

REQUEST FOR QUALIFICATIONS

AVIA RFQ 27-16

FOR

ON-CALL ENVIRONMENTAL CONSULTING SERVICES

DATE: November 25, 2026

(NON-FEDERAL TASK ORDER PROJECTS)

I. INTRODUCTION

A. INVITATION TO PROPOSE

Pursuant to this Request for Qualifications ("RFQ"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina, is seeking statements of qualifications ("SOQ") from qualified and experienced firms (individually or collectively referred to as "Firm", "Company" or "Consultant") interested in providing on-call Environmental Consulting services for the Airport (the "Services"). The Scope of Services is attached hereto as **Exhibit A**.

The Services will be governed by a professional services agreement, a form copy of which is included as **Exhibit F** (the "Agreement"). Firms are advised to carefully read and review the Agreement as they prepare their SOQs in response to this RFQ. CLT reserves the right to revise the terms of the Agreement at any time during the RFQ process and to negotiate different terms with the selected Firm.

Firms are encouraged to also carefully review all sections of this RFQ including all attachments and exhibits as they prepare their SOQs. Failure to comply with the terms, conditions and requirements of this RFQ may result in disqualification of the Firm in the sole discretion of CLT. Firms will only be eligible for Services if their SOQs clearly include the experience necessary to complete the general duties for the specific type of projects set forth in Exhibit A or other substantially similar projects.

B. RFQ EXHIBITS

The following exhibits are attached to this RFQ and made part hereof:

Exhibit A	Scope of Services
Exhibit B	Sample Task Order Document (TOD)
Exhibit C	CBI Program Instructions and CBI Form #3
Exhibit D	City Non-Discrimination Certification
Exhibit E	Intentionally Omitted
Exhibit F	Sample Form Professional Services Agreement

C. RFQ SCHEDULE

DATE	ACTIVITY (All times are ET)
November 25, 2026	Issue RFQ
December 17, 2026	Deadline for Submission of Written Questions at 2:00 pm
January 6, 2027	Statement of Qualifications are due at 2:00 pm

CLT reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described in Section II. B below.

D. Charlotte Business Inclusion "CBI" Program

Pursuant to Charlotte City Council's adoption of the CBI Policy, the CBI program seeks to enhance competition and participation of Small Business Enterprises (SBEs) in City contracting. To accomplish this, the City has examined its procurements and sets or negotiates specific SBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified SBE vendor pool and assist City-certified firms in growing, enhancing, and developing their businesses. A complete list of City of Charlotte certified Small Business Enterprises ("SBEs") is available on the City's InclusionCLT website:

http://charlotte.diversitycompliance.com. Instructions regarding compliance with the CBI Program and copies of CBI Form #3 – Utilization Commitment – are attached as **Exhibit C-2**.

1. Goals

A CBI participation goal ("CBI Goal") will be negotiated for Task Orders assigned under the selected Firm's Agreement. The CBI goal will be made part of the selected Firm's Agreement.

2. Submittals

the City reviews CBI firms that Proposers intend to utilize on assigned Services under this Agreement. Firms are required to complete and attach Form #3 – CBI SBE Utilization Commitment to their SOQ. **Please note, Form #3 is the ONLY CBI form that should be attached to the SOQ.**

The selected Firm will be required to submit CBI Form #4 – Letter of Intent for each SBE the selected Firm commits to use on assigned Service to meet the CBI goal. Letters of Intent are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Agreement, the selected Firm shall be required to submit payment information into the City's InclusionCLT system.

E. TITLE VI SOLICITATION NOTICE (A5.3.1)

CLT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it

will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

F. FEDERAL FAIR LABOR STANDARDS ACT SOLICITATION NOTICE (A15.3)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

II. RFQ SELECTION PROCESS

A. POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFQ will be as follows:

RFQ Manager – David Larson
Email: David.Larson@cltairport.com

Information related to this RFQ, including any addenda, will be posted to CLT's web-based Project Management Information System (PMIS) Bid Portal using the link below. Written request for clarification must be submitted electronically through the Bid Portal Q&A Board.

https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=83090736-4ace-4c11-9321-e8153f756a76

B. INTERPRETATION AND ADDENDA

No interpretation or clarification regarding this RFQ will be made verbally to any Firm. Requests for interpretation or clarification must be submitted electronically via the Bid Portal. When submitting a request for interpretation or clarification, Firms are encouraged to reference the RFQ page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated in the RFQ Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed.

Interpretations, clarifications and supplemental instructions from CLT will be in the form of a written addendum, which will be posted to the Bid Portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Firms are warned that no other source is authorized to give information concerning, explaining or interpreting this RFQ.

C. ATTEMPTS TO INFLUENCE THE SELECTION PROCESS

With the exception of written requests for interpretation or clarification submitted to the RFQ Project Manager as described in Section II.B. above, Firms, including any and all persons acting on their behalf, are strictly prohibited from contacting elected or appointed City officials, officers, or employees, on or regarding any matter relating to this RFQ from the time the RFQ is issued until the start of the open business meeting at which City Council is asked to approve the contract between the City and the selected Firm.

CLT reserves the right to disqualify any Firm who contacts a City or CLT official, employee, representative, contractor, or agent concerning this RFQ other than in accordance with this section.

D. RFQ ACKNOWLEDGMENT

Firms shall thoroughly examine and become familiar with this RFQ, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a Firm to receive or examine any RFQ document shall in no way relieve it from any obligation with respect to its SOQ or the obligations that flow from the submission and selection of an RFQ. No claim based upon a lack of knowledge or understanding of any provision of this RFQ shall be allowed.

E. MATERIAL REQUIREMENTS AND SELECTION CRITERIA

SOQ Responsiveness and Material Requirements. Firms are responsible for submitting complete and responsive SOQs in accordance with the requirements of this RFQ. Certain requirements identified in this RFQ are material and may not be waived if omitted, incomplete, or not provided in the manner required. CLT may, in its sole discretion and to the extent permitted by applicable law, waive minor informalities or irregularities that do not affect the substance of the SOQ or the competitive standing of the Firms. Failure to comply with a material requirement may result in the SOQ being deemed nonresponsive and rejected.

Selection Criteria. Upon review and evaluation of all responsive SOQs, including any interviews that CLT may require, the Evaluation Committee will select the Firm or Firms that, in its sole judgment, are most qualified in meeting the requirements and objectives of this RFQ as set forth below, and hence represent the Best Qualified firm(s).

1. **Demonstrated Experience of Firm (Weight 30%)**
    a. Demonstrated experience of the Prime Firm in providing similar services for airport projects; working with federal, state, and local environmental compliance regulators; identifying key qualifications, certifications, and credentials.
    b. Demonstrated experience of proposed sub-consultants or sub-contractors in providing similar services for airport projects; identifying key qualifications, certifications, and credentials.
    c. References: Include contact information and a description of work for at least three non-CLT references.

2. **Project Team (Weight 30%)**
    The selected Firm must possess a valid Corporate license issued by the North Carolina Board of Examiners for Engineers and Surveyors, as defined by NC General Statute 89C-1, or the North Carolina Board for Licensing for Geologist, as defined by NC General Statute 89-E.

    Identification of the project team that will be performing the Work, to include:

    a. Qualifications, certifications, and other key credentials of each team member available to the Airport under this contract;
    b. Demonstrated experience of each team member with comparable airport projects;
    c. Geographic location of relevant Firm offices and team members;

d. Current workload of each team member.

3. **Proposed Approach (Weight 20%)**
   The Firm's approach to the Work and identification of key considerations specific to the air transportation industry, site environmental conditions, and existing regulatory relations.

   a. Discuss understanding of the proposed Scope of Work to include the complexity, time constraints, unique challenges, and problems anticipated while planning and performing said Work; Provide approaches and philosophy for dealing with sites with multiple stakeholders; sensitivity; working with local governments; and any perceived obstacles particular to the facility.
   b. Propose strategies that will ensure assignments are completed while concurrently adhering to the budget, regulatory requirements, and agreed-upon schedule.

4. **CBI Program (Weight 10%)**
   Provide a description of the Firm's proposed plan to comply with the CBI Program. The firm is required to submit a CBI Form #3 for each proposed SBE subcontractor that will participate in the work.

5. **Disclosures and SOQ Completeness (Weight 10%)**

   a. Disclose any terminations, bankruptcy, claims or lawsuits as described below. If a Firm has no matter to report, the Firm shall expressly state that no such matter exists. Describe the circumstances, outcome, and relevance of any disclosed matter.
      i. Identify contract terminations within previous 10 years at other airports and explain circumstances.
      ii. Identify bankruptcies within previous 10 years and explain circumstances.
      iii. Identify pending claims or lawsuits within the previous 10 years between Firm and other airports and explain circumstances.
   b. Adherence to SOQ format or submission requirements listed in Section III(A), limited to minor formatting and non-material submission irregularities.

F. EVALUATION COMMITTEE AND AWARD OF CONTRACT

An Evaluation Committee will review all SOQs. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Firm to determine in greater detail the Firm's qualifications and to learn about the Firm's proposed method of performance of the Work.

CLT may in its discretion schedule follow-up interviews with one or more Firms. During such interviews, Firms will be required to present their qualifications and to respond in detail to any questions posed by the Evaluation Committee. Firms will be notified in advance of the time and format of such interviews.

The City reserves the sole right to select the best qualified Firm(s) or team(s) deemed to be in the best interests of the City. The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Firm that it determines, in its sole discretion, is best qualified to provide the Work.

CLT will inform the selected Firm(s) in writing that it has been selected, subject to final agreement between CLT and the Firm on all terms and conditions of the Agreement. Firms are encouraged to carefully review the sample Agreement included with this RFQ and to evaluate their ability to comply with all of its terms and conditions prior to submitting a SOQ. CLT expects the selected Firm(s) to execute the Agreement substantially in the form provided with this RFQ, and exceptions to the terms and conditions of the Agreement will be considered only in limited circumstances and are not expected to be accepted.

If CLT and the selected Firm are unable to agree on the final terms, the selected Firm will be excused from further consideration and CLT may, at their option, select another Firm. Upon Firm's execution of the Agreement, the Aviation Director may submit it to City Council for approval.

The City Council may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The City shall have no obligations under this RFQ until City Council has formally approved the award of the Agreement to the selected Firm and the Agreement has been executed by both parties.

G. CONSENT TO INVESTIGATE

The selection of the Firm will be based on a thorough investigation of the proposals submitted in response to this RFQ. As part of the selection process, CLT may request that Firms provide additional information, including without limitation, financial records, certified bank statements or other company records relevant to the Evaluation Committees review of the proposals. By submitting an SOQ, each Firm consents to any investigation CLT deems necessary.

H. DISQUALIFICATION OF PROPOSAL

Without in any way limiting CLT's or City Council's right to reject any or all SOQs, Firms are advised that any of the following may be considered as sufficient cause for the disqualification of a Firm and the rejection of an SOQ: (i) failure to meet the eligibility requirements set forth in the Scope of Work; (ii) submission of more than one SOQ by an individual, firm, partnership or corporation under the same or different names, including the names it does business under; (iii) evidence of collusion among Firms; (iv) improper communication as described in Section II. (B), or (v) evidence of a conflict of interest not readily subject to appropriate mitigation or avoidance. SOQs will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All of the foregoing notwithstanding CLT reserves the right to waive any irregularities in its sole discretion.

III. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

A. SOQ FORMAT

CLT desires all SOQs to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the SOQ. SOQs shall be structured as follows:

1. Cover Page shall state the firm name and reference this RFQ.

2. Cover Letter, at a minimum, should include:

    a. Firm's legal contracting name. (Identify the name as registered with the applicable Secretary or State or other appropriate governmental authority, and its state of formation. If the Firm conducts business under a trade name or assumed name, the SOQ should identify both the legal name and the trade or assumed name.)
    b. Contact information for the firm representative authorized to negotiate scope and fee.
    c. Execution by a firm representative authorized to legally bind the firm. Including the representative's printed name and email address.
    d. Acknowledgement of addenda, if any.

    A description of how the firm meets each of the Selection Criteria identified in Section II.E. above. Please organize this section of the RFQ to clearly and completely address each of the selection criteria described in Section II.E.
3. CBI Program Instructions and CBI Form #3 Exhibit C. CBI Form # 3 should be submitted for this section, stating the SBE company(s) that selected Firm intends to use and a description of the scope of work for each SBE company identified, EXCLUDING % or dollar values.

4. City Non-Discrimination Certification Exhibit D.

CBI Form #3 and City Non-Discrimination Certification must be attached to the SOQ. All forms need to be signed

B. SUBMISSION REQUIREMENTS

Firms must submit ONE (1) electronic version in searchable Adobe Acrobat .pdf format to the Bid Portal no later than the date and time set forth in the RFQ Schedule above, according to CLT's clock.

- Electronically through Bid Portal using the following link:

https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=83090736-4ace-4c11-9321-e8153f756a76

C. WITHDRAWAL OF SOQ; CORRECTION OF ERRORS

Firms may change or withdraw their SOQ from the Bid Portal at any time prior to the Due Date and Time for Statements of Qualifications. Withdrawal of an SOQ by a Firm will not preclude the Firm's re-submission of a revised RFQ on or before the submission deadline.

D. PROPOSAL TERMS FIRM AND IRREVOCABLE

The signed SOQ shall be considered a firm offer on the part of the Firm. All SOQ responses (including all statements, claims, declarations, prices and specifications in the SOQs) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT. The selected Firm should be prepared to have its SOQ and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at CLT's election. Any false or misleading statements found in the SOQ are grounds for disqualification of the Firm and termination of the Agreement.

This RFQ does not constitute an offer by CLT. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Firm execute the Agreement following award of such agreement by the City Council.

IV. RFQ TERMS AND CONDITIONS

A. CLT's RIGHTS AND OPTIONS

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

i. To supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;
ii. To issue additional requests for information;
iii. To require a Firm to supplement, clarify or provide additional information in order for CLT to evaluate its SOQ;
iv. To conduct investigations with respect to the qualifications and experience of each Firm;
v. To waive any defect or irregularity in any SOQ received;
vi. To share the SOQs with City and/or CLT employees other than the Evaluation Committee as deemed necessary;
vii. To award all, none, or any part of the scope of work set forth in this RFQ that is in the best interest of CLT with or without re-solicitation;
viii. To discuss and negotiate with selected Firm(s) any terms and conditions in the SOQs;
ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
x. To reject any or all SOQs submitted; and
xi. To re-advertise for proposals using this RFQ or a different RFQ or solicitation.

B. ACCURACY OF RFQ AND RELATED DOCUMENTS

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFQ, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFQ or any documents other than those provided by CLT through the issuance of addenda. In no event may a Firm rely on any oral statement in relation to this RFQ.

Should a Firm find discrepancies or omissions in this RFQ or any other documents provided by CLT, the Firm should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification necessary. Each Firm requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in Section II.B of this RFQ.

C. FIRM'S COST OF PROPOSAL PREPARATION

Firms are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if requested, returned to the Firm at Firm's cost.

D. RIGHT TO TERMINATE NEGOTIATIONS / DISCUSSIONS

The Firm's participation in this process may result in CLT selecting the Firm to engage in further discussions including the negotiation of the Agreement. The commencement of such discussions and negotiations, however, does not signify a commitment by CLT to execute the Agreement or to continue discussions and negotiations. CLT may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the City Council, and either abandon the selection process or select another Firm with whom to enter into negotiations.

E. OWNERSHIP AND PUBLIC RECORDS LAW

All SOQs and supplementary material provided as part of this RFQ will become the property of CLT. Firms are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Firms may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination regarding the disclosure of any information submitted in connection with this RFQ in response to a public record request under North Carolina law.

By submitting an SOQ, Firm agrees that the CLT may reveal any information contained in the SOQ to staff, consultants or third parties assisting with this RFQ and the negotiation of the resulting Agreement. Where information is marked "Trade Secret" or "Confidential," Firm agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Firm's designation of said material as a "Trade Secret" or "Confidential."

EXHIBIT A – SCOPE OF SERVICES

Assignments under the issued task order(s) are expected to cover the range of responsibilities typically performed by qualified environmental consultants and engineering companies, and may be classified as any of the following:

- **Subsurface Environmental Assessments** —Evaluate subsurface environmental conditions (with sampling and testing) at random locales such as former Leaking Underground Storage Tank (LUST) sites, known liquid or chemical spill sites, formerly used industrial properties, or City-acquired properties;
- **Site Remediation** — Prepare and implement remediation efforts at Airport-owned properties wherein soil and/or groundwater contamination is identified. This could include initial response and abatement actions, developing and executing Corrective Action Plans (CAP), or any efforts taken after a spill in pursuit of a no further action required determination from the regulatory authorities;
- **Due Diligence Type Assessments** — These assessments include American Society for Testing Materials (ASTM) (or other applicable standard) Phase I/II Environmental Site Assessments, Environmental Baseline Surveys, or Transaction Screen assessments;
- **Indoor Air Quality Assessments** — These assessments include mold or asbestos identification and testing assessments and the management of follow-up abatement services that may be provided by a third party contractor;
- **Permit Interpretation, Application and Implementation** —Evaluate, interpret, or assist the Airport to implement provisions of any existing or new Airport Environmental Permit issued by a local, state, or federal regulatory agency;
- **Hazardous Building Material Assessments** — Building evaluations, which are often required to complement Airport renovation or building projects by evaluating airport properties and building structures for the presence of hazardous or waste materials, and hazardous building materials;
- **Airport 404/401 Clean Water Act Assessments** —Provide assistance to locate, determine, identify and further quantify *Jurisdictional waters of the State* on Airport property. Provide permitting support with respect to the provisions of the 1972 Federal Clean Water Act and its amendments.
- **Stormwater Management and Sedimentation Control** - Assist CLT with overall National Pollutant Discharge Elimination System (NPDES) permit compliance or the development of project-specific erosion control plans in accordance with the State's NCG010000 general construction permit. Conduct site inspections during project phases or perform recurring Airport outfall inspections in storm events.

REQUIRED CERTIFICATIONS, EXPERTISE, AND CAPABILITIES

The consultant chosen for this contract must possess a valid Corporate license issued by the *North Carolina Board of Examiners for Engineers and Surveyors*, as defined by NC General Statute 89C-1, or the *North Carolina Board for Licensing for Geologist, as defined by NC General Statute 89-E* and must provide a sufficient pool of qualified management, field, support, and other professional staff members to accomplish the objectives of the individual task orders. Additional considerations by the Selection Committee members may include the candidate's capability to respond to CLT needs within a reasonable time, the stated or perceived experience with working in a large and complex secured environment, and the ability to provide professional staffing to complete work orders. Further requirements and expectations are provided under section II.(E.) of this document, "Selection Criteria and Minimum Requirements".

ENVIRONMENTAL CONSULTINGENVIRONMENTAL CONSULTING

Every aspect of the Company's Price Proposal must be complete and appear on this Task Order Request and Price Proposal form. The form, together with any attachments or supplemental pages, must be emailed to xxxxxx@cltairport.com on or before the Proposal Deadline listed above.

Company submits this Price Proposal to perform the Services requested in this Task Order Document. Upon acceptance of Company's Price Proposal, the Task Order Document shall be incorporated into the Company's Professional Services Agreement with the City, and the terms and conditions thereof shall apply and govern the performance of Services hereunder.

COMPANY NAME

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

By: _____
Finance Officer

EXHIBIT C

CBI PROGRAM INSTRUCTIONS AND CBI FORM #3

The City of Charlotte has a long history of creating and implementing strategies to support and encourage local business growth. In 2013, Charlotte City Council adopted the Charlotte Business INClusion Policy to promote local business opportunities in the City's contracting and procurement process for Small Business Enterprises (SBEs) headquartered in the State of North Carolina or York County, SC (or the Charlotte Combined Statistical Area* (SBE).

A complete list of City of Charlotte certified Small Business Enterprises (SBEs) - is available on the City's website at www.charlottebusinessinclusion.com

For this project, the SBE goal will be

negotiated for each Task Order Document

* The Charlotte CSA consists of the following 13 counties:
In NC: Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union
In SC: Chester, Lancaster, and York

1. APPLICATION:
The City's Charlotte Business INClusion (CBI) Policy is incorporated into and made a part of this solicitation and the resulting contract (the "Contract"). Copies of the CBI Policy may be obtained by:
Internet: www.charlottebusinessinclusion.com

Mail: Charlotte Business INClusion Office
600 East Trade Street, Suite 300
Charlotte, North Carolina 28202

Capitalized terms used in this document shall have the meanings set forth in Part A, Appendix 1 of the CBI Policy. Each reference to "you" or "your" in these provisions refers to any entity that submits a proposal, proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

For this solicitation, the CBI Policy requires that you either (a) meet the SBE Utilization Goal, as listed in Section 2 below; or (b) comply with the Good Faith Efforts and Good Faith Negotiation requirements referenced in Section 3 below. ***Failure to comply with the CBI Policy in the proposal phase constitutes grounds for rejection of your proposal. Failure to comply after contract award may result in assessment of damages and/or termination of your contract.***

2. THE SBE UTILIZATION GOAL:

You must submit your proposed SBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing subcontractors and suppliers that will be providing goods or services. CBI Form 3 MUST be submitted with your proposal. Failure to submit CBI Form 3 with your proposal shall constitute grounds for rejecting the proposal.

Proposers must state the projected dollar amount for each SBE firm listed on their CBI Form 3 and indicate the total dollar value of -SBE participation for the contract. In the event the Proposer has no -SBE participation, the Proposer is still required to indicate this on CBI Form 3 by entering the word or number zero. Blank forms will be deemed to represent zero participation. The City will only give Proposers credit toward the SBE Goal for SBE participation that:

a. Is listed on CBI Form 3 submitted with the Proposal; and
b. Is listed on CBI Form 3A (when applicable); and
c. Is documented by CBI Form 4 (CBI Letter of Intent) which is submitted to the City within three (3) Business Days after the City requests it; and
d. Meets all of the requirements of Part C Section 3 of the CBI Policy.

NOTE: SBEs listed on CBI Form 3 must be actively certified with the City of Charlotte as of proposal date and must be performing a Commercially Useful Function as defined in Part A of the CBI Policy.

Proposals submitted which do not have the above required SBE information indicated on CBI Form 3 constitutes grounds for the Proposal to be considered non-responsive and rejected.

The SBE goal will represent the total dollars to be spent with SBEs as a portion of the total proposal amount, which includes contingency. The SBE percentage will be rounded to two decimal places. As an example, if the SBE percentage is 3.571, it should be listed as 3.57% or if it is 3.578, it should be listed as 3.58%. The percentage will not be rounded to the next "whole" number, i.e., 4%. A Proposer may round up if the third number after the decimal is a five (5) or greater.

In the event Alternates are selected by the City, the SBE Goal for this Contract will apply to the total contract amount, including contingency and the selected Alternates ("Total Contract Amount"). If the selected Proposer would meet the SBE Goal on the base proposal amount, but would not meet the SBE Goal for the Alternates selected by the City, the Proposer will have three (3) days after the City notifies it of its selected Proposer status to secure enough additional participation to meet the SBE Goal calculated on the Total Contract Amount. The selected Proposer will be required to utilize CBI Form 3A to meet this requirement. This in no way exempts the Proposer from the CBI requirements due at proposal time. If the Proposer fails to meet the SBE Goal, calculated on the Total Contract Amount, then the Proposer must meet the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part C, Sections 4 and 5 of the CBI Policy. If the Proposer fails to meet the SBE Goal on the Total Contract Amount, and fails to earn the required Good Faith Efforts points, the Proposal will be rejected.

The City will request CBI Form 4 Letters of Intent if you are a finalist for contract award. You must submit a separate CBI Form 4 for each SBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if applicable) within three (3) Business Days after the City requests it.

3. GOOD FAITH EFFORTS and GOOD FAITH NEGOTIATION:

If you do not meet the SBE Utilization Goal, then you must meet the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part C Sections 4 and 5 of the CBI Policy. These are summarized below. Detailed information of the City's Good Faith Efforts and Good Faith Negotiation requirements can be found in the CBI Policy, Part C, Sections 4 and 5. Failure to meet the Good Faith Efforts and Good Faith Negotiation requirements will constitute grounds for rejection of your proposal.

Documenting Good Faith Efforts. To demonstrate Good Faith Efforts (GFE) compliance, Proposers must complete and submit CBI Form 5: Good Faith Effort (GFE) and Statement of GFE Compliance. A minimum of fifty (50) GFE Points must be earned for each project when a MWSBE goal is not met. CBI Form 5 lists GFEs and the number of points attainable for each type of Good Faith Effort. The City will request your Good Faith Efforts (GFE) / Statement of GFE Compliance if you are an apparent selected Proposer for contract award, and you must submit CBI Form 5 and all supporting documentation within three (3) Business Days after the City requests it.

In deciding whether to award GFEs, the City will assess whether the efforts employed by the Proposer are those that a prime contractor would reasonably be expected to take if **actively and aggressively trying** to meet the SBE Goal established for the Contract. This assessment will be made on a case-by-case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient.

In awarding GFEs, the City may also take into account: (1) the Proposer's past performance in meeting SBE goals; and (2) the performance of other Proposers in meeting the established SBE Goal on the Contract up for award. For example, when the apparent selected Proposer fails to meet the SBE Goal, but other Proposers meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, the apparent selected Proposer could have met the goal.

It is important that you carefully review Part C, Sections 4 and 5 of the CBI Policy in order to understand and comply with all requirements. **All actions necessary to earn the required GFE Points must be undertaken prior to Proposal Submission.** Failure to comply with the requirements set forth in this section shall constitute grounds for rejecting a proposal.

3.4 Self-Performance.

A Proposer that intends to perform 100% of the work on a Contract with its own workforce may submit an affidavit (CBI Form 1) stating that the Proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this contract with its own current workforces. Self-Performance does not exempt Proposers from meeting the requirements of the CBI Program for

Service Contracts. The City may require Proposers that desire to self-perform to nevertheless submit SBE Outreach Documentation. See Part C Section 2.3 of the CBI Policy for more information in how to comply with Self-Performance.

4. MANDATORY SUBCONTRACTING REQUIREMENTS:

Per Part B Section 2.4 of the CBI Policy, City Council has the authority to establish mandatory subcontracting requirements for certain contracts. The box checked below indicates whether such requirements have been established for this Contract:

☐ City Council has established a mandatory subcontracting requirement of xx.xx percent (%) for this Contract.

☐ City Council has not established a mandatory subcontracting requirement for this Contract.

5. CBI POLICY PROVISIONS APPLICABLE AFTER CONTRACT AWARD:

If you are awarded a Contract with the City, note in particular the following Part D Sections of the CBI Policy regarding Post Contract Award Requirements and activity:

I. Compliance with committed SBE subcontracting goal throughout Contract completion (Part D, Section 2)
II. Performance of a commercially useful function and affiliate status (Part D, Section 3)
III. Terminating or Replacing an SBE on the contract (Part D, Section 5)
IV. New Subcontractor Opportunities (Part D, Section 6)
V. Renewals (Part D, Section 7)
VI. Payments to SBEs (Part D, Section 8)
VII. Utilization Reports and Documentation of Payments (Part D, Section 9)
VIII. Remedies and Liquidated Damages (Part D, Section 14)

6. CBI CONTRACT PROVISIONS:

The following provisions are incorporated into any contract that may result from this solicitation.

Charlotte Business INClusion. The City has adopted a Charlotte Business INClusion Policy ("CBI Policy"), which is posted on the City's website and available in hard copy form upon request to the City.

The parties agree that:

I. The terms of the CBI Policy, as revised from time-to-time, together with all rules and guidelines established, are incorporated into this Agreement by reference; and
II. A violation of the CBI Policy shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Policy, including but not limited to liquidated damages; and
III. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and
IV. The remedies set forth in Part D Section 14 of the CBI Policy shall be deemed

cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

V. The City will incur costs if the Contractor violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Policy.

VI. The Contractor agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Policy.

VII. Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

Remedies for Violation of CBI Policy. A violation of the CBI Policy by a Contractor shall constitute a material breach of the Contract, and shall entitle the City or private owner to:

I. Exercise all rights and remedies that it may have at law or at equity for violation of the CBI Policy;

II. Terminate the Contract for default;

III. Suspend the Contract for default;

IV. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;

V. Assess liquidated damages as provided in Part D Section 14.2; and/or

VI. Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Policy from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract.

The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur damages if the Contractor violates the CBI Policy in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Policy. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

I. **Failure to Meet Committed SBE Goal**. If the City determines upon completion or termination of a Contract that the Contractor did not meet a Committed MWSBE Goal and that such failure is not otherwise excused under Part D of the CBI Policy, the City may assess the lesser of: (a) $200,000 or (b) the dollar difference between the Committed SBE Goal that was missed and the Contractor's actual SBE utilization toward that Goal. Such amount may be assessed when it becomes apparent that it will not be possible for the Contractor to achieve the Committed SBE Goal.

II. **Use of a SBE as a Conduit**. If the Contractor lists an SBE to receive credit toward a Committed SBE Goal with knowledge that the SBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) $100,000 per incident; or (b) the dollar amount the Contractor indicated that it would pay such SBE in the SBE's contract (or if no contract has been signed, the SBE's Letter of Intent).

III. **Wrongful Termination or Replacement of SBE.** If the Contractor terminates or replaces an SBE in violation of the CBI Policy, the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the terminated SBE at the time it was terminated (or if the SBE was not terminated because it was never retained, then the dollar amount that the Contractor indicated it would pay the SBE in the SBE's Letter of Intent).

IV. **Failure to Comply with CBI Policy Following Termination or Withdrawal of an SBE**. If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in replacing an SBE that is terminated or withdraws from work on a project, the City may assess the lesser of: (a) $50,000 per incident or (b) the dollar amount of the work remaining to be performed by the SBE that withdrew or was terminated at the time of the termination or withdrawal.

V. **Failure to Comply with CBI Policy to Add New Subcontractors**. If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in adding new subcontractors to a Contract, or when the scope of work of a Contract changes so as to create a new SBE subcontracting opportunity, the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the new or additional work.

VI. **False Statements and Misrepresentations**. If the Contractor makes a false statement or material misrepresentation or material misleading omission regarding any matter relevant to the CBI Policy (including but not limited to information relating to good faith efforts, SBE utilization, SBE certification or payments to SBEs), the City may assess the lesser of: (a) $50,000 per incident; or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth.

VII. **Failure to Respond to Request for Information.** If the Contractor fails to provide any report, documentation, affidavit, certification or written submission required under the CBI Policy within the time period set forth therein, the City may assess $40 per day for each day that such report, documentation or written submission is overdue.

VIII. **Seeking Credit for Use of An Affiliate to Meet the Committed SBE Goal.** If the City finds a violation of Part D, Section 3 of the CBI Policy due to a Contractor seeking credit for utilizing an SBE that the City determines to be an Affiliate, the City may assess the lesser of: (a) $75,000 per incident or (b) the dollar amount the Contractor counted towards its Committed SBE Goal for that MWSBE.

7. CBI FORMS:

Proposers shall submit the following CBI forms within the timeframes indicated below:

CBI Form	Submission Requirements
CBI Form 1: Intent to Perform Contract with <u>Own</u> Workforce Affidavit A Proposer that intends to perform 100% of the work on a Contract with its own workforce must submit an Affidavit (CBI Form 1) stating that the Proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this contract with its own current workforces. If the Proposer is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Proposer will not be performing all work under the Contract with its own workforce, then the City may reject the Proposer's Proposal for non-compliance with the CBI Policy.	If not meeting the SBE Goal, and intending to perform 100% of the work, the Proposer must submit this completed CBI Form 1 with its proposal*. *** In addition to submitting a completed CBI Form 1, the Proposer must also provide with its proposal sufficient supporting documentation for the City to determine that the Proposer does not customarily subcontract work on this type project.**
CBI Form 2: Solicitation Form. Identifies all SBEs the Proposer contacted and any SBEs that contacted the Proposer. Documentation content includes: Scope of work, SBE contact, date and method of contact, response status, as well as other information. Note: For each scope of work proposal by a SBE and NOT awarded to a SBE, Proposer must complete CBI Form 2A documenting the reason(s) for rejecting the SBE's proposal.	If not meeting the SBE Goal, submitted as part of a Proposer's Good Faith Efforts documentation, within three (3) Business Days after requested by the City. ALL supporting documentation, reflecting the solicitation methods and content, must be submitted at the same time as CBI Form 2.
CBI Form 2A: Good Faith Negotiation Form. Proposers must submit a completed CBI Form 2A for each SBE who proposal the project and was ultimately not selected by the Proposer to participate on the contract.	Must be submitted within three (3) Business Days after requested by the City.

CBI Form 3: Subcontractor / Supplier Utilization Commitment. Identifies all SBE and non-SBE subcontractors and suppliers to be utilized on the contract and the dollar amounts committed to SBEs (in all tiers) and non-SBEs. Proposers must identify all subcontractors and suppliers known at the time the Proposal is submitted.	**DUE AT PROPOSAL SUBMISSION**
CBI Form 3A: Subcontractor / Supplier Utilization Commitment – ALTERNATES. Identifies additional SBE commitments made after Proposal Opening, when there are accepted alternates. This form will only be accepted when the City selects alternates.	Must be submitted within three (3) Business Days after requested by the City.
CBI Form 4: Letter of Intent. Proposers must submit a separate Letter of Intent executed by each SBE listed on CBI Form 3 and CBI Form 3A (if applicable) that the Proposer commits to utilize on the Contract.	Must be submitted within three (3) Business Days after requested by the City.
CBI Form 5: Good Faith Efforts (GFE) and Statement of GFE Compliance. Identifies the minimum GFE points required for this contract, the GFE Categories, and respective GFE Points value for each GFE Category. Proposer must check each GFE Category for which it has performed the respective effort, as described in Part B Section 5.3 of the CBI Policy.	If not meeting the SBE Goal, this CBI Form 5 must be submitted as part of the Proposer's Good Faith Efforts documentation, within three (3) Business Days after requested by the City.
CBI Form 6: Payment Affidavit – Subcontractor / Supplier Utilization. Contractor shall provide with each pay request to the City a payment affidavit showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection	Upon award of contract, CBI Form 6 must be submitted to the City with each pay request for the duration of the Project. For Final Payment period, check the box indicating "Final Payment."

with the contract.	

All CBI Forms and a full list of SBE vendors are available on-line at:
www.charlottebusinessinclusion.com

Please find below a list** of activities (Vendor List) that the City has identified as potential SBE subcontracting opportunities. Proposers may identify additional or different opportunities. (Department Specific)

** **NOTE:** This is a potential listing, not all inclusive. Proposers may identify additional or different opportunities.

CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 1 of 2)

This form **MUST** be submitted at the time of Proposal Submission Date. *Copy this CBI Form 3 as needed.*

*This form (**CBI Form 3**), captures information regarding the SBEs and other subcontractors and suppliers that the Proposer intends to use on the Contract **FOR ALL TIERS.***

Proposer Name:			
Contract Name:			
Contract N°:	N/A	**Established SBE Goal:**	**To Be Negotiated**

List below all **SBEs** that you intend to use on this contract.

SBE Vendor Name (Specify Certification type for each firm)	**Description of work**	**NIGP Code**	**Vendor #**	**Total Projected Utilization ($)**
				N/A
				N/A
				N/A
				N/A
				N/A

List below all **non-SBEs (subcontractors and suppliers)** that you intend to use on this contract

Firm Name	**Description of work**	**NIGP**	**Vendor #**	**Projected Utilization (if known) ($)**
				N/A
				N/A
				N/A
				N/A

Total SBE Utilization **$ N/A**

Total Bid Amount (including Contingency) **$ N/A**

Percent SBE Utilization* (Total SBE Utilization *divided by* Total Bid Amount) **% N/A**

** The SBE Utilization percentage stated here MUST be rounded to (2) decimal places.*

Charlotte Business INClusion
CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 2 of 2)

Letters of Intent submitted upon notice from the City
Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Proposers must submit a separate Letter of Intent (**CBI Form 4**) for each SBE it commits to use to meet the Contract goal. Each Letter of Intent must be executed by both the SBE and the Proposer. The City shall not count proposed SBE utilization for which it has not received a Letter of Intent by this deadline.

Adding subcontractors or suppliers after submitting this form
Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of SBE participation committed throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a SBE, you must comply with Part D, Section 5.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.
Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-SBE and SBEs) that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Per Part C, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the SBE Goal. In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged by the SBE toward the SBE Goal. The Bidder is still obligated to pay the MWSBE the full amount listed on the Contract with the MWSBE regardless of what percentage is actually counted towards the MWSBE Goal.

Signature
Your signature below indicates that the undersigned firm certifies and agrees that:
(a) It has complied with all provisions of the CBI Policy; and,
(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your proposal.

Signature of Authorized Official	Printed Name	Title	Submittal Date

EXHIBIT D

COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project Name: On-Call Environmental Consulting Services

The undersigned Firm hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed SOQ, the Firm has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the SOQ submitted with this certification, and terminate any contract awarded based on such SOQ. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Firm to any remedies allowed there under, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
4. As a condition of contracting with the City, the Firm agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the SOQ and to any contract awarded on such SOQ. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Firm to any remedies that are allowed there under.
5. As part of its SOQ, the Firm shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Firm in a legal or administrative proceeding alleging that the Firm discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a SOQ to the City, the Firm agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted there under.

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

SAMPLE FORM COPY OF PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

ON-CALL ENVIRONMENTAL CONSULTING SERVICES

OWNER:
City of Charlotte
c/o Aviation Department

COMPANY:
[Insert Name]

(Non-AIP Funded Projects)

Rev. 1.06.2023

Table of Contents

ARTICLE 1 - SCOPE OF SERVICES Error! Bookmark not defined.

ARTICLE 2 – TIME AND PERIOD OF SERVICES Error! Bookmark not defined.

ARTICLE 3 – COMPENSATION AND METHOD OF PAYMENT Error! Bookmark not defined.

ARTICLE 4 - PERSONNEL Error! Bookmark not defined.

ARTICLE 5 - NOTIFICATION Error! Bookmark not defined.

ARTICLE 6 - INSURANCE Error! Bookmark not defined.

ARTICLE 7 - INDEMNIFICATION Error! Bookmark not defined.

ARTICLE 8 - COVENANTS AND REPRESENTATIONS Error! Bookmark not defined.

ARTICLE 9 - OWNERSHIP AND USE OF WORK PRODUCT Error! Bookmark not defined.

ARTICLE 10 - TERMINATION AND SUSPENSION Error! Bookmark not defined.

ARTICLE 11 - PUBLICITY AND STATEMENTS TO THE PRESS Error! Bookmark not defined.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS Error! Bookmark not defined.

ARTICLE 13 - NON-DISCRIMINATION PROVISION FOR ALL CITY CONTRACTS Error! Bookmark not defined.

ARTICLE 14 - COMPLIANCE WITH SECURITY MEASURES. Error! Bookmark not defined.

ARTICLE 16 – DIVERSITY AND BUSINESS INCLUSION PROGRAMS Error! Bookmark not defined.

ARTICLE 17 - DISPUTE RESOLUTION Error! Bookmark not defined.

ARTICLE 18 – CITY'S PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) Error! Bookmark not defined.

ARTICLE 19 - MISCELLANEOUS CONDITIONS Error! Bookmark not defined.

EXHIBIT A **SCOPE OF SERVICES**
EXHIBIT B **SCHEDULE**
EXHIBIT C **COMPENSATION**
EXHIBIT D **SAMPLE TASK ORDER DOCUMENT (TOD)**
EXHIBIT E **TRAVEL AND EXPENSE REIMBURSEMENT PROTOCOL**
EXHIBIT F **INVOICING REQUIREMENTS**
EXHIBIT G **CONFIDENTIALITY REQUIREMENTS**
EXHIBIT H **FEDERAL REQUIREMENTS (Non-Federal AIP) (*FAA 3-17-26v*)**
EXHIBIT I **CBI FORM 4 – LETTER OF INTENT**

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and entered into this _____ day of _____, 2027 ("Effective Date") by and between the **CITY OF CHARLOTTE** ("City") and **[INSERT NAME]** ("Company"),

WITNESSETH:

THAT WHEREAS, the City is the owner and operator of the Charlotte Douglas International Airport ("Airport", "CLT", or "Sponsor");

WHEREAS, the City issued a Request for Qualifications dated November 25, 2026 ("RFQ") seeking proposals from qualified firms interested in providing **On-Call Environmental Consulting Services** ("Services") for various projects at the Airport;

WHEREAS, the Company submitted a proposal in response to the RFQ ("Proposal") setting forth its qualifications and experience to perform the Services; and

WHEREAS, City desires to accept Company's Proposal to provide the Services in accordance with the terms and conditions set forth below.

NOW THEREFORE, City and Company, for good and valuable consideration, agree as follows:

AGREEMENT:

ARTICLE 1 - SCOPE OF SERVICES

Company understands and agrees that, in order to expedite design, delivery and completion of various non-federal funded Airport projects, the City is entering into this On-Call Environmental Consulting Services Agreement with the Company to obtain Services at the City's discretion for the Scope of Services as provided in **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. Company shall be available to commence Services as needs arise, assign qualified personnel necessary to perform and complete the Services, and successfully complete assigned projects within the time specified for the services.

ARTICLE 2 – TIME AND PERIOD OF SERVICES

2.1 **Term of Agreement**. This Agreement shall commence upon the Effective Date and remain in full force for the period of five (5) years as described in **Exhibit B** unless amended in accordance with Section 2.2 for the completion of a project.

2.2 **Assignment of Task Orders Documents and Schedule**. Services shall be assigned to Company through a Task Order Document (a "TOD"), the terms of which shall define a statement of work for a specific project and establish the deliverables, negotiated costs, and the schedule duration and/or deadline, if applicable, for completion of the Services for each Project. Company shall promptly and continuously perform and complete all obligations and services associated

with a project so as not to delay the construction of the work for the project in accordance with specific requirements as to location, conditions, procedures and associated services as set out in the TOD. This Agreement shall remain in force for such period of time as City determines to be reasonably required for the completion of services assigned by a Task Order for the completion of a project, including any extra work and required extensions, unless this Agreement is discontinued as provided for elsewhere in this Agreement.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation. As compensation for services performed under this Agreement, Company will be paid based on the scope of services for each project either on the basis of a fixed lump sum not to exceed amount, or on the basis of hourly rates as set forth in **Exhibit C**, attached hereto and incorporated herein by reference. The method of compensation for Services provided, including reimbursable costs as detailed in Section 3.2 below, will be detailed in a TOD for each project once the specific scope of services required for the project is known and agreed upon between the City and the Company. A sample copy of a Task Order Document is attached hereto as **Exhibit D**. An accepted TOD shall be incorporated into by reference, governed by the terms and conditions of, and considered a part of this Agreement.

It is the practice of the City to generally limit the issuance of specific on-call service Task Orders as follows:

Service Type	Anticipated Value of Task Order Services
Environmental Consulting	$1.5 Million

Company may request increases in labor rates once per contract year for consideration by the City. Such increases are expected to not exceed 5%. Company may add new rate classifications and associated rates, if the need arises. All rate increases require written approval by the City and are not guaranteed. Both parties understand and agree that compensation will be renegotiated and documented in a written amendment executed by both parties if the scope of this Agreement were to change.

3.2 Reimbursable Costs. To be reimbursable, costs (also referred to as "expenses") must be actual, allowable, reasonable and allocable to the Services provided under this Agreement and must comply with (i) the Travel and Reimbursement Protocol attached hereto as **Exhibit E** and (ii) the requirements of 2 CFR Part 200 Subpart E, FAA Order 5100.38D and OMB Circular A-87. There shall be no mark–up on expenses pursuant to FAA Advisory Circular 150/5100- 14E.

3.3 Payments. Payments to Company shall be made for fees and reimbursable costs, if applicable, upon submission of an invoice consistent with an issued Task Order that complies with the format and procedural requirements set forth in **Exhibit F** attached hereto, and shall be subject to City's approval. Invoices that do not comply with the format and procedural requirements set forth in **Exhibit F** may be rejected and/or result in payment delays. Payment will be made to Company on a monthly basis, and, where applicable, shall be in proportion to the Services performed within each phase, on the basis set forth in **Exhibit C**.

3.35 Sales/Use Tax.

The City is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the City for certain North Carolina sales or use taxes the City pays.

Each invoice submitted by the Company shall include the Purchase Order number and Contract Number and shall have the North Carolina sales tax amount shown clearly as a separate line(s) – and not combined with the underlying cost of the good or service, along with the invoice total, on the face of the invoice.

3.4 Accounting and Auditing. The Company shall maintain complete and accurate records, using Generally Accepted Accounting Principles (GAAP), of all costs related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, by the City's agent or authorized representative. The Company shall fulfill all requests to transmit such records and documents electronically. Records subject to examination include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one (1) week following the date of a request for an audit.

a. For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Company pursuant to this Agreement.

b. If, as a result of an audit hereunder, the Company is determined to have charged the City for amounts that are not allocable or verifiable, the Company shall promptly reimburse the City for said amount.

ARTICLE 4 - PERSONNEL

4.1 Personnel. City has the right to require any additional personnel it deems necessary for the Services. The City also has the right to require removal and replacement of any personnel it deems unsatisfactory.

The Company's employees, agents and sub-consultants who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, name tags, or identification cards. Company and Company's employees, agents and sub-consultants will abide by all the safety and security rules and regulations at the Airport.

The Company shall ensure that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Company.

4.2 Sub-contracting. The Company shall not subcontract the Services without prior written approval of the City.

4.3 Change in Control. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "control" shall mean the possession, direct or indirect, of either:

a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or

b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

ARTICLE 5 - NOTIFICATION

The City and the Company shall cooperate with one another to fulfill their respective obligations under this Agreement. Any notice, demand, consent or other formal communication required or contemplated by this Agreement shall be in writing and shall be to City and to Company at the respective addresses set forth below:

For the City:
Aviation Department
City of Charlotte
5601 Wilkinson Blvd.
Charlotte, NC 28208
Attn: Ashton Watson
Phone: 704-412-0163
Email: Ashton.Watson@cltairport.com

For the Company:
Insert address, etc.
Attn: _____
Phone:
Email:

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - INSURANCE

Throughout the term of this Agreement, the Company and all of its Subcontractors, shall procure and maintain in effect at all times during the performance of the Work under the Contract and until all of their obligations have been satisfied, the insurance coverage and limit requirements described in this section. Insurance coverage used to meet this requirement shall not include any exclusion or other terms that would limit coverage on any part of the work site, including but not limited to the Air Operations Area, or ingress/egress thereto. Such insurance shall be from a company or companies lawfully authorized to do business in the jurisdiction in which the Project

is located. Company shall also provide any other insurance specifically requested in writing by the City. In the event that the Company fails to maintain required insurance, the City shall be entitled to terminate or suspend the Agreement immediately for default.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Agreement:

a. **Automobile Liability.** Vehicle liability insurance covering the operations of Company's owned, non-owned and hired automobiles and other ground vehicles at the Airport, for limits satisfactory to Owner but not less than One Million Dollars ($1,000,000) bodily injury and property damage each occurrence, unless the Project is on the Air Operations Area, in which case the minimum coverage if Ten Million Dollars ($10,000,000). The policy shall be occurrence-based and name the Owner as an additional insured.

b. **Commercial General Liability.** Commercial general liability insurance, in an amount acceptable to Owner but no less than One Million Dollars ($1,000,000) per occurrence, unless the Project is on the Air Operations Area, in which case the minimum coverage is Five Million Dollars ($5,000,000). This insurance shall include coverage for products/completed operations, bodily injury, personal injury, property damage and the contractual liability assumed under the indemnity provision of the Contract. The policy shall be occurrence-based and name the Owner as an additional insured.

c. **Professional Liability.** Insurance with a limit of not less than $1,000,000 each claim and $1,000,000 aggregate. The policy may be claims-based, provided Company continuously maintains the policy from the date of the first NTP until six (6) calendar years after the date of substantial completion of the Services rendered under this Agreement.

d. **Workers' Compensation**. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

The City shall be listed as an additional insured under the commercial general liability insurance for operations or services rendered under this Agreement.

The Company shall not commence any work in connection with the resulting contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Agreement. The Company shall be responsible for notifying the City of cancellation of any of the insurance coverages required above. The Company must give notice in writing to the City within 48 hours of the cancellation.

The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Agreement. The Company and each of its subcontractors shall and do waive all rights of subrogation against the City.

ARTICLE 7 - INDEMNIFICATION

The Company shall indemnify and hold harmless the City and the City's officers, agents and employees from and against any and all damages, liabilities and expenses proximately caused by the Company's breach of contract, or negligent, reckless or intentional acts or omissions constituting a tort under applicable statues common law or violations of applicable statues or regulations, unless the damages, liabilities and expenses are proximately caused by or resulting from, in whole or in part, the negligence of the City, or the City's officers, agents and employees.

Company may be obligated to pay attorneys' fees, litigation or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedures required of the City by law or by contract provided that the fault of the Company is a proximate cause of such defense costs, litigation expense or court costs. Company shall purchase insurance, as described in Section 6 of the Contract, which shall include coverage for the contractual liability described herein. This provision shall survive the expiration or early termination of the Contract.

ARTICLE 8 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that it shall exercise a customary degree of care and diligence in performing all services under this Agreement. The Company shall render services under this Agreement in accordance with the customary professional standards prevailing for major international airports in the United States.

The Company further covenants and represents that:

a. To the best of Company's knowledge, information, and belief, the services performed by it under this Agreement do not violate any contracts with third parties or any third-party rights in any patent, trademark, copyright, trade secret or similar right;
b. The services performed hereunder shall be performed in a professional manner and by qualified staff and shall satisfy the requirements set forth in this Agreement; and

c. It has sufficient expertise and resources to perform under this Agreement.

The Company further represents and covenants that:

a. It is a corporation duly incorporated, validly existing, and in good standing under the laws of [INSERT APPROPRIATE STATE OF INCORPORATION; IF A FOREIGN COMPANY ADD THE FOLLOWING CLAUSE – "with authorization to transact business in the State of North Carolina."];

b. It has all the requisite corporate power and/or authority to execute, deliver and perform its obligations under this Agreement;

c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;

d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and

e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

f. It and each of its subcontractors have complied and shall comply with all federal, state and local laws and regulations relating to the performance of this Agreement and/or to the products and services delivered hereunder, and shall obtain all applicable verifications, permits and licenses.

Any defective designs or specifications furnished by the Company and any failure of any services performed by the Company to comply with any requirements set forth in this Agreement shall be promptly corrected by the Company at no cost to the City, or, at City's sole discretion, City shall have the work corrected and Company shall reimburse City for the resulting expense and/or they City may offset the cost of correction against any monies it may owe to the Company. The City's approval, acceptance, use of, or payment for all or any part of the Company's Services shall in no way alter the Company's obligations or the City's rights under this Agreement.

ARTICLE 9 - OWNERSHIP AND USE OF WORK PRODUCT

9.1 Ownership. The City shall own title to and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Agreement (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Company.

9.2 Instruments of Professional Service. The City acknowledges that the Deliverables are instruments of professional service. The City acknowledges and agrees that the Company may

retain one copy of each Deliverable and use the Deliverable solely for its internal general reference.

9.3 Modification or Reuse Risk. Any modification of the Deliverables by the City without the involvement of the Company shall be at the sole risk of the City.

9.4 Other Items. The Company shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights or other proprietary rights in the Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such Deliverables. The Company shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Company in connection with the Agreement are bound by the terms of this Section. The Company shall, as required for the performance under this Agreement and otherwise upon the request of the City or upon expiration or termination of this Agreement, deliver to the City all Deliverables.

9.5 Confidentiality Requirements. The parties acknowledge that they are bound by all terms and conditions contained in the Confidentiality Requirements with respect to any confidential information which either of them obtains access to in connection with this Agreement. By signing this Agreement you acknowledge that you will comply with all provisions of the Confidentiality Requirements as set forth in **Exhibit G** hereto. A violation of any provision of the Confidentiality Requirements shall constitute a material breach of this Agreement and will be the basis for immediate termination of this Agreement for cause, notwithstanding any other provision of this Agreement to the contrary.

ARTICLE 10 - TERMINATION AND SUSPENSION

10.1 Termination for Convenience. The City may terminate this Agreement immediately for any reason or no reason by giving written notice to the Company. The notice shall specify the date upon which such termination becomes effective.

10.2 Termination for Default by Either Party. By giving written notice, either party may terminate this Agreement if the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement but, unless otherwise provided, such failure or violation shall not be cause for termination if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the other party. The notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

10.3 Additional Grounds for Termination for Default by the City. The City may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events, each of which shall also constitute a non-exclusive Event of Default:

a. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's proposal, or any covenant, agreement, obligation, term, or condition contained in the Agreement;

b. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

10.4 Obligations upon Expiration or Termination. Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the City:

a. All Deliverables, in whatever form;

b. Documentation to evidence completion of matters covered by this Agreement and setting forth progress in developing the Deliverables to the date of termination; and

c. All equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

Upon the request of the City, the Company agrees to provide reasonable assistance and cooperation to the City and City contractors for a period of up to twelve (12) months after expiration or termination of this Agreement at its then-current rates.

In the event of Termination for Convenience, City shall pay Company for Services rendered and reimbursable expenses incurred prior to the effective date of termination and no amount shall be allowed for anticipated profit on unperformed services.

In the event of Termination for Default, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Company shall be liable to the City for any additional cost occasioned to the City thereby.

If it is later conclusively determined that the Company had not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid as provided for a Termination for Convenience.

10.5 No Effect on Taxes, Fees, Charges or Reports. Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

10.6 Substitute Performance. In the event the Company fails to perform any part of the Scope of Services within the time frame set forth in this Agreement without good cause, then, without limiting any other remedies available to the City, the City may take either or both of the following

actions:

a. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Company is again able to carry out operations under this Agreement; and

b. Deduct any and all operating expenses incurred by the City from any money then due or to become due the Company and, should the City's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company.

10.7 Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the City for any reason, the Company shall upon the effective date of termination (unless the City's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

10.8 Other Remedies. Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

10.9 Suspension. At any time, the City may suspend Company's Services by providing written notice of suspension to the Company.

In the event of suspension, Company shall be paid for the Services performed prior to suspension, plus reimbursable expenses incurred prior to suspension.

If such suspension continues for more than (six) 6 months for reasons beyond Company's control, Company may terminate this Agreement immediately upon written notice to City.

ARTICLE 11 - PUBLICITY AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the project and/or services that are the subject of this Agreement. Descriptions of conceptual or alternative designs/products considered in connection with this Agreement shall not be included in advertising, sales or other materials. As a condition of entering into this Agreement, the Company further agrees to refrain from making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the project, the Company is unable to comply with such Regulations, the Company shall notify the City and shall exercise usual and customary professional care in complying with such conflicting Regulations.

The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

ARTICLE 13 - NON-DISCRIMINATION PROVISION FOR ALL CITY CONTRACTS

The Company agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, available for review at http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. The Company consents to be bound by the award of any arbitration conducted thereunder.

ARTICLE 14 - COMPLIANCE WITH SECURITY MEASURES.

Company acknowledges and agrees that:

a. Access to the secured areas of the Airport is subject to security measures imposed by the United States ("Security Plan") and enforced by the Transportation Security Administration;
b. Access to the secured areas of the Airport or the airfield by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Agreement, and as may be modified from time to time;
c. Company's officers and employees who need regular access to the secured areas of the Airport or the airfield will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director; and
d. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason.

ARTICLE 15 - MANDATORY FEDERAL PROVISIONS

The City accepts federal grant monies through the through the Airport Improvement Program ("AIP") administered by the Federal Aviation Administration ("FAA"). A requirement of the

AIP is that the City must include certain clauses (***see Exhibit H***) in all the contracts.

ARTICLE 16 - CHARLOTTE BUSINESS INCLUSION PROGRAM

16.1 Participation. This Agreement is subject to the requirements of the City of Charlotte's Charlotte Business Inclusion ("CBI") Program. Company agrees to abide by the City's CBI Program, a complete copy of which is available at www.charlottebusinessinclusion.com. Execution of the Agreement shall constitute an acknowledgment upon which the City may rely that the Company has thoroughly examined, and is familiar with the CBI Program and Agreement requirements.

16.2 Goal. The Agreement is subject to a CBI aspirational Goal. The applicable CBI Goal, if any, will be established by the City and set forth in each negotiated Task Order Document. Executed copies of CBI Form 4 – Letters of Intent will be attached thereto as **Exhibit I-2**.

16.3 Reporting. For purposes of CBI reporting requirements, Contractor will submit documentation requested by the City or required to comply with the City's CBI Program into the InclusionCLT System or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require its Subcontractors to provide such documentation and information through the same system.

16.4 Additional CBI Program Provisions. The parties agree that:

I. The terms of the CBI Program, as revised from time-to-time, together with all rules and guidelines established, are incorporated into this Agreement by reference; and

II. A violation of the CBI Program shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Program, including but not limited to liquidated damages; and

III. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Company under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City's CBI Program, and in the event payments are withheld under this provision, the Company waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and

IV. The remedies set forth in Part D Section 14 of the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

V. The City will incur costs if the Company violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the

Company agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Policy.

VI. The Company agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program.

VII. Nothing in this Section shall be construed to relieve the Company from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

ARTICLE 17 - DISPUTE RESOLUTION

17.1 The City and the Company agree to participate in good faith in any mediation of a dispute subject to the terms and conditions of this Section and NCGS 143-128(f1).

17.2 Full compliance with this section is a precondition for any party to initiate any form of litigation concerning the claim and/or dispute. Unless otherwise directed by the City, the Company shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the claim and/or dispute.

17.3 The Company shall include this Section in every subcontract or any other agreement it enters into with any party related to or that will be involved in the Services rendered under this Agreement. Failure to do so will constitute a breach of this Agreement, and the Company shall indemnify and hold harmless the City from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach.

17.4 The following disputes are not subject to the provisions of this Article:

i. A dispute seeking a non-monetary recovery; and
ii. A dispute seeking a monetary recovery of $15,000 or less.

17.5 For purposes of this section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single party or two or more parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all parties to such disputes.

17.6 Prior to requesting mediation, a party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining party, unless supported by such investigation and good faith belief by the party requesting the mediation.

17.7 All expenses incurred by a party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the party. The parties shall share the mediator's fee and

any filing fees equally with at least one-third of such fees to be paid by City, if City is party to the dispute. Agreements reached in mediation shall be enforceable as settlement agreements in any court have jurisdiction thereof.

17.8 The mediation shall be held in the Charlotte, Mecklenburg County, North Carolina, unless otherwise agreed by all parties in writing. The parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

ARTICLE 18 – PROJECT MANAGEMENT INFORMATION SYSTEM

Upon Owner's request, Contractor shall use the Owner's web-based Project Management Information System (PMIS) for records retention and management of all Project documentation. Documents, forms, and processes that will be used by the Owner, Owner's representatives and Contractor include but are not limited to: construction drawings (including as-builts), submittals (quality plan, safety plan, schedules, etc.), reports (accident, Inspection, nonconformance, etc.), project photos, transmittals, requests for information, change notices, change requests, change orders, change directives, design change, field change notices, letters, meeting notifications, meeting minutes, and pay applications. If an item is not covered by an existing process, submittals shall be as directed by the Owner or Owner's representative. For shop drawing submittal documents larger than 11x17, submittal shall be as directed by the Owner or Owner's representative.

Owner will provide access, technical service, and training for the PMIS system at no cost to the Contractor.

ARTICLE 19 - MISCELLANEOUS CONDITIONS

19.1 Relationship of the Parties. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

19.2 Governing Law and Jurisdiction. The parties acknowledge that this Agreement is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

19.3 Amendment. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

19.4 Binding Nature and Assignment. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

19.5 Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

19.6 CAD Standards. Company shall use and abide by the Airport's CAD standards. Information on applicable standards can be found at www.cltcadstandards.info.

19.7 Approvals. All approvals or consents required under this Agreement must be in writing.

19.8 Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

19.9 Interest of the Parties. The Company covenants that its officers, employees, shareholders and sub-consultants have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

19.10 Taxes. The Company shall pay all applicable Federal, State and local taxes that may be chargeable against the performance of the Services.

19.11 No Bribery or Lobby. The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this Agreement.

19.12 Survival of Provisions. Those Articles of this Agreement and the Exhibits that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

19.13 Endorsement of Documents. The Company shall sign and seal, or shall cause to be signed

and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Company.

19.14 Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

19.15 E-Verify Compliance. Unless otherwise exempt, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

19.16 NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Company warrants and certifies that it is not identified on the Final Divestment Lists created by the NC State Treasurer pursuant to NCGS 147 Articles 6e or 6g. Company further warrants and certifies it will not take any action during the term of this contract that would provide a basis for it to be placed upon the Final Divestment Lists nor will it utilize on this Contract any subcontractor that is identified on the Final Divestment Lists. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Company appearing on the Final Divestment Lists.

19.17 Pre-Audit. The Company will execute and submit to the City a proposed Task Order for each scope of work that the Company proposes to provide to the City under this Contract. The City may accept the proposed Task Order by issuing a purchase order. Upon issuance of such purchase order the Task Order and purchase order shall be deemed incorporated into and made a part of this Contract, and each reference to an accepted Contract Addendum in this Contract shall be deemed to include both the Task Order in the form accepted by the City and the purchase order. In the event of a conflict between the main body of this Contract and the Task Order, the main body of this Contract shall prevail. The City will not be legally obligated by a Task Order absent a City issued purchase order.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed as of the date first written above.

[INSERT COMPANY NAME]

Federal Tax I.D. No. _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A - SCOPE OF SERVICES

Assignments under the issued task order(s) are expected to cover the range of responsibilities typically performed by qualified environmental consultants and engineering companies, and may be classified as any of the following:

- **Subsurface Environmental Assessments** — the Consultant may be asked to evaluate subsurface environmental conditions (with sampling and testing) at random locales such as former LUST sites, known liquid or chemical spill sites, formerly used industrial properties, or City-acquired properties;
- **Site Remediation** — Preparation and implementation of remediation efforts at Airport-owned properties wherein soil and/or groundwater contamination is identified. This could include initial response and abatement actions, developing and executing Corrective Action Plans (CAP), or any efforts taken after a spill in pursuit of a no further action required determination from the regulatory authorities;
- **Due Diligence Type Assessments** — These assessments include ASTM (or other applicable standard) Phase I/II Environmental Site Assessments, Environmental Baseline Surveys, or Transaction Screen assessments;
- **Indoor Air Quality Assessments** — These assessments include mold or asbestos identification and testing assessments and the management of follow-up abatement services that may be provided by a third party contractor;
- **Permit Interpretation, Application and Implementation** — The consultant may be asked to evaluate, interpret, or assist the Airport to implement provisions of any existing or new Airport Environmental Permit issued by a local, state, or federal regulatory agency;
- **Hazardous Building Material Assessments** — Building evaluations are often required to complement Airport renovation or building projects by evaluating airport properties and building structures for the presence of hazardous or waste materials, and hazardous building materials;
- **Airport 404/401 Clean Water Act Assessments** — The consultant may provide assistance to locate, determine, identify and further quantify *Jurisdictional waters of the State* on Airport property. The consultant may provide permitting support with respect to the provisions of the 1972 Federal Clean Water Act and its amendments.
- **Stormwater Management and Sedimentation Control** - The consultant may assist CLT with overall NPDES permit compliance or the development of project-specific erosion control plans in accordance with the States NCG010000 general construction permit. The consultant may additionally be required to conduct site inspections during project phases or perform recurring Airport outfall inspections in storm events.

REQUIRED CERTIFICATIONS, EXPERTISE, AND CAPABILITIES

The consultant chosen for this contract must possess a valid Corporate license issued by the *North Carolina Board of Examiners for Engineers and Surveyors*, as defined by NC General Statute 89C-1, or the *North Carolina Board for Licensing for Geologist, as defined by NC General Statute 89-E* and must provide a sufficient pool of qualified management, field, support, and other professional staff members to accomplish the objectives of the individual task orders. Additional considerations by the Selection Committee members may include the candidate's capability to respond to CLT needs within a reasonable time, the stated or perceived experience with working in a large and complex secured environment, and the ability to provide professional staffing to complete work orders. Further requirements and expectations are provided under section II.(E.) of this document, "Selection Criteria and Minimum Requirements".

EXHIBIT B – SCHEDULE

Schedules and deadlines for Services assigned hereunder shall be as established in a Task Order Document for each project.

EXHIBIT C – COMPENSATION

EXHIBIT D – TASK ORDER DOCUMENT

Task Order Document – Aviation Department

Request and Price Proposal for Engineering Services

Please provide a Price Proposal for the Company's cost and time to perform the Engineering Services required for the Task Order Project described below within ten (10) business days of the Request Date. Your Price Proposal shall be a lump sum all-inclusive amount that covers every aspect of work required to provide the services and all of the Deliverables associated therewith in accordance with the terms and conditions of your Professional Services Agreement with the City. **Your Price Proposal must identify all costs for which the City will be responsible.**

SERVICE REQUEST DETAILS (Provided by Airport)

REQUEST DATE	
PROJECT LOCATION	**TERMINAL; LAND-SIDE; AIR FIELD; ETC.**
FUNDING SOURCE	**NON-FEDERAL**
DESCRIPTION OF PROJECT	

PRICE PROPOSAL (Provided by Company)

DELIVERABLES: All Deliverables that will be needed to complete the services required for the project shall be identified in the table below. Company may use as many lines as necessary to capture the costs associated with all Deliverables and Expenses required to perform the project work. Company's Price Proposal shall be based upon and use the hourly rates set out in Exhibit C to the Agreement. Company may submit its Price Proposal in another format if, at a minimum, the information requested below is included.

ITEM	CATEGORY	DESCRIPTION	TARGET COMPLETION DATE	COST
1	Deliverable			
2	Deliverable			
3	Deliverable			
4	Expenses			

TOTAL AMOUNT OF COMPANY'S PRICE PROPOSAL:

$_____

Diversity and Business Inclusion Programs:

By signing this Task Order Request and Price Proposal, Company agrees that it will comply with the requirements of the applicable Diversity and Business Inclusion Program as set out in further detail in the Agreement depending upon whether the project is funded with Federal or Non-Federal funds.

The DBE or CBI goal for this Task Order Project is _____ %. Upon execution of the Task Order Request and Price Proposal, Company is expected to provide completed copies of the DBE or CBI Form 4 – Letters of Intent for all participating DBE or CBI subconsultants.

Every aspect of the Company's Price Proposal must be complete and appear on this Task Order Request and Price Proposal form. The form, together with any attachments or supplemental pages, must be emailed to xxxxxx@cltairport.com on or before the Proposal Deadline listed above.

Company submits this Price Proposal to perform the Services requested in this Task Order Document. Upon acceptance of Company's Price Proposal, the Task Order Document shall be incorporated into the Company's Professional Services Agreement with the City, and the terms and conditions thereof shall apply and govern the performance of Services hereunder.

COMPANY NAME

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

By: _____
Finance Officer

EXHIBIT E – TRAVEL AND EXPENSE REIMBURSEMENT PROTOCOL

I. Transportation Expenses.

A. Reasonable transportation expenses will be paid on the basis of actual costs. Requests for reimbursement for a transportation expense must include itemized receipts.

B. Company is expected to use the most economically feasible mode of transportation giving consideration of time constraints, productive hours and distance involved. If Company elects to use a more expensive travel option, Company will only receive reimbursement equivalent to the least expensive option.

C. The City will not pay additional expenses resulting from arriving earlier or staying later than necessary to conduct official business.

D. The use of a rental car requires a written business purpose explanation.

E. Fines for parking violations, moving violations, speeding tickets, etc. are the responsibility of the Company and will not be reimbursed by the City.

II. Air Travel.

A. Company will not be reimbursed for priority airline boarding, US Customs Trusted Traveler Program fees, upgraded airline seats including preferred seating in coach, in-flight movie rental, flight insurance, or other voluntary amenity services.

B. In lieu of fees for airport parking, transportation to the airport from origination via a TNC service, taxi, black car, etc. is reimbursable up to the total of the prevailing CLT Business Valet rates for the business trip.

C. Per IRS, mileage to/from the airport is reimbursable only if traveling directly from the office to the airport and requires supporting documentation.

III. Driving Expenses. Company may be reimbursed for mileage based on the documented use of a private vehicle for business travel and in consideration of the most economical feasible transportation method; however, as per IRS guidelines, mileage between a residence and an airport is not reimbursable.

IV. Lodging Expenses.

A. Lodging expenses will be paid by the City in accordance with the GSA lodging rate for a specific city.

B. The City will pay lodging for the minimum number of nights required to conduct the assigned business.

C. Company shall not be reimbursed for in-room movie rentals, laundry fees, fitness room fees, hotel room upgrades, or other voluntary, unspecified hotel amenity charges.

V. Meals and Incidental Expenses.

A. Company will be reimbursed on the GSA per diem basis for meals and incidental expenses incurred specifically during the business portion of travel. GSA per diems for meals and incidental expenses can be found at the GSA website www.gsa.gov/portal/content/110007.

B. Incidental expenses consist of fees and tips for persons who provide services, such as porters and baggage carriers, incurred when traveling overnight.

VI. Miscellaneous Expenses. Company may be reimbursed for other business-related expenses, including local registration fees, parking fees, etc. Itemized receipts must be submitted with request for reimbursement for any such expenses.

VII. Documentation and Procedure.

A. Itemized receipts for the cost of lodging, transportation (airfare, shuttles, light rail, taxis, parking, etc.) and registration fees must be submitted to be reimbursed.

B. Mileage reimbursement requests must be supported by documentation evidencing actual mileage such as a Google Maps printout.

C. If upon review of the travel expenses, any expense item requires additional clarification, the Company may be required to submit additional supporting documentation in the discretion of the City. If acceptable supporting documentation is not submitted, the expense item in question may be disapproved.

EXHIBIT F – INVOICING REQUIREMENTS

1. All invoices will clearly state, at minimum, the following:
    a. Company's supplier number
    b. Company name and address
    c. CLT PM
    d. Contract number
    e. Purchase order number
    f. Supplier invoice number (if applicable)
    g. Charlotte Business INClusion Form #6
2. Company sends draft invoice to PM for review and approval.
3. If revisions are necessary, Company will be notified by the PM on what to correct. Corrections must be made before an invoice is submitted for payment.
4. Company submits invoice via PM instructions.

EXHIBIT G - CONFIDENTIALITY REQUIREMENTS

Company hereby agrees to comply with all confidentiality requirements set forth below in connection with this Agreement.

1. Confidential Information

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

A. Trade secrets. For purposes of this Agreement, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the City has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

B. Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

C. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

D. Information contained in the City/County's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

E. Citizen or employee social security numbers collected by the City.

F. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

G. Local tax records of the City that contains information about a taxpayer's income or receipts.

H. Any attorney / client privileged information disclosed by either party.

I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

J. The name or address of individual homeowners who, based on their income, have

received a rehabilitation grant to repair their home.

K. Building plans of City-owned buildings or structures, as well as any detailed security plans.

L. Billing information of customers compiled and maintained in connection with the City providing utility services.

M. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories A through L above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by these requirements, and agrees that: (a) all requirements set forth herein applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

2. Restrictions

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

A. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

B. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section and containing all protections set forth herein.

C. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by City as set forth herein, or is for the purpose for which such Confidential Information is being disclosed.

D. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

E. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by City.

F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert these provisions as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. Exceptions

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

A. Was already known to the Company prior to being disclosed by the disclosing party;

B. Was or becomes publicly known through no wrongful act of the Company;

C. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;

D. Was used or disclosed by the Company with the prior written authorization of the City;

E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, the confidentiality requirements set forth herein will be applicable to all disclosures under the court order or subpoena.

4. Unintentional Disclosure

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

5. Remedies

The Company acknowledges that the unauthorized disclosure of the Confidential

Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

EXHIBIT H
FEDERAL REQUIREMENTS

(APPLICABLE TO NON-FEDERAL AIP FUNDED PROFESSIONAL SERVICES)
(*FAA Contract Provision Guidelines, v3-17-26*)

The following provisions are hereby included in and made a part of the Agreement between City and Company.

The provisions follow the order found in Table 1 – Applicability of Provisions of the FAA Contract Provision Guidelines, *v3-17-26*.

All references made herein to "Contractor", "Prime Contractor", "Bidder", and "Offeror" shall pertain to the Architect/Engineer (A/E).

All references made herein to "Subcontractor", "Sub-Tier Contractor" or "Lower Tier Contractor" shall pertain to any subconsultant under contract with the A/E.

Al references made herein to "Sponsor" and "Owner" shall pertain to the City of Charlotte executing the contract with the A/E.

Federal laws and regulations require that the contract provisions set forth herein be included in each contract funded under the AIP. Contractor (including all subcontractors at every tier) shall:

A. Insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts.

B. Incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

C. Be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

The Owner is required to review every subcontract at every tier that is let pursuant to this Prime Contract and to certify to the FAA that each such subcontract at every tier includes these federal clauses and requirements as set forth herein. Contractor shall submit to the Owner every subcontract at every tier within fourteen (14) business days of the execution of the subcontract for the Owner's review.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

A. Withhold progress payments or final payment;

B. Terminate the contract;

C. Seek suspension/debarment;

D. Require the Contractor to, directly or by requiring a subcontractor to, renegotiate and amend a subcontract (at any tier) to include directly or by attachment (but not by incorporation by reference) the Federal contract clauses set forth in this Section; or

E. Any other action determined to be appropriate by the Owner or FAA.

THE FOLLOWING FEDERAL CONTRACT PROVISIONS ARE APPLICABLE TO THIS CONTRACT, PROJECT, TASK ORDER, AND WORK:

1. CIVIL RIGHTS – GENERAL (A4)

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. (A4.3.1)

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. (A4.3.2)

2. CIVIL RIGHTS – TITLE VI ASSURANCES (A5)

A. Title VI Solicitation Notice (A5.3.1)

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities (A5.4.1)

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 non-discrimination statutes and authorities; including but not limited to:

- 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);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- 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);
- 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 (Nondiscrimination on the Basis of
- Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
-
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements (A5.4.2)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (A15)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (A17)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT I
CBI FORM 4 – LETTER OF INTENT

Executed copies of CBI Form 4 Letters of Intent are deemed to be incorporated herein.