among all regional players.
- Phase four of the engagement will take place during Task 12, where stakeholders and the public will have the opportunity to review and comment on the draft project study.

Community Engagement

As part of our exploration of local and regional mobility management programs in the best practices task, we will include people needing and using services, with a focus on underserved, or marginalized populations. This includes people already using transit, older adults, individuals with disabilities, veterans, and those for whom English is a second language. We intend to work closely with our subconsultant, C2G to conduct meaningful engagement, both virtually and in-person when appropriate.

Stakeholder Engagement & Governing Board Presentations

We already have identified stakeholders, including transportation providers, through our previous projects in the region, and will work with the TSC to expand and/or refine that list. Stakeholders include staff from public transit providers, local cities, Counties, organizations identified in the previous Coordinated Plan, as well as other organizations that are providing services or planning for those individuals who need service. We will also reach out to senior centers, disability advocates, social service agency staff, or other organizations serving low-income residents, non-English speakers, and minority populations.

At key points in the project, agreed upon in conjunction with CAMPO and the TSC, our team will develop and deliver presentations for/to the local governing boards to educate and build consensus. At a minimum, we will need to provide an initial presentation to seek direction and jurisdictional guidance at the outset of the project, one presentation after Task 6 to garner input, and one in Phase 2 of the project to inform and receive additional feedback on study progress and findings to date; Our team may flex to deliver more presentations as needed.

DELIVERABLES

- DRAFT Public and stakeholder engagement plan
- Written Presentations for jurisdictions and governing boards, with a minimum of presentations to the CAMPO TCC, Executive Board, TPAC, Wake Board of Commissioners, GoCary, and GoRaleigh
- Final Public and stakeholder engagement plan with feedback incorporated into draft planning efforts

- Conduct Presentations for jurisdictions and governing boards with a minimum of initial and Phase II Final Study results presentations to the CAMPO TCC, Executive Board, TPAC, Wake Board of Commissioners, GoCary, and GoRaleigh

TASK SCHEDULE

- October -November 2021
- April-June 2022
- April-June 2023
- Governing Board Presentations as needed throughout Study

TASK HOURS: 248

TASK 5 PEER REVIEW AND BEST PRACTICES ANALYSIS

Peer Review

As part of balancing regional mobility management goals, needs and opportunities, Nelson\Nygaard will prepare best practice and peer review research. Before beginning the peer review and best practices, the project team will present suggestions of successful Mobility Management Programs nationally that should be considered for a deeper dive in this task. This research will compare the Triangle region with other similarly sized and successful mobility management programs. In the peer review, we will write up implementation challenges and opportunities, services provided, lessons learned, cost-sharing models (including sustainable funding streams) and learning from partnership and governance models. We can also use the peer review to better understand state, local, and federal funding for mobility management and funding distribution methods. We will work closely with the TSC to select five mobility management programs to review. Once we collect the information, we will compile the information into an easy-to-read series of profiles for CAMPO and the TSC to review.

Best Practices

We will identify appropriate case studies of coordination and brokerage models with a focus on what is transferrable to the Triangle region. We will look at the role regional agencies play, including the role of regional transit in Wake County. We will tailor our review of regional models to those practices, policies, and innovations that can address the identified needs and gaps from Task 3. Based on the results of this research, we will develop a series of strategy sheets that depict various practices and lessons learned in mobility management to be incorporated with the peer review.

DELIVERABLE

- Peer Review Report and Analysis including Best Practices strategy sheets

TASK SCHEDULE

- October -December 2021

TASK HOURS: 104

TASK 6 RECOMMENDED IMPLEMENTATION FRAMEWORK AND ASSOCIATED TRANSIT SERVICE IMPACTS

Implementation Framework

Based on the needs and gaps determined in Task 3, and the research conducted in Task 5, the project team will compile a detailed implementation framework document that outlines the recommended approach for developing a regional mobility management program. The implementation plan will be tailored to the region, outlining steps for the planning and development of a region-wide mobility management program. The plan will include a high-level timeline, with recommended tasks to embark on over the course of the timeline, proposed recommended funding streams and funding sharing options, governance and monitoring, and services offered. Recommendations on agency partnerships will be included, as well as details on administration, and considerations for interagency agreements. The timeline will also include a proposed implementation schedule for Phase II of the study. The framework will operate like a road map to guide the participating agencies through the process of mobility management implementation, including, but possibly not limited to:

- Funding strategies and cost sharing
- Potential equipment needs
- Staffing and administrative considerations
- Technology and resource requirements
- Governance, oversight, and housing of the position
- Partner agencies

Should partner agencies choose not to participate in the implementation of the mobility management program, our team will develop recommendations for what the program may look like and options for funding and resources. All the information compiled in Task 6 will be summarized in a graphic-centric implementation plan, with order of magnitude considerations and checklists.

DELIVERABLES

- Implementation Plan Report and Recommendations
- Implementation Schedule including Checklists

TASK SCHEDULE

- December 2021 -April 2022

TASK HOURS: 46

TASK 7 PHASE I - "WHITE PAPER" RECOMMENDATIONS AND REPORT

Nelson\Nygaard will build on the research, analysis, and discussions from the preceding tasks, including the technical work carried out as part of the existing conditions analysis, and suggestions and ideas provided through conversations with the TSC, riders, and other stakeholders. These will include both short-and long-term strategies relevant for regional application as well at the local level. This information will be included in a white paper the project team will develop for reference. Additional elements include trade-offs, costs, benefits to the community and region, benefits to the agency, and potential cost savings. We will also highlight what the benefits are for the agencies that are considering participating.

Participation may vary by agency based on their resources, funding, and time availability, so the purpose of the white paper will be to clearly identify what is needed for a mobility management program tailored to the region, so that entities may be able to understand participation levels.

The white paper will also highlight the more recent changes to WakeAccess and statewide funding for non-emergency medical transportation programs (both reviewed in Tasks 2 & 3).

DELIVERABLES

- Prepare a "White Paper" report
- Present Phase I findings to TSC and governing boards with a minimum of presentations to the CAMPO TCC, Executive Board, TPAC, Wake Board of Commissioners, GoCary, and GoRaleigh

TASK SCHEDULE

- February -May 2022

TASK HOURS: 40

TASK 8 INTERAGENCY PARTICIPATION AGREEMENT

Once the project team has a clear understanding of the proposed participants in the mobility management program (after the agencies have reviewed the white paper in Task 7), we will use the participant information to put together the draft participation agreement. Meredith will develop draft language for the interagency participation agreement but will then turn the language over to CAMPO's attorney(s), who will ensure that the agreement includes appropriate legal language, as legal advice is not included in our services. The agreement will include an outline of incentives to participating in the program, whether financially or in-kind. It is important to note that the timeline for this task includes the development of the draft ILA, and ample time for review, comment, and signatures by legal departments for all agencies involved.

DELIVERABLE

- Draft Interlocal Agency Participation Agreement

TASK SCHEDULE

- May -June 2022

TASK HOURS: 8

PHASE II – PARTICIPATION AND IMPLEMENTATION

TASK 9 DETAILED IMPLEMENTATION STRATEGY

The implementation strategy will incorporate all findings to date and will include a detailed framework for the roll out of the mobility management program. Partnerships, policies, agreements, and timelines will all be included in the strategy, as well as implementation details and timelines for implementation. The project team will work closely with CAMPO and the TSC to refine the draft strategy, ensuring refinement of the details, job description(s) and agency roles in both the implementation, hiring, and program roll-out. The implementation strategy will remain flexible such that if the agencies need to update it, they may.

DELIVERABLES

- Refined scope for Phase II
- Detailed implementation strategy
- Documentation of revisions necessary between original implementation strategy framework (Task 6) and detailed implementation strategy (Task 9)
- Presentation of detailed implementation strategy at necessary meetings

TASK SCHEDULE

- July -October 2022

TASK HOURS: 40

TASK 10 PARTICIPANTS' OPERATIONAL REVIEW, ANALYSIS AND RECOMMENDATIONS

The project team will build on Task 8, and, considering the agencies who have agreed to participate in the implementation of the mobility management program, will create an operational review and analysis. The review will include available resources from the partner agencies to develop the operational plan for the mobility management program.

The operational plan will include details on the implementation activities needed for the region-wide program, an implementation schedule, resources, recommended policies, services, and procedures. The plan will detail the partner agencies' involvement, whether by in-kind, funding, resources, engagement, technology, or some combination thereof. The plan will also include a schedule for program roll-out beginning in 2023.

DELIVERABLES

- Prepare an Operations Plan including a schedule of activities and recommendations for the final partners to implement the mobility management plan by late 2023
- Presentation of recommendations at required meetings

TASK SCHEDULE

- October -December 2022

TASK HOURS: 8

TASK 11 PUBLIC OUTREACH AND ENGAGEMENT STRATEGY

Our project team will build on the initial engagement strategy created in Task 4 to create a robust series of strategies for the roll-out of the mobility management program. The strategy will include recommendations for coordination and participation by each of the partner agencies, with considerations for equitable engagement. The strategy will include:

- Educational information on mobility management, the purpose of the program, and how it can be used regionally from a variety of perspectives, including providers, customers, those who coordinate transportation for individuals, stakeholders, and boards of directors.
- A break down the respective roles and responsibilities for the partner agencies involved and will include a main point of contact and protocol for media updates.
- Stakeholder feedback to ensure the outreach methods are reasonable and achievable and should present opportunities and trade-offs through the implementation of the mobility management program.

DELIVERABLE

- Final Public Outreach Report and Marketing Strategy

TASK SCHEDULE

- January -March 2023

TASK HOURS: 46

TASK 12 STUDY FINAL REPORT

Draft Report

Nelson\Nygaard will prepare a draft report after all recommendations and deliverables have been reviewed by CAMPO and the TSC. The Draft Report will include a synthesis of the results of all previous work in logical chapter format with technical appendices and supporting graphics. CAMPO will provide a consolidated set of comments from any other organizations, boards, and the TSC that will be reviewing the report and Nelson\Nygaard will respond with changes and updates. Prior to finalizing the plan, our team will present the draft final plan and recommendations to the TSC and any Boards for review, comments, questions, and approval.

Final Report

Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the Draft Report and produce a Final Mobility Management Study Report. We will deliver the final document (including all supporting analysis files) in print and electronic formats (Word and PDF), along with all electronic files used to create the report and any native GIS files used for analysis. The electronic format of the Final Report will be web ready for upload and sharing.

DELIVERABLES

- Draft Report
- Final Report
- Electronic Project Files
- Present Phase II/Final Study findings/Implementation Operational Plans to TSC and governing boards with a minimum of presentations to the CAMPO TCC, Executive Board, TPAC, Wake Board of Commissioners, GoCary, and GoRaleigh

TASK SCHEDULE

- March -June 2023

TASK HOURS: 66

Mobility Management Program Implementation Study									
prepared by Nelson\Nygaard, 6/14/2021									
TASK DESCRIPTION	Nelson\Nygaard							C2G Sub Consultant	
	Project Manager	Deputy Project Manager	Associate 1	Associate 1	GIS Analyst	Graphic Design	Public Engagement	Public Engagement	Task Hours
	Meredith Greene	Bill Schwartz	Donato Perez	Donavan Snow	Michael Carragher	Kevin Otem	Barbara Ahrens	Nicole Bennett	Task Budget
	Base Rate	\$63.94	\$70.91	\$31.25	\$27.88	\$38.70	\$46.79	\$108.17	\$62.50
	Audited OH rate (175.09%) & FCCM (0%)	\$111.95	\$124.16	\$54.72	\$48.82	\$67.76	\$81.92	\$118.99	\$68.75
	Sub-total	\$175.89	\$195.07	\$85.97	\$76.70	\$106.46	\$128.71	\$227.16	\$131.25
	Profit (9%)	\$15.83	\$17.56	\$7.74	\$6.90	\$9.58	\$11.58	\$20.44	\$11.81
	TOTAL	\$191.72	\$212.62	\$93.70	\$83.60	\$116.04	\$140.30	\$247.60	\$143.06
Task 1: Project Management and Coordination	50	8	8	8	0	0	4	4	82
Task 2: Review of Key State, Regional, and Local Plans	4	0	16	16	0	4	0	0	40
Task 3: Review Existing and Planned Transportation Services & Programs	4	2	16	16	8	4	0	0	50
Task 4: Engagement and Presentations	100	0	8	28	0	24	8	80	248
Task 5: Peer Review & Best Practices Analysis	28	8	0	60	0	8	0	0	104
Task 6: Recommended Implementation Framework & Assoc Service Impacts	20	0	12	12	0	2	0	0	46
Task 7: White Paper Recommendations & Report	20	0	8	12	0	0	0	0	40
Task 8: Interagency Participation Agreement	8	0	0	0	0	0	0	0	8
Task 9: Detailed Implementation Strategy	20	0	0	16	0	4	0	0	40
Task 10: Participants' Operational Review, Analysis, & Recommendations	8	0	0	0	0	0	0	0	8
Task 11: Public Outreach & Engagement Strategy	22	0	0	0	0	0	0	24	46
Task 12: Study Final Report	20	6	10	20	0	10	0	0	66
Total Staff Hours	304	24	78	188	8	56	12	108	778
Travel Expenses - Meals (based on \$41.30 per diem)	\$826								
Travel Expenses - Hotel (based on \$71.20 per diem + Tax: ~\$80)	\$1,600								
Travel Expenses - Miles (based on 0.535/mile) (Other Ground Transportation: Mileage, Transit, Parking)	\$951								
Travel Expenses - Airfare (\$350/trip estimate)	\$2,100								
Printing/shipping Expenses									
Subconsultant Markup									
Travel and Misc. Expenses Sub-Total (Rental Car)	\$855								\$6,332
Labor Total	\$58,284	\$5,103	\$7,309	\$15,716	\$928	\$7,857	\$2,971	\$15,450	\$119,950

Attachment B
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)

7/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Zurich Insurance Company	40142
INSURED 1418374 NELSONNYGAARD CONSULTING ASSOCIATES, INC. 2 BRYANT STREET, SUITE 300 SAN FRANCISCO CA 94105 NELSONNYGAARD	INSURER B: Lloyds & London Co	
	INSURER C: Zurich American Insurance Company	16535
	INSURER D: American Guarantee and Liab. Ins. Co.	26247
	INSURER E: Allied World Surplus Lines Insurance Company	24319
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17688004

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	GLO0926401	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	BAP0926404	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Par person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0926402	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E	PROFESSIONAL LIABILITY	N	N	GLOPR2102224 0312-4137	7/1/2021 7/1/2021	7/1/2022 7/1/2022	\$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2021.0239 CAMPO NC MOBILITY MANAGEMENT STUDY. CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF RALEIGH ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17688004
CAMPO
421 FAYETTEVILLE STREET, SUITE 203
RALEIGH NC 27601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)

7/7/2021

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED 1418374 NELSON\NYGAARD CONSULTING ASSOCIATES, INC. 2 BRYANT STREET, SUITE 300 SAN FRANCISCO CA 94105 NELSON\NYGAARD	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Zurich Insurance Company	
	INSURER B : Lloyds & London Co	
	INSURER C : Zurich American Insurance Company	
	INSURER D : American Guarantee and Liab. Ins. Co.	
INSURER E : Allied World Surplus Lines Insurance Company		
INSURER F :		
NAIC #		
40142		
16535		
26247		
24319		

COVERAGES

CERTIFICATE NUMBER: 17688017

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	GLO0926401	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	BAP0926404	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0926402	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	GLOPR210224 0312-4137	7/1/2021 7/1/2021	7/1/2022 7/1/2022	\$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2021.0239 CAMPO NC MOBILITY MANAGEMENT STUDY. CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF RALEIGH ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17688017
CITY OF RALEIGH
POST OFFICE BOX 590
RALEIGH NC 27602-0590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment C

Federal Requirements

City of Raleigh (COR) Federal Requirements

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

Definition

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

Age Discrimination Act of 1975

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

Americans with Disabilities Act of 1990

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

Byrd Anti-Lobbying Amendment

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

Civil Rights Act of 1964 – Title VI

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

Civil Rights Act of 1968

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

City of Raleigh (COR) Federal Requirements

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

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

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

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

Davis-Bacon Act

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

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

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

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

City of Raleigh (COR) Federal Requirements

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

Energy Policy and Conservation Act

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

Fly America Act of 1974

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

Hotel and Motel Fire Safety Act of 1990

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

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

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

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

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

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

Rehabilitation Act of 1973

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

City of Raleigh (COR) Federal Requirements

Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

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

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

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

Termination Provisions

The City of Raleigh may terminate any resulting contract should the Contractor fail to abide by its requirements

Legal Remedies Provisions

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

Conflict of Interest Provisions

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

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Attachment D

Title IV Assurances

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:

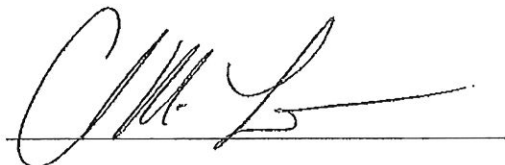
The NC Capital Area MPO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the 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 16 day of NOVEMBER, 20 16.

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

Chris Lukasina, Executive Director, NC Capital Area MPO

Attachment E

Pertinent Non-Discrimination Authorities

PERTINENT NONDISCRIMINATION AUTHORITIES (APPENDIX E)

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

Pertinent Nondiscrimination Authorities:

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