

Addendum No. 2
Charlotte Douglas International Airport
ITB: AVIA 25-46
PARKING MGMT. & STAFFING SVCS. & VALET PARKING MGMT. SVCS.
Issued: August 12, 2025

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original plans and specification shall remain in effect in their respective order. Acknowledge receipt of this addendum to include addendum number and date on FORM 1 PROPOSAL FORM of the RFP package.

This Addendum Includes:

- **RFP Revisions**
- **Questions and Answers [for RFIs received as of 07/23/25 1:00PM]**
- **Attachment A. FY24 Ancillary Services**
- **Attachment B. Three-Year Revenue Data**
- **Attachment C. Sample Contract**
- **END OF ADDENDUM NO. 2**

RFP REVISIONS:

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION [delete and replace INSTRUCTIONS TO PROPOSER through ARTICLE 7]

CLT Overview & Statistics

Charlotte Douglas International Airport ("CLT") is owned and operated by the City of Charlotte ("City") and is among the world's busiest airports. In its 2024 preliminary rankings, Airports Council International put CLT as the sixth busiest airport worldwide for aircraft operations and seventh in North America for total passenger volume. Globally, CLT's passenger traffics ranks 23rd.

Passenger counts reached 58.8 million passengers in 2024, while aircraft arrivals and departures rose to 596,583. That followed a pandemic downturn from the 2019 record-breaking 50.2 million passengers. CLT offers nonstop air service to more than 186 destinations around the globe and is home to eight major air carriers, 15 regional carriers, and three foreign flag carriers.

Airport passengers initiating their trips at CLT are the foundation for the demand of Parking and Valet Services. Total origin and destination ("O&D") enplanements account for approximately 30% of all passenger traffic and the Airport served approximately 9 million local passengers in 2024, an estimated 9.5% increase from 2023 and a 26% increase from 2022. CLT's goal is to be the preferred airport and airline hub by providing the highest quality product for the lowest possible cost.

Existing Parking Services

CLT's current Parking Services consist of continuously operated parking facilities and a Parking Call Center (consisting of a parking hotline and dispatch system) with year-round, 24-hour day, 7-day a week coverage. Parking facilities include garages, lots, entrance/exit plazas, and all associated equipment, including entry/exit lane equipment, computerized parking control systems ("PARCS"), online booking system, assisting customers, and lot patrol (including lot and equipment inspections). The Parking Hotline is provided by CLT and published as the primary telephone number for parking related calls. Historical data outlining the public parking operations is provided in **Exhibit D – Current Operations**.

Existing Valet Services

CLT's Valet Service is a popular alternative to our self-park lots. Valet is offered at the terminal curbside and through an Express Deck Preferred product and currently consists of 2,400 reserved valet parking spaces under current lot allocation and design. The use of the Valet Services fluctuates within a range between 5,000 and 6,000 transactions per month. Historical data outlining the valet parking operations is provided in **Exhibit D – Current Operations**.

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking Proposals from qualified and experienced companies (individually or collectively, the "Proposer") interested in CLT parking management and staffing services, and/or valet parking management services (the "Work"). Details of the requested Work are attached hereto as **Exhibit A**, but can be broadly understood as providing one of the following options:

- A. Option A consists of providing staffing for Parking Services provided at the Airport.
- B. Option B offers the opportunity to manage and operate the CLT's ever growing Valet service.
- C. Option C offers the chance to consolidate both opportunities for overarching management of a key aspect of CLT's success.

The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and procurement.

Section 2: The required forms that a Proposer is required to complete and return as its Proposal (called the "Proposal Response Forms")

Section 3: A contract substantially similar to the final contract the successful Proposer will be expected to sign, including **Exhibit A**, the details for the entire scope of work falling under this RFP (the "Specifications").

The Scope of Services for all options is included below. The proposal should include all of the elements of the selected options as outlined in the following sections as well as suggested improvements or opportunities.

For any option(s) selected, the proposer shall provide the following:

- Operations and Service Plan(s) based on the requirements set forth in the below specifications. Any Operations and/or Service Plan(s) shall include, at a minimum, the Company's proposed solution and/or approach to the requirements, a process to address customer service (to include complaints), a staffing plan, amenities offered, employee training, uniforms, and employee retention.
- Implementation Plan(s) that include, at a minimum, a timeline for implementation of the services included below, as well as a proposed timeline for service improvements or additional amenities suggested by the Company.

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

The Work will be governed by a contract between the selected Proposer ("Company") and the City, a sample of which is attached hereto as **Attachment C: Sample Contract** (the "Contract"). The term of the Contract shall be for five (5) years with two optional one-year renewals. Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
7/25/2025	Issue RFP
7/15/2025	Submission of written questions prior to pre-proposal conference and confirmation of plan to attend
7/22/2025	Non-mandatory pre-proposal conference and site tour 10:00am ET
8/1/2025 8/13/2025 * see added comment below	Submission of written questions after pre-proposal conference*
8/12/2025 9/1/2025	Proposals are due by 2:00 PM ET.
8/18/2025 9/15-9/17/2025	Proposer interviews (if applicable)
7/1/2026	Estimated start date of services

*** Questions pertaining only to Sample Contract provided in this Addendum may be considered through 8/25/2025**

C. INSTRUCTIONS TO PROPOSERS

6. Submission Requirements

Proposals must be submitted through the e-bidding portal at <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=840866c2-1f79-464c-963f-4d5b94f7215e&bidpackageid=cc209640-c0fa-41a0-9cbb-40abb98cdfd2>

The Proposer must clearly indicate the selected option(s) that they are submitting the proposal under. Required Forms do not need to be duplicated for multiple proposal options. [ADDED TEXT].

The pricing must be submitted in the table included on the website. The forms herein must be completed and uploaded to the site by the proposal due date and time.

Submit separately, "Confidential and Proprietary Information," Trade Secrets and/or personally identifiable information (PII). The confidentiality caption stated above must appear on each page of Trade Secret or PII materials.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of

identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

7. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend for award the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

Experience & Qualification delete in its entirety and replace with the following	CLT will weigh Proposer's experience with the services, especially as it relates to the Airport environment. All Proposers must have at least five (5) years' experience providing the services. Preference will be given to a company based on its experience providing the Work in an environment similar to CLT's during the past five (5) years.
Operations & Service Plans see strikethrough and edits.	CLT will evaluate the Proposer's Operations and/or Service Plans based on the requirements set forth in the Specifications and Scope of Work . Operations and/or Service Plan shall include, at a minimum, a process to address customer service (including customer complaints), amenities offered, employee training, uniforms, and employee retention.
Implementation Plan	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications and as detailed in the Proposer's Implementation Plan.
Customer Service	CLT will evaluate the Proposers Customer Service Plan. Proposers Customer Service Plan should include, at a minimum, recommended customer service metrics, methods for tracking and reporting said metrics, an annual update schedule, amenities offered, flexibility to changing Airport needs, and a process for internal modifications to Company processes if requested by CLT. CLT prefers an automated tracking and reporting method. Although not required, proposals may include additional premium services and EV charging, including but not limited to, pricing, timing considerations, power management, and installation or use of a portable/non-fixed EV charging station at the Valet Storage Site.
ACDBE Program Requirements	CLT participates in and requires Companies to comply with Airport Concessions Disadvantaged Business Enterprise (ACDBE) program requirements. CLT will evaluate the Proposer based on its ability to meet the ACDBE Program requirements as set forth in the RFP.

	Proposers are required to submit a completed ACDBE Form #3 with their proposals.
Compensation delete in its entirety and replace with the following	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Work, including all elements of the selected options.

Questions and Answers:

1. **Please provide the current contract with the current Reservation System. Will the successful proposer hold this contract or will the Airport? Is Commercial Management part of that contract or is that a separate contract**
 - a. Response: The current reservation system is through AeroParker - the Contract may be provided to the successful proposer. The Airport holds this contract, and Commercial Management is currently a part of that scope.
2. **Please share the Airport's plan for changes to the valet service**
 - a. Response: Please review the Request for Proposals - CLT encourages all proposers to provide ideas, proposals, plans or other improvements to CLT's Valet Service
3. **We respectfully request a two-week extension of the due date for proposals from the time that all questions have been responded to by the Airport and proposers have had a chance to review the sample/draft agreement**
 - a. Response: Please see updated schedule included within this addendum.
4. **Will Proposers have the opportunity to ask additional questions once the draft/sample agreement is provided**
 - a. Response: Yes
5. **Can the airport provide the following as it relates to vehicle services related to the valet operation:**
 - 1) **Services offered i.e. carwash, oil change etc.**
 - 2) **Transaction counts by service for the last year**
 - 3) **Pricing of each service**
 - 4) **Revenue for each service for the last year**
 - 5) **Are the service currently performed onsite (at airport) or off-site through a 3rd party provider**
 - a. Response: Car wash (several tiers), Oil Changes, NC State Inspections, Gas Fill-Ups are the base requirements, the current operator offers other services available upon request. Transactions and the last full Fiscal Year generated revenue will be provided, pricing and revenue determinations will be negotiated with the successful proposer. Some services are on-site, some off-site. CLT encourages proposers to suggest new or novel ways to increase

Valet Ancillary Services Revenue. See **Attachment A** to this Addendum: **FY24 Ancillary Services**

- 6. What expenses should be included in the management fee? Should all expenses be considered Operation Expenses or are there certain expenses that should be included as part of the management fee**
 - a. Response: Please reference **Exhibit E - Budget Template** included in solicitation documents in E. Builder portal.
- 7. Does the RFP require the bidder to submit the CLT local authorized signer names and positions, or will this only be required of the successful bidder**
 - a. Response: Authorized signers should be included as key personnel in your proposal.
- 8. The RFP calls for the bidder to provide pay rates, can the airport provide the current pay rates for positions related to the valet parking operation**
 - a. Response: CLT's preference is for proposals that have pay rates based on best practices that support the overall goals of customer experience and providing world class valet service at the Airport.
- 9. What is the current valet parking wait time goal, average wait time**
 - a. Response: CLT does not currently have this data. CLT is interested in seeing new KPIs, new methods for tracking KPIs, and processes or procedures to help CLT exceed industry average wait times. The final wait time goal and average wait time under the awarded contract shall be negotiated with the successful proposer.
- 10. Does the current valet meet and great provide data connection, power connection and are their valet stands currently**
 - a. Response: Wireless Access Points and data exist in Valet area, as well as power and podium
- 11. The RFP reference 2400 dedicated valet parking spaces, can you provide the average occupancy of those spaces on a given week or day**
 - a. Response: RFP provides data for the current operation. The number of storage spaces will be approximately 800-1,200 spaces, but final storage spaces will be subject to the successful proposer's use of the allocated space. The new storage lot will be Daily North.
- 12. Can you describe the office space provided for the valet parking operation, i.e. sqft etc.**
 - a. Response: To be negotiated with the successful bidder.
- 13. Where is the current valet overnight storage? When does the airport plan on moving the valet overnight storage to it's new location**
 - a. Response: Storage is currently located at Express Deck Preferred. Current plans, subject to change, would see the move to Daily North occur in Calendar Year 2026

14. The requested references states "List three (3) clients, excluding the Aviation Department..." Please confirm if CLT is looking for non-airport references.

- a. Response: The Aviation Department in this case refers specifically to Charlotte Douglas International Airport. All other references, both Airport and non-Airport, are allowable.

15. If our ACDBE subcontractors are not yet certified, is it acceptable if they are certified prior to the anticipated July 1, 2026, start date of the contract or some other date prior to the commencement of services

- a. Response: The ACDBE goal will be a percentage of the proposers' annual goods and services expenditures. Payroll and revenue will not be factored into the ACDBE goal analysis.

16. Please provide the number of transactions for self-parking

- a. Response: FY25 had approximately 2.1M exits

17. Does the Airport have a maintenance contract for the PARCS? If so, what company is it with

- a. Response: Designa

18. Who is responsible for Payment Card Industry/DSS compliance

- a. Response: The Airport & other vendors

19. Is the Airport or the Parking Operator the merchant of record for credit cards? What is CLT's preference under the new contract

- a. Response: The Parking Operator will not be merchant of record. CLT's preference is for proposals that include both options - working with the existing process or possible improvements/shifts to the process.

20. Please provide a two-year history of liquidated damages for your current parking operator.

- a. Response: No liquidated damages have been levied against the current parking operator in the last two years.

21. Is a proposal bond required with the submittal of proposals

- a. Response: Not required.

22. Does CLT provide vehicles to the parking operator? If so, who pays for fuel and maintenance of the vehicles? If operator is to provide vehicles, are they along with fuel and maintenance a reimbursable expense? How many vehicles are currently being used in the valet and self-park operations

- a. Response: Please see RFP: "...The successful proposer shall provide the vehicles needed to complete the tasks required as part of this Scope of Work.

23. Is successful proposer required to pay for badges and if so, what is the cost of the badges and are they reimbursable

- a. Response: The successful proposer is not required to pay for badging.

24. Can personnel providing services at CLT have a valid South Carolina driver's license rather than a North Carolina driver's license

- a. Response: Yes

25. Is the ACDBE percentage calculated on a percentage of goods and services which respondent will be spending at CLT or is it the whole of the contract which would include payroll and valet & self-parking revenue

- a. Response: CLT requires proposers to utilize firms that are ACBDE certified at the time of proposal submission. If there are instances where the successful proposer would like to add a newly certified firm after award, that is permissible. However, because CLT has no control over how soon a small business will receive its ACDBE certification from NCDOT, we don't advise that proposers list firms that are not yet certified, in hope that they will be certified by the contract award date.

26. What is the percentage of ACDBE participation the Airport is seeking for this contract

- a. Response: To be negotiated with the successful bidder.

27. Does the "total value of the contract" include goods, services, labor, and management fee? Or is it some other "value" figure

- a. Response: The Performance Bond shall be inclusive of all estimated payments from the Airport (the total value of the Contract)

28. Please provide the past two years of the parking and valet staffing budgets and actual reimbursed expenses.

- a. Response: Please propose a staffing budget, inclusive of reimbursable expenses, that will meet the performance requirements listed in the RFP.

29. Please provide a two-year history of all employee work hours and wages that have been reimbursed to operator by the Airport.

- a. Response: Please provide a staffing plan, including work hours and wages, that will meet the performance requirements listed in the RFP. Exhibit D - Current Operations includes all relevant data from current operations.

30. Regarding the "Submit separately" instructions: As the bid site limits us to "only one file can be uploaded" how are we to submit anything separate from that one file

- a. Response: Additional system functionality has been added to allow multiple document uploads.

31. From the RFP: "The pricing must be submitted in the table included on the website." There is no table included on the website so where would we submit pricing

a. Response: See response to question no. 6

32. Please provide the last 3 years of revenue generated by both the parking and valet.

a. Response: See **Attachment B** to this Addendum - **Three Year Revenue Data**

33. Please provide the compensation to the current operator, including current billable rates for all employees, reimbursable expenses and management fees.

a. Response: Please propose a staffing budget, inclusive of reimbursable expenses, that will meet the performance requirements listed in the RFP.

34. What is the specific ACDBE Goal for this opportunity? How is it measured?

a. Response: To be negotiated with the successful bidder.

35. Is a proposal bond required for this opportunity

a. Response: Not required.

36. May we use the Airport's logos in the proposal we are submitting and the required uniform samples

a. Response: Response to be provided with Addendum No. 3

37. Please provide the 2024-2025 current bond amount. Should the amount be inclusive of all estimated payment from the Airport (Hourly rate reimbursement, reimbursable expenses and management fees)? Will separate bonds be required for each of the operations (Parking Staffing & Valet)

a. Response: The current bond is not associated with the performance bond methodology included in this Request for Proposals. The Performance Bond shall be inclusive of all estimated payments from the Airport.

38. Will the operator's employees be required to have badges? If so, is that expense reimbursable? If so, please provide the cost of badging.

a. Response: The successful proposer is not required to pay for badging.

39. Can we budget for claims on our operational reimbursable budget

a. Response: No, per that section the successful proposer shall be responsible for customer claims.

40. Please provide, by month, the last full years of shortages billed the current operator.

a. Response: No shortages have been reported by Valet in the past two years.

41. Are both the Employee Handbook and a Standard Operation Procedures Manual (SOP) required with our submittal or after selected as the successful proposer

- a. Response: While samples may be included as part of proposals, the requirement for the Employee Handbook and SOP Manual is for the successful proposer.

42. This section requires 7 years of budget. The budget format only provides for 5. Please clarify if 5 or 7 years is required.

- a. Response: Please provide 7 years per the requirement. Please note the budget format may be modified to add additional rows or columns as needed.

43. We respectfully request two full weeks from the time the final questions are answered by the City/Airport and the due date of the proposal.

- a. Response: See response to Question No. 3

ATTACHMENT A

FY24 Ancillary Services

HEADLIGHT RESTORATION	1
CAR WASH	1903
<i>Exterior Wash</i>	<i>252</i>
<i>Full-Service Wash</i>	<i>827</i>
<i>Wash & Wax</i>	<i>514</i>
<i>Full Detail</i>	<i>310</i>
OIL CHANGE	50
NC STATE INSPECTION	61
GAS FILL UP	14
Total Transactions	2029
Total Amount	\$206,396.44

ATTACHMENT B [3 YR. REVENUE DATA]

calendar_ym ▾	Valet	Self Park	Grand Total
2022-08	\$800,876	\$6,761,052	\$7,561,928
2022-09	\$749,398	\$6,422,285	\$7,171,683
2022-10	\$929,911	\$7,261,120	\$8,191,031
2022-11	\$800,178	\$6,292,572	\$7,092,750
2022-12	\$744,959	\$6,161,571	\$6,906,530
2023-01	\$787,988	\$5,984,138	\$6,772,126
2023-02	\$913,995	\$5,616,963	\$6,530,957
2023-03	\$1,248,823	\$7,037,139	\$8,285,962
2023-04	\$1,141,849	\$7,284,895	\$8,426,744
2023-05	\$1,051,065	\$7,490,669	\$8,541,734
2023-06	\$1,185,385	\$8,038,271	\$9,223,656
2023-07	\$1,111,294	\$8,105,894	\$9,217,189
2023-08	\$980,055	\$7,194,612	\$8,174,667
2023-09	\$997,577	\$7,120,056	\$8,117,633
2023-10	\$1,126,971	\$8,135,284	\$9,262,255
2023-11	\$1,062,180	\$8,068,844	\$9,131,024
2023-12	\$1,006,174	\$7,911,369	\$8,917,543
2024-01	\$960,790	\$7,470,818	\$8,431,608
2024-02	\$980,327	\$7,553,800	\$8,534,127
2024-03	\$1,178,186	\$9,479,495	\$10,657,680
2024-04	\$1,238,735	\$9,588,641	\$10,827,376
2024-05	\$1,202,649	\$9,847,754	\$11,050,403
2024-06	\$1,308,686	\$10,898,429	\$12,207,115
2024-07	\$1,259,853	\$10,603,485	\$11,863,338
2024-08	\$1,145,207	\$9,292,395	\$10,437,602
2024-09	\$1,179,992	\$9,276,133	\$10,456,125
2024-10	\$1,310,008	\$10,263,650	\$11,573,658
2024-11	\$1,173,037	\$8,152,817	\$9,325,854
2024-12	\$1,363,360	\$8,582,130	\$9,945,490
2025-01	\$1,166,537	\$7,584,521	\$8,751,058
2025-02	\$1,128,229	\$7,036,342	\$8,164,570
2025-03	\$1,447,382	\$9,055,268	\$10,502,650
2025-04	\$1,170,595	\$9,220,080	\$10,390,675
2025-05	\$1,437,761	\$9,404,577	\$10,842,338
2025-06	\$1,563,778	\$10,607,136	\$12,170,914
Grand Total	\$38,853,787	\$284,804,206	\$323,657,993

ATTACHMENT C

SAMPLE CONTRACT

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT NO. _____

CONTRACT TO PROVIDE:

Parking Services and Valet Services

This Contract (the "Contract") is entered into as of this **[insert date]** (the "Effective Date"), by and between **[insert vendor legal name]**, a **[insert business type i.e. corporation]** registered under the laws of the State of [Insert state] and doing business in North Carolina (the "Company"), and the City of Charlotte, a municipal corporation of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City, by and through its Aviation Department ("CLT"), is the owner and operator of the Charlotte Douglas International Airport ("Airport");
- B. The City issued a solicitation dated July 2, 2025 requesting submissions from qualified firms to provide the City with [Parking Services, Valet Services, or Parking and Valet Services) hereafter referred to as the "Work".
- C. The Company submitted a response to the solicitation on September 1, 2025.
- D. The Company wishes to provide the Work to the City in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

AGREEMENT

1. DEFINITIONS AND EXHIBITS.

1.1. **Definitions.** The following words, terms, and phrases in this Contract will have the meanings respectively ascribed to them below:

- A. "Airport" means Charlotte Douglas International Airport.
- B. "Allowable Operating Expenses" means those approved expenses arising from the performance of this Contract as more particularly defined in **Exhibit C**. Allowable Operating Expenses must be segregated by the Company into those amounts approved for automatic reimbursement by the City and those amounts requiring requisition by the Company.
- C. "Annual Operating Budget" means the annual budget for performing the Work under this Contract submitted by the Company to CLT for a Contract Year. The Budget must include a detailed projection of Allowable Operating Expenses for its Contract Year accompanied by the assumptions used to develop the Annual Operating Budget.
- D. "City" means the City of Charlotte
- E. "CLT" means the Aviation Department of the City of Charlotte
- F. "Company" means [Insert Company Name]
- G. "Contract" means this [AWARDED SERVICE OPTIONS] Management Agreement.
- H. "Contract Year" means any twelve consecutive months commencing July 1 and ending on June 30 of the following calendar year during the Initial or any Extended Term of this Contract; provided, however, that the first Contract year will commence on the Effective Date and end on June 30, 2027.
- I. "Effective Date" means the date first noted above.
- J. "Quarterly Review" means the meeting held at least quarterly between CLT and the Company to discuss the Company's operating and financial performance under this Contract. Quarterly Reviews will be used as a forum to discuss matters that may include, but are not limited to, changes in operating procedures and conditions, capital, equipment needs, customer service, and other subjects pertaining to the Company's performance.
- K. "Specifications" means the detailed description of the Work to be performed by the Company and as set forth in **Exhibit A**.
- L. "Term" means the length of the Contract as set forth in Section 2, including any fully executed renewal options.
- M. "Uncontrollable Expenses" means the amount of the expenditures incurred by the Company for or in connection with the provision of the Work by the Company, agreed to by CLT, which are not Allowable Operating Expenses included in that years budget.

- N. "Work" means the Company's obligations to provide the services as set forth in the Specifications.
- O. "Yearly Reviews" means the last Quarterly Review of each Contract Year which will additionally cover projection and planning for the next Fiscal Year.

1.2. Exhibits. The Exhibits listed below are attached to the Contract and incorporated into and made a part of this Contract by reference. Any conflict between language in Exhibits and the Contract shall be resolved in favor of the main body of this Contract.

Exhibit A: Specifications

Exhibit B: Confidentiality Requirements

Exhibit C: Budget Template

Exhibit D: Airport Maps

Exhibit E: City of Charlotte Driving Authorization Criteria

- 2. **TERM.** The term of the Contract will be for five (5) years from the Effective Date with an option to extend for two (2) additional one (1) year terms. The Contract may be extended only by a written amendment to the Contract signed by both parties.
- 3. **COMPENSATION.** The Company shall provide the Work in accordance with the Specifications. The City shall pay the Company for the Work delivered in compliance with the Specifications and at the prices set forth in the Annual Operating Budget submitted consistent with **Exhibit C** or, for Uncontrollable Expenses, as separately approved in writing by CLT. The annual management fee will be paid to the Company in twelve equal installments.
- 4. **REVENUE STATEMENTS.**
 - 4.1. **Certified Annual Revenue Statement.** Each Contract Year, the Company shall provide a written statement to CLT, certified by an authorized representative of the Company, within sixty (60) days after the end of each Contract year, stating whether, in its opinion, the Allowable Operating Expenses and Uncontrollable Expenses paid by the City to the Company and the revenues collected by the Company and delivered to the City during the preceding Contract Year were or were not the accurate monies due in accordance with the terms of this Contract.
 - 4.2. **Monthly Expense and Revenue Statement.** Each month Company shall provide to the City a true and accurate verified statement of Company's actual Allowable Operating Expenses, Uncontrollable Expenses any other non-reimbursable expense incurred by the Company for the provision of the Work and the revenue collected for the Work during the preceding month. Such statement must be in .CSV format (or other format as determined in CLT's sole discretion) and include copies of invoices stamped paid,

indicating the date and check numbers and signed by the Company. The statement shall be delivered no later than twenty (20) days after the end of the previous calendar month.

- 4.3. **Quarterly and Annual Review.** During the Quarterly Reviews and Yearly Reviews the Company shall measure and report its performance and the results of its performance of the Work for each Contract Year during term of this Contract. The Company shall give its report on its performance, including its statement of Allowable Operating Expenses for the periods being reported on, no less frequently than Quarterly ("Quarterly Review") with the last such Quarterly Review after the close of each Contract Year covering the entire Contract Year (the "Annual Review"). The Annual Review must set forth the Allowable Operating Expenses and Uncontrollable Expenses for the provision of the Work for the entire Contract Year.
- 4.4. **Annual True-Up.** Within sixty (60) days after the receipt of the certified annual revenue statement, the City shall invoice the Company the amount, if any, by which the actual Allowable Operating Expenses were less than the amount stated in the Annual Operating Budget or shall pay the Company the amount, if any, by which the actual Allowable Operating Expenses were more than the amount stated in the Annual Operating Budget. Where the actual expenses exceed the budgeted amount in any given year, regardless of if such was with prior written consent or not, an explanation shall be provided to the City as part of the Annual True-up detailing and justifying as required the additional cost and including any relevant documentation.
5. **ANNUAL OPERATING BUDGET.** For each Contract Year during the Term, and no later than September 1 of each year, the Company shall submit for CLT's approval a recommended Annual Operating Budget for the next subsequent Contract Year. Within thirty (30) days of receipt of the Annual Operating Budget from the Company, CLT shall either accept or reject the Annual Operating Budget or propose modifications. Prior to the commencement of each Contract Year, the Annual Operating Budget for such Contract Year must have been approved by CLT in writing. In the event that CLT has not approved the Annual Operating Budget for a Contract Year, the Annual Operating Budget for the immediately preceding Contract Year will remain in effect until a new Annual Operating Budget is approved by CLT. Upon CLT's approval of an Annual Operating Budget, that Annual Operating Budget will be binding upon CLT and the Company. During Quarterly and Annual Reviews conducted by CLT, the Company will have the opportunity to discuss and propose amendments to an approved Annual Operating Budget; such amendments, if any, may only be made following the written approval of CLT, which will not be unreasonably conditioned, withheld, or delayed.

6. ALLOWABLE OPERATING EXPENSES.

- 6.1 Allowable Operating Expenses. The Company, on behalf of the City, shall pay all Allowable Operating Expenses as set forth in this Section 5. Allowable Operating Expenses will include, but not be limited to, material costs, inventory costs, payroll and related expenses, uncollectable items, utilities, bonds, insurance as required in Sections 10 and 12 of this Contract, maintenance, repair, sales taxes and any other taxes on purchases, and such other operating expenses approved by CLT or described in the approved Annual Operating Budget. Allowable Operating Expenses, notwithstanding anything contained in this Contract to the contrary, will be the net of any and all discounts and allowances earned and/or realized by the Company as a result of doing business at the Airport. Expenses incurred by the Company that are not approved by CLT as part of an approved Annual Operating Budget or as Uncontrollable Expenses, as defined in Section 5.3, will not be an obligation of the City.
- 6.2 Payment of Allowable Operating Expenses. The Company shall establish and maintain a bank account in its own name ("Operating Account") for the purpose of disbursing payments on behalf of the City for Allowable Operating Expenses. On or before the Effective Date, the City shall cause to be deposited to the Operating Account an initial advance to Company of an amount equal to two months of Allowable Operating Expenses provided for in the approved Annual Operating Budget for the first Contract Year. On or before the first day of each and every consecutive month following the Effective Date during this Contract's term, City shall cause to be deposited in the Operating Account (i) an amount equal to the monthly pro rata amount of the Allowable Operating Expenses of the approved Annual Operating Budget for the Contract Year for which such deposit is made, (ii) an amount equal to all sales taxes and other taxes deposited in the Operating Account for the previous month to be remitted to the proper taxing authority on behalf of the City, and (iii) advances requested by Company from time to time to ensure that there is an adequate balance in the Operating Account to pay invoices as they become due.
- 6.3 Reimbursement for Uncontrollable Expenses. City acknowledges that Company may incur Uncontrollable Expenses during one or more Contract Years. Should Company anticipate or incur and Uncontrollable Expenses, it shall promptly notify and meet with CLT as soon as reasonably possible to explore means to avoid or mitigate the amount of such Uncontrollable Expenses. CLT shall in good faith promptly consider the circumstances causing the Uncontrollable Expenses and to the extent the Company reasonably establishes that the Uncontrollable Expenses were not the result of willful, wanton, intentional acts

(excepting intentional acts deemed necessary by the Company to prevent danger to life or damage to property), gross negligence of the Company or matter beyond the Company's control, CLT shall authorize and make the prompt payment thereof, or reimbursement of such Uncontrollable Expenses to the Operating Account, as the case may be.

6.4 Non-Reimbursable Expenses. Unless otherwise approved as part of the Annual Operating Budget for a given Contract Year, or specifically authorized in writing by CLT, Company shall not be reimbursed for expenses of the following like and kind:

- 6.4.1 Corporate overhead and cost allocations;
- 6.4.2 Legal fees not incurred in the course of Company's management and operational duties or obligations hereunder;
- 6.4.3 Charitable and political contributions;
- 6.4.4 Travel and entertainment except where required as part of approved operating and marketing costs;
- 6.4.5 Corporate public relations, gifts, dues, and memberships;
- 6.4.6 Any penalties, assessments, or fines issues by any court or authorized government entity or agency, unless such results from the direct action or inaction of City or incurred in the course of Company's management and operational duties and obligations hereunder.

6.5 Cash Losses. Company shall act as custodian of and safeguard until deposited with City all cash and other receipts of City with respect to the performance of this Contract. All cash losses, including cash losses arising out of the criminal acts of officers, employees, or agents of Company, will be the responsibility of Company. Any cash losses caused by a criminal act must be support by copied of field police reports. Cash losses include refunds provided to customers that do not comply with City refund policies.

6.6 Prompt Payment. Provided there has been no delay or default by City in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay from its own funds any penalty, fine, or like assessment resulting from any intentional or grossly negligent late payment of any such obligation under this Contract; provided Company has not been delayed in receipt of authorization to pay such obligation by action, breach, or inaction of City.

6.7 Financial Procedures Manual. Company shall prepare and provide CLT with a Financial Procedures Manual which sets forth, among other things, internal accounting procedures and auditing controls reasonably requested by CLT.

7. **METHOD OF OPERATION.** During the Term of this Contract, Company shall operate as follows, in addition to any requirements set forth in **Exhibit A**.
- 7.1. **Management.** Company shall select and appoint a general manager to oversee the Services. Such person must be an outstanding, highly qualified, and experience manager or supervisor or comparable operations, vested with the power to accept service of all written notices and control the conduct of Company's personnel, subcontracts, and agents. Such person shall be located in the Charlotte region. This person or their designee must be reachable by phone or email twenty-four (24) hours a day, seven (7) days a week. Further, this person will be responsible for ensuring the Services meet the requirements set forth in this Contract.
- 7.2. **Quarterly Meetings.** Company shall, at a minimum, attend quarterly face-to-face meetings between Company and Airport leadership to address successes and concerns in relation to the provision of the Services. Management may be required to attend additional meetings as needed and as requested by the Airport, to include weekly stakeholder meetings.
- 7.3. **Reporting.** In addition to the financial reports required above, Company will provide the City reports containing the information and the frequency as provided in **Exhibit A** as well as any additional information and reports regarding this Contract or the Company's performance of this Contract that CLT may reasonably require.. All reports shall be provided as .csv files.
- 7.4. **Company Offices.** Without the prior written consent of the City, provided as part of the City's Tenant Modification process ("TMA"), Company shall not (a) make any improvements, additions, alterations, or modifications that will permanently or temporarily alter any portion of the Airport facilities used by the Company for office space needed for the completion of the Work; or (b) remove or demolish, in whole or in part, any improvements in such area.
- 7.5. **Drivers Authorization Policy.** If Company operates City owned vehicles during the term of this Contract, Company will provide City with its driving authorization policy contemporaneously with its execution of this Contract, to enable City to review and accept such policy prior to the City's execution of the Contract. The policy must meet the minimum standards of the City of Charlotte Driving Authorization Criteria, as attached as **Exhibit E**. To satisfy the requirements in row 3 concerning satisfactory completion of road tests and completion of safe driving courses, Contractor must provide a description of such programs and testing it has available as a condition to allow its employees to operate Company owned vehicles. Pursuant to the audit provisions established in Section 18, City reserves the right to audit Company's compliance with the applicable policy. The provisions herein shall also apply to any subcontractors of Company, and City shall review such policies prior to any subcontractor performing work for Contractor arising out of this Contract.

8. **BILLING.** Each invoice sent by the Company shall reference the appropriate contract number, purchase order (PO) number and PO line number for each item on the invoice. The City prefers not to receive invoices for goods and services paid for via a purchase card (P Card).

All invoices must include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. Invoices shall be provided by the Company to the City at the frequency set forth in **Exhibit A** or where the exhibit is silent, invoices should be submitted monthly. However, at no time should invoices be submitted for what that has yet to be completed. The Company shall send one (1) copy only of each invoice to: cocap@charlottenc.gov with copy to the contacts listed in Section 32.

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the services.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Detailed billing information is set forth in the Invoice Requirements, attached hereto as **Exhibit C**.

9. **GENERAL WARRANTIES.** Company represents and warrants that
- 9.1. It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
 - 9.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 9.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 9.4. 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 Contract;
 - 9.5. In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and
 - 9.6. The Company shall not violate any agreement with any third party by entering into or performing this Contract.
 - 9.7. The Company has sufficient expertise and resources to perform under this Contract.

- 9.8. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 9.9. The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
 - 9.10. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
 - 9.11. The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.
10. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Section 8 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.
11. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**
- 11.1. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:

- 11.1.1. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- 11.1.2. If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- 11.1.3. If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- 11.1.4. If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.
- 11.1.5. However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.
- 11.2. Commercial General Liability. Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- 11.3. Garage Operations Liability Insurance. If providing Valet Services, the Company shall obtain Garage Operations Liability coverage as shall protect from bodily injury and property damage arising out of garage operations. Coverage should include a Broadened Coverage for Garages endorsement from CA 25 14. The amounts of such insurance shall not be less than \$2,000,000.00 combined single limit and shall be designated by symbol 21 (any auto) and symbol 30 (auto left with) on the policy.
- 11.4. Garage Keepers Legal Liability. If providing Valet services, the Company shall obtain Garage Keepers Legal Liability as shall protect for loss to an auto left in the Company's care for service, repair, and storage or during operations. The amount of such insurance shall not be less than \$2,000,000.00 per occurrence/aggregate.

Coverage shall be written on a direct primary basis.

- 11.5. Worker's Compensation and Employers Liability. 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. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

12. OTHER INSURANCE REQUIREMENTS.

- 12.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 12.2. The Company shall not commence any work in connection with this 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 Contract.
- 12.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 12.4. 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.
- 12.5. The Company 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 Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnites.
- 12.6. 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.

13. **PERFORMANCE BOND.** Within forty-five (45) days after the execution and delivery of this Contract, Company shall furnish the City with a Performance Bond insuring Company's performance of this Contract in an amount equal to fifty (50%) of the total Contract value as set forth in the approved Budget for Contract Year 1. Company shall renew such Performance Bond at least thirty (30) days prior to each subsequent Contract Year in an amount equal to fifty percent (50%) of the total Contract value for that Contract Year. Each

Performance Bond shall be issued by a surety company licensed to do such business in the State of North Carolina and reasonably acceptable to the City and shall be maintained in full force and effect throughout the Term of this Contract. The Performance Bond shall be conditioned to ensure the full performance by the Company of all the terms and conditions of this Contract and to stand as security for the payment by Company of any valid claim by City against Company. This is a Surviving Provision, as defined later in this Contract.

14. TERMINATION.

- 14.1. TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- 14.2. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 14.2.1. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 14.2.2. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 14.2.3. The other party 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 Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
 - 14.2.4. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 14.3. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of

the other events of default previously listed):

- 14.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 14.3.2. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.
- 14.3.3. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.
- 14.4. TERMINATION CONVERSION. If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has 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 through the date of the termination.
- 14.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract 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.
- 14.6. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Work performed under this Contract to the date of termination.
- 14.7. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 14.8. AUTHORITY TO TERMINATE. CLT is authorized to terminate this Contract on behalf of

the City.

15. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with CLT to assist with the orderly transfer of the Work, functions and operations provided by the Company hereunder to another provider or to CLT as determined by CLT in its sole discretion.

16. **REMEDIES.**

- 16.1. Right to Cover. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the City may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:

16.1.1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

16.1.2. Deduct any and all expenses incurred by the City in obtaining or performing the Work from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the City from the Company.

- 16.2. Right to Withhold Payment. If the Company breaches any provision of this Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

- 16.3. Setoff. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.

- 16.4. Other Remedies. Upon breach of this Contract, 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 remedy. However, under no circumstances shall the Airport be liable to the Company for damages arising from delay, whether caused by the Airport or not.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for,

bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

18. **AUDIT.** During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
19. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the City.
20. **INSPECTION.** The Airport reserves the right to inspect the equipment, plant or other facilities of the Company to confirm that such conform with the requirements set forth in **Exhibit A** and are adequate and suitable for proper and effective performance of this Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company.
21. **COMPANY 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 shall also assure:
 - 21.1. That its 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.
 - 21.2. Where applicable, that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both the 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.
22. **DUTY OF THE COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL**

AND FACILITIES. The Company shall identify and request in writing from the City in a timely manner the following:

- 22.1. All information reasonably required by the Company to perform each task comprising the Work;
- 22.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
- 22.3. Any other equipment, facility or resource reasonably required by the Company to perform the Work.

Notwithstanding the foregoing, the Company shall not be entitled to request the City provide information, personnel or facilities other than those which **Exhibit A** specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources that is not required under **Exhibit A** or requested in writing. However, where the Company provides written notice and the City fails to provide included information, personnel, facility or resources, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by the Company for any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

23. COMPLIANCE WITH SECURITY MEASURES. Company acknowledges and agrees that:

- 23.1. CLT has offices in the secured area of the Airport, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;
- 23.2. Access to the Airport, to the airfield or other secured area 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 Contract, and as may be modified from time to time;
- 23.3. Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by CLT;
- 23.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and
- 23.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and
- 23.6. 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; and

23.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

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

25. **FEDERAL CIVIL RIGHTS REQUIREMENTS.**

25.1. General Civil Rights. In all its activities within the scope of its airport program, the Company 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age, or handicap 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. The above provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

25.2. the period during which the property is used by the airport Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

25.3. the period during which the airport Sponsor or any transferee retains ownership or possession of the property.

25.4. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees as follows:

- 25.4.1. Compliance with Regulations: The Company (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. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.
- 25.4.2. Non-discrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 25.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Company 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 Company of the Company's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 25.4.4. Information and Reports: The Company 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 Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company 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.
- 25.4.5. Sanctions for Noncompliance: In the event of a Company'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: (i) Withholding payments to the Company under the contract until the Company complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in

part.

25.4.6. Incorporation of Provisions: The Company 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 Company 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 Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

26. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES.** During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 26.1. 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);
- 26.2. 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);
- 26.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 26.4. Section 504 of the Rehabilitation Act of 1973, (29 USC § 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);
- 26.5. The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 26.6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 26.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- 26.8. 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 accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 26.9. The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 26.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 26.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- 26.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).
27. **COMPANY WILL NOT SELL or DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
28. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's Project Manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises. Further, the Company shall be responsible for any damage to or loss of the City's equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractor.

29. **NO LIENS.** All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.

30. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

30.1. The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

30.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

30.3. The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.

31. **AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM.**

This Contract is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in the connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

Company agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into and, further, to cause those businesses to similarly include the statements in any further agreements.

Company is obligated to participate in and abide by all aspects of the City's Airport Concessions Disadvantaged Business enterprise ("ACDBE") Program which has been provided to Company.

Company's ACDBE participation goal will be XX.xx%. Such goal will be based upon the concessions' expenses associated with goods and services.

Company agrees to use its best efforts to utilize certified ACDBEs in the performance of this Contract. The obligations of both City and Company under this Contract shall be subject to the provision of all federal regulations relating to ACDBEs.

Company's failure to use its best efforts to comply with the terms of this Section shall be an

Event of Default under this Contract.

32. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. 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.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	Fax:
	E-mail:
With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone:
	Fax:704-3
	E-mail:

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

33. MISCELLANEOUS.

- 33.1. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.

- 33.2. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 33.3. Entire Contract. This Contract including all Exhibits constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bid, written or oral.
- 33.4. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 33.5. Assignment, Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 33.6. Governing Law and Jurisdiction. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 33.7. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 27.13 constitute an assignment.
- 33.8. Survival of Provisions. Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including but not limited to all definitions and Sections 99.9, 9.10, 10, 12.5, 14, 15, 16 and 33.6.
- 33.9. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining

portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract 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 Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 33.10. No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by CLT.
- 33.11. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract 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 Contract 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 Contract shall be effective unless in writing and signed by the party waiving the rights.
- 33.12. Change in Control. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) 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 (ii) 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.
- 33.13. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 33.14. No Limitations on Disclosure. The Company agrees that the Airport shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or the ITB. The Company specifically agrees that the Airport can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.

- 33.15. No Bribery. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 33.16. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will 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 OSHA regulations applicable to the work.
- 33.17. Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- 33.18. Prompt Payment. Provided that there has been no delay or default by city in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay out of its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any obligation related to this Contract. City shall have the right to contact Company's vendors to verify compliance with this provision.
- 33.19. Ownership of Work Product. 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 Contract (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. 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. Any modification of the Deliverables by the City without the involvement of the Company shall be at the sole risk of the City. 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 Contract are bound by the terms of this Section. The Company shall, as required for the performance under this Contract and otherwise upon the request of the City or upon expiration or termination of this Contract, deliver to the City all Deliverables. Company acknowledges that all information included in the material provided under

- this Contract 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. Company 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 on if any material submitted is in fact protected by an exception to North Carolina's public record law. Company agrees that the City may reveal any trade secrets or confidential information to City staff, consultants or third parties assisting with this Contract. Where information is marked Trade Secret or confidential, Company agrees as a separate indemnity, 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 Company's designation of said material as a trade secret or confidential.
- 33.20. Confidentiality Requirements. The Company acknowledges that it is bound by all terms and conditions contained in the Confidentiality Requirements with respect to any confidential information which it obtains access to in connection with this Contract. A signed copy of this Contract is attached hereto as part of **Exhibit B**.
- 33.21. e-Builder. Company may be required to use the City's web-based project control software ("e-Builder") for records retention and management of all Work documentation. Information on e-Builder can be found at www.e-builder.net. Documents, forms, and processes that will be used in e-Builder by the City, City's representatives and Company include but are not limited to: project drawings (including as-builts), submittals, required reports, project photos, project schedule, requests for information, change notices, change requests, project plan, letters, meeting notifications, meeting minutes and other communication. If an item is not covered by e-Builder, submission shall be as directed by the City or City's representative. City will provide access and technical service for five (5) e-builder licenses at no cost to the Company. Any additional e-Builder licenses will be the responsibility of the Company to purchase as needed. The City will provide training at no cost to the Company.
- 33.22. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject

- matter of this Contract or the City's position on any issue relating to this Contract; or (2) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. 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 Contract for default.
- 33.23. No Third Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- 33.24. E-Verify. E-Verify. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that each of its subcontractors also do so.
- 33.25. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. By executing this contract, Company represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.
- 33.26. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 33.27. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days.
- 33.28. Conflict of Interest. The Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. The Company or its subcontractor has not made and will not make any gifts to City employees or officials in connection with this Contract.
34. **NON-APPROPRIATION OF FUNDS.** If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.



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

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

EXHIBIT C - BUDGET TEMPLATE

VALET AND/OR PARKING SERVICES BUDGET WORKSHEET						
DESCRIPTION	FY2027	FY2028	FY2029	FY2030	FY2031	Explanation of Cost/Additional Detail/Notes
Personal Services/Labor/Personnel						
Wages - Salary						
Wages - Hourly						
Wages - Overtime						
Payroll Taxes						
Workers Comp						
Health Insurance						
*List other items as needed						
Total						
Operating Expenses						
Management Fees						
Office Supplies						
Lot Supplies						
Uniforms						
Mystery Shops						
Customer Support Supplies						
Licenses/Fees/Inspections						
Postage						
Phones						
Utilities						
Liability Insurance						
*List other items as needed						
Total						
Total Expenses						

Provide a Budget for each Calendar Year of the potential Contract for either Option A (Parking Services), Option B (Valet Services), or Option C (Both Parking Services and Valet). If Option C is selected, please provide additional detail as to what Personal Services and Operating Expense line items are applicable to which service. Any price increases must be factored into subsequent budget years and additional detail must be provided as justification for the price increase (e.g., a 2% annual increase for salaries). Proposed Budgets need not copy this format or wording, but should generally reflect the breakdown of line items across each year of the potential Contract. Please add additional lines or pages as needed. When

END OF ADDENDUM