

ATTACHMENT B

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ON-CALL SERVICES

THIS CONTRACT is entered into by and between _____, hereinafter referred to as the "Contractor," the City of Raleigh, a North Carolina municipal corporation, (hereinafter the "City"), the NC Capital Area Metropolitan Planning Organization, (hereinafter "CAMPO"); and the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina (hereinafter "GoTriangle"). The City, CAMPO and GoTriangle shall collectively hereinafter be referred to as the "Client." All parties herein shall be collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Client desires to procure a Contractor to perform services; and

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

WHEREAS, the Client has agreed to engage the Contractor, and the Contractor has agreed to contract with the Client, 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 Client do contract and agree as follows:

1. Scope of Services/Description of Project

The Contractor shall perform for the Client the following described services:

The Client desires to have a Contractor perform various tasks under this contract. Typical tasks may involve various planning, environmental review, technology, and public outreach services including:

Planning Services

- Public transportation planning, including but not limited to the following: corridor studies, feasibility studies, development of short-range plans, financial planning (to include in-depth analysis of existing and projected future FTA funding for bus operations), blocking/runcutting, scheduling, Title VI analysis, ADA service planning, and multi-modal coordination;
- Development of performance measures and standards for:
 - transit system asset management,

- transit performance in both coverage and frequency bus routes and other transit service modes, and
 - the level of service provided for different transit service modes;
- Identification of transit improvements from the Wake County Transit Plan that may be made with existing resources;
- Determination and prioritization of potential co-existing local fixed bus routes and BRT within the final BRT corridors, as well as constructability assessments of projects;
- Determination of operational phasing for fixed bus routes and paratransit services and include budget projections;
- Perform current facilities inventory and needs projections including, but not limited to: park-and-ride locations, bus stop amenities, bus garages, maintenance facilities, and multimodal transit centers;
- Bicycle and pedestrian planning as it relates to their interface with public transportation and accessibility;
- Preparing and delivering presentations; and
- In-person presentations of final reports.

Environmental Review Services

- Initial site assessments and feasibility studies
- Environmental mitigation studies/reports
- Environmental review to support project planning and compliance with NEPA
- Permitting services

Technology Services

- Transit Intelligent Transportation System (ITS) Architecture strategic planning
- Planning and specification development for various Transit ITS system packages including, but not limited to:
 - Fare Collection Management System
 - Customer Information System
 - Traffic Signal Priority System

- Transit Fleet Management
 - Transit Security
- GIS/web mapping
- Graphic design, to include map creation, visualization services, posters, flyers, handouts, postcards, etc.
- Website development and administration

Public Outreach

- LEP Services
- Target audience identification
- Contact database development and processing
- Public involvement plan development and implementation
- Mailing and email address collection and processing
- Organizing and leading public workshops, meetings, and forums
- Preparing and distributing printed collateral
- Preparing website materials and social media blasts
- Managing and reporting public comments

Specific tasks that may be needed within the scope of this Agreement may also include the following items identified and/or defined in the “Transit Governance Interlocal Agreement Between Research Triangle Regional Public Transportation Authority, Capital Area Metropolitan Planning Organization, and Wake County” (hereinafter “Wake County Transit Governance ILA), attached hereto and incorporated within as **Exhibit C**:

1. Development of a Wake County Transit Work Plan, which includes a multi-year operating program, multi-year Capital Improvement Plan (CIP), annual operating and capital project budgets, annual tax district administration budget, annual updates of the Wake Transit Financial Plan and corresponding financial model assumptions, and capital and operating funding agreements;
2. Development of a Multi-year Wake County Service Implementation Plan and project prioritization policy, which may guide/inform annual Wake County Transit Work Plans;

3. Templates for financial and project status reporting;
4. Staffing model and expectations plan required for administration of the Wake County Transit Work Plan;
5. Program management policy and plan for the Community Funding Areas identified in the Wake County Transit Plan;
6. Multi-year vision plan;
7. An articulated strategy for each Implementation Element (as defined in the Wake County Transit Governance ILA) or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns;
8. An articulated strategy for incorporating and accounting for public outreach, involvement, and communication with various deliverables; and
9. Development of a detailed five (5)-year transit services implementation plan for GoTriangle and GoRaleigh, elements of which may need to mirror services in the multi-year Wake County Service Implementation Plan.

Tasks may also include services that may be performed by a sub-consultant to the Contractor.

The Contractor now has or will secure at their expense all personnel, including subconsultants, and facilities required to perform the services to be rendered under this Contract. Such personnel are not employees of, nor have they any direct contractual relationship with, the Client.

The Contractor is authorized to engage subconsultants to assist in the work included under this contract to the extent such services are included herein. Contractor shall be responsible to Client for Contractor services and the services of any subcontractors. No subcontract work is authorized for which the Client will incur any costs beyond those agreed upon and set forth in Section 4 of this Contract, "Compensation; Time of Payment."

Specific resources and responsibilities will be listed and described in individual Statements of Work ("SOW"), which describe the specific scope of services, compensation, and time of performance for each task order, each of which shall incorporate the terms and conditions of this Contract through reference. A sample SOW is attached as **Exhibit A**.

2. Services Provided by the Client

It is understood that certain services, as required, may be performed and/or furnished by the Client. These services may include the following:

Assist the Contractor by placing at their disposal all available information pertinent to the project, including previous reports and other relative data.

Assist in gaining access to and making all provisions for the Contractor to enter upon public and private property as required for performance of their services described herein.

Examine all work products prepared by the Contractor, obtaining advice of legal counsel and/or such other consultants as the Client deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Contractor.

Giving prompt written notice to the Contractor whenever the Client observes or otherwise becomes aware of any problems or changed circumstances in the project.

Furnishing the Contractor in a timely manner with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Contractor.

Designate in writing a person to act as Client's representative with respect to the work to be performed under this Contract; such person(s) shall have complete authority to transmit instructions, receive information, and interpret the defined scope pertinent to the services covered by this Contract.

The Client shall provide to the Contractor such information as is available to the Client for rendering of services hereunder. The Contractor may rely on the sufficiency of such information.

Insofar as any of the above services are necessary for the Contractor's performance of their obligations under this Contract, the Client shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the Contractor in its performance thereof.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract shall commence as directed by the Client. In performing the services described in this Contract, it is mutually agreed that time is of the essence. The term of this contract shall be for three (3) years from the date of final execution by all parties. The contract may be extended for two (2) additional one (1)-year periods upon mutual agreement by the Client and Contractor and confirmed by written amendment.

4. Compensation; Time of Payment

The collective sum of compensation for all SOWs executed under this contract, including lump sum fees, hourly fees, and sub-consultant services plus markup, shall not exceed

\$1,875,000 during fiscal year (FY) 2017 and, contingent upon a successful referendum to levy a ½% sales tax for public transportation in Wake County and the subsequent authorization of funds within Wake Transit Work Plan budgets (as defined in Exhibit C: Wake County Transit Governance ILA), \$15,000,000 during FY 2018 and \$15,000,000 during FYs 2019 and 2020 (amounts authorized in the Wake County Transit Plan financial model for each respective FY), without a duly executed amendment to this contract.

- a. Compensation. Compensation for each service that Contractor shall provide to the Client (as documented in the Statements of Work attached hereto) shall be set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, lump sum basis, or a combination of the two depending on the nature of the task and specificity of the task scope, which will be negotiated for each task and identified in each Statement of Work.
 - i. Lump sum fees, when applicable, shall be negotiated upon development of a detailed scope for the respective task(s) or portions thereof.
 - ii. For work performed on an hourly basis, the Client will be billed in accordance with an hourly rate schedule (**Exhibit B**) reviewed and approved by the Client as part of an approved task scope negotiated for each task identified in each Statement of Work). The Contractor shall be entitled to submit an updated hourly rate schedule after 12 months of the date of contract execution for review and approval by the Client.
- b. Timing of Payment to Contractor. The standard payment term is NET 60 days from the date of invoice. Any additional instructions for payment associated with a particular Statement of Work (such as payment address for Contractor) shall be set forth in the applicable Statement of Work.
- c. Invoicing to the Client by Contractor.
 - i. Unless stated otherwise in the applicable Statement of Work, Contractor shall invoice Client on a quarterly basis for all products provided and services rendered in the prior quarter. Invoices should clearly indicate the services performed for the applicable time period and should specifically reference the statement of work for this Contract under which such performance by Contractor occurred.
 - ii. **Unless stated otherwise in the applicable Statement of Work, for prompt payment you may email all invoices to accountspayable@raleighnc.gov or mail all invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. Each Statement of Work will be issued a separate Purchase Order.** Invoices submitted without the correct purchase order number will result in delayed payment.

5. Standard of Care

Contractor shall perform for or furnish to Client 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:

City of Raleigh
Attn: Bret Martin, AICP
Capital Area MPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601
Telephone: 919-996-4390

Contractor

GoTriangle
Attn: Jeff Mann, General Manager
Post Office Box 13787
Research Triangle Park, NC 27709

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 City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

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 City of Raleigh has adopted a goal of 15% for participation by minority or women-owned businesses in order to reach the above stated goal.

The percentage of MWBE business participation engaged in this contract based on total contract amount is proposed to be ____%. Any variation from this amount is to be immediately conveyed to the City by written notice, Attention: Maria Torres, Business Assistance Coordinator, PO BOX 590, Raleigh, NC 27602, with a copy to the City of Raleigh contact listed in the 'Notices' section of this contract.

9. Assignment

Neither the Client nor the Contractor will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the Client and the Contractor, except such other rights as may be specifically called for herein.

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 Client'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 site owned by the Client.

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 the Client as Additional insured parties 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 ‘**City of Raleigh and Research Triangle Regional Public Transportation Authority are named additional insured as their interest may appear**’.

Certificate of Insurance – Contractor agrees to provide the City and GoTriangle each 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 both the City and GoTriangle 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**

**Research Triangle Regional Public Transportation
Post Office Box 13878
Research Triangle Park, NC 27709**

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 Client 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 the Client.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

12. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the Client, the Contractor shall indemnify and hold and save the Client, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the

performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the Client, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

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 Client and not divulged or made available to any individual or organization without the prior written approval of the Client. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Client 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 Client.

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 Client. 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 Client, as part of any advertising without the prior written approval of the Client.

16. Cancellation

The Client 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, the Client 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 the Client. 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 the Client for damages sustained by the Client by virtue of any breach of this Contract, and the Client may withhold any payment due to the Contractor for the purpose of setoff until such time as the Client can determine the exact amount of damages due the Client 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 the Client 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 the Client 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 that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Client. Contractor understands and agrees that the Client 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 the Client for use in connection with the performance of this Contract, and will reimburse the Client 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 the Client.

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 and GoTriangle 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 Client 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 Client, or its designated representative(s), shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in Client'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 Client, or its designated representatives, 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 Client'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. Client's

authorized representative(s) or designee(s) 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 Client 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 Client agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

The Client's rights under this provision shall survive the termination of this agreement. The Client 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. No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than to the Client and Contractor.

24. Federal and State Requirements and Special Conditions

Work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Contractor and Client shall comply with the requirements and special conditions provided in Exhibit D: Federal and State Requirements and Special Conditions for Professional and Architectural & Engineering Services.

25. 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:

Exhibit A: Statement of Work

Exhibit B: Hourly Rate Schedule

Exhibit C: Wake County Transit Governance ILA

Exhibit D: Federal and State Requirements and Special Conditions

Exhibit E: Certificate 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.

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), under seal, and the Client has executed with the signature of their duly authorized officers, attested by their clerks, with their official seals affixed, the day and year first above written.

CONTRACTOR:

By:

Printed Name/Title

(If corporate)

ATTEST:

By:_____

Printed Name/Title
(Affix Seal)

CITY OF RALEIGH:

By:

City Manager or Authorized Designee

ATTEST:

By:_____
(Deputy) Clerk-Treasurer

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

City Attorney

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION
AUTHORITY:**

By:

General Manager or Authorized Designee

ATTEST:

By:_____
Clerk

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

General Counsel

CONTRACTOR ACKNOWLEDGEMENT

State of _____

County of _____

I, _____, a Notary Public for _____ certify that
_____ personally came before me this day and
acknowledged that they are _____ of _____, a
_____, and that as
_____, being authorized to do so, executed the foregoing on
behalf of and as a binding act of _____.

Witness my hand and official seal, this the ____ day of _____, 2015.

(Affix notary seal)

My commission expires: _____

:

STATEMENT OF WORK

(Number: _____)

This Statement of Work ("SOW") is entered into among _____, (the "Contractor"), the City of Raleigh (the "City"), the NC Capital Area Metropolitan Planning Organization ("CAMPO"), and the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle ("GoTriangle"), collectively hereinafter referred to as "the Client", under the terms and conditions of the contract between the Contractor and the Client dated _____ (the "Contract"), which is hereby incorporated by reference. This SOW is part of the Contract and shall be governed by the terms and conditions stated herein and by the terms of the Contract. In the event of a conflict between the terms of this SOW and the Contract, the provisions of the Contract shall control.

1. Scope of Services

In accordance with the terms of the Contract, the Client directs the Contractor to perform the following work:

2. Compensation; Time of Payment

Compensation to the Contractor for the work described above shall be _____.

Payments shall be made to the Contractor for performance in association with this SOW as follows: _____

3. Time of Performance

Contractor shall complete performance of the services described above by no later than _____.

(Notwithstanding the above, if the date provided in this section is beyond the time of performance or term specified in the Contract, the term specified in the Contract shall control and all work under this SOW must be completed by that date.)