CONTRACT FOR SERVICES

THIS CONTRACT (this "Contract") is entered into by and between Parsons Brinckerhoff, 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:

Conduct a study to develop a holistic regional tolling strategy for the Triangle region. The Capital Area and Durham Chapel Hill Carrboro MPOs and NCDOT/NCTA desire the development of strategy with an implementation plan that outlines a holistic tolling and managed lanes strategy for the region, including an evaluation of technology, operational structures, the development of appropriate performance measures to evaluate future tolling decisions, and an analysis on the impacts of the recommendations on the regional multi-modal transportation network. Additionally, the MPOs and NCDOT/NCTA desire an identification of financing and partnering mechanisms for funding the toll road infrastructure and operational/collection requirements. This study will include an outreach strategy to educate and gain input from targeted stakeholder groups and the general public. Ultimately, this study will identify the feasibility and necessity of using either tolling or other managed lane concepts or technologies to achieve regional objectives associated with the Metropolitan Transportation Plan. The Contractor will develop the study in accordance with the tasks outlined in Attachment A, Scope of Services.

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.

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, 2018. 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 in accordance with the requirements of this Contract.

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 \$200,000 for services performed during fiscal year (FY) 2017 and \$200,000 for services performed during FY 2018 for a total contract amount of \$400,000 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 _______. 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, in accordance with the requirements of this Contract, and shall conform to all prevailing industry and professional standards.

5. <u>Standard of Care</u>

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: Kenneth Withrow, AICP

Capital Area MPO

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

Telephone: 919-996-4390

Kenneth.Withrow@campo-nc.us

Contractor:

Attn: Lynn O. Purnell, PE, ENV-SP

WSP | Parsons Brinckerhoff

1001 Morehead Square Drive, Suite 610

Charlotte, NC 28203

Telephone: Direct: 704.342.5405

Mobile: 704.488.5038 purnell@pbworld.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. <u>Minority or Women Owned Businesses</u>

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. <u>Assignment</u>

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 is 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 City of Raleigh 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 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

and

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

Except to the extent caused by the sole negligence or willful misconduct of CAMPO, the Contractor shall indemnify and hold and save CAMPO, 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 CAMPO, 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 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.

20. 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.

21 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.

22 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

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 City has executed with the signature of its City Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.
CONTRACTOR:
By: Bernard P. Me Ne://y SVP Printed Name/Title
(If corporate) ATTEST:
By: Cary M. Siegel Sugel (art M. Siege/ Assi Secretar X Printed Name/Title (Affix Seal)
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a "CAMPO":
By:
Executive Director or Authorized Designee
Printed Name and Title:
ATTEST:
By:
Printed Name and Title:

(Affix Seal)

STATE OF:

COUNTY OF:

I, Milay Sylvester a Notary Public for said County and State, do hereby certify that Berned P. Me Ne' / My, with whom I am acquainted, personally appeared before me on February 32017, who, being by me duly sworn, says that (s)he is an authorized Officer (e.g., president, VP, CEO, CFO, Chairman) of My Sens Brincley of five law. Inc., the corporation described in and which executed the foregoing instrument; that (s)he knows the name of the corporation and that the said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal, this day of HILARY SYLVESTER

Notary Public Signature HILARY SYLVESTER

Notary Public Signature HILARY SYLVESTER

Notary Public Signature Sylvester

Notary Public Signature General Representation of the Sylvester of New York

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Notary Public Signature General Representation of the Sylvester of New York

Notary Public Signature General Representation of New York

Notary Public Sign

Certificate Filed in New York County Commission Expires June 11, 2020

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2017

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 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 liqu of such endorsement(s)

certificate holder in lieu of such e	endorsement(s).							
PRODUCER		CONTACT JLT Service Team						
JLT Specialty Insurance Services in 5847 San Felipe St.	ic.	PHONE (A/C, No, Ext): (713) 325-7605	FAX (A/C, No): (713)	789-0415				
Sulte 2800		E-MAIL ADDRESS: wsppbcertrequest@jltus.com						
Houston, TX 77057		INSURER(S) AFFORDING COVERAGE		NAIC#				
		INSURER A : Zurich American Insurance Con	npany	16535				
INSURED		INSURER B : Liberty Insurance Corporation		42404				
WSP USA Corp.		INSURER C :						
One Penn Plaza		INSURER D :						
New York, NY 10119		INSURER E :						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	REVISION NUI	MBER:					

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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ISRI POLICY EFF POLICY EXP								
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000
1	CLAIMS-MADE X OCCUR	Χ	Х	GLO9835819-03	04/01/2016	04/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
ļ	X Contractual Liab.						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
	X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY	•					COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
В	X ANY AUTO	Χ	Х	AS7-621-094060-036	11/01/2016	04/01/2017	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS AUTOS			•			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR					,	EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Х	WA7-62D-094060-016	11/01/2016	04/01/2017	E.L. EACH ACCIDENT	\$	2,000,000
	(Mandatory in NH)	N/A				,	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	2,000,000
1									
						}			
			<u></u>	1					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THIRTY (30) DAYS NOTICE OF CANCELLATION

188742 - Develop a holistic regional tolling strategy for the Triangle region

Subject always to policy terms, conditions and exclusions, Capital Area Metropolitan Planning Organization (CAMPO) and the City of Raleigh are named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Raleigh Post Office Box 590 Raleigh, NC 27602-0590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
(Kaleigh, No 27002-0000	AUTHORIZED REPRESENTATIVE
T	Kn. Q



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2017

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 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).

certificate holder in lieu of such endorsement(s).	Shouldernett. A statement on this certificate does not come i	ights to the					
PRODUCER .	CONTACT JLT Service Team						
JLT Specialty Insurance Services Inc. 5847 San Felipe St.	PHONE (A/C, No, Ext): (713) 325-7605 FAX (A/C, No): (713)	789-0415					
Suite 2800	E-MAIL ADDRESS: wsppbcertrequest@jltus.com						
Houston, TX 77057	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Zurich American Insurance Company	16535					
INSURED	INSURER B : Liberty Insurance Corporation	42404					
WSP USA Corp.	INSURER C:						
One Penn Plaza	INSURER D:						
New York, NY 10119	INSURER E:						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL	WHICH THIS					
INSR LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP LIMITS						

	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	S	
Х	COMMERCIAL GENERAL LIABILITY	11100	****		,		EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR	х	Х	GLO9835819-03	04/01/2016	04/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
Х	Contractual Liab.						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY .	\$	2,000,000
GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
Х	ANY AUTO	Х	Х	AS7-621-094060-036	11/01/2016	04/01/2017	BODILY INJURY (Per person)	\$	
	AUTOS AUTOS							\$	
	HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$] .						\$	
	E140(0)(E00)) (400) 173(·		X PER OTH-		
ANY	PROPRIETOR/PARTNER/EXECUTIVE	NIA	Х	WA7-62D-094060-016	11/01/2016	04/01/2017	E.L. EACH ACCIDENT	\$	2,000,000
(Mandatory in NH)		INTA					E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	2,000,000
	X GEN X AUT X WOST AND AND OFF	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS HIRED AUTOS CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) I Ves. describe under	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS HIRED AUTOS CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If year, and the compensation of the co	TYPE OF INSURANCE INSD WVD X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS HIRED AUTOS CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTOR PARNER/ÆXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, described under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE ADDL SUBR NSD WVD POLICY NUMBER MM/DD/YYYY)	TYPE OF INSURANCE ADDL SUBR INSD WWD POLICY NUMBER (MM/DD/YYYY) X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X GLO9835819-03 O4/01/2016 O4/01/2017 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS OCLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE NAMP PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MAINGERS EXCLUDED? (MAINTON IN H) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE INSD. SUBR. INSD. WWD POLICY NUMBER (MM/DD/YYYY) POLICY EXP. (MM/DD/YYYY) LIMIT X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: Y POLICY EXP. (MM/DD/YYYY) MED EXP (Any one person). PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPINED MIT (Ea accident). OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALLOWNED AUTOS HIRED AUTOS HIRED AUTOS OWORKERS COMPENSATION AUTOS WORKERS COMPENSATION AND EXCLUSION OF OPERATIONS bellow N / A WA7-62D-094060-016 OHOLLY NUMBER (MM/DD/YYYY) MM/DD/YYYY) LIMIT (MM/DD/YYYY) MM/DD/YYYY) EACH OCCURRENCE DAMAGE TO RENTED DAMAGE TO RENTE	TYPE OF INSURANCE INSD WYD POLICY NUMBER POLICY SET POLICY EFF POL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) THIRTY (30) DAYS NOTICE OF CANCELLATION

188742 - Develop a holistic regional tolling strategy for the Triangle Region

Subject always to policy terms, conditions and exclusions, Capital Area Metropolitan Planning Organization (CAMPO) and the City of Raleigh are named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

CERTIFICATE HOLDER	CANCELLATION
CAMPO 421 Fayetteville Street, Suite 203 Raleigh, NC 27601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Raieigii, NO 27001	AUTHORIZED REPRESENTATIVE
ı	Kang

PARSBRI-01

LEMONR1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2017

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 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

C	ertificate holder in lieu of such endor	seme	ent(s)	•							
	DUCER				CONTA NAME:	2F1 261	vice Team				
	Specialty Insurance Services Inc. 7 San Felipe St.				PHONE (A/C, No, Ext): (713) 325-7605 FAX (A/C, No): (713) 789-0415						
Suit	e 2800				E-MAIL ADDRESS: wsppbcertrequest@jltus.com						
Houston, TX 77057											NAIC#
					INSURE	RA: QBE Sp	ecialty Ins	urance Comp	any		11515
INSU	INSURED					INSURER B:					
	MOD HOA G	INSURER C :									
	WSP USA Corp. One Penn Plaza		INSURE			1					
	New York, NY 10119										
	,				INSURER E:						
	VERAGES CEF	TIEL	~ A T	NUMBER:	INSURE	жг.		REVISION NU	MRED.		1
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IN C	DICATED. NOTWITHSTANDING ANY FERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	REQU PER POLI	IREM TAIN, CIES.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC THE POLICI REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT W ED HEREIN IS S	ITH RESPE	ECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
	COMMERCIAL GENERAL LIABILITY	1.,,02	1,,,,,					EACH OCCURREN	1CE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO REN PREMISES (Ea oc		s	
	OF WIND TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE		1					MED EXP (Any one		\$	
								PERSONAL & ADV		\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE		\$	
	PRO-							PRODUCTS - COM		\$	
								FRODUCIA-COI	11701 7100	\$	
	OTHER: AUTOMOBILE LIABILITY		-					COMBINED SINGL	ELIMIT	\$	
		1						(Ea accident) BODILY INJURY (I	Per person)	\$	
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (F		\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMA	- 1	\$	
	HIRED AUTOS AUTOS			-				(Per accident)		s	
		-									
	UMBRELLA LIAB OCCUR	İ		4				EACH OCCURRE	1CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION\$		ļ					DED	OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	ln/a						E,L. EACH ACCID	ENT	\$	
	(Mandatory in NH)	'						E,L, DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO		\$	
Α	Professional Liab.			QPL0022630		11/01/2016	11/01/2017	Per Claim/Ag	gregate		1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	D 101, Additional Remarks Schedi	ıle, may b	e attached if mo	re space is requi	red)			
THIF	TY (30) DAYS NOTICE OF CANCELLA	TION		•			, ,				
1887	42 - Develop a holistic regional tolling	etrati	omy fr	or the Triangle Region							
1001	42 - Develop a nonstie regional toning	30,00	-97 "	of the fridingle region							
·	TIGO ATE HOLDED					DELLATION.					
CE	RTIFICATE HOLDER				CAN	CELLATION					
CAMPO 421 Fayetteville Street, Suite 203					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
!	Raleigh, NC 27601				AUTHO	RIZED REPRESE	NTATIVE				
	•				/.	10					
			Kaz								