

Public Records Request #2576

The following materials have been gathered in response to public records request #2576. These materials include:

- Email Correspondence

This information was provided as a response to a public records request on 12/19/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

From: Google Alerts <googlealerts-noreply@google.com>
Sent: Saturday, July 13, 2019 1:03 PM
To: Poole, Ajonelle
Subject: [EXT] Google Alert - BLUE LINE EXTENTION

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BLUE LINE EXTENTION

Daily update · July 13, 2019

NEWS

[Same company that overbilled city gets more money from Charlotte City Council without question](#)

WCNC.com

HNTB, the construction management company in charge of the **Blue Line Extension** project, received up to \$4.2 million more to finish the job Monday ...



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From: Green, Krystal
Sent: Friday, July 12, 2019 5:09 PM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

From: Results@tveyes-alerts.com
Sent: Friday, July 12, 2019 5:08:33 PM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

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Media Alert - Blue Line Extension - WCNC-CLT (NBC)

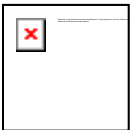


[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 5:00
7/12/2019 5:08:08 PM

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millions of dollars more. >> it's our defenders latest discovery related to the company htnb that manages the city's blue line extension project. >> even more eye opening, the city council rubber stamped the additional money this week without asking a single question. >> nathan morabito is live at 5:00 for us, pressing council members for answers. nathan, what do they say about this?



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From: Green, Krystal
Sent: Saturday, July 13, 2019 6:07 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

From: Results@tveyes-alerts.com
Sent: Saturday, July 13, 2019 6:07:20 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

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Media Alert - Blue Line Extension - WCNC-CLT (NBC)

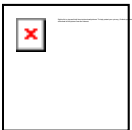


[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:06:53 AM

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investigation. city auditors questioned millions of dollars in unnecessary payments to a company managing the blue line extension. city council gave that same company millions more dollars. we have learned half of those councilmembers previously received campaign contributions from hntb, the company in question. there is a widespread audit of all city contracts with that company.



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From: Green, Krystal
Sent: Monday, July 15, 2019 8:02 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - CityLYNX Gold Line

From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:01:29 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - CityLYNX Gold Line

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Media Alert - CityLYNX Gold Line



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[Gold Line on Fox 46 Carolinas - Charlotte, NC](#)

Fox 46 News 10pm

7/14/2019 10:17:34 PM

crews will install a track in an effort to complete phase two of the gold line. after the intersection opens in August, we will work on the Hawthorne Lane bridge. New video shows eight hundred acre brush fire.



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/14/2019 11:38:06 PM

closed -- for about a month. crews will lay tracks -- for the gold line extension. and detours will be set up in the area. it's hot outside... ..but that's no reason not



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

Spectrum News

7/15/2019 12:38:16 AM

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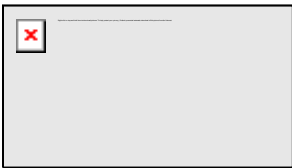


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[Gold Line on WSOC-CLT \(ABC\) - Charlotte, NC](#)

Eyewitness News Daybreak 5:00A

7/15/2019 5:02:35 AM

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[Gold Line on WCCB - Charlotte, NC](#)

WCCB News Rising 5AM

7/15/2019 5:34:14 AM

hawtho street will close so crews can start layn train tracks as part gold line project. this isf the\$150 millionr ext project thats sparked some ntroversy. the intersection will close at this morning and reopen until august12th.



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7/15/2019 6:23:32 AM

street and hawth that will be closed because they are laying tracks for the gold line extension. something to keep in mind. you will know how to reroute your self.



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[Gold Line on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00

7/15/2019 6:31:49 AM

seven street at hawthorne, closed for 28 crews put down phase 2 of the gold line extension, take the tour randolph as your alternate route, for drive times, raquel is 77-45, over 10 minutes,



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7/15/2019 6:40:27 AM

the intersection of seventh street in hawthorne lane close because that gold line extension project they are laying down the tracks on that. don't worry, there will be detail signs tell you where to



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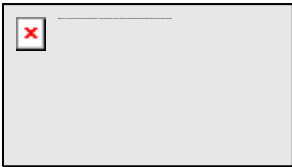


[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:24:30 AM

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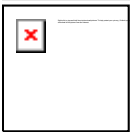


[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:32:39 AM

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street. the intersection there. this is part of the gold line extension project. they're laying down the tracks there. so they're closing that



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From: Green, Krystal
Sent: Monday, July 15, 2019 8:04 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - CityLYNX Gold Line

From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:02:46 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - CityLYNX Gold Line

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Media Alert - CityLYNX Gold Line



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[Gold Line on Fox 46 Carolinas - Charlotte, NC](#)

Fox 46 News 10pm

7/14/2019 10:17:34 PM

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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/14/2019 11:38:06 PM

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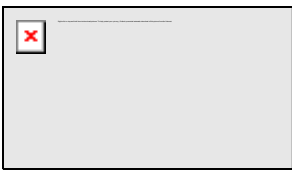
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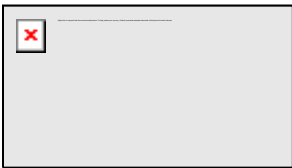
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NBC Charlotte @ 6:00

7/15/2019 6:31:49 AM

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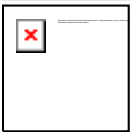


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From: Green, Krystal
Sent: Saturday, July 13, 2019 8:02 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - LYNX Blue Line Extension

From: Results@tveyes-alerts.com
Sent: Saturday, July 13, 2019 8:02:17 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - LYNX Blue Line Extension

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[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:06:53 AM

unnecessary payments to a company managing the blue line extension. just this week, the charlotte city council gave that same company millions more dollars. we have learned half of those



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From: Green, Krystal
Sent: Monday, July 15, 2019 8:05 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - LYNX

From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:05:14 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - LYNX

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Media Alert - LYNX



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[Lynx on WCNC-CLT \(NBC\) - Charlotte, NC](#)

New Amsterdam

7/14/2019 10:45:57 PM

and helps you fix them. what's in your wallet? your cat an a lynx share the spirit of the wild. and a love for meat. that's why there's blue wilderness.



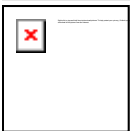
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[Lynx on WCNC-CLT \(NBC\) - Charlotte, NC](#)

Today

7/15/2019 7:54:34 AM

to quit smoking, call 1-800-quit-now. your cat an a lynx share the spirit of the wild. and a love for meat. that's why there's blue wilderness.



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From: Green, Krystal
Sent: Sunday, July 14, 2019 8:14 AM
To: Poole, Ajonelle; Sheldon, Juliann; Kinard, Olaf
Subject: FW: [EXT] Media Alert - Pineville Ballantyne

From: Results@tveyes-alerts.com
Sent: Sunday, July 14, 2019 8:14:00 AM (UTC-05:00) Eastern Time (US & Canada)
To: Green, Krystal
Subject: [EXT] Media Alert - Pineville Ballantyne

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Media Alert - Pineville Ballantyne



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[Pineville +Ballantyne on Fox 46 Carolinas - Charlotte, NC](#)

Fox 46 News at 6pm
7/13/2019 6:00:24 PM

sent usvideo it shows a dan condition in ballantyne at that the rising right aloarvinroad in johnstonand take a look at this for in pineville in the lastinety minutes you can see the wind wasipping the trees of the heavy rain came down.

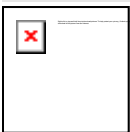


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[Pineville +Ballantyne on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:02:34 PM

lake wiley over to pineville and even back towards ballantyne and weddington as well. this rain as you are about to head out the door, maybe you are taking 77, just ad heading



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From: Green, Krystal
Sent: Thursday, July 11, 2019 3:08 PM
To: Kinard, Olaf; Poole, Ajonelle
Subject: FW: [EXT] Media Request

Follow Up Flag: Follow up
Flag Status: Completed

FYI

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 3:04 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: FW: [EXT] Media Request

From: Morabito, Nate [<mailto:NMorabito@wcnc.com>]
Sent: Thursday, July 11, 2019 2:19 PM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: [EXT] Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Britt,

Since Jeremy is off this week, I just wanted to let you know I just emailed all members of council about Monday's consent agenda vote regarding HNTB, requesting comment from each member. This is ahead of a story we expect will run tomorrow at 6 pm.

Here is the basic email I sent with some variation for those council members who previously received campaign contributions from HNTB:

Good Afternoon,

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Please let me know if any of the council members, mayor, etc want to address this.

Thanks!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>
Instagram: nateinvestigates
Twitter: NateMorabito



From: Green, Krystal
Sent: Monday, July 15, 2019 11:52 AM
To: Kinard, Olaf; Poole, Ajonelle; Lewis Jr., John M.
Subject: FW: [EXT] Public Records Request

Follow Up Flag: Follow up
Flag Status: Flagged

See below.

From: Clampitt, Brittany
Sent: Monday, July 15, 2019 11:32 AM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>; Elkins, Susan <selkins@ci.charlotte.nc.us>; Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>
Cc: Flotree, Cheyenne <Cheyenne.Flotree@ci.charlotte.nc.us>
Subject: FW: [EXT] Public Records Request

Hi all,

See below for a records request from Nate Morabito at WCNC. It will require that we pull our own emails as well as coordinate within our respective departments.

CCM team, put your emails in this file on the G drive: [G:\2019 Project Management Tracking\2019 Media Relations \(General\)\Public Records Requests\071519 - 2576 - Nate Morabito, WCNC, HNTB Communications](G:\2019 Project Management Tracking\2019 Media Relations (General)\Public Records Requests\071519 - 2576 - Nate Morabito, WCNC, HNTB Communications)

Krystal and Susan, if you would send me a link to a public folder where you put records for your departments, I will combine with CCM records.

Let me know if you have questions,

Britt

From: Morabito, Nate [<mailto:NMorabito@wcnc.com>]
Sent: Monday, July 15, 2019 9:50 AM
To: Charlotte Communications & Marketing <charlottecommunicationsmarketing@charlottenc.gov>
Subject: [EXT] Public Records Request

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Good Morning,

Can you please provide electronic copies of all emails sent to and/or from city council members, the city manager's office, CATS CEO's office, communications and CATS communications employees with the words "HNTB" "NBC Charlotte" "WCNC" and/or "Morabito" from Thursday, July 11 through today, July 15 at 10:00 am excluding any emails sent from my email address to any of these parties?

Please let me know if you have any questions.

Thank You,
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Poole, Ajonelle
Sent: Thursday, July 11, 2019 3:04 PM
To: Green, Krystal
Subject: FW: [EXT] Re: Media Request

Do you know about this?

Thank you so much,
-AP

-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 9:41 AM
To: Poole, Ajonelle <Ajonelle.Poole@ci.charlotte.nc.us>; Warren, Tabitha <tcwarren@ci.charlotte.nc.us>
Subject: FW: [EXT] Re: Media Request

Ajonelle,

I see that Juliann and Krystal are both out today. Can you work with Tabitha to address this media question?

Britt

-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 9:36 AM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Warren, Tabitha <tcwarren@ci.charlotte.nc.us>; Sheldon, Juliann <Juliann.Sheldon@ci.charlotte.nc.us>
Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: FW: [EXT] Re: Media Request

Can you all address this question?

-----Original Message-----

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

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>
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>
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> Nate, videos are archived on our Facebook page. You can watch there.

>
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> From: Morabito, Nate [mailto:NMorabito@wcnc.com]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

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> Thanks,

> Nate

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>> Hey Nate,

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>>
>> Jeremy

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>>> Thanks!

>>> Nate

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>>>
>>> Thanks!
>>> Nate

>>>
>>> Sent from my iPhone

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:10 PM
To: Brown, Kenneth
Cc: Kinard, Olaf; Poole, Ajonelle
Subject: FW: [EXT] Re: Media Request

-----Original Message-----

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:09 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Hi Nate,

CATS is currently evaluating possible cost recovery related to the audit findings.

Thanks,
Krystal Green
Public & Community Relations Manager
Charlotte Area Transit System
www.ridetransit.org
(704) 432-0496 Office
(980) 297-3994 Cell
(980) 722-0311 Media Line

-----Original Message-----

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 9:47 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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Great. Thank you

-----Original Message-----

From: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wcnc.com>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>

Subject: RE: [EXT] Re: Media Request

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Krystal Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

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Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
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> Sent: Tuesday, July 9, 2019 10:16 AM
> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>
> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
> Subject: [EXT] Re: Media Request

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> Thanks,
> Nate

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>> Hey Nate,

>> I am out this week... so cc'ing Britt on this.

>>

>> Jeremy

>>

>>

>>

>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wcnc.com> wrote:

>>>

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>>>

>>> Thanks!

>>> Nate

>>>

>>> Sent from my iPhone

From: Green, Krystal
Sent: Friday, July 12, 2019 4:31 PM
To: Brown, Kenneth; Clampitt, Brittany
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: [EXT] Re: Tonight's Story

FYI

From: Green, Krystal
Sent: Friday, July 12, 2019 4:30 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Subject: RE: [EXT] Re: Tonight's Story

Thanks for the heads up. Please follow the safety rules below.

- No tripods can be used on station platforms. None can be used inside the vehicle.
- Do not raise/extend anything such as a light, reflector, etc. over your head while on any station platform. This action could create an arc from the overhead catenary and cause serious injury.
- Do not use reflectors/flashes/lights as trains enter/exit the station.
- Do not impede anyone getting on/off the vehicle.
- Valid fare is required to ride. Download the [CATS Pass](#) mobile app for an easy way to pay.
- Always film from the trailing (back) train/car.
- Always hold on while train is moving. Be prepared for sudden stops and train movement.
- Do not speak to/film the operator while they are operating the vehicle.
- If a passenger does not want to be filmed/interviewed, honor that.
- You are responsible for any model releases.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

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Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

On Jul 12, 2019, at 4:16 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:33 PM
To: Brim, Jill; Goforth, Kelly
Cc: Poole, Ajonelle
Subject: Fw: HNTB additional work ...

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:32 PM
To: Kelly, Brent
Cc: Kinard, Olaf
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:28:34 PM
To: Green, Krystal
Subject: HNTB additional work ...

Krystal,

I'm sorry. I read this to my wife and asked her if she knew what the work was for -- she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
- 2) last phase of the product
- 3) HNTB is the lead contractor & will oversee the work of Balfour.

4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CATs person because they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

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To: Clampitt, Brittany; Brown, Kenneth
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: Tonight's Story

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As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

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To: Green, Krystal
Subject: RE: HNTB additional work ...

<https://www.wcnc.com/article/news/investigations/investigators/same-company-that-overbilled-city-gets-more-money-from-charlotte-city-council-without-question/275-35811328-3ecd-47b9-9fec-b9168dd10325?fbclid=IwAR12mA3bq8XAI21UI2W54aCWKV34WPEHnrWLxebKmFpOI09cad2iXDkUv0s>

Thank you so much,
-AP

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:33 PM
To: Brim, Jill <jmbrim@ci.charlotte.nc.us>; Goforth, Kelly <kgoforth@ci.charlotte.nc.us>
Cc: Poole, Ajonelle <Ajonelle.Poole@ci.charlotte.nc.us>
Subject: Fw: HNTB additional work ...

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:32 PM
To: Kelly, Brent
Cc: Kinard, Olaf
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:28:34 PM
To: Green, Krystel
Subject: HNTB additional work ...

Krystel,

I'm sorry. I read this to my wife and asked her if she knew what the work was for - - she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
 - 2) last phase of the product
 - 3) HNTB is the lead contractor & will oversee the work of Balfour.
 - 4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
- Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CAT's person because they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Poole, Ajonelle
Sent: Friday, July 12, 2019 11:29 AM
To: Goforth, Kelly
Subject: RE: WSOC-TV

Hello Kelly,

Thank you! Sorry to get back to you so late in the week. I looked through our TV media tracker and did not see anything WSOC did on HNTB. I DID see Joe Bruno post a few ([tweets](#)) about it, but that was it. Now I used keywords, but if you know what time it came on on Monday I can try to pull the whole news segment and watch it.

Also, would you be able to send me the HNTB BLE contract? I'm specifically looking at the 11.8.3 and 11.7.5 sections, but would also like the whole contract for future reference. I tried to find it on the O:drive to no avail.

Thank you so much,
-AP

From: Goforth, Kelly
Sent: Wednesday, July 10, 2019 3:26 PM
To: Poole, Ajonelle <Ajonelle.Poole@ci.charlotte.nc.us>
Subject: Re: WSOC-TV

No problem! Hope you are feeling better!

Sent from my iPhone

On Jul 10, 2019, at 3:21 PM, Poole, Ajonelle <Ajonelle.Poole@ci.charlotte.nc.us> wrote:

Hello Kelly,

I apologize, I have been out sick. I will check the media tracker tomorrow and see if I can send you this report.

Thanks!

-AP

(Please excuse any typos. Sent from my iPhone)

On Jul 9, 2019, at 3:18 PM, Goforth, Kelly <kgoforth@ci.charlotte.nc.us> wrote:

Ajonelle,

There was a brief report on WSOC-TV last night on the HNTB amendment. Do you have a copy of that?

Thanks

Kelly

Sent from my iPhone

From: Goforth, Kelly
Sent: Friday, July 12, 2019 12:03 PM
To: Poole, Ajonelle
Subject: RE: WSOC-TV
Attachments: Construction Management for the BLE (Bid).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks Ajonelle, I think it was the 6:00 segment. The HNTB contract is on e-Builder. I've attached it. There have been several amendments; I've attached only the original contract.

From: Poole, Ajonelle
Sent: Friday, July 12, 2019 11:29 AM
To: Goforth, Kelly <kgoforth@ci.charlotte.nc.us>
Subject: RE: WSOC-TV

Hello Kelly,

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Sent from my iPhone


AIA Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 1st day of March in the year 2013

BETWEEN the City:

City of Charlotte
600 East Fourth Street
Charlotte, North Carolina 28202

and the Construction Management Consultant:

HNTB North Carolina, PC, an affiliate of HNTB Corporation
121 West Trade Street, Suite 2050
Charlotte, North Carolina 28202

for the following Project:

LYNX Blue Line Extension (BLE)

(Paragraph deleted)

The Designer:

STV/Ralph Whitehead Associates
1000 West Morehead Street, Suite 200
Charlotte, North Carolina 28208
PHONE: 704-372-1885

The City and Construction Management Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 13 SCOPE OF THE AGREEMENT

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ARTICLE 1 GENERAL INFORMATION

§ 1.1 The Construction Management Consultant ("CMC") accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish construction administration, supervision and management services for the Project in an expeditious and economical manner consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The CMC shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The City shall endeavor to promote harmony and cooperation among the City, Designer, CMC and other persons or entities retained by the City for the Project. The CMC shall perform its Services in close coordination with the City, Designer, and other third-party entities employed by the City for the Project. The CMC represents that it has a general understanding of the Designer's organization, including the subcontracting relationships. The CMC also represents that it has a general understanding of the City's organization and its decision making processes. The City has entered or will enter into other agreements that the City has deemed necessary for the successful completion of the Project. It is the parties' intentions that work under various agreements be coordinated in such a way as to facilitate cooperation toward a common end.

§ 1.1.1

(Paragraphs deleted)

This Agreement is for Phase One and shall not exceed \$3,000,000.00. The City has selected the CMC to perform Basic Services as described in Article 3 and **Exhibit 1**. The City anticipates that additional money may become available after July 1, 2013 for Phase Two (Anticipated Amendment No. 1). Phase Two shall not to exceed \$34,662,798.00. At the time of execution of this Agreement the funding for Phase Two has not been approved by City Council. The City is in no way contractually obligated to pay the CMC such amount unless and until City Council approves the Phase Two contract amendment. Furthermore, despite City Council approval for Phase Two, the City shall only be contractually liable to pay the CMC for Services performed at the amounts established in each limited Notice to Proceed ("NTP"). However, this Agreement creates no rights or obligations for the CMC to perform any Services in excess of \$3,000,000.00 unless specific written authorization to proceed with such Services is received from the City. Any Services performed by the CMC whose value exceeds the \$3,000,000.00 currently programmed to this Agreement shall be at the CMC's sole expense, unless the CMC has received such written authorization prior to performing the Services.

§ 1.1.2 The Project's physical characteristics: The Project is a component of a multi-disciplinary corridor growth strategy which integrates land use, transit, and transportation. This concept supports the "Centers, Corridors and Wedges" vision where dense, mixed use, land uses would be focused into the transit corridors.

The BLE, which is an extension of the existing light rail line (LYNX Blue Line), will consist of approximately 9.3 miles double track light rail roadbed along the entire length of the Project. Most of the alignment will be at-grade, however there will be certain locations where there will be grade separations of major streets, environmental features or railroad tracks. All remaining roadway crossings of the alignment will be at-grade with appropriate crossing protection provided by the Project. The Project includes eleven (11) proposed stations; four (4) with parking and seven (7) without parking. Approximately, 3,000 parking spots will be provided at the four (4) park & ride lots, including parking decks at the University City Boulevard Station and the JW Clay Boulevard Station. All platforms will be approximately 300 feet long to accommodate a 3-car train set. Stations will use either a center or side platform configuration.

The BLE begins at the existing LYNX Blue Line terminus which is Seventh Street in Center City Charlotte. The first ½ mile of the Project is within right-of-way (ROW) acquired by the City from Norfolk-Southern Railway (NSR) and North Carolina Railroad (NCRR).

The next 1.5 miles of the BLE are within NCRR ROW and then transitions into and through a portion of the NSR Intermodal Yard. The alignment transitions from the NSR Intermodal Yard, into a small piece of City property, and then back into NCRR ROW, just north of the Matheson Street bridge, and remains within the NCRR ROW for over 2 miles. The NCRR ROW contains an active double track freight line, which the BLE alignment parallels. Near Old Concord Road, the alignment transitions into the median of North Tryon Street, which is NCDOT ROW, where it remains for the next 4 miles. The median running section will not be within a travel lane, but will be within a designated light rail guideway, where vehicle/pedestrian access will be limited to prescribed intersections or crossings.

Just north of Institute Circle, the alignment crosses under the northbound lanes of North Tryon Street to enter the campus of the University of North Carolina at Charlotte (UNC Charlotte), where it terminates at the UNC Charlotte Station.

The BLE is planned to operate 7 days a week from approximately 5:00 am to 1:00 am daily. Initially, the BLE will operate 2-car trains with 7.5 minute headways. In the long-term (beginning in approximately 2025), Charlotte Area Transit System (CATS) plans to operate 10 minute 3-car train operations. The Project includes the procurement of twenty-two (22) Light Rail Vehicles (LRVs). The South Boulevard Light Rail Facility (SBLRF) is the existing light rail maintenance and storage yard. A storage yard to accommodate the additional LRVs will be constructed with the Project. The proposed site to accommodate such storage is at the existing NSR Intermodal Yard along Brevard Street. Currently NSR is working with the Charlotte-Douglas International Airport (Airport) to relocate NSR's existing Intermodal Yard from Brevard Street to the Airport. The current SBLRF includes areas for routine and major maintenance activities, parts, storage, maintenance, administration, and training. The building also includes operating personnel, management, and the central control center for CATS operations. The Project will include expansion of the central control center at the SBLRF, and the construction of a Central Communications House along the BLE. The Project also includes seven (7) traction power substations, and seven (7) signal houses.

The Project is in the Federal Transit Administration's (FTA) New Start program and was approved for commencement of Final Design in July of 2012. The Draft Environmental Impact Statement (EIS) was published in August 2010, and the Final EIS was published in August 2011. The FTA awarded the City a Full Funding Grant Agreement (FFGA) in October 2012.

(Paragraphs deleted)

§ 1.1.4 The

(Paragraphs deleted)

City's anticipated design and construction schedule shall be as set forth in **Exhibit 2**.

§ 1.1.5 The City intends to procure multiple single-prime Contracts under the competitive bidding process. The CMC shall provide the Services as identified in Article 3 and **Exhibit 1** for the following Project packages:

- .1 **Advanced Utility Relocations** – Segments A, B, and C (3 packages): The work of these contracts consists of the relocation and construction of both public utilities (i.e. water and sewer) by the City and private utilities by the owner.
- .2 **Civil** – Segments A and B/C (2 packages): The work of these contracts consists of the construction of the roadbed necessary to accommodate a double track light rail system. The work may include but not be limited to some utility relocations, drainage, earthwork, bridges, retaining walls, sidewalk, roadway construction, and platform foundations.
- .3 **Station Platforms and Finishes**: The work of this contract consists of the construction of eleven (11) light rail transit stations. The work includes station structures, station platforms, finishes, station canopies, platform furniture, elevators, stairs, lighting, comfort stations, utility installation, and signage.
- .4 **Trackwork and Systems Package(s)**: The work of this contract consists of the furnishing of track materials, which includes rails, concrete cross ties, ballast, crossing pads, turnouts, and all other track components and the construction of all trackwork. The work of this contract also includes all work for traction power, train control, and communications: substations, substation site work, overhead contact system, and other elements related to the construction of the power supply system for the light rail transit system, interlocking, way side controllers, grade crossings, carborne equipment, and spare parts, variable message signs, customer assistance telephones, CCTV, station public address, spare parts, fare collection, and related equipment.
- .5 **Miscellaneous Civil**: The work of this contract consists of miscellaneous construction work added to the Project or work that cannot be negotiated with existing contracts.
- .7 **Freight Relocation**: Coordination of work being performed by Norfolk Southern Railroad (NSR); the work of this contract being performed by NSR is for the relocation of the existing NSR tracks, which includes the furnishing of track materials, rails, cross ties, ballast, turnouts, and all other track components and the construction of all trackwork.
- .7 **CDOT Traffic Signal**: Coordination of work being performed by CDOT; the work of this contract is being managed and procured by CDOT for the traffic signal work, both temporary and

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permanent, along the alignment which includes signals, poles, and all other traffic control components and the construction of all traffic signal work.

- .8 Station Park-and-Ride Lots:** The work of this contract consists of the construction of two (2) park-and-ride lots. The work includes lighting, utility installation, drainage, earthwork, sidewalks, roadway modifications, paving, signage, and pavement markings

(Paragraphs deleted)

§ 1.1.7 Other Project information:

The CMC will track billing for charges or work performed for the purposes of relocating NCRR/NSR tracks necessary to connect to existing tracks per BLE design, including the construction of a bridge over 36th street for freight tracks. These charges can be included in the overall invoice, but must be accounted for separately to allow the City to submit to NCDOT for reimbursement.

The CMC will coordinate Project activities with NCDOT for interaction with all NCDOT projects falling within BLE Project limits.

§ 1.1.8 The City identifies the following representative in accordance with Section 5.5:

John Mrzygod
BLE Manager of Construction (MOC)
City of Charlotte / Engineering & Property Management
600 East Fourth Street
Charlotte, North Carolina 28202
Phone: (704) 336-2245
Fax: (704) 336-6586
Email: jmrzygod@ci.charlotte.nc.us

(Paragraphs deleted)

§ 1.1.10 The City will retain/provide the Contractors as stated in Section 1.1.5 and the following consultants that the CMC will coordinate with in the performance of the Services:

.1

(Paragraphs deleted)

Environmental Services

(Paragraphs deleted)

.2 Materials and Special Inspections Engineer

(Paragraphs deleted)

.3 Design Engineer of Record

.4 Safety and Security Services

(Paragraphs deleted)

.5 Other: Miscellaneous services under the Design Engineer's contract.

§ 1.1.11 The CMC identifies the following representative in accordance with Section 2.4:

Henry Liles
HNTB North Carolina, PC
121 West Trade Street
Charlotte, NC 28202
Direct Phone: (919) 424-0463
Fax: (919) 546-9421
Email: hliles@hntb.com

§ 1.1.12 The CMC's Key Personnel and staffing plan as required under Section 3.3.2

(Paragraphs deleted)

is established in **Exhibit 4**.

Init.

(Paragraphs deleted)

§ 1.2 The City and CMC may rely on the General Information as stated in this Article. Both parties, however, recognize that such information may materially change and, in that event, the City and the CMC may agree to appropriately adjust by written amendment; the CMC's Services and the CMC's compensation. To the extent necessary to render the Services, the City shall grant to or secure on behalf of the CMC a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use in the performance of the CMC's responsibilities under this Agreement, the City's or other Project participant's supplied content, materials or documents. The CMC shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the City or any other Project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights.

ARTICLE 2 CONSTRUCTION MANAGEMENT CONSULTANT'S RESPONSIBILITIES

§ 2.1 The CMC shall provide the Services as set forth in this Agreement. The CMC shall provide such Services in accordance with applicable federal, state and local statutes, ordinances, and rules and regulations.

§ 2.2 The CMC shall perform its Services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The CMC shall perform its Services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The CMC shall provide its Services in conjunction with the services of the Designer as described in the Final Design Contract between the City and Designer, attached as **Exhibit 5**, including any future amendments to the attached Final Design Contract. The CMC shall not be responsible for actions taken by the Designer or Designer's failure to take timely actions to support and maintain the construction schedule.

§ 2.4 The CMC shall identify a representative authorized to act on behalf of the CMC with respect to the Project. This representative shall have full authority to bind and obligate the CMC on all matters arising out of or relating to the Services or the Agreement.

§ 2.5 Except with the City's knowledge and consent, the CMC shall not engage in any activity, or accept any employment, interest or contribution that would create an appearance of Conflict of Interest or reasonably appear to compromise the CMC's judgment with respect to this Project.

§ 2.5.1 The CMC's Services under this Agreement are undertaken to enhance the quality and completion of the City's Project. Although the CMC will exercise the usual and customary degree of care, skill, and diligence of its profession while providing these Services, the responsibility for the design remains fully with the Designer. The CMC does not assume responsibility for any errors, deficiencies, or omissions to the extent attributable to an entity other than the CMC or the CMC's subcontractors, including any other party's failure to comply with any contractual, governmental, or City requirements. The CMC shall not be liable for any delays or damages incurred as a result of the failure of the City, Designer, or Contractors to perform in accordance with their respective contractual responsibilities unless such delays or damages attributable to the Contractors' failure are a result of the CMC's negligence.

§ 2.5.2 The CMC will comply with the schedule set forth in **Exhibit 2**, as amended from time to time during the term of this Agreement, in performing the Services. The parties agree that time is of the essence to this Agreement specifically including, but not limited to, the CMC meeting each completion date specified in this Agreement including, without limitation, **Exhibit 2**; provided, however, the CMC shall not be responsible for delays caused by the City or third parties other than its subcontractors or as stated in Section 2.5.1 above.

§ 2.6 The CMC shall maintain the insurance as specified in Article 12 of this Agreement.

(Paragraphs deleted)

§ 2.7 KEY PERSONNEL

§ 2.7.1 The City and the CMC have designated certain personnel as "Key Personnel" and such personnel are identified **Exhibit 4**. As used in this Agreement, the term "Key Personnel" shall mean all personnel of the CMC or its subcontractors who are identified as Key Personnel in **Exhibit 4**. The CMC shall not: (1) remove the CMC's Key Personnel from the Project or permit its subcontractors to remove Key Personnel from the Project; or (2) materially

reduce the involvement of the CMC's Key Personnel in the Project or allow its subcontractors to materially reduce the involvement of Key Personnel in the Project without the prior written consent of the City, and the City shall have the right to interview all Key Personnel that the CMC proposes to hire or transfer to such positions. The CMC shall not significantly reduce or revise the level of effort described for the Key Personnel without the prior written consent of the City. The CMC acknowledges that having the Key Personnel participate under this Agreement was a major contributing factor in the City awarding this Agreement to the CMC. Accordingly, with the exception of Key Personnel that may become ill, disabled, die or whose employment with CMC is terminated, any change in Key Personnel or any significant change in the level of effort of Key Personnel without the prior written consent of the City may be considered a material breach of this Agreement and grounds for the City to impose sanctions, including termination of this Agreement.

§ 2.7.2 The City shall have the right to require the removal and replacement of any personnel of the CMC or its subcontractors who are assigned to perform Services on behalf of the City. The City shall be entitled to exercise such right in its sole reasonable discretion by providing written notice to the CMC.

§ 2.7.3 The CMC will replace any personnel who leave the Project with equivalently qualified persons. The CMC will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the CMC first receives notice that the person will be leaving the Project. If, for any reason, the CMC gets more than seven (7) days behind in performing and completing the Services required by this Agreement or the Project schedule, the CMC will devote all Key Personnel assigned to the Project to work on the Project on a first priority basis. As used in this Agreement, the term "personnel" includes all staff provided by the CMC or subcontractors, including but not limited to Key Personnel.

§ 2.7.4 The City reserves the right to perform a background check on any personnel performing work or Services in any safety or security sensitive areas of the Project. The CMC shall follow the requirements in the City's Restricted Data Policy attached in **Exhibit 7**.

§ 2.8 LIMITATIONS OF AUTHORITY

§ 2.8.1 The CMC shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City as applicable. The CMC shall have authority as it relates to this Project to act on behalf of the City only to the extent provided herein or in the third party contracts for which the CMC is responsible for managing. In the event of an emergency affecting the safety of persons, the Project, or adjacent property, the CMC, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury or loss.

§ 2.9 PERSONNEL AND FACILITIES

§ 2.9.1 In a timely manner, the CMC, in writing, shall identify and request from the City the following: (i) all information reasonably required by the CMC to perform the Services, (ii) a list of the City's personnel whose presence or assistance reasonably may be required by the CMC to perform the Services, and (iii) any other equipment, facility or resource reasonably required by the CMC to perform the Services. Notwithstanding the foregoing, the CMCCMC shall not be entitled to request that the City provide information, personnel or facilities other than those which Article 3 and **Exhibit 1** specifically require the City to provide, unless the City can do so at no significant cost to the City. The CMC shall not be relieved of any failure to perform under this Agreement by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the CMC failed to identify and request in writing from the City pursuant to this Article; or (ii) which the City is not required to provide pursuant to this Agreement. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the CMC shall notify the City in writing immediately in accordance with the notice provision of this Agreement. Failure to do so shall constitute a waiver by CMC of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

§ 2.9.2 In the event that the CMC causes damage to the City's equipment or facilities, the CMC shall, to the extent that such damages were caused by the negligence of the CMC, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the CMC's action.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGEMENT CONSULTANT'S BASIC SERVICES

§ 3.1 DEFINITION

(Paragraph deleted)

§ 3.1.1 The CMC's Basic Services shall consist of those described in Sections 3.2 and 3.3, as well as **Exhibit 1**, and shall include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Contractors. The Basic Services to be provided by the CMC pursuant to this Agreement shall be performed immediately following issuance and in accordance with the terms of each NTP or written authorization from the City.

§ 3.2 PRECONSTRUCTION

§ 3.2.1 The CMC and the CMC's subcontractors shall provide the Basic Services necessary for the Preconstruction of the Project in accordance with this Article 3, **Exhibit 1**, and any Modifications or Change Orders.

(Paragraph deleted)

§ 3.2.3 The CMC shall prepare, and deliver to the City, a written Construction Management Plan that includes, at a minimum, the following: (1) a Project schedule, (2) cost estimates, (3) recommendations for Project delivery method, and (4) recommendations for Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The CMC shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 DELETED

§ 3.2.5 The CMC shall expeditiously review design documents during their development and advise the City and Designer on proposed site use and improvements, selection of materials, and building systems and equipment. The CMC shall also provide recommendations to the City and Designer on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The CMC shall prepare and periodically update the Master Construction Project Schedule included in the Construction Management Plan for the Designer's review and the City's acceptance. The CMC shall obtain the Designer's approval for the portion of the Master Construction Project Schedule relating to the performance of the Designer's services. The Master Construction Project Schedule shall coordinate and integrate the CMC's Services, the Designer's services, other City contractors or consultants' services, and the City's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 DELETED

§ 3.2.8 As the Designer progresses with the preparation of the Construction Documents, the CMC shall consult with the City and Designer and make recommendations whenever the CMC determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The CMC shall provide recommendations and information to the City and Designer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The CMC shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The CMC shall provide recommendations and information to the City regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 DELETED

§ 3.2.12 The CMC shall update the Master Construction Project Schedule to include the components of the Services and the Work, including phasing of construction, major construction milestones, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy and final inspection requirements of the City.

§ 3.2.13 The CMC shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction. Such requirement shall not include any of the Contractors' materials.

§ 3.2.14 DELETED

§ 3.2.15 The CMC shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CMC shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The CMC shall assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 DELETED

§ 3.2.18 DELETED

§ 3.2.19 The CMC shall utilize industry contacts to assist the City in developing bidders' interest in the Project.

§ 3.2.20 DELETED

§ 3.2.21 The CMC shall advise the City on the acceptability of Contractors and the subcontractors and material suppliers proposed by the Contractors.

(Paragraph deleted)

§ 3.3 CONSTRUCTION

§ 3.3.1 The CMC and the CMC's subcontractors shall provide the Basic Services necessary for the Construction of the Project in accordance with this Article 3, **Exhibit 1**, and any Modifications or Change Orders.

§ 3.3.2 The CMC shall provide a staffing plan to include one (1) or more representatives who shall be in attendance at the Project site whenever the Services and Work are being performed. Such staffing plan, including Key Personnel, shall be that as established in **Exhibit 4**.

§ 3.3.3 The CMC shall provide on-site administration of the Contracts as identified in Section 1.1.5 as set forth in this Agreement.

§ 3.3.4 The CMC shall provide administrative management and related services to coordinate scheduled activities and responsibilities of the various Contractors with each other and with those of the CMC, the City and the Designer. The CMC shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Contractors and those provided by other contractors and consultants, the CMC shall update the Master Construction Project Schedule, incorporating the activities of the City, Designer, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Master Construction Project Schedule shall include the City's occupancy, operation and final inspection requirements showing portions of the Project having occupancy/use priority. The CMC shall update and reissue the Master Construction Project Schedule as required to show current conditions. If an update indicates that the previously approved Master Construction Project Schedule may not be met, the CMC shall recommend corrective action, if any, to the City and Designer.

§ 3.3.6 The CMC shall schedule and conduct Project progress meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Services and Work. The CMC shall prepare and promptly distribute meeting minutes to the City, Designer and Contractors.

Init.

§ 3.3.7 Utilizing information from the Contractors, the CMC shall schedule and coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The CMC shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the City and Designer.

§ 3.3.9 The CMC shall endeavor to obtain satisfactory performance from each of the Contractors. The CMC shall recommend courses of action to the City when requirements of a Contract are not being fulfilled.

§ 3.3.10 The CMC shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the City and Designer as to variances between actual and budgeted or estimated costs. The CMC shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The CMC shall also report the Contractor's cost control information to the City.

§ 3.3.11 The CMC shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The CMC shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The CMC shall develop and implement procedures for the review and processing of applications for payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the CMC shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one (1) Contractor responsible for performing the Work, the CMC shall, within seven (7) days after the CMC receives the Contractor's application for payment, review the application, certify the amount the CMC determines is due the Contractor, and forward the Contractor's application and Certificate for Payment to the City.
- .2 Where there are two (2) or more Contractors responsible for performing different portions of Work for the Project, the CMC shall, within seven (7) days after the CMC receives each Contractor's application for payment: (1) review the applications and certify the amount the CMC determines is due each Contractor, (2) prepare a summary of Contractors' applications for payment by summarizing information from each Contractor's application for payment, (3) prepare a Project application and Certificate for Payment, (4) certify the total amount the CMC determines is due all Contractors collectively, and (5) forward the summary of Contractors' applications for payment and Project application and Certificate for Payment to the City.

§ 3.3.12.3 The CMC's certification of an application for payment shall constitute a representation to the City, based on the CMC's evaluations of the Work and on the data comprising the Contractors' applications for payment, that, to the best of the CMC's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in general conformance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion of the Work, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the CMC. The issuance of a Certificate for Payment shall further constitute a recommendation to City that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an application for payment or a Project application for payment by the CMC shall not be a representation that the CMC has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from the Contractors' subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Init.

§ 3.3.12.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 3.3.12.5.1 The CMC may withhold a Contractor's Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the CMC's opinion the representations to the City required by Section 3.3.12.3 cannot be made. If the CMC is unable to certify payment in the amount of the application for payment, the CMC will notify the Contractor and the City. After the Contractor and CMC cannot agree on a revised amount, the CMC shall notify the City of such dispute and the City shall meet with the CMC and Contractor to determine an acceptable amount for payment. The CMC may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the CMC's opinion to protect the City from loss for which the Contractor is responsible, including loss resulting from the acts and omissions because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the City or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 3.3.12.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 3.3.13 The CMC shall review the safety programs developed by each of the Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the City for any safety programs not included in the Work of the Contractors. The CMC's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor(s), subcontractors, agents or employees of the Contractors or subcontractors, or any other persons performing portions of the Work and not directly employed by the CMC.

§ 3.3.14 The CMC shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the City, Contractor and Designer of defects and deficiencies in the Work. The CMC shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the City and Designer about the rejection. The failure of the CMC to reject Work shall not constitute the acceptance of the Work. The CMC shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Designer and City pursuant to Section 3.3.20.1. Upon written authorization from the City, the CMC may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the CMC shall give timely notice to the City and Designer of when and where the tests and inspections are to be made so that the City and Designer may be present for such procedures.

§ 3.3.15 The CMC shall advise and consult with the City and Designer during the performance of its Services. The CMC shall have authority to act on behalf of the City only to the extent provided in this Agreement. The CMC shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The CMC shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CMC shall be responsible for the CMC's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Contractors' subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

Init.

§ 3.3.16 The CMC shall transmit to the Designer Requests for Information (RFI) of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The CMC shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Designer and City, and, if they are accepted, prepare Change Orders and Change Directives that incorporate the Designer's modifications to the Contract Documents. The Change Order process shall follow CATS' existing change order procedure.

§ 3.3.18 The CMC shall assist in the review, evaluation and documentation of Claims.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the CMC shall prepare, and revise as necessary, a Project Submittal Schedule incorporating information from the City, City's consultants, City's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the CMC. The Project Submittal Schedule and any revisions shall be submitted to the City for approval. The CMC shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for compliance with the submittal requirements of the Contract Documents, coordinate submittals with information contained in related documents, and transmit to the City those that the CMC recommends for approval. The CMC's actions shall be taken in accordance with the Project Submittal Schedule approved by the City, or in the absence of an approved Project Submittal Schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Contractors, the City, or the Designer.

§ 3.3.20 The CMC shall keep a Project daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the City may require.

§ 3.3.20.1 The CMC shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the City, the CMC shall submit written progress reports to the City and Designer, showing percentages of completion and other information identified below:

- .1 Services and Work completed for the period;
- .2 Project schedule status;
- .3 Project Submittal Schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for Information, Change Order, and Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' applications for payment;
- .9 Cumulative total of the Cost of the Work to date, as well as the CMC's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the City may reasonably require:

§ 3.3.20.2 In addition to those items listed in Section 3.3.20.1, the CMC shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the City may require:

§ 3.3.21 Utilizing the documents provided by the Contractors, the CMC shall maintain at the site one (1) copy of all necessary contracts, Contracts, Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The CMC shall maintain records, in

duplicate, of all ongoing construction related documents. The CMC shall make all such records available to the Designer and the Contractor(s), and upon completion of the Project, shall deliver them to the City.

§ 3.3.22 DELETED

§ 3.3.23 With the City's maintenance personnel, the CMC shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the CMC considers each Contractor's Work or a designated portion thereof is substantially complete, the CMC shall, jointly with the Contractor, prepare for the City a Punch List, which lists incomplete or unsatisfactory items and a schedule for their completion. The CMC shall assist the City in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the CMC shall prepare, and the CMC and City shall execute, a Certificate of Substantial Completion of the Work for each Contractor. The CMC shall submit the executed Certificate to the City and Contractor(s). The CMC shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the CMC shall evaluate the completion of the Work of the Contractors and make recommendations to the City when Work is ready for final inspection. The CMC shall assist the City in conducting final inspections.

§ 3.3.26 The CMC shall forward to the City the following information received from the Contractors: (1) certificates of insurance received from the Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The CMC shall coordinate with the Contractors the delivery of all keys, manuals, record drawings and maintenance stocks to the City. The CMC shall forward to the City a final Project application for payment and Project Certificate for Payment or final application for payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents. The CMC shall also schedule training for all systems for the City.

§ 3.3.28 Duties, responsibilities and limitations of authority of the CMC as set forth in this Agreement and shall not be restricted, modified or extended without a written Modification or Change Order.

§ 3.3.29 Upon request of the City, and prior to the expiration of one (1) year from the date of Substantial Completion of the Work, the CMC shall conduct a meeting with the City to review the facility operations and performance, which will be compensated per the terms of the Agreement.

§ 3.4 MODIFICATION

§ 3.4.1 In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Services that includes an alteration of the terms of this Agreement or a global settlement of multiple contractual claims, the City shall issue to the CMC a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, the CMC shall provide the City with a detailed cost or cost reduction and schedule proposal for the Services to be performed or to be reduced. This proposal shall be accepted by the City or modified by negotiations between the CMC and the City and, thereafter, both parties shall execute a written Modification.

§ 3.5 CHANGE ORDERS

§ 3.5.1 The City may at any time, by written order, make changes within the general Scope of Services or Project Schedule to be performed by the CMC. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the Services under this Agreement, whether or not changed by the order, the City shall make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the CMC for adjustment under this clause must be asserted within thirty (30) days from the date of the CMC's receipt of the Change Order; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this

Agreement.

§ 3.6 The City shall have the right to reasonably disapprove, by written notice stating the reasons for the disapproval, any portion of the CMC's Services for the Project. In the event that any of the CMC's Services are disapproved by the City, the CMC shall proceed, when requested by the City, with revisions to the Services to attempt to satisfy the objections. The CMC acknowledges that any review or approval by the City of any Services performed by the CMC pursuant to this Agreement shall not relieve the CMC of the CMC's responsibility to properly and timely perform such Services.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services consist of any work or services not covered by this Agreement as well as those services listed in Section 4.3 that are not included in Basic Services but may be required for the Project. Such Additional Services shall be evidenced by a written Modification.

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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(Rows deleted)

§ 4.2 The CMC or the CMC's subcontractors shall not perform any Additional Services without the prior express written authorization of the City. Any Additional Services provided by the CMC or the CMC's subcontractors without prior authorization and accepted by the City shall be reimbursed to the CMC as determined by the City. The City's calculation of cost for unauthorized, accepted Services shall be final and binding upon the CMC.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. In the event the City desires for the CMC to perform any Additional Services, except for services required due to the fault of the CMC, the CMC will provide such Additional Services at the accepted rates set forth in this Agreement in Exhibit 3. If the rates in Exhibit 3 are not applicable to the Additional Services to be performed, then compensation, including additional fixed fee, if any, for such Additional Services shall be at rates mutually agreed upon between the parties. Except in cases of emergencies, such rates shall be established prior to the performance of any Additional Services.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the CMC shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The CMC shall not proceed to provide the following Additional Services until the CMC receives the City's written authorization. The City reserves the right to perform any Additional Services needed to complete the Project with its own forces or to contract with other parties for performance of said Additional Services.

- .1 Services necessitated by a change in the General Information, previous instructions or approvals given by the City, or a material change in the Project including, but not limited to, size, quality, complexity, the City's schedule or budget for the Project, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.5;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the City;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing which is not included in the current Scope of Services;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the CMC is party thereto and which is not included in the current Scope of Services;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Providing construction support services associated with the Park-and-Ride Garage Construction Packages, including the parking structure, elevators, utilities, drainage, earthwork, retaining walls, paving, lighting, fencing, sidewalks, roadway modifications, paving, signage, and pavement markings.
- .8 Providing construction support services associated with any non-track and systems services involved in up-fitting the existing the South Boulevard Light Rail Facility (SBLRF) including site preparation, utility connections, civil, and building construction.
- .9 Providing construction support services associated with any non-track and systems services involved in constructing the North Yard Dispatch Building.
- .10 Providing geotechnical engineering and materials testing services for the entire Project, excluding the coordination with CATS independent consultant contracted to perform this work.
- .11 Providing environmental remediation services including but not limited to Orphan UST closures, impacted soil removal, soil assessments, groundwater assessments, dewatering, monitoring well replacements, reporting/environmental permits, and consultation.
- .12 Providing DBE program and compliance support including but not limited to developing and managing programs to manage and encourage DBE participation, manage DBE status reporting; provide DBE outreach and intake; and compliance and reporting support.
- .13 Assisting the City in any litigation that in the City's sole discretion or as required by a court, the CMC is necessary to assist the City in the preparation and presentation of its case, including the provision of testimony as both as witness or expert witness at any stage of litigation, including mediation of any nature.
- .14 Review the Contractor's Noise and Vibration Control Plan; monitor implementation; and work with Contractors to resolve complaints as needed.

(Paragraphs deleted)

ARTICLE 5 CITY'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the City shall provide information in a timely manner regarding requirements for and limitations on the Project, including other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within seven (7) working days after receipt of a written request from CMC, the City shall furnish the requested information as necessary and relevant for the CMC to effectively prosecute the Services. In the event that the nature of the information requested reasonably requires more than seven (7) working days to obtain, City will notify CMC within seven (7) working days of that fact.

§ 5.2 The City shall establish and periodically update the City's budget for the Project. If the City significantly increases or decreases the City's budget for the Project, including the Cost of the Services or the Cost of the Work, the City shall notify the CMC. The City and the Designer, in consultation with the CMC, shall thereafter agree to a corresponding change in the budget for the Project, including the Cost of the Services, or in the Project's scope and quality.

§ 5.3 DELETED

§ 5.4 The City shall retain a Designer who is qualified and capable to provide services, duties and responsibilities on this Project. The City shall provide the CMC a copy of the executed agreement between the City and Designer, and any further modifications to the agreement that may affect the Services of the CMC.

§ 5.5 The City shall identify a representative authorized to act on the City's behalf with respect to the Project. The City shall render decisions pertaining to documents the CMC submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the CMC's Services.

§ 5.6 Unless provided by the CMC, the City shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the CMC, the City shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The City shall coordinate the services of its own contractors and consultants, except for those Contractors for which the CMC shall be responsible for, with those Services provided by the CMC. Upon the CMC's request, the City shall furnish copies of the scope of services in the contracts between the City and the City's contractors and consultants. The City shall furnish the services of contractors and consultants other than those designated in this Agreement, or authorize the CMC to furnish them as an Additional Service, when the CMC requests such services and demonstrates that they are reasonably required by the scope of the Project. The City shall require that its contractors and consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The City shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 DELETED

§ 5.11 The City shall provide prompt written notice to the CMC and Designer if the City becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Designer's work or design documents or any fault or defect in the CMC's Services.

§ 5.12 The City reserves the right to perform any services or work related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the CMC's responsibilities under this Agreement. The CMC shall notify the City if any such independent action will interfere with the CMC's ability to perform the CMC's responsibilities under this Agreement.

§ 5.13 Except as otherwise provided in this Agreement and as required by law, or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractors and the CMC's subcontractors through the CMC about matters arising out of or relating to the Contract Documents. The City shall promptly notify the CMC of any direct communications that may affect the CMC's Services.

§ 5.14 Before executing the Contracts, the City shall coordinate the CMC's duties and responsibilities set forth in the Contracts with the CMC's Services set forth in this Agreement. The City shall provide the CMC a copy of the executed agreements between the City and Contractors, including the General Conditions of the Contracts.

§ 5.15 The City shall provide the CMC access to the Project site prior to commencement of the Services and shall obligate the Contractor(s) to provide the CMC access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)

ARTICLE 6 DELETED

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The CMC and the CMC's subcontractors, if any, shall not own or claim a copyright in the plans and specifications created by the Designer, but City shall either provide or have Designer provide CMC and CMC's subcontractors the rights to use the plans and specifications for the Project. The CMC, the CMC's subcontractors, if any, and the City warrant that in transmitting the plans and specifications, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the City and CMC intend to transmit the plans and specifications or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Agreement. The City's liability to the CMC for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including but not limited to, claims for extension of time, for payment by the City of the costs, damages or losses because of changed conditions under which the Services are to be performed, or for Additional Services, shall be governed by the following provisions:

§ 8.1.1.1 The initial Notice of Potential Claims (NOPC) by the CMC shall be made in writing to the City within twenty (20) days of when the CMC becomes aware of the occurrence of the event giving rise to the claim. Written supporting data shall be submitted to the City within twenty (20) days from the date the CMC submits the NOPC to the City, unless the City grants additional time in writing. The CMC agrees that the City shall not be liable for any claim that the CMC fails to submit in accordance with this article or within a reasonable time.

§ 8.1.1.2 The City shall respond to the CMC's claim within twenty (20) days of its receipt of the supporting data by either: (1) approving the claim, (2) denying the claim, (3) requesting additional information from the CMC to enable the City to resolve the claim within twenty (20) days of receipt of the requested information, or (4) determine that the claim presents a disputed issue of fact, which must be resolved in accordance with the Dispute Resolution Section 8.2 below.

§ 8.1.1.3 The CMC shall proceed diligently with its performance as directed by the City, regardless of any pending claim, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Agreement during the pendency of any claim.

§ 8.1.2 DELETED

§ 8.1.3 The CMC shall indemnify and hold the City and the City's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CMC, its employees and its consultants in the performance of professional services under this Agreement. The CMC's duty to indemnify the City under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The CMC and City waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 DISPUTE RESOLUTION

§ 8.2.1 Throughout the performance of this Agreement, disputes or other matters in question between the parties to this Agreement shall be resolved in accordance with this Article 8.

§ 8.2.2 FIRST MEETING IN GOOD FAITH

§ 8.2.2.1 For all disputes, the parties shall first meet in good faith to resolve the matters. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Article. Full compliance with this Article is a precondition to any party to a dispute initiating litigation of any type concerning the dispute.

§ 8.2.3 PARTIES IN INTEREST

§ 8.2.3.1 Any party to this Project that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000.00) may require other parties that are party to the issue or claim and this Project to participate in the dispute resolution process as set forth in this Article. Unless otherwise directed by the City, the CMC shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Article may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Article is a precondition for any party to initiating any form of litigation concerning the dispute.

§ 8.2.4

(Paragraphs deleted)

SUBCONTRACT INCLUSION

(Paragraphs deleted)

§ 8.2.4.1 The CMC shall and hereby agrees to include this Article 8 in every subcontract or any other agreement it enters into with any party related to or that will be involved in this Project.

§ 8.2.5 PARTIES AT ISSUE AND REQUIRED NOTICE

§ 8.2.5.1 If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City in writing of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

- .1 If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the CMC. If the dispute is not resolved through the CMC's informal involvement, then the dispute becomes ripe for the dispute resolution process under this Article, and the party may submit its written notice of dispute resolution to the City.
- .2 The City is under no obligation to secure or enforce compliance with this Article for disputes in which the City is not a party. The City is entitled to notice of the dispute as required by this Article, but has no obligation to administer, mediate, negotiate, or defray any costs of disputes in which the City is not a party, but for the selection of a mediator as set forth below.
- .3 If the City is a party to the issue, the party requesting dispute resolution must submit a written request to the City Project Manager for dispute resolution. A written request for dispute resolution may be summarily rejected by the City if the party submitting such has failed to fully and timely comply with this Articles 8.2.

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- .4 Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Article, the parties to the dispute shall follow the process as set forth in the Article in good-faith. The costs of the process shall be divided equally among the parties.

§ 8.2.6 GOOD FAITH MEETING

§ 8.2.6.1 As required by Section 8.2.2, representatives of each party shall meet as soon as reasonable to attempt in good-faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective parties. The parties may by agreement and in good-faith conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below in Section 8.2.7.

§ 8.2.7 MEDIATION

§ 8.2.7.1 The parties to a dispute that is ripe for mediation under this Article shall proceed in the following manner:

- .1 **SELECTION OF MEDIATOR:** The parties shall in good-faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute, or if the City is not a party to the dispute, but is requested to do so by a party to the dispute.
- .2 **MEDIATION AGREEMENT:** Upon selection of a mediator, the parties to the dispute shall in good-faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Article and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- .3 **STALEMATE:** If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written notice of stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 TERM

§ 9.1.1 This Agreement shall commence on the Effective Date and shall continue in effect until the Services have been completed and accepted by the City. The City may terminate this Agreement, in whole or in part, for the City's convenience or because of the failure of the CMC to fulfill its obligations under the Agreement. The City shall terminate this Agreement by delivering to the CMC a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CMC shall: (i) immediately discontinue all Services (unless the notice directs otherwise); and (ii) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and all other information and materials accumulated in performing this Agreement, whether completed or in process.

§ 9.2 TERMINATION FOR CONVENIENCE

§ 9.2.1 The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the CMC. As soon as practicable after receipt of a written Notice of Termination without cause, the CMC shall submit a statement to the City showing in detail the Services performed under this Agreement through the date of termination. In the event the City terminates this Agreement, the CMC shall continue performing the Services until the termination date designated by the City in its termination notice. If the City terminates this Agreement without cause, the City shall pay the CMC for Services rendered through the date of termination at the rates set forth in **Exhibit 3**, plus all reasonable expenses incurred by CMC due to such termination excluding lost profits on work or Services not performed by the CMC or the CMC's subcontractors. Nothing in this Article shall be construed as limiting any right of the City in the event of a breach.

§ 9.3 TERMINATION FOR CAUSE

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§ 9.3.1 By giving written notice of termination to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- .1 The other party violates or fails to perform any material covenant, provision, obligation, term or condition contained in this Agreement, including failure to make payments in accordance with the terms of this Agreement, provided that, unless otherwise stated in this Agreement, 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
- .2 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 Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- .3 Any notice of default pursuant to this Section shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

§ 9.3.2 The City shall in the case of a termination for cause, allow the CMC thirty (30) days in which to take action to cure the defect (so long as such defect is reasonably susceptible to cure). In such case, the City shall issue a notice of default that states the time period in which cure is permitted and other appropriate conditions. If the CMC fails to remedy the breach or default to the City's satisfaction within thirty (30) days after receipt by CMC of the City's written notice, the City shall have the right to terminate the Contract without any further obligation to CMC by issuing a written notice of termination and making payment for all Services performed through the date of termination. Any such termination for cause shall not in any way operate to preclude the City from also pursuing all available remedies against CMC for said breach or default.

§ 9.3.3 If the City fails to make payments to the CMC in accordance with this Agreement, such failure shall be considered a breach and cause for termination by the CMC or cause for suspension of performance of Services under this Agreement if the City fails to cure such breach within thirty (30) days of written notice of default from the CMC. If the CMC elects to suspend Services, the CMC shall give seven (7) days' written notice to the City before suspending Services. In the event of a suspension of Services under this Article, the CMC shall have no liability to the City for delay or damage caused the City because of such suspension of Services. Before resuming Services, the CMC shall be paid all sums due prior to such suspension and any expenses incurred in the interruption and resumption of the CMC's Services. The CMC's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.4 CITY SUSPENSION OF PROJECT

§ 9.4.1 If the City suspends the Project or the CMC's Services, the CMC shall be compensated for Services performed prior to notice of such suspension. Additionally, if the suspension lasts for more than thirty (30) days, the CMC may release and reallocate Key Personnel from this Project to other projects. Regardless of the length of suspension, the CMC shall be compensated for all expenses incurred in the interruption and resumption of the CMC's Services. The CMC's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.5 TERMINATION FOR FUNDING WITHDRAWAL

§ 9.5.1 The City may terminate this Agreement immediately on written notice to the CMC if at any time the Charlotte City Council, the State, or FTA for any reason does not appropriate further funding for an additional Funding Phase as described in Article 11. In such an instance, the CMC shall be paid the same amount and in the same manner as if the Agreement were terminated for convenience in accordance with Article 9.2.

§ 9.6 WAIVER OF REMEDIES

§ 9.6.1 In the event that the City elects to waive its remedies for any breach by CMC of any covenant, term or condition of this Agreement, such waiver by the City shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

§ 9.7 OBLIGATIONS UPON EXPIRATION OR TERMINATION

§ 9.7.1 Upon expiration or termination of this Agreement, the CMC shall promptly return to the City (i) all computer

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programs, files, documentation, media, related material and any other material and equipment that is owned by the City provided that CMC shall be entitled to retain one archival copy of all material; (ii) all deliverables that have been completed or that are in process as of the date of termination provided CMC has been paid for the deliverables; and (iii) a written statement describing in detail all Services performed with respect to deliverables which are in process as of the date of termination. The expiration or termination of this Agreement shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Agreement.

(Paragraphs deleted)

§ 9.8 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS

§ 9.8.1 Termination of this Agreement shall not relieve the CMC of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the CMC of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the CMC from any claim for damages previously accrued or then accruing against the CMC.

§ 9.9 OTHER REMEDIES

§ 9.9.1 The remedies set forth in this Article and throughout the Agreement shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Agreement or at law or in equity.

§ 9.10 AUTHORITY TO TERMINATE

§ 9.10.1 The following persons are authorized to terminate this Agreement on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; (b) the Director of the City Department responsible for administering this Agreement.

§ 9.11 FEDERAL REQUIREMENTS

§ 9.11.1 The CMC agrees to include these termination requirements into any and all subcontracts in excess of ten thousand dollars (\$10,000.00), with the exception of contracts with nonprofit organizations and institutions of higher learning.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 GOVERNING LAW

§ 10.1.1 This Agreement shall be subject to and governed by the laws of the State of North Carolina. Any suit or action arising from this Agreement shall be commenced and prosecuted in the courts of Mecklenburg County, North Carolina or the U.S. District Court for the Western District of North Carolina, in Charlotte, North Carolina, as applicable. The parties agree to submit to the jurisdiction and venue of these courts. Additionally, both parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Full Funding Grant Agreements (or their equivalent) between City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement.

§ 10.2 INTERPRETATION AND CONSTRUCTION

§ 10.2.1 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

§ 10.3 ASSIGNMENT

(Paragraph deleted)

§ 10.3.1 The CMC shall not assign the performance of the Services under this Agreement, or any part thereof, without the prior written consent of the City. The CMC may, to the extent permitted by law, assign payments due or to become due hereunder, provided he shall give written notice to the City. The City shall not be bound by any such assignment until it has received such notice. Any payments so assigned shall be subject to all proper setoffs due the City and to all deductions provided for in the Agreement, whether such setoffs or deductions arise before or after such assignment. All funds withheld, whether assigned or not, shall be subject to the City's use to complete the Services if the CMC

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should fail, neglect, or refuse to do so. The validity of any assignment and the rights of the assignee against the City shall be subject to and governed by the law of North Carolina.

§ 10.5 CONTRACTUAL RELATIONSHIP

§ 10.5.1 All rights under the Agreement are for the benefit of, and all obligations hereunder are binding upon, the City and the CMC alone, and no others. No rights or obligations created by the Agreement are intended to or shall benefit or be enforceable by any third party, except only certain indemnities that expressly include the City's officers, agents, and employees. No privity of contract shall be created by this Agreement between the City or the CMC and any other party.

§ 10.6 Unless otherwise required in this Agreement, the CMC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

(Paragraph deleted)

§ 10.8 CONFIDENTIALITY

§ 10.8.1 If the CMC or City receives information specifically designated by the other party as "confidential" or "business proprietary," the terms of Article 12 shall apply.

§ 10.9 CITY AUDIT

§ 10.9.1 The City shall have the right to audit the CMC's books, accounts, and records for all purposes related to this Agreement or the performance hereof. These purposes shall include, but shall not be limited to, verifying that the amount of any adjustment to the CMC's compensation, whether because of changes to the Services or Work, or of a claim by the CMC that he is entitled to such an adjustment, or for any other reason, is based upon actual and reasonable costs, and that the CMC is entitled to the amount thereof. The CMC shall maintain books, accounts, and records that are adequate for the purposes of this Section for a minimum of three (3) years after the City has accepted all deliveries and other Services under the Agreement, and all matters related to the Agreement have been settled and closed, and shall make them available to the City and its agents. If the CMC fails to maintain or to keep such books, accounts, and records, or to make them available to the City as needed, he shall not be entitled to any adjustment to his compensation that might otherwise be due, but the amount of which cannot adequately be verified by audit. This Section is subject to the requirements for federally-funded projects.

§ 10.10 DRUG-FREE WORKPLACE

§ 10.10.1 The CMC shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

§ 10.10.2 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the CMC's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

§ 10.10.3 Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the CMC's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;

§ 10.10.4 Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the CMC of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

§ 10.10.5 Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the CMC's drug-free awareness program or other restrictions;

§ 10.10.6 Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;

§ 10.10.7 Making a good faith effort to continue to maintain a drug-free workplace for employees; and

§ 10.10.8 Requiring any party to which it subcontracts any portion of the Work under the Agreement to comply with the provisions above.

§ 10.10.9 If the CMC is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

§ 10.10.10 Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

§ 10.11 COMMERCIAL NON-DISCRIMINATION

§ 10.11.1 As a condition of entering into this Agreement, the CMC represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy as described in Part II, Chapter 2, Article V of the City Code Book of Ordinances, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the CMC shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the CMC retaliate against any person or entity for reporting instances of such discrimination.

§ 10.11.2 The CMC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The CMC understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the CMC from participating in City contracts or other sanctions.

§ 10.11.3 As a condition of entering into this Agreement, the CMC agrees to: (1) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (2) if requested, provide to the City within sixty (60) Days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the CMCs has used on City contracts in the past five (5) years, including the total dollar amount paid by the CMC or on each subcontract or supply contract.

§ 10.11.4 The CMC further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy as set forth in Part II, Chapter 2, Article V of the City Code Book of Ordinances, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The CMC understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification of the CMC from participating in City contracts and other sanctions.

§ 10.12 IDENTIFICATION OF PERSONNEL & SECURITY

§ 10.12.1 The CMC shall provide personnel who enter upon the City's property with distinctive identification badges showing the employer's name, the employee's name, the employee's photograph, the employee's job title and any employee identification number assigned to such employee. All personnel shall display these badges prominently upon their persons while on the City's property. The City will allow only properly certified personnel of the CMC on its property. The CMC shall also comply with the identification requirements established by North Carolina Railroad, Norfolk Southern Railroad and CSX Railroad.

§ 10.12.2 The City shall have the right to require the CMC to conduct background checks on the CMC's employees and to remove from the City's property any employee the City reasonably considers incompetent, careless, or who constitutes a security risk or safety hazard. The CMC's personnel must have all appropriate documentation, as determined by the City Representative, to gain access to the City's property. The City Representative will advise the CMC in writing of the necessary documentation and identification required to gain access to the City's property, based

upon the Federal Department of Homeland Security threat level in effect from time to time, and subject to any additional security requirements mandated by the Federal Department of Homeland Security, the FTA, or any other Federal or state agency.

§ 10.13 GRATUITIES & CONFLICTS OF INTEREST

§ 10.13.1 Any violation of the following representations, warranties, or undertakings shall be a material breach of the Agreement and shall, in addition to all other remedies provided by law or otherwise, entitle the City to terminate the Agreement for default:

§ 10.13.2 The CMC represents and warrants that neither he nor any agent, representative, or other party acting on his behalf has offered or given any gratuity or gratuities, in the form of gifts, entertainment, or otherwise, to any director, officer, or employee of the City or of any architectural, engineering, or other consultant or contractor retained by the City, with a view to securing the Agreement or of securing favorable treatment with respect to the award hereof, and the CMC further covenants and promises that neither he nor any agent, representative, or other party acting on his behalf will offer or give any such gratuity to any director, officer, or employee of the City or of any such consultant or contractor with a view to securing favorable treatment with respect to any change or amendment to the Agreement, or to any other action with respect to the performance hereof.

§ 10.13.3 The CMC undertakes, represents, and warrants: (1) that none of the following persons, during his tenure or for one (1) year thereafter, has or will have any interest, direct or indirect, in the Agreement or in any part of the proceeds hereof, and (2) that until acceptance of all Services to be performed under the Agreement, the CMC shall not enter into any contract involving services or property, whether or not related to the performance of the Agreement, with any of the following persons or with any business in which any such person has an interest, direct or indirect: Members of the Charlotte City Council; officers or employees of the City, or of any representative of the City in the administration of the Agreement; members of or delegates to the U.S. Congress or the North Carolina legislature; and members of the governing body, and all other officers or employees, of the City of Charlotte or Mecklenburg County, North Carolina.

§ 10.14 INDEMNITY

§ 10.14.1 To the fullest extent permitted by law, the CMC shall fully indemnify and save harmless the City and each of the City's officers, officials, employees, agents, and independent contractors (excluding the CMC) from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or damage to their property, or injury to or death of their persons, and from and against any and all liability to any person or persons for any loss, damage, or injury, of any kind or nature whatsoever, including injury to or the death of any person or persons, and loss of or damage to their property, to the extent arising out of or resulting, directly or indirectly, wholly or in part, out of the CMC's negligent performance of the Agreement and/or Work, or that of any subcontractor, anyone directly or indirectly employed by them, or of any officer, employee, servant, or agent thereof or anyone for whose acts they may be liable; provided, however, that this indemnity shall not apply to any loss, liability, or claim of liability arising solely from the negligence or other fault of the City or its officers, agents, or employees. Such loss or liability from which the CMC shall hold harmless the City and the other aforesaid indemnitees shall include, but shall not be limited to, any costs or expenses, including attorneys' fees, that they or any of them may incur for defending against any such claim. If any claim subject to indemnity under this Agreement should arise, the City may withhold from payments otherwise due under the Agreement, funds reasonably sufficient to secure itself and the other aforesaid indemnitees against the claim, loss, damage, or liability asserted against them.

§ 10.15 WAIVER

§ 10.15.1 No waiver of any term or condition of the Agreement on any occasion shall be deemed to be a waiver of any other term or condition hereof, or of the same or any other such term or condition on any other occasion. If upon the occurrence of any default the City shall waive the same, or shall elect not to terminate the Agreement, such waiver or election shall not be a waiver of any other default or an election not to terminate because of any other default, nor a waiver of or election not to terminate because of a like default on another occasion.

§ 10.16 SURVIVAL

§ 10.16.1 All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter.

§ 10.17 SEVERABILITY

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

§ 10.18 AMENDMENT

§ 10.18.1 No modification or amendment to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

§ 10.19 NO PUBLICITY

§ 10.19.1 No advertising, sales promotion or other materials of the CMC or its agents or representations may identify or reference this Agreement or the City in any manner absent the written consent of the City. Notwithstanding the foregoing, the parties agree that the CMC may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

§ 10.20 APPROVALS

§ 10.20.1 All approvals or consents required under this Agreement must be in writing.

§ 10.21 SETOFF

§ 10.21.1 Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

§ 10.22 TAXES

§ 10.22.1 The CMC shall pay all applicable federal, state and local taxes that may be chargeable against the performance of the Services.

§ 10.23 FORCE MAJEURE

§ 10.23.1 An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of the CMC to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, the schedule shall be equitably adjusted to reflect the impact of the event of Force Majeure. CMC shall be compensated for any additional services provided in an effort to mitigate the effects of the Force Majeure event on the Project.

§ 10.24 OUT OF STATE CORPORATION

§ 10.24.1 In the event the CMC is a corporation organized under the laws of a jurisdiction other than North Carolina, the CMC shall maintain a registered agent having a business office in North Carolina and shall file with the City the name of said registered agent and address of said office.

§ 10.25 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES

§ 10.25.1 The CMC agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services at the time of execution of this Agreement. The CMC further agrees that it will endeavor to at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws 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 Services.

§ 10.26 CITY OWNERSHIP

§ 10.26.1 Provided payment is made to the CMC in accordance with the terms hereof, the parties agree that the City

shall have exclusive ownership, and right of possession upon request, of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for and provided to the City as a deliverable in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). The CMC hereby assigns and transfers all rights in the Intellectual Property to the City. The CMC further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. Reuse of CMC's work product by the City on any extension of the project or on any other project without authorization of CMC shall be at City's sole risk. The CMC shall not be liable for any damages of any kind arising from the City's reuse, for other than its intended purpose on the Project, or alteration of said Intellectual Property.

§ 10.26.2 The City grants the CMC a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The CMC shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" under the Confidentiality Contract.

§ 10.26.3 The CMC will treat as Confidential Information under Article 12 of this Agreement all data provided by or processed for the City in connection with this Agreement. Such data shall remain the exclusive property of the City. The CMC 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 Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 Subject to the provisions set forth in this Agreement, the City shall compensate the CMC for allowable direct and indirect costs incurred, together with a Fixed Fee, for authorized and satisfactorily completed Basic Services rendered under this Agreement. Such payment shall be full compensation for all costs and fees for Basic Services performed and rendered, including all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall such payment exceed the earned value (i.e., percentage of services performed or work completed) as determined by the City. The total compensation to be paid to the CMC shall be computed as set forth in this Article 11 and **Exhibit 3**; provided, that such payment shall not exceed the maximum amount of the Total Price for Phase One as stated in **Exhibit 3**, subject only to authorized adjustments as specifically provided in this Agreement. In the event the CMC incurs costs in excess of the Total Price for Phase One, adjusted as provided herein, whether directly or through a subcontractor, the CMC shall pay such excess from its own funds and the City shall not be required to pay any part of such excess and the CMC shall have no claim against the City on account thereof. In consideration of the full and faithful performance by the CMC of the covenants in this Agreement, the City agrees to pay the CMC on a cost-plus-fixed-fee basis for the CMC's Basic Services described in Article 3 and **Exhibit 1**, the City shall compensate the CMC in accordance with the terms of this Article 11, **Exhibit 3**, any applicable Modification and Change Order. In addition to the aforementioned limitations on total compensation, the limitations established in each NTP and the limitations as set forth in this Article shall also apply. The total compensation and fixed fee provided herein and in **Exhibit 3** is based on the services being performed in accordance with the Schedule in **Exhibit 2**. Should the time to complete the services extend beyond this period for reasons not the fault of the CMC, the parties will negotiate an equitable adjustment or have ongoing services performed as Additional Services.

(Paragraphs deleted)

§ 11.2 For Additional Services designated in

(Paragraphs deleted)

Article 4 that may arise during the course of the Project the City shall compensate the CMC and the CMC's subcontractors at the rates established in **Exhibit 3**, including any labor rate and multiplier adjustments subsequently approved by the City, or as mutually agreed. Such compensation shall also be in accordance with the terms of this Article 11. The parties shall negotiate an additional fee, if any, prior to performing any Additional Services. Any such Additional Services shall be invoiced separately from the Basic Services.

§ 11.3

(Paragraphs deleted)

COMPENSATION FOR DIRECT LABOR COSTS

§ 11.3.1 Direct labor rates shall be the wages or salaries actually paid to employees, principals or partners directly charging time to the Project as described in **Exhibit 3**.

§ 11.3.2 Direct labor costs shall be the total number of hours worked on the Project by each employee multiplied by the regular time rate for such employee's labor category.

§ 11.3.3 The City will only compensate the CMC for the costs of actual services authorized and performed for the staff services listed in this Agreement, including subsequent approved new staff services or rates, in accordance with the compensation schedule in **Exhibit 3**; provided however that the total of payments to the CMC for Services shall not exceed the amounts listed in **Exhibit 3** without prior written approval by the City.

§ 11.3.4 Approved individual labor rate adjustments may be allowed no more than once annually and must be submitted to the City for approval no later than June 1st of each year. Once approved by the City, any adjustment to the individual labor rates shall be effective on Services or work performed beginning the 1st day of the July fiscal billing period and shall not result in an increase in the Total Price for Phase One. Any requests for an adjustment to the individual labor rates of the CMC's subcontractors shall be included with the CMC's request. At the City's discretion, other adjustments may be made to the effective labor rates.

§ 11.4

(Paragraphs deleted)

COMPENSATION FOR INDIRECT COSTS

§ 11.4.1 Allowable indirect costs are those costs (e.g., payroll burden, fringes, general overhead and administrative costs) of the CMC which are not identified solely with one agreement, but are rather, company-wide or attributable to more than one agreement of the CMC, and are not identified as unallowable. Current approved overhead rates and multipliers are established in **Exhibit 3**.

§ 11.4.2 Indirect costs shall be the product of all direct labor costs multiplied by an approved multiplier.

§ 11.4.3 The City shall pay the CMC those overhead rates of allowable straight-time hourly wages incurred using the multipliers as established in **Exhibit 3**. Said overhead rates and multipliers shall be established in accordance with FAR principles.

§ 11.4.4 The overhead rates and multipliers established in **Exhibit 3** may be adjusted once annually subject to review and acceptance by the City. The City must approve any adjustments to the indirect costs rates in writing prior to any change taking effect. The CMC shall submit its request, along with the necessary documentation, to adjust the current approved overhead rates and multipliers by July 10th of each year. Once approved by the City, any adjustment to the overhead rates and multipliers shall be effective on Services or work performed beginning the 1st day of the August fiscal billing period and shall not result in an increase in the Total Price for Phase One. Any requests for an adjustment to the overhead rates and multipliers of the CMC's subcontractors shall be included with the CMC's request.

§ 11.5 COMPENSATION FOR FIXED FEE

§ 11.5.1 The City shall pay the CMC the Fixed Fee as identified in **Exhibit 3** for performance of Basic Services in an authorized and satisfactory manner. Such Fixed Fee shall not exceed the amount established in **Exhibit 3** and is included in the Total Price for Phase One established in **Exhibit 3**. It is understood and agreed that the fee is a fixed amount that cannot be exceeded because of any differences between the Total Price for Phase One and actual costs of performing the Services required by this Agreement, and in no event shall payments to the CMC exceed said Total Price for Phase One, adjusted as provided herein. It is further understood and agreed that the Fixed Fee is only due and payable for Basic Services for which the City has given NTP and for which the CMC has satisfactorily completed.

§ 11.5.2 The Fixed Fee will be paid monthly and prorated in proportion to the Services satisfactorily completed. The City shall pay as invoices are approved, a percentage of the Fixed Fee as follows: (i) for home office employees the CMC may bill an amount equal to the rate of 10% multiplied by the CMC's allowable direct and indirect labor costs expended during the period covered by the invoice and (ii) for BLE office employees the CMC may bill an amount equal to the rate of 3.654% multiplied by the CMC's allowable direct and indirect labor costs expended during the period covered by the invoice. The total amount of Fixed Fee to be paid by the City shall in no way exceed the fixed amount established in **Exhibit 3**. Any portion of the Fixed Fee not previously paid in the monthly payments shall be included in the Final Payment.

Init.

(Table deleted)

§ 11.5.3 The Fixed Fee shall only be adjusted by written approval of the City. The City may permit an increase in Fixed Fee only due to a change in services that is an increase in scope. The Fixed Fee shall not be increased for additional level of effort.

§ 11.6 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.6.1 Reimbursable expenses (or direct expenses) are only those listed reasonable actual expenses necessary for the accomplishment of the Services not otherwise compensated under the CMC's direct labor costs and indirect cost rates; and are in addition to compensation for Basic Services and Additional Services (if any) and include expenses incurred by the CMC and the CMC's subcontractors directly related to the Project but shall not exceed the Total Price for Phase One as stated in Exhibit 3. Reimbursable expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Professional photography, and presentation materials requested by the City;
- .7 All vehicles and maintenance costs;
- .8 Other similar Project-related expenditures, as approved;
- .9 Railroad Protective Liability Insurance; and
- .10 Subcontractor Costs

§ 11.6.2 For reimbursable expenses the compensation shall be the actual reasonable expenses incurred by the CMC and the CMC's subcontractors. The CMC shall submit accounting data identifying all direct costs for which payment is requested. The CMC shall not request and the City shall not pay any additional fees or markups on actual reimbursable expenses.

§ 11.6.3 All reimbursable expenses submitted by the CMC must comply with the City's requirements and Part 31 of the FAR. Per FAR and General Services Administration (GSA) guidelines, charges for meals and incidental expenses (M&IE) for the first and last day of travel shall be calculated at seventy-five percent (75%) of the current maximum GSA rate. M&IE costs are allowable only when preceded or followed by an overnight stay. Employees are considered to be in "travel status" when, in the performance of business-related activities, they are required to stay overnight at a location more than forty-five (45) miles from their assigned duty location and personal residence. The current GSA M&IE rate prevails and is intended to cover the cost of meals and incidental expenses, including meal tips, as well as tips for porters, hotel maids, etc., unless the CMC has an existing per diem rate for the specific local that is less than the maximum GSA rate. In addition to the FAR and GSA requirements, the City shall not reimburse the CMC in a manner that is inconsistent with the North Carolina State Budget Manual.

§ 11.6.4 The CMC shall submit a copy of its current travel reimbursement procedures and allowable daily rates. Claimed expenses must be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the City requires the CMC to maintain detailed source documentation that can be verified through the audit process. The means of cost reimbursement must be either by submission of detailed receipts or by daily per diem rates. When utilizing daily per diem, receipts are not required. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased for the benefit of employees in travel status shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

§ 11.7 PAYMENTS TO THE CMC

(Paragraph deleted)

§ 11.7.1 The City will pay properly submitted and approved invoices within thirty (30) days after the receipt of the CMC's invoice, provided that the invoice has been submitted at the appropriate time and in accordance with the terms of this Agreement, which includes compliance with Part 31 of FAR.

§ 11.7.2

(Paragraphs deleted)

INVOICES AND EXPENSES

§ 11.7.2.1 The CMC shall submit an invoice not more than once per month to the City detailing all direct and indirect charges incurred pursuant to this Agreement sufficient in detail for a proper pre-audit and post-audit thereof.

§ 11.7.2.2 The CMC shall use the invoice form provided in **Exhibit 6**. However, if the CMC wishes to use an invoice of a different form, such invoice must contain all required information or else the entire invoice will be rejected. Such invoices shall include and identify the following: (i) the City Contract number, (ii) the CATS Project number, (iii) specific task description for which payment is being requested, (iv) a percentage of completion of each task, (v) the time period covered by the invoice, (vi) the amount of payment requested, (vii) if applicable, an itemized list of all sales tax (specifying the State and/or County assessing such tax), and (viii) NCDOT reporting number, if applicable.

§ 11.7.2.3 Failure to provide this information on each and every invoice may result in a delay in payment. There shall be no interest penalties assessed against the City for late or partial payments. The City shall pay the Consultant only for Work that is actually performed by the Consultant and approved by the City.

§ 11.7.2.4 In addition to the invoice, the CMC shall submit with the invoice a copy of their timesheets, expense receipts and any other documentation justifying their expenses. Timesheets shall identify employee name, title, and date(s) worked. A summary of total hours for each employee and the calculated compensation rates shall also be included. The calculated compensation rate will identify hourly rates, overhead and any associated fees.

§ 11.7.2.5 Invoices shall be submitted to the following:

The CMC shall mail an original invoice to:

LYNX Blue Line Extension Project
Attn: BLE Project Director
City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

And shall mail a second original invoice to:

CATS Finance
Attn: Budget Officer
City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

The CMC shall email an electronic copy of an original invoice to:

cocap@ci.charlotte.nc.us

§ 11.7.3 The CMC may invoice the City for expenses incurred by, but not yet paid by, the CMC.

§ 11.7.4 The CMC shall not charge the City at overtime rates for exempt positions (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week. However, the CMC may charge overtime rates for those non-exempt positions listed in **Exhibit 3**, but may only do so with the prior written authorization of the BLE Manager of Construction. Such written authorization must be included with each invoice the CMC submits that contains an overtime rate request.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

§ 11.8 LIMITATIONS

§ 11.8.1 The parties understand that this is an incrementally-funded contract subject to approval of the Charlotte City Council ("Council"). The CMC agrees to perform, or have performed; the Basic Services under this Agreement up to the point at which the total amount paid and payable by the City under this Agreement approximates but does not exceed the Current Funding Phase Limit approved by the Council cumulatively (all approved phases added together), and as established in each NTP. The CMC shall make every effort to perform the Basic Services and any other obligations under this Agreement within the estimated cost.

§ 11.8.2 The CMC shall begin Services under this Agreement immediately following a written Notice to Proceed (NTP) from the City after the execution of this Agreement. Each NTP will include the Current Funding Phase Limit approved by the Council. The CMC shall not perform any Services (nor incur any related costs) that exceeds the Current Funding Phase Limit unless it receives written authorization from the City authorizing such action. Except as required by other provisions of this Agreement, specifically citing and stated to be an exception to this clause, the City shall not be liable for any Services performed or costs incurred in violation of this Section.

§ 11.8.3 The City shall not be required to pay for hours worked that are not reasonable in relation to the Services provided, nor shall the City be required to pay for out-of-pocket expenses that are not reasonable. In no event shall the City be liable for any costs not allowable pursuant to any governmental regulation including but not limited to FAR Part 31. Each invoice for Additional Services shall detail all services performed and shall itemize in detail and provide documentation for all out-of-pocket expenses for which the CMC seeks reimbursement.

§ 11.8.4 The City's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive. Approval of incurred costs shall not be unreasonably withheld, conditioned, or delayed.

§ 11.8.5 As a condition of payment, the CMC must invoice the City for Services within sixty (60) days after such Services are performed. THE CONSTRUCTION MANAGER WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES OR EXPENSES THAT HAVE NOT BEEN INVOICED TO THE CITY WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER SUCH SERVICES WERE RENDERED OR EXPENSES INCURRED.

§ 11.9 TIME RECORDS

§ 11.9.1 The CMC shall be responsible for keeping documentation sufficient to verify the time billed to the City. The City shall have the right to audit the CMC's time cards, invoices, reports and other documents relating to the Services performed under this Agreement, and shall not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Agreement. The CMC shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 AM to 5:00 PM Monday through Friday, whenever requested by the City.

§ 11.10 EMPLOYMENT TAXES AND EMPLOYEE BENEFITS

§ 11.10.1 The CMC acknowledges and agrees that its employees and subcontractors are not employees of the City. The CMC represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, workers' compensation and other payments and deductions which are required by law in connection with provision of the Services.

§ 11.11 RECORDS AND AUDIT

§ 11.11.1 The CMC shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement. The CMC shall be responsible for keeping documentation sufficient to verify the time billed to the City. The City shall have the right to audit the CMC's time cards, invoices, reports and other documents relating to the work or Services performed under this Agreement, and shall not be required to pay for any Services that did not meet the standards and requirements referenced in this Agreement. The CMC shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 AM to 5:00 PM Monday through Friday, whenever requested by the City.

§ 11.11.2 During the term of this Agreement and for a minimum of three (3) years from the date of termination or expiration of this Agreement or such longer period of time as may be required by law, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the CMC necessary to evaluate CMC's compliance with the terms and conditions of this Agreement or the City's payment obligations. The

City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the CMC. However, if non-compliance is found that would have cost the City in excess of \$10,000.00 but for the audit, then the CMC shall be required to reimburse the City for the cost of the audit, in addition to reimbursing the City for any non-compliance. However, non-compliance shall not include the reasonable routine adjustments for updating overhead rates.

§ 11.11.3 Additionally, all records involved with disputes, litigation or settlement of claims arising under or related to the Agreement shall be retained and made available until such disputes, litigation or claims are finally disposed of. No retained records or records involved with disputes, litigation or settlement of claims shall be destroyed by the CMC without the prior written approval of the City.

§ 11.11.4 The CMC shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation.

§ 11.12 COST OVERRUNS

§ 11.12.1 The CMC estimates that performance of the Basic Services under this Agreement will not exceed the amount specified in this Agreement and shall endeavor to perform the Services specified in Article 3 and **Exhibit 1** and any other obligations under this Agreement within the estimated cost. The CMC shall notify the City in writing whenever it has reason to believe that within the next sixty (60) days, the costs it expects to incur, together with all expenses previously incurred, will exceed seventy-five percent (75%) of the total amount allotted in each NTP by the City. The notice shall state the estimated amount of additional funds required to continue performance beyond the total estimated allotted amount. Additionally, if during the course of the Services, it appears that any fee or allowance may be exceeded, the CMC shall timely notify the City in writing. The CMC shall not continue performance under this Agreement (excluding actions under Article 9, Termination for Convenience) or to otherwise incur costs in excess of the amount allocated unless authorized by the City. Any Services not preapproved by the City that exceeds any fee, allowance or rate in this Agreement shall be at the CMC's expense and the City will not be required to pay CMC for such Services.

§ 11.12.2 The CMC shall notify the Contracting Officer in writing whenever it has reason to believe that: (1) The expected costs within the applicable Current Funding Phase Limit under this Agreement will, within the next sixty (60) days, when added to all costs previously incurred, exceed seventy-five (75%) of the total amount appropriated for the Agreement by the Council; or (2) The total cost for the performance of this Agreement, exclusive of any fee, will be either greater or substantially less than what has been previously contemplated in the agreed upon costs specified in Article 11.

§ 11.12.3 As part of the notification required by this Section, the CMC shall provide the Contracting Officer a revised estimate of the total cost of completing the Services under this Agreement within thirty (30) days of the initial notification.

§ 11.12.4 Following the notification required by this Section, the City and the CMC shall confer to determine the Services to be completed under the Current Funding Phase Limit. The CMC agrees to attend any and all meetings, including Council presentations that may be required in order for City officials to evaluate the Services performed within that Current Funding Phase Limit.

§ 11.13 WITHOLDING OF PAYMENT

§ 11.13.1 The City may withhold any payments otherwise due the CMC under this Agreement, to the extent it is reasonably necessary to protect the City from any expense, cost or loss attributable to the negligent performance of the Services not properly remedied in accordance with the terms of this Agreement or the CMC's failure to make timely and proper payments to all subcontractors and suppliers. The City shall have the right, but not the obligation, to take any corrective action the City deems appropriate to cure any of the above noted items, at the CMC's expense, if such items are not cured by the CMC to the City's reasonable satisfaction within five (5) days after the CMC's receipt of written notice from the City.

§ 11.13.2 The City shall withhold one percent (1%) retainage of all payments pursuant to this Agreement. When the total amount retained under this provision equals \$200,000.00, the City shall continue holding the retained amount in escrow and cease accumulation of additional retainage until the CMC completes and delivers all documentation and deliverables, including all claim releases, required under this Agreement. The CMC further agrees that if the City

discontinues withholding retainage that the CMC will not withhold retainage from its subcontractors.

§ 11.13.3 Nothing in this Section shall relieve the CMC from any obligations it has under N.C. Gen. Stat. §143-134.1 or federal regulation regarding the payment of subcontractors. Change Orders shall not authorize the CMC to exceed the amount previously approved by the City unless such Change Order contains a statement increasing the amount allocated.

§ 11.14 FINAL PAYMENT

§ 11.14.1 Final payment constituting the unpaid balance of this Agreement shall be due and payable within sixty (60) days after the City has accepted the Services as complete, such acceptance not to be unreasonably withheld. As an explicit condition precedent, all deliverables must be received and accepted by the City before final payment can be made. Final costs may be audited prior to the City making final payment to the CMC. Along with the CMC's submission of its final invoice to the City, the CMC shall assert any and all claims for payment it has against the City in connection with this Agreement, along with a signed notarized final release, in a form provided by or approved by the City in writing, from any claims for payment arising out of the Agreement. The failure to assert all claims against the City with the final invoice will act as a waiver of all known claims not asserted.

§ 11.14.2 In the event payment is withheld under this Section, the CMC waives any right to interest on such payment. Nothing in this Article shall relieve the CMC from any obligations it has under N.C. Gen. Stat. §143-134.1 or federal regulation regarding the payment of subcontractors. Change Orders shall not authorize the CMC to exceed the amount previously approved by the City unless such Change Order contains a statement increasing the amount allocated.

§ 11.14.3 The CMC's acceptance of final payment shall constitute a full waiver of any and all claims by the CMC against the City arising out of this Agreement or otherwise relating to the Project, except those identified in writing by the CMC as unsettled in the final application for payment. Neither the acceptance of the Services nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of the CMC hereunder or to the recovery of damages.

§ 11.15 REFUNDS, REBATES, OR CREDITS

§ 11.15.1 The CMC shall assign to the City any trade discounts, refunds, rebates, or credits accruing to the CMC that are allocable to costs for which the CMC has been paid.

§ 11.16 PROMPT PAYMENT TO SUBCONTRACTORS

§ 11.16.1 It is the policy of the City that prompt payment for all purchases and services satisfactorily rendered are to be made to all subcontractors. Additionally, the CMC shall pay the subcontractors within ninety (90) days of the date of the subcontractor's invoice the undisputed portions of subcontractor's invoices due for payment, independent of any payment by the City to the CMC. If the CMC withholds any retainage pending final completion of any subcontractor's services or work, the CMC is required to pay the retainage so withheld within seven (7) days after such subcontractor completes his work or services satisfactorily, regardless of any payment of retainage by the City to the CMC. Upon proper proof of the payment of amounts so withheld, the City will release to the CMC an equivalent amount of the sums it withholds for payment under Section 11.13. The CMC's failure to pay subconsultants as provided herein shall be a material breach for which the City may cancel the Contract. The CMC shall defend, indemnify, and hold the City harmless from any and all legal actions, damages, and consequences resulting from the failure of the CMC to pay subconsultants.

§ 11.17 PAYMENT AFFIDAVITS

§ 11.17.1 As a condition to receiving payment under this Agreement, the CMC agrees to provide to the City with each invoice for payment submitted under this Agreement, a written payment affidavit detailing the amounts paid for previous invoices by the CMC to first-tier subcontractors and suppliers in connection with this Agreement (Payment Affidavits). Payment Affidavits shall be in a form as specified by the City in **Exhibit 6**, and shall include all payments made to first-tier subcontractors and suppliers under this Agreement that are not included on a prior Payment Affidavit.

§ 11.17.2 Failure to provide a properly completed version of each Payment Affidavit required by this Section 11.17 shall constitute a default under this Agreement and shall entitle the City to: (1) withhold payment of any amounts due the CMC (whether under this Agreement or otherwise) or (2) exercise any other remedies legally available for breach

of this Agreement.

§ 11.17.3 In order to have a properly completed Payment Affidavit, the CMC and first-tier subcontractors identified must be registered in the City's Vendor Registration System. The City may request, on a case-by-case basis, that the CMC require certain suppliers to be registered in the City's Vendor Registration System, and may withhold payment of any amounts due the CMC in the event the CMC fails to comply with such request.

§ 11.17.4 If the CMC's subcontractors qualify as DBEs then the CMC shall use CATS' Form A as its Payment Affidavit for those DBEs and the standard Payment Affidavit in **Exhibit 6** for its non-DBE subcontractors.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 NOTICES

§ 12.1.1 Any notice, consent or other communication required or contemplated by this Agreement 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.

For the CMC:

Attn: Henry Liles
HNTB North Carolina, PC
121 West Trade Street, Suite 2050
Charlotte, NC 28202
PHONE: 919-424-0463
FAX: 919-546-9421
E-MAIL: hliles@hntb.com

Attn: Keith Powley
HNTB Corporation
HNTB North Carolina, PC
121 West Trade Street, Suite 2050
Charlotte, NC 28202
Direct: 704-208-5350
Cell: 704-290-6232
Fax: 704-372-7097
Email: kpowley@hntb.com

For the City:

Chief Procurement Officer
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
PHONE: 704-432-0491
FAX: 704-432-2567
E-MAIL: dedes@ci.charlotte.nc.us

BLE Manager of Construction
Engineering and Property Management
600 East Fourth Street
Charlotte, NC 28202
Phone: 704-336-2245
Fax: 704-336-6586
Email: jmrzygod@ci.charlotte.nc.us

CATS Attorney
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202
Phone: 704-432-1271
Fax: 704-632-8317
Email: jjoye@ci.charlotte.nc.us

§ 12.2 LIQUIDATED DAMAGES

§ 12.2.1 The City and the CMC acknowledge and agree that the City will incur costs if the CMC violates the provisions set forth below. The parties further acknowledge and agree that the City will incur damages as a result of such failure, but that the costs the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the CMC agrees to pay the City Liquidated Damages at the rates set forth below for each specified violation. The CMC further agrees that for each specified violation the agreed upon Liquidated Damages are reasonably proximate to the loss the City will incur as a

result of such violation. The City may deduct the amount of Liquidated Damages from any monies otherwise due, or that may otherwise become due to the CMC, including retainage. If such monies are insufficient, the City may recover the balance from the CMC. The City's right to Liquidated Damages is in addition to, and not in lieu of, all other rights and remedies that the City has under the Agreement or otherwise according to law. Any such Liquidated Damages assessed and collected shall compensate the City only for its damages resulting from such violations stated below, and the City shall be entitled to recover, in addition, all other damages resulting from the CMC's default and from any and all other defaults by the CMC, and to pursue all other rights and remedies the City has, under the Agreement or otherwise according to law, for all such defaults.

§ 12.2.2 VIOLATION OF FEDERAL CONTRACTING REQUIREMENTS

§ 12.2.2.1 A violation of any of the Federal contracting requirements, FTA terms, or any term of Federal law or regulations, specifically including but not limited to all certification of compliance and reporting requirements of any nature under this Agreement to the extent any of the forgoing are applicable to the Services or this Agreement, shall constitute a material breach of this Agreement and shall entitle the City to:

- .1 Exercise all rights and remedies that it may have at law or at equity for violation of the Agreement;
- .2 Terminate the Agreement for default, subject to the CMC's right to cure (as set forth in Article 9);
- .3 Suspend the Agreement for default;
- .4 Withhold any amounts necessary to cure any such violation from any payments due to the CMC under the Agreement until such violation has been fully cured or the City and the CMC have reached a mutually agreeable resolution;
- .5 Assess Liquidated Damages as provided in this Article; and/or
- .6 Offset any Liquidated Damages and/or any amounts necessary to cure any such violation from any retainage being held by the City on the Agreement, or from any other amounts due to the CMC under the Agreement.

§ 12.2.2.2 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.

§ 12.2.2.3 The City and the CMC acknowledge and agree that the City will incur damages if the CMC or any subconsultant of any tier to the CMC, violates the Federal contracting requirements, FTA terms, or any term of Federal law or regulations, to the extent any of the foregoing are applicable to the Services and this Agreement as set forth above and in this Agreement as a whole in one or more of the ways set forth below, including but not limited to loss of goodwill popularly and specifically with Federal agencies including the FTA, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the CMC agrees to pay the Liquidated Damages assessed by the City at the rates set forth below for each specified violation of the DBE Program. The CMC further agrees that for each specified violation the agreed upon Liquidated Damages are reasonably proximate to the loss the City will incur as a result of such violation:

§ 12.2.3 FAILURE TO MEET DBE GOAL

§ 12.2.3.1 If the City determines upon completion or termination of the Agreement that the CMC did not exercise good faith efforts to meet the committed DBE Goal and that such failure is in violation of the DBE Program and Requirements and is not otherwise excusable, the City may assess the lesser of: (a) four thousand dollars (\$4,000.00) or (b) the dollar difference between the committed DBE Goal and the CMC's actual DBE utilization;

§ 12.2.4 USING DBE AS A CONDUIT

§ 12.2.4.1 If the CMC lists a DBE to receive credit toward a committed DBE Goal with knowledge and intent that the DBE will be acting as a conduit or will not be performing a commercially useful function reasonably commensurate with the payment amount for which the CMC will be seeking credit, the City may assess the lesser of: (a) four thousand dollars (\$4,000.00) or (b) the dollar amount the CMC indicated that it would pay such DBE in the DBE's contract (or if no contract has been signed, the DBE's letter of intent);

§ 12.2.5 WRONGFUL TERMINATION OR REPLACEMENT OF DBE SERVICES

§ 12.2.5.1 If the CMC terminates or replaces a DBE in willful violation of the DBE regulations and program applicable to this Contract, the City may assess the lesser of: (1) four thousand dollars (\$4,000.00) or (2) the dollar amount of the

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Services remaining to be performed by the terminated DBE at the time it was terminated (or if the DBE was not terminated because it was never retained, then, the dollar amount that the CMC indicated it would pay the DBE in the DBE's letter of intent);

§ 12.2.6 FALSE STATEMENTS AND MISREPRESENTATIONS

§ 12.2.6.1 If the CMC makes a false statement, material misrepresentation or material misleading omission regarding any matter relevant to the DBE regulations and program applicable to this Agreement, the City may assess the lesser of: (1) four thousand dollars (\$4,000.00); or (2) if the misrepresentation relates to payment, the dollar difference between what the CMC represented and the truth;

(Paragraphs deleted)

§ 12.2.7 FAILURE TO RESPOND TO REQUEST FOR INFORMATION

§ 12.2.7.1 If the CMC negligently fails to provide any report, documentation, affidavit, certification or written submission required under the DBE regulations and program, within the time period set forth therein, the City may assess twenty-five dollars (\$25.00) per day for each day that such report, documentation or written submission is overdue.

§ 12.2.8 ALL OTHER VIOLATIONS

§ 12.2.8.1 If the CMC negligently causes or fails to avoid any other violation of any of the Federal contracting requirements, FTA terms, or any term of Federal law or regulations applicable to this Project and Contract, specifically including but not limited to all certification of compliance and reporting requirements of any nature of this Agreement the City may assess the lesser of: (a) five thousand dollars (\$5,000.00); or (b) the remaining retainage due the CMC. This amount shall increase by ten percent (10%) for each subsequent violation.

§ 12.3 SUBCONTRACTORS

§ 12.3.1 The CMC shall be responsible for supervising, managing, and coordinating the Services of his subcontractors, and for resolving any conflicts that may arise among them, and any disputes concerning their respective responsibilities or the scope of their work. Entering into subcontracts shall not relieve the CMC of his responsibility for the whole of the Services, or of his responsibilities to be familiar with the whole of the Contract Documents, to ensure that the Project is completed in full and strict conformity to them.

§ 12.3.2 The City shall have the right to approve all subcontractors. The CMC shall not execute any subcontract without the prior review and written approval of that specific subcontract from the City. Each specific subcontract shall contain a clause incorporating by reference all terms and conditions of this Agreement. The CMC shall provide to the City a copy of each executed subcontract. In the event the CMC does execute a subcontract without the prior written approval of that specific subcontract from the City, Liquidated Damages pursuant to Section 12.2 of this Agreement may be assessed against the CMC in addition to any other damages that the City may be entitled to for such a breach of this section. The City may also require the Contractor to renegotiate a subcontract executed in violation of this provision to add any subcontract provisions required by this Agreement that may have been omitted from such subcontract.

§ 12.3.3 Before any subcontractor performs any Services, the CMC shall submit any certificates of insurance required, and shall obtain the City's approval of the subcontractor's qualifications to perform the Services, and of his employment data and Equal Employment Opportunity and DBE programs. The CMC shall ensure that all subcontractors supply relevant information on the same forms as the CMC. The City shall notify the CMC in writing that the proposed subcontractor is approved or disapproved; in the latter case, the CMC may propose another subcontractor.

§ 12.3.4 The CMC shall not, without the City's consent, replace any subcontractor approved by the City, or permit any approved subcontractor to assign or transfer his subcontract, or permit the part of the Services subcontracted to him to be performed by anyone else, except that the CMC may, upon written notice to the City, perform such work himself with qualified personnel.

§ 12.3.5 The CMC, in paying his subcontractors and suppliers, shall fully and strictly comply with N.C. Gen. Stat. §143-134.1, and shall, by means of appropriate provisions in all subcontracts and orders for materials, supplies, or equipment, and by all other appropriate means, ensure that all subcontractors and suppliers fully and strictly comply with N.C. Gen. Stat. §143-134.1.

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§ 12.3.6 Nothing provided herein or elsewhere in the Contract shall be construed as creating privity of contract between the City and any subcontractor, or as limiting or diminishing any rights or remedies that the City may have against the CMC arising out of the Contract, or as relieving the CMC of any responsibility for performance of the Agreement because of any action, or of any failure to act, by the City.

§ 12.4 CMC'S INSURANCE

§ 12.4.1 GENERAL REQUIREMENTS

The CMC shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of North Carolina and holding an A.M. Best rating of not less than "A-" and a financial rating of not less than "VII" such insurance as will protect the CMC from claims set forth below which may arise out of or result from the CMC's operations and completed operations under the Agreement and for which the CMC may be legally liable, whether such operations be by the CMC or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance required by this Article shall be written for not less than limits of liability specified in this Section or required by law, whichever coverage is greater.

All insurance policies required by this Agreement shall be with insurers authorized to do business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The CMC shall name the City as an additional insured under the commercial general liability and automobile liability policies, and such other liability policies as reasonably required by the City, for operations or services, including completed operations, rendered under this Agreement. The CMC shall cause the commercial liability coverage required by this Agreement to include: (1) the City, the Designer and the Designer's consultants as additional insureds for claims caused in whole or in part by the CMC's negligent acts or omissions during the CMC's operations; and (2) the City as an additional insured for claims caused in whole or in part by the CMC's negligent acts or omissions during the CMC's completed operations.

The CMC's insurance on which the City is an additional insured shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the CMC's negligence under this Agreement. The CMC and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in the Agreement).

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

Prior to execution of this Agreement, the CMC shall provide certificates of insurance acceptable to the City to be filed with the Contracting Officer prior to commencement of the Services and thereafter upon renewal or replacement of each required policy of insurance. These insurance policies required shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed, or until at least thirty (30) days' prior written notice has been given to the City. If any of the insurance is required to be maintained for a period of time after final payment, an additional certificate evidencing the required continuation of coverage, including coverage for completed operations under the commercial general liability policy, shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage. The CMC shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. Information concerning any reduction in coverage, either in limits of coverage available to pay claims or by change in coverage terms, shall be furnished by the CMC to the City within five (5) days of knowledge by the CMC. The CMC shall include in its notice to the City, the steps being taken to address the reduction in coverage and bring the insurance into compliance with this Article.

The acceptance of any certificate of insurance evidencing the insurance coverage required by this Article does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies are in compliance with the requirements of this agreement. The City's failure to review a certificate of insurance sent by or on behalf of the CMC shall not relieve the CMC of its obligation to meet the insurance requirements set forth in this Agreement.

Should any or all of the required insurance coverage be self-funded, the CMC shall furnish to the City a copy of the

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Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

If any part of the Services under this Agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Article, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve the CMC from meeting all insurance requirements or otherwise being responsible for the subcontractor.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the CMC's completed operations coverage, until the expiration of the period for correction of Services or for such other period for maintenance of completed operations coverage as specified in this Agreement.

The insurance required by the agreement shall not reduce or limit the CMC's obligation to indemnify and defend the City for claim made or suits brought resulting from or are in connection with the performance of this Agreement.

If any part of the Services under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this Article. The CMC may request in writing a waiver of such insurance requirements for any subcontractor, provided that the amounts of any waiver of the various types of insurance shall be such amounts as are first approved by the City in writing. Any premiums for increased insurance amounts required by the City shall be billed as overhead and pro-rated among all owners, unless such an additional increased coverage is project specific. However, this will in no way relieve the CMC from meeting all insurance requirements or otherwise being responsible for the subcontractors. A list of preapproved insurance waiver amounts for certain subcontractors on the Project is attached in **Exhibit 8**. The CMC may not replace any of these subcontractors with a new subcontractor using these preapproved insurance waiver amounts. The CMC must obtain the City's prior written approval for any replacement subcontractor's desired waiver.

§ 12.4.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles for limits of not less than two million dollars (\$2,000,000.00) combined single limit bodily injury and property damage.

§ 12.4.3 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance as shall protect the CMC and anyone for whom it is legally liable performing Services under this Agreement, from claims of bodily injury, property damage and personal injury which arise from operation of this Agreement, whether such operations are performed by the CMC, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than five million dollars (\$5,000,000.00) bodily injury and property damage each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability of this Contract.

Coverage shall include the following terms and conditions:

1. Products/Completed Operations coverage is to be maintained for a period of six (6) years following final payment unless it is proven that this coverage is not commercially available to the CMC.
2. Broad Form Property Damage
3. Incidental Medical Malpractice Liability
4. Property Damage Liability shall include the X, C, U perils
5. Personal Injury
6. Contractual Liability
7. The City, the Designer and the Designer's Consultant shall be named additional insured with coverage to include defense costs.
8. If the CMC maintains limits of liability greater than the minimums required under this agreement, the CMC shall cause those limits to be made available to the City as an additional insured.

§ 12.4.4 WORKERS' COMPENSATION INSURANCE

Workers' compensation meeting the statutory requirements of the State of North Carolina and employers liability, five hundred thousand (\$500,000.00) per accident limit, five hundred thousand (\$500,000.00) disease policy limit, five hundred thousand (\$500,000.00) disease for each employee limit providing coverage for employees and owners.

§ 12.4.5 CONTRACTOR'S PROFESSIONAL LIABILITY

Contractor's Professional Liability insurance covering claims for loss to the extent caused by the negligent act, error or omission in the performance of professional services at limits of not less than five million dollars (\$5,000,000) for each claim/in the aggregate annually.

Coverage shall include the following terms and conditions:

- 1. The insured's interest in joint ventures
- 2. Punitive damages (where permitted/not prohibited)
- 3. Limited contractual liability
- 4. If claims made, the retroactive date will be prior to the date of this agreement
- 5. Provide an extended reporting period of not less than 36 months.

§ 12.4.8 RAILROAD PROTECTIVE LIABILITY INSURANCE

§ 12.4.8.1 Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04.
- c. The named insured shall read:

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 200
Raleigh, North Carolina 27604-1000
Attn: Risk Management

and

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Management
- d. The description of operations must appear on the Declarations, must match the project description in this Contract, and must include the appropriate City project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
- f. The name and address of the Prime Contractor must appear on the Declarations.
- g. The name and address of the City must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are **NOT** acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31

- (2) Any Punitive or Exemplary Damages Exclusion
- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

§ 12.5 CONFIDENTIALITY

§ 12.5.1 DEFINITIONS As used in this Contract, the term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- .1 Trade Secrets: For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- .2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- .3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- .4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. §160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- .5 Citizen or employee social security numbers collected by the City.
- .6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- .7 Local tax records of the City that contain information about a taxpayer's income or receipts.
- .8 Any attorney / client privileged information disclosed by either party.
- .9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- .10 The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- .11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- .12 Billing information of customers compiled and maintained in connection with the City providing utility services
- .13 Other information that is exempt from disclosure under the North Carolina public records laws. Categories 14.1.A through 14.1.L above constitute "Highly Restricted Information," as well as Confidential Information. The CMC acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the CMC will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information. The Parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

§ 12.5.2 RESTRICTIONS The CMC shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- .1 The CMC shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- .2 The CMC shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or CMC having a need to know such Confidential Information for purpose of performing Services contemplated by written agreements between the City and the CMC, and who has executed a confidentiality agreement

incorporating substantially the form of this the Contract. CMC shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- .3 The CMC shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the Parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- .4 The CMC shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- .5 The CMC shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- .6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CMC shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- .7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- .8 The CMC shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- .9 The CMC shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The CMC shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

§ 12.5.3 EXCEPTIONS The City agrees that the CMC shall have no obligation with respect to any Confidential Information that the CMC can establish:

- .1 Was already known to the CMC prior to being disclosed by the City;
- .2 Was or becomes publicly known through no wrongful act of CMC;
- .3 Was rightfully obtained by CMC from a third party without similar restriction and without breach hereof;
- .4 Was used or disclosed by CMC with the prior written authorization of the City;
- .5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CMC shall first give to the City notice of such requirement or request; or
- .6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the CMC shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the City and the CMC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and CMC.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132 2009, Standard Form Agreement Between Owner and CMC as Advisor, as modified
- .2 Supplementary Conditions A: Federal Contracting Requirements
- .3 Supplementary Conditions B: DBE Program
- .4 Exhibit 1: Scope of Services
- .5 Exhibit 2: Schedule
- .6 Exhibit 3: Compensation

- .7 Exhibit 4: Key personnel & Staffing Plan
- .8 Exhibit 5: Third Party Contracts
- .9 Exhibit 6: Forms
- .10 Exhibit 7: Restricted Data Policy
- .11 Exhibit 8: Subcontractor Insurance
- .11 Contract Modifications (if any)
- .12 Change Orders (if any)

NOTE: This Agreement does *not* incorporate AIA Document A232 2009, General Conditions of the Contract for Construction, CMC as Advisor despite the preprinted boilerplate language on the document.

§ 13.3 HIERARCHY

§ 13.3 In the event of conflicts or discrepancies among the documents that make up this Agreement, interpretations will be based on the following priorities:

- .1 FTA Federal Clauses and Certifications
- .2 Change Orders or Modifications
- .3 This Standard Form Agreement
- .4 The CMC's Statement of Qualifications
- .5 The Solicitation Documents

§ 13.4 DEFINITIONS

The following words and phrases, when used in this Agreement shall have the following meanings:

Additional Services means work or services not provided for in the Agreement, specifically those addressed in Article 4 of this Agreement.

Agreement means this AIA C132 2009 Agreement Between Standard City and CMC Agreement, as modified by the parties, and Supplementary Conditions, Exhibits and Attachments made part of this Agreement upon its execution. The Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral.

Basic Services means those services provided for in Article 3 and Exhibit 1, and any applicable Change Order or Modification.

Blue Line Extension (BLE) means shall mean that comprehensive light rail project that is contemplated and authorized by the Federal Full Funding Grant Agreement executed between the City and the FTA on October 16, 2012.

BLE Manager of Construction (MOC) means the City representative identified in Section 1.1.8 of this Agreement.

CATS means the Charlotte Area Transit System and shall be synonymous with the "City" for the purposes of this Agreement.

Change Order means a written order issued by the City, pursuant to Article 3.5, to the CMC delineating changes in the Scope of Services of the Agreement and establishing the basis of payment and time adjustments for the Services affected by the changes.

City means the City of Charlotte, the North Carolina municipal corporation that is the public owner of the Project embodied by this Agreement.

Construction Management Consultant ("CMC") means the individual, firm, partnership, corporation, joint venture or any combination thereof, who, as an independent CMC has entered into this Agreement with the City, as set forth in the General Information, and who is referred to throughout this Agreement by singular number and neutral or masculine gender.

Contract(s) means the reciprocal undertakings, obligations, and rights of the City and the Contractors.

Contract Documents means the several writings that evidence the Contract(s). They consist of the agreement between the City and Contractor(s) (General, Supplementary and other Conditions), Drawings, Specifications, Addenda, other documents listed in the Contract and Modifications, all of which form the Contract, and are as fully a part of the Contract.

Contract Sum means the total amount payable by the City to the Contractors for the Work.

Contract Time means the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

Contracting Officer means the Department Director for CATS, or his designated representative, authorized and empowered to execute contracts and agreements on behalf of the City.

Contractor means a party or entity retained by the City as an independent contractor to provide the construction, labor, materials, equipment or services necessary to complete a specific portion of the Work under Contracts with the City that are administered by the CMC. The term does not include the City's own forces, including persons or entities under separate contracts not administered by the CMC. The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the CMC or Designer in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

Council means the Charlotte City Council.

Current Funding Phase Limit means the amount approved and appropriated by Council for the City to spend under this Agreement according to each NTP.

Day(s) means calendar day or days unless otherwise designated. All references to days in this Agreement (including the Supplementary Conditions and/or Exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term "business days."

Deliverable means any document, item, service, or work product that the CMC is responsible for providing to the City under this Agreement and which becomes property of the City upon delivery.

Department means the Charlotte Area Transit System (CATS).

Designer means the Architect, Design Professional or Engineer identified on page 1 of this Agreement and its consultants, retained by the City to perform design services throughout all phases of the Project, and licensed in the State of North Carolina.

DBE means Disadvantaged Business Enterprise as defined by federal law.

Drawings mean the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Effective Date means the date on which the terms and conditions of this Agreement shall govern all contract activity.

Government means any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Agreement or the Project.

Hazardous Materials means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), as amended from time to time, and regulations promulgated thereunder.

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Key Personnel shall be defined as set forth by Section 2.7 of this Agreement.

Laws and Regulations means the applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over or providing funding for the Agreement or the Project.

Master Construction Project Schedule means the document initially prepared by and updated by the CMC and approved by the City that indicates proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the Contract Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City's occupancy requirements and estimated Date of Substantial Completion of the Project. The CMC shall prepare and submit to the City and Designer, for their review and approval, a Master Construction Project Schedule, which shall be integrated into the Master Project Schedule. The Master Construction Project Schedule shall include the construction schedules submitted by the Contractors as well as those construction schedules submitted to the Designer by the contractors in which the Designer shall administer.

Modification means a change to the Agreement that is signed by the CMC and the City, which provides for a change to the provisions of the Agreement, including Additional Services outside the scope of the original Agreement.

Project means the design, construction, testing, and system integration required to fully establish sustained revenue operations of the BLE which consists of 9.3 miles of a new double track light rail track running from 7th Street to a terminal station along Cameron Blvd. on the campus of UNCC in northeast Charlotte and Mecklenburg County, NC and for which a portion of the CMC is to provide services under this Agreement. The Project is an extension of the existing CATS South Corridor LYNX Blue Line. The Project also includes Work performed by other Contractors under separate contracts not administered by the CMC or work performed by the City's own forces.

Project Manager(s) means the employee of the City designated by the City as one of the primary persons with oversight of the Project and as one of the primary point of contact for the Project.

Railroads shall collectively mean CSX Transportation (CSX), North Carolina Railroad (NCRR), Norfolk Southern (NSR), Norfolk Southern Intermodal, Aberdeen Carolina & Western (AC&W), North Carolina Department of Transportation—Rail Division (NCDOT-Rail), and Amtrak.

Samples means the physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

(Paragraph deleted)

Services means the furnishing of personnel, services, labor, and other incidentals necessary or convenient to the successful performance of the construction management services for the Project provided by the CMC under this Agreement and the carrying out of the duties and obligations imposed by this Agreement, including alterations, amendments, or extensions thereto made by Change Orders or Modifications. Such Services shall be described in detail in the Scope of Services in **Exhibit 1** as well as Article 3 and Article 4 of this Agreement. Services shall consist of the Basic Services and Additional Services (if any).

Shop Drawings means the drawings, diagrams, schedules and other data specially prepared for the Work by a Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Specifications mean that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

State means the State of North Carolina.

Subcontractor means either one of the following depending on its context: (1) any person or entity (individual, partnership, firm or corporation) who has a direct contract with the CMC or another subcontractor to perform a portion of the Services undertakes, with the prior approval of the City, the partial or total of one or more items of Services under the terms of this Contract, or who performs other services for the CMC as required to fulfill the terms of this

Init.


Contract by virtue of an agreement with the CMC or another subcontractor or (2) any person or entity retained by a Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.

Substantial Completion of the Work means the date when the Work of each of the Contractors is sufficiently complete in accordance with the Contract Documents so that the City may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. All inspections and certificates of occupancy must be complete and in the City's possession. Determination of Substantial Completion shall be at the City's sole discretion.

Task means any specific Services item designated by this Contract or the MOC.

Work means the construction and services provided by the Contractors necessary or incidental to fulfill the Contractor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project.

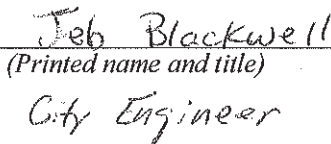
This Agreement is entered into as of the day and year first written above.



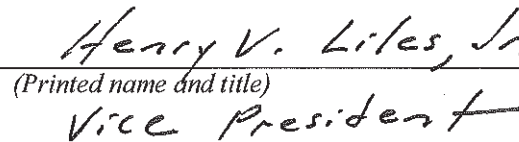
CITY (Signature)



CONSTRUCTION MANAGER (Signature)



Jeb Blackwell
(Printed name and title)
City Engineer



Henry V. Liles, Jr.
(Printed name and title)
Vice President

SUPPLEMENTARY CONDITIONS – A

FEDERAL CONTRACTING REQUIREMENTS

1. Federal Applicability

The Services to be performed under this Contract will be financed in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. These Supplementary Conditions identify the federal requirements that are applicable to this Contract. The CMC is responsible for complying with all applicable provisions.

To the extent applicable, the federal requirements contained in the most recent version of the FTA Master Agreement, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the CMC pursuant to its obligations under this Contract. The CMC and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Services to be performed under this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CMC shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

2. Fly America

The CMC understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by US-flag air carriers to the extent such service is available, in compliance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118, and US GSA regulations, “Use of US Flag Air Carriers,” 41 CFR §§ 301-10.131 through 301-10.143.

This requirement extends to all subcontractors and their contracts at every tier and this clause shall be included in all such subcontracts.

3. Reserved

4. Reserved

5. Cargo Preference

The CMC shall use privately owned US-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for US-flag commercial vessels. The CMC shall furnish within twenty (20) days after the date of loading for shipments originating within the US or within thirty (30) days after the date of leading for shipments originating outside the US, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment to this Project to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the CMC in the case of a subcontractor’s bill-of-lading).

This requirement extends to all subcontractors and their contracts at every tier and this clause shall be included in all such subcontracts.

6. Seismic Safety Requirements

The CMC agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in USDOT Seismic Safety Regulations, 49 CFR Part 41, and will certify compliance to the extent required by the regulation. The CMC also agrees to ensure that all Services performed under this Contract, including Services performed by a subcontractor, are in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

7. Energy Conservation

The CMC agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*

This requirement extends to all subcontractors and their contracts at every tier and this clause shall be included in all such subcontracts.

8. Clean Water

The CMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, *et seq.* The CMC agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CMC also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by FTA.

9. Reserved

10. Reserved

11. Lobbying

The CMC agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The CMC and all subconsultant tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. The CMC shall make such disclosure on the disclosure form included in the Project Manual. See Exhibit 6 for certification.

The CMC further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

12. Access to Records & Reports

The City is not a state but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR §18.36(i), the CMC agrees to provide the City, the FTA Administrator, the Comptroller General of the US or any of their authorized representatives access to any books, documents, papers and records of the CMC which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. CMC also agrees, pursuant to 49 CFR §633.17 to provide the FTA Administrator or his authorized representatives including any PMOC access to CMC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§5307, 5309 or 5311.

Where any City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. §5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. §5302(a)1) through other than competitive bidding, the CMC shall make available records related to the Contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The CMC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CMC agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CMC agrees to maintain same

until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The CMC agrees to include the above clause(s) in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subsubcontractor who will be subject to its provisions.

13. Federal Changes

The CMC shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The CMC's failure to so comply shall constitute a material breach of this Contract.

This requirement extends to all subcontractors and their contracts at every tier and this clause shall be included in all such subcontracts.

14. Reserved

15. Clean Air

The CMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The CMC agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CMC also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by FTA.

16. Recycled Products

The CMC agrees to comply with all the requirements of the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now cited as 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

This requirement extends to all third party consultants and their contracts at every tier.

17. Reserved

18. Contract Services Hours & Safety Standards Act

Overtime requirements - No CMC or subconsultant contracting for any part of the Contract Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph above of this section the CMC and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such CMC and subconsultant shall be liable to the U.S. for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the paragraph above of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.

Withholding for unpaid wages and liquidated damages - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Services performed by the CMC or subconsultant under any such contract or any other Federal contract with the same prime CMC, or any other federally-assisted contract subject to the Contract Services Hours and Safety Standards Act, which is held by the same prime CMC, such sums as may be determined to be

necessary to satisfy any liabilities of such CMC or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph above of this section.

Subcontracts - The CMC or subconsultant shall insert in any subcontracts the clauses set forth in the paragraphs above of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime CMC shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in the paragraphs above of this section.

19. No Government Obligation to Third Parties

The City and the CMC acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the CMC, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The CMC agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultants who will be subject to its provisions.

20. Program Fraud & False or Fraudulent Statements & Related Acts

The CMC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801, *et seq.* and US-DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the CMC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract Services is being performed. In addition to other penalties that may be applicable, the CMC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CMC to the extent the Federal Government deems appropriate.

The CMC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CMC, to the extent the Federal Government deems appropriate.

The CMC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

21. Reserved

22. Government-Wide Debarment & Suspension

This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the CMC is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The CMC, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (CMC and lower-tier participants must comply):

Verification

The CMC and all lower-tier participants must verify that the person with whom the CMC or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The CMC and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause

or condition to the covered transaction with that lower-tier participant. See Exhibit 6 for CMC certification form and Lower-tier participant certification form.

Disclosing Information

The CMC and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355.

23. Reserved

24. Civil Rights Requirements

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, §303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, §202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the CMC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CMC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Contract:

Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the CMC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CMC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CMC agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with §4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the CMC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CMC agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with §102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the CMC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CMC agrees to comply with any implementing requirements FTA may issue.

The CMC also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Reserved

26. Reserved

27. Reserved

28. Disadvantaged Business Enterprises (DBE)

See Supplementary Conditions B.

29. Incorporation of FTA Terms

The provisions of this Contract include, in part, certain standard terms and conditions required by the US-DOT, whether or not expressly set forth in the Contract provisions. All applicable contractual provisions required by US-DOT, as set forth in FTA Circular 4220.1F or Federal law, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CMC shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

The CMC also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

30. Reserved

31. F.A.R. Compliance

Any adjustment to the CMC's compensation under the Contract shall include only costs and other compensation that are allowable, allocable and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable and reasonable under the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System, 48 C.F.R., Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

32. ADA Access

The CMC and any of its subcontractors under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- i.** DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- ii.** DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- iii.** Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- iv.** Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- v.** DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- vi.** General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- vii.** Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- viii.** Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- ix.** FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- x.** U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- xi.** Any implementing requirements FTA may issue.

SUPPLEMENTARY CONDITIONS – B

DISADVANTAGED BUSINESS ENTERPRISE

This Contract is subject to the requirements of 49 C.F.R., Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The goal for participation of Disadvantaged Business Enterprises (DBE) is **9%**.

The CMC shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CMC shall carry out applicable requirements of 49 C.F.R., Part 26 in the award and administration of this DOT-assisted Contract. Failure by the CMC to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Each subcontract the CMC signs with a subconsultant must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The CMC is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.55. Award of this Contract is conditioned upon the submission of the following, concurrent with and accompanying an initial proposal prior to award: (i) the names and addresses of DBE firms that will participate in this Contract; (ii) a description of the work each DBE will perform; (iii) the dollar amount of the participation of each DBE firm participating; (iv) written documentation of the CMC's commitment to the DBE subconsultants whose participation it submits to meet the Contract goal; (v) written confirmation from the DBE that it is participating in the Contract as provided in the CMC's commitment; and (vi) if the Contract goal is not met, evidence of good faith efforts to do so must be provided; CMC shall have present the information required above as a matter of responsiveness (see 49 C.F.R. 26.53 (3)).

The CMC is required to pay its subconsultants performing work related to this Contract for satisfactory performance of that work no later than seven (7) days after the CMC's receipt of payment for that work from the City. In addition, the CMC is required to return any retainage payments to those subconsultants within thirty (30) days after incremental acceptance of the subconsultants work by the City.

The CMC must promptly notify the City whenever a DBE subconsultants performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The CMC may not terminate any DBE subconsultants and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Disadvantaged Business Enterprise Provisions and Requirements for Contracts, Forms and Certifications

Pursuant to *Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Executive 11246* as implemented in the Charlotte area by the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP), *Executive Order 11625* concerning the utilization of Disadvantaged Business Enterprises, the Department of Transportation *Circular 4716.1A, 49 CFR Part 26*, the CMC is required to take certain actions designed to assure equitable participation and maximum feasible opportunities for the participation of DBEs.

PART I - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. Federal Nondiscrimination Provisions Pursuant to 41 CFR 60-1.4(b) Federally Assisted Contracts. Each Contract must incorporate the following equal opportunity clause (contracts less than \$10,000.00 are exempt, see §60-1.5 of regulation):

During the performance of this contract, the CMC agrees as follows:

1. The CMC shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CMC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The CMC agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CMC shall, in all solicitations or advertisements for employees placed by or on behalf of the CMC state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The CMC shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CMC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CMC shall comply with all provisions of *Executive Order* 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CMC shall furnish all information and reports required by *Executive Order* 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CMC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CMC may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in *Executive Order* 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order* 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.
7. The CMC shall include the portion of the sentence immediately preceding paragraph (A.1) and the provisions of paragraphs (A.1) through (A.7), in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order* 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CMC will take such action with respect to any subcontractor or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CMC becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administering Agency, the CMC may request the United States to enter into such litigation to protect the interests of the United States.

B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity Pursuant to 41 CFR 60-4.2 and *Executive Order* 11246 shall be a part of, all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000.00 in Charlotte's geographical area.

1. The CMC's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" (Part I. C a-p) set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CMC's aggregate work force in each trade on all construction work in the Charlotte area, are as follows:

The following goals and timetable for female employment apply nationwide.

<u>Timetable</u>	<u>Table</u>	<u>Goal</u>
From April 1, 1980 Until further notice by OFCCP	All Combined	6.9%

The following goals and timetables for minority employment apply to the Charlotte, North Carolina, Standard Metropolitan Statistical Area (SMSA) which includes Gastonia, Mecklenburg,

and Union Counties.

<u>Timetable</u>	<u>Table</u>	<u>Goal</u>
Until further notice by OFCCP	Each Trade	18.5%

These goals are applicable to all the CMC's construction work (whether or not it is Federal or Federally-assisted) performed in the Charlotte covered area. If the CMC performs construction work in a geographical area located outside of the Charlotte SMSA, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the CMC also is subject to the goals for both its federally involved and non-federally involved construction.

The CMC's compliance with *Executive Order* 11246, the regulations in 41 CFR Part 60-4, shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specification set forth in **41 CFR 60-4.3(a) section C** below, and its efforts to meet the goals established for the Charlotte geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CMC shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CMC to CMC or from project to project for the sole purpose of meeting the CMC's goals shall be a violation of the contract, *Executive Order* 11246, the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Subject to the requirements provided in the appropriate General and Supplementary Conditions, the CMC shall provide written notification to the City's Office of Civil Rights and the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any subcontract in excess of \$10,000.00 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- C. Equal Employment Opportunity Clause Pursuant to 41 CFR 60-4.3(a) is required to be included in, and part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in the following specifications:

- a. "*Covered area*" means the Charlotte, North Carolina, Standard Metropolitan Statistical Area, which includes: Gastonia, Mecklenburg, and Union counties.
- b. "*Director*" means Director, Office of Federal Contract Compliance Programs (OFCCP) United States Department of Labor, or any person to whom the Director delegates authority.
- c. "*Minority*" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and

participation or community identification).

2. Whenever the CMC, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the foregoing Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. Each CMC or Subcontractor is individually required to comply with its obligations under these EEO provisions, and to make a good faith effort to achieve each goal in the Charlotte area in each trade in which it has employees. The overall good faith performance by other CMCs or Subcontractors toward a goal in the Charlotte area does not excuse any covered CMC's or Subcontractor's failure to take good faith efforts to achieve the covered area's goals and timetables.
4. The CMC shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization. The CMC should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CMC is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CMC has a collective bargaining agreement to refer either minorities or women, shall excuse the CMC's obligations under these specifications, *Executive Order 11246*.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CMC during the training period, and the CMC must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CMC shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the CMC's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. ***The CMC shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:***
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CMC's employees are assigned to work. The CMC shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CMC's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CMC or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CMC by the union or, if referred, not employed by the CMC, this shall be documented in the file with the reason therefore, along with whatever additional actions the CMC may have taken.
 - d. Provide immediate written notification to the City's Civil Rights Officer and OFCCP's Director when the union or unions with which the CMC has a collective bargaining agreement has not

referred to the CMC a minority person or woman sent by the CMC, or when the CMC has other information that the union referral process has impeded the CMC's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CMC's employment needs, especially those programs funded or approved by the Department of Labor. The CMC shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the CMC's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CMC in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the CMC's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CMCs and Subcontractors with which the CMC does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations to schools with minority and female students and to minority and female recruitment and training organizations serving the CMC's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CMC shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the CMC's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CMC's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CMC's EEO policies and affirmative action obligations.
8. CMCs are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CMC association, joint contractor-union, contractor-community, or other similar group of which the CMC is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the CMC actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CMC's minority and female work force, participation, makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CMC. The obligation to comply, however, is the CMC's and failure of such a group to fulfill an obligation shall not be a defense for the CMC's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The CMC, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CMC may be in violation of *Executive Order 11246* if a particular group is employed in a substantially disparate manner (for example, even though the CMC has achieved its goals for women generally, the CMC may be in violation of *Executive Order 11246* if a specific minority group of women is underutilized).
 10. The CMC shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The CMC shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to *Executive Order 11246*.
 12. The CMC shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to *Executive Order 11246*, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CMC who fails to carry out such sanctions and penalties shall be in violation of these specifications and *Executive Order 11246*, as amended.
 13. The CMC, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CMC fails to comply with the requirements of *Executive Order 11246*, the implementing regulations, or these Specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
 14. The CMC shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as required by the City in paragraph 16 below and as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CMCs shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). Similarly, nothing herein shall be interpreted to diminish the responsibilities of the City of Charlotte nor the obligations of CMCs or Subcontractors pursuant to *Executive Order 11246*.

D. Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 Pursuant to 49 CFR Part 21.

During the performance of this Contract, the CMC agrees as follows:

1. The CMC shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. The CMC, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CMC shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. In all solicitations either by competitive bidding or negotiations made by the CMC for work to be performed under a subcontract, including procurements to materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CMC of the CMC's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
4. The CMC shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CMC is in the exclusive possession of another who fails or refuses to furnish this information, the CMC shall so certify to the City, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the CMC's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the CMC under the Contract until the CMC complies, and/or
 - b. Cancellation, termination or suspension of the Contract in whole or in part.

PART II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

Disadvantaged Business Enterprise (DBE) Participation Contract Provisions and Specifications Pursuant to Executive Order 11625 and 49 CFR Part 26.

Goal through Race-Neutral Means

The City has established an annual overall DBE Program Goal of 15.8% for the participation of disadvantaged business in all contracts for federal fiscal year 2011. Subcontracts awarded by the CMC to firms owned by disadvantaged persons and to joint ventures of which such firms are a part are essential to the achievement of the City's DBE goal. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award.

Contract Specific Goal

Where there is a contract specific goal, failure to carry out the pre-award requirements of this part of the DBE Provisions will be sufficient ground to reject the Bid. By submitting his/her bid, each Bidder gives assurances that he/she will meet the City's percentage goal set forth in this Part for participation by disadvantaged business enterprises in the performance of any contract resulting from this solicitation or, as an alternative, that he/she has made or will make good faith efforts toward meeting the DBE Program goal, and will demonstrate to the City's

satisfaction that he/she has made such efforts as required under Part II of this Provision.

A contract specific goal of 9% has been established for this Project.

Bidders are informed that price alone does not constitute an acceptable basis for rejecting DBE bids unless the Bidder can demonstrate that no reasonable price can be obtained from a DBE. A Bidder's failure to meet the DBE goal or to show reasonable efforts to that end will, in the City's discretion, constitute sufficient ground for bid rejection. Such reasonable efforts are discussed in Section II.

Pursuant to Federal Regulations 49 CFR Part 26, the following pages will provide Bidders with information about the City's DBE Program requirements, which is administered by the City's Office of Civil Rights. Clarification of the DBE specifications along with assistance in completing the forms or certification can be obtained by calling (704) 432-2566. Bidders will also have an opportunity to ask questions regarding the directives contained in the DBE Provisions at the pre-bid/pre-proposal conference(s).

I. CONTRACT ASSURANCE CLAUSE

It is the policy of the City that DBE as defined in the U.S. Department of Transportation Regulation 49 CFR Part 26 shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with Federal funds. Each contract signed between the City, contractor and subcontractor must include the following assurance as required in [see 49 CFR Part 26.13(b)]:

"The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CMC shall carry out applicable requirements of 49 CFR Part 26 in the award and administration Department of Transportation (DOT)-assisted contracts. Failure by the CMC to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with the City are aware of their responsibilities and the commitment of the City to see that the City's DBE Policy is carried out in all instances.

II. DOCUMENTATION OF GOOD FAITH EFFORTS

In order to monitor DBE participation on Federally-assisted contracts (primes and subcontractors) **Bidders are required to submit with their bids/proposal a completed form entitled "Schedule of DBE Participation", indicating the names, respective scope of services to be performed, and the dollar values of each DBE subcontractor that the Bidder proposes for participation in the contract work.** If the information so submitted indicates that the City's goal will not be met, the Bidder shall also submit evidence sufficient to show to the City satisfaction that the Bidder has in good faith made every reasonable effort, in the City's judgment, to meet such goals prior to contract award.

A bid will not be considered responsive unless the bidder complies with Title 49 Code of the Federal Regulations, Part 26, and the City of Charlotte's Disadvantaged Business Enterprise Program. Bidders are **required** to submit the following documentation with their bid/proposal submittal:

DBE Form: Schedule of DBE Participation

Note: This form is provided with this solicitation, form elsewhere in this document.

The following is a list of actions which you should consider as part of the Good Faith Efforts to obtain DBE participation. It is not intended to be exclusive or exhaustive:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The CMC's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the CMC's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or CMC.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

III. DBE PROGRAM DEFINITIONS, AS USED IN CONTRACT

“Disadvantaged Business Enterprise” or “DBE” means a small business concern:

Which is at least fifty one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual owners?

A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of \$20,410,000.00 over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

“Socially and Economically Disadvantaged Individuals” mean those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

- 1) Any individual, whom a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- 2) Any individual in the following groups, members of which are refutably presumed to be socially and economically disadvantaged:
 - a. **“Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
 - b. **“Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Burma (Myanmar), Korea, Vietnam, Laos-Cambodia, the Philippines (Kampucha), Thailand, Malaysia, Indonesia, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic and Palau) and the commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Mauro, Federated States of Micronesia or Hong Kong;
 - e. **“Subcontinent Asian Americans”**, which includes persons, whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. **“Women”**, regardless of race, ethnicity, or origin;
 - g. Or any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. The City shall make a rebuttal presumption that individuals in the above groups are socially and economically disadvantaged. Such presumption may be challenged by a third party in accordance with the procedures in 49 CFR Section 26.69; and
 - h. **“Tribally-Owned”** concern means any concern at least 51 percent owned by an Indian tribe as a defined in this section.

IV. THE ELEMENTS OF THE SOCIALLY AND ECONOMICALLY DISADVANTAGED

A. Socially Disadvantaged:

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American Society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control. Evidence of individual social disadvantage must include the following elements:

- (1) At least one objective distinguishing feature that has contributed to social disadvantaged, such as race, ethnic origin, gender, disability, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged;
- (2) Personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and
- (3) Negative impact on entry into or advancement in the business world because of the disadvantage. All relevant evidence in assessing this element will be considered. In every case, however, recipients will consider education, employment and business/history, where applicable, to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

B. Economic Disadvantaged:

- (1) Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

- (2) When an individual's Personal Net Worth exceeds the \$750,000.00 threshold, the presumption of economic disadvantage is conclusively rebutted and the individual is no longer eligible to participate in the DBE program.
- (3) People who are not presumed socially and economically disadvantaged can still apply for DBE certification. To do so, they must demonstrate that they are disadvantaged as individuals.

C. DBE Utilization

The Bidder may rely on written representation by subcontractors regarding their status as disadvantaged business enterprises in lieu of an independent investigation, however;

- (1) Prior to award of this Contract, as requested by the City, Bidders shall cause disadvantaged business enterprises and joint ventures involving disadvantaged businesses to submit, through the Bidder, appropriate certification documentation to the City as required by the NCDOT DBE Certification Application. On the basis of this disclosure and any other relevant information, should the City determine any firm to not be a legitimate DBE, Bidders shall be permitted to substitute bona fide DBEs for the City's consideration.
- (2) After bid opening and during contract performance, Bidders and the CMC, as the case may be, are required to make every reasonable effort to replace a DBE subcontractor that is unable to perform successfully, with another DBE, prior to substituting a DBE which is not performing satisfactorily, the CMC shall seek approval from the City's Office of Civil Rights. The City's Office of Civil Rights shall approve all prior substitutions in writing in order to ensure that the substitutions of firms are bona fide DBEs. The Prime Contractor may not terminate any DBE subcontractors and perform that work through its own forces or those of an affiliate without prior written consent of the City.
- (3) In the event of the CMC's non-compliance with the disadvantaged business requirements of this Contract, the City shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CMC until the CMC complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
- (4) For information to Bidders, attached at the end of these provisions are entitled "***Counting DBE Participation Toward DBE Goals With Only Firms Certified Under NCDOT Unified Certification Program***" outlines the Department of Transportation's rules, guidelines and criteria for (a) making determinations as to the legitimacy of DBEs (b) ensuring that contracts are awarded to Bidders that meet DBE goals, and (c) counting DBE participation toward DBE goals. Special attention should be given to the **30 Percent Rule** for DBE Primes and the **60 Percent Rule** for DBE Suppliers.
- (5) The CMC shall cooperate with the City's Civil Rights Officer or a designee in any review of the CMC's procedures and practices with respect to disadvantaged business enterprises which the Civil Rights Officer may from time to time conduct.

V. DBE REPORTING REQUIREMENTS

The CMC shall submit the **Monthly Report on DBE Participation** not later than the tenth (10th) day of each month of the contract period. The CMC and subcontractors shall permit access to their books, records, and accounts by the Office of Civil Rights of the FTA and the City's Office of Civil Rights or a designated representative for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the CMC in a fashion, which is readily accessible to the City for a minimum of three (3) years following completion of this Contract.

To ensure that all obligations under any contract awarded as a result of this bid solicitation are met, the City will conduct periodic reviews of the CMC's DBE involvement efforts during contract performance. The CMC shall bring to the attention of the City's Civil Rights Officer any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

The City will track and report the extent of the CMC's race-neutral business assistance efforts. For reporting

purposes, race-neutral DBE participation includes, but is not limited to, the following:

- (1) DBE participation through a prime contract, a DBE obtains through customary competitive procurement procedures;
- (2) DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and
- (3) DBE participation through a subcontract from a prime contract that did not consider a firm's DBE status in making the award.

VI. PROMPT & RETAINAGE PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. The City will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within seven (7) days after City's payment to the prime contractor.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City. When the City has made incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The CMC's failure to pay subcontractors as provided shall be a material breach for which the City may cancel the Contract.

The prime contractor agrees to return retainage payments to each subcontractor within seven (7) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

VIII. REPORTING & RECORDKEEPING REQUIREMENTS.

1. The CMC shall submit periodic reports of contracting with disadvantaged business enterprises in such form and manner and at such time as prescribed by the City, the **Monthly Report on Disadvantaged Business Enterprise Participation Form** (attached to this document) is currently required to be submitted within ten (10) calendar days following the end of month.
2. The CMC and subcontractors shall permit access to their books, records, and accounts by the Office of Civil Rights of the FTA and the City's Civil Rights Officer or a designated representative for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the CMC in a fashion, which is readily accessible to the City for a minimum of three (3) years following completion of this Contract.
3. To ensure that all obligations under any contract awarded as a result of this bid solicitation are met, the City will conduct periodic reviews of the CMC's DBE involvement efforts during contract performance. The CMC shall bring to the attention of the City's Office of Civil Rights any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

IX. MISCELLANEOUS REQUIREMENTS

1. There should be no restrictions through, for example, by law provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the minority or women owners, without the cooperation or vote of any owner who is not a minority or woman, from making a business decision of the firm in accordance with 49CFR26.71(c).

2. The CMC shall take affirmative steps in establishing local banking requirements for funds received from this project. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a contractor to be in non-compliance with 49CFR26.27. The Federal requirement states that deposits in banking institutions are not considered toward fulfillment of the DBE goals.

CERTIFICATION

The undersigned certifies that he/she has read, understands, and agrees to be bound by Part I, Equal Employment Opportunity and Part II, the DBE Program Provisions and Requirements, including the accompanying FORM D, and the other terms and conditions in the Notice to Bidders. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statements and representations and that said statements and representations are true and correct to the best of his/her knowledge and belief. It is the intent by the undersigned to enter into formal agreement(s) with subcontractors or suppliers named in this document conditioned upon execution of a contract with the owner (City). All DBE subcontractors and suppliers must provide proof of their DBE status or receive confirmation of their status from City's Civil Rights Officer prior to contract award. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., the CMC) to implement any of the stated agreements, intentions, objectives, goals, commitments and substitutions set forth herein without prior approval by the Civil Rights Officer or a designee, then in any of such events the CMC's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies City may have for other defaults under the contract, or otherwise. Additionally, the CMC will be subject to the loss of any future contract awards.

CMC's Signature: _____ Phone No: _____ Date: _____

Print Name: _____ Title: _____

Monthly Payments to Subcontractors/Suppliers

The following form has been designed to track contractor's commitments and actual monthly payments to sub/suppliers on a City of Charlotte project. The form has been formatted to allow the contractor's representatives to print or type in the requested information. (Typing is preferred.)

Note: An electronic version that can be typed into will be posted on <http://charmeck.org/city/charlotte/cats/about/Business/procurement/Pages/dbesbe.aspx>

Submit this form with your company's monthly invoices for payment for work by your company on the City contract.

Contract Number#: List the project's assigned contract number if it is not already listed.

Project Name: List the official name of the project if it does not already appear.

Contractor Name: List your company's name.

Non-DBE or DBE Contractor: Check whether your company (as the contractor) is a DBE certified firm.

Reporting Month/Year: Identify the month of the transactions that is being reported.

Dollars Paid to Contractor: Identify all payments that have been made to your company from this contract since the notice to proceed.

List all Subcontractors, Sub-consultants, and Material Suppliers that have worked and/or that your company intends to use on the project.

Note: the "☑" check box column is for City staff use only.

√	Company, Contact Person, Email and Phone.	Work performed or materials provided	Total Dollars Commitment	Dollars Paid this month	Total Dollars Paid Since NTP
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Company, Contact Person, Email and Phone: List the sub/supplier companies' names, contact persons, email addresses and phone numbers.

Work performed or materials provided: Identify what type of work or materials that were supplied by the sub/supplier companies.

Total Dollars Commitment: Identify the company's total project estimated dollar commitment to the sub/supplier companies.

Dollars Paid this month: List the total amount of actual payments made to each sub/supplier company in the reporting month listed.

Total Dollars Paid Since NTP: List the total amount of actual payments made to the sub/supplier company since the notice to proceed.

That official authorized and responsible for certifying payments listed on the form should:

Print his or her name and title.

Type or print the phone number of the representative responsible for certifying subcontractor payments.

Sign and date the form in the presence of a notary. Have the notary certify the representative's signature.

Contractor Name: _____ Non-DBE : DBE

Reporting Month/Year _____ Dollars Paid to Contractor: _____

Submit this form with invoice. Below list all Sub-contractors, Sub-consultants, and Material Suppliers that have worked and/or that your company intends to use on this project. List actual payments made in the reporting month listed above.

√	Company, Contact Person, Email and Phone.	Work performed or materials provided	Total Dollars Commitment	Dollars Paid this month	Total Dollars Paid Since NTP

✓	Company, Contact Person, Email and Phone.	Work performed or materials provided	Total Dollars Commitment	Dollars Paid this month	Total Dollars Paid Since NTP

I certify that this information accurately reflects actual payments made to Subcontractors, Sub-consultants, and Material Suppliers on the above referenced project.

Signature of Authorized Official _____ Printed Name _____ Title _____ Date _____ Phone Number of Signer _____

STATE OF _____
COUNTY OF _____



Subscribed and sworn to and subscribed before me this _____ day of _____, 20____,

Print Name of Notary Public _____ Signature of Notary Public _____
 My Commission Expires _____

**Counting DBE Participation toward DBE Goals
with Only Firms Certified Under NCDOT Unified Certification Program**

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
- (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a) (2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Services that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (b) **When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.**
- (c) **Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.**
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) (3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.
- (d) **Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:**
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the

contract using trucks it owns, insures, and operates using drivers it employs.

- (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration. Example to this paragraph (d) (5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.
- (6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this paragraph (e) (1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are purchased from a DBE regular dealer, count **sixty percent (60%) of the cost** of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e) (2) (ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e) (2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this

part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87 (i).

- (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.**
- (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.**

EXHIBIT 1 – SCOPE OF SERVICES

Exhibit 1

Construction Management

Scope of Services

For

LYNX Blue Line Extension

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CONSTRUCTION MANAGEMENT SERVICES

The Scope of Services under this Agreement involves managing the construction of the 'horizontal' elements of the Project such as roadway/civil, track/systems, and all other related horizontal elements within the Scope of Services and as defined in the bid packages. The Scope of Services does not include managing the construction of the 'vertical' elements of this Project such as parking garages, buildings, and all other related vertical elements. Also included in this Scope of Services are the System Integration and Testing (SIT) of the light rail facility and all associated elements.

The CMC shall provide construction management staff (CMC Staff) as directed by the City, for the following anticipated construction packages as defined in the 65% design plans completed by the City in 2012:

- 1) Advanced Utility Relocations - Segments A, B, and C (3 packages): The work of these contracts consists of site preparation, the relocation and construction of public utilities (i.e. water, sewer, and storm drainage), a joint duct bank to be occupied by private communications companies, retaining walls, and site preparation (clearing, grading, and borrow) for private utility relocations. The private utility relocations are to be coordinated by the City and its representatives.
- 2) Civil – Segments A and B/C (2 packages): The work of these contracts consists of the construction of the roadbed necessary to accommodate a double track light rail system. The work is anticipated to include utility relocations, drainage, earthwork, bridges, retaining walls, sidewalk, roadway construction, conduit and platform foundations.
- 3) Station Platforms and Finishes: The work of this contract consists of the construction of eleven (11) light rail transit stations. The work includes station structures, station platforms, finishes, station canopies, platform furniture, TVM platform elevators, stairs, lighting, comfort stations, utility installation, signage, and all items as defined by the design plans.
- 4) Track and Systems: The work of this contract consists of the furnishing of track materials, which includes rails, concrete cross ties, ballast, crossing pads, turnouts, and all other track components and the construction of all trackwork. The work of this contract also includes oversight of all construction work for traction power, train control, and communications: substations, substation site work, overhead contact system, and other elements related to the construction of the power supply system for the light rail transit system, interlocking, way side controllers, grade crossings, car-borne equipment, and spare parts, variable message signs, customer assistance telephones, CCTV, station public address, spare parts, and related equipment. Oversight of the SBLRF, ROCC and North Yard track improvement installations and systems integration are included in this item.
- 5) Miscellaneous Civil: The work consists of miscellaneous construction work added to the Project or work that cannot be negotiated with existing contracts.
- 6) Demolition: The work of this contract is for the demolition and removal of buildings along the light rail alignment.

- 7) Freight Relocation (36th Street Grade Separation): Coordination of work being performed by Norfolk Southern; for the relocation of the existing NSR Tracks, which includes the furnishing of track materials, rails, cross ties, ballast, turnouts, and all other track components and the construction of all trackwork. This is a separate pay item. All costs are to be tracked independently for reimbursement by third-party stakeholder.
- 8) Coordination of work being performed by Charlotte Department of Transportation (CDOT); the work of this contract is being managed and procured by CDOT for the traffic signal work, both temporary and permanent, along the alignment which includes signals, poles, and all other traffic control components and the construction of all traffic signal work.
- 9) Station Park-and-Ride Lots: The work of this contract consists of the construction of 2 park-and-ride lots. The work includes lighting, utility installation, conduit, blue light phone, CCTV infrastructure, drainage, earthwork, sidewalks, roadway modifications, paving, signage, and pavement markings.

SCOPE OF SERVICES

The CMC shall provide the following Scope of Services for the Project:

1. PROJECT MANAGEMENT

1.1. Project Management Staff (CMC Staff)

The CMC shall provide qualified CMC Principal (CMC-P), CMC Project Manager (CMC-PM), Deputy Project Manager (Deputy CMC-PM), CMC Operations Manager (CMC-OM), CMC Project Analyst (CMC-PA), and CMC Administrative Assistant Staff throughout the duration of the Project. The CMC Staff will work from field office space provided by the CMC. However, the CMC-PM will work from both the field office and the office space provided by the City. The CMC-OM and CMC-PA will work from the CMC's home office. The CMC Staff shall receive a copy of the CATS Integrated Communication Plan ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

Deliverable: n/a

1.2. CMC Project Management Oversight Tasks:

- Provide Project Management
- Participate in Project Management reviews as directed by the City
- Coordinate monthly invoicing and payment activities
- Manage subcontracts with team members
- Process invoices, accounts receivables, accounts payables for Project office
- Provide input to monthly progress reports
- Monitor Project Quality Plan
- Approve and monitor Contractors quality programs
- Approve and monitor Contractors' safety and security programs
- Audit CMC Staff for conformance to BLE Construction Management Manual
- Project Close Out
- Review/Process Change Requests/Change Orders/Change Directives/Change Notice
- Review/Provide adherence to CATS and City Policies and Procedures

1.3. CMC Project Management Plan

The CMC will create and maintain a CMC Project Management Plan (CMC PMP) that will establish the protocols that apply to the activities of all CMC Staff on the Project. The CMC PMP will contain the following:

- CMC Staff organization charts and contact information
- CMC Project communication protocols
- CMC Project Staffing Plan
- CMC Document Management protocols

- CMC Budget Set-up and Tracking protocols
- CMC Coordination of Materials Testing
- CMC Coordination with other consultants (LRT Vehicles, Safety & Security, Vertical Construction, etc.)
- CMC Coordination of Arts in Transit
- CMC Project Schedule Development and Set-up protocols
- CMC Quality Plan
- CMC Construction Communications Plan
- CMC Health and Safety Plan (HASP)
- CMC Systems Integration and Testing Plan (SITP)
- Executed agreements between the CMC and the City and between the CMC and its sub-consultants, including scope of services and deliverables.
- CMC PMP Updates

The CMC PMP will be consistent with the Project Management Plan (PMP) prepared by the City for the FTA. The CMC will update the CMC PMP when major changes occur in its contents or scope of services.

Deliverable: CMC PMP (.word, pdf file)
 CMC PMP Updates (.word, pdf file)

1.4 Project Coordination Meetings

The CMC will attend various coordination meetings as described below. In general, the CMC's participation in these meetings will be limited to the CM-PM, Deputy CM-PM and Resident Engineers (CMC-RE). Additional CMC Staff may be occasionally called upon to attend, but not on a regular basis.

1.4.1 City Project Management Meetings

The CMC will attend monthly meetings with City staff to review progress and plan upcoming activities. City staff will schedule, plan the agenda, arrange logistics and conduct the meetings. The CMC will attend, provide meeting materials as requested and document the meeting via meeting minutes, and action logs of on-going issues, within five (5) working days of the meeting. Meeting minutes prepared by the CMC are subject to review and approval by City. It is anticipated that meeting materials will consist of working documents and that specially prepared exhibits will not be required.

Deliverables: Meeting materials (working documents) in e-Builder
 Meeting minutes (original media, .pdf file)

1.4.2 CATS & Other City Departments Meetings

The CMC-PM will attend meetings with City and other City Department staff to review construction progress and plan upcoming activities. City staff will schedule, plan the

agenda, arrange logistics and conduct the meetings. The CMC will attend, provide meeting materials as requested and document the meeting via meeting minutes, and action logs of on-going issues, within five (5) working days of the meeting. Meeting minutes prepared by the CMC are subject to review and approval by City. It is anticipated that meeting materials will consist of working documents and that specially prepared exhibits will not be required.

Deliverables: Meeting materials (working documents) in e-Builder
Meeting minutes (original media, .pdf file)

1.4.3 Senior Management Meetings

The CMC-PM may be called upon to occasionally attend Senior Management meetings with City staff and/or advisory or elected bodies. City staff will schedule, plan the agenda, arrange logistics, conduct and document the meetings. The CMC will attend and provide meeting materials as requested.

Deliverables: Meeting materials

1.4.4 Internal CMC Staff Meetings

The CMC-PM will schedule, plan the agenda, arrange logistics, conduct and document internal CMC Staff meetings as it deems appropriate. The CMC will invite the City to these meetings.

Deliverables: Meeting minutes (original media, .pdf file)

1.4.5 FTA Reporting Meetings

The CMC-PM will attend FTA and PMOC meetings as directed by City and may assist in reviewing and commenting on PMOC reports. City and/or the PMOC will be responsible for preparing minutes of these meetings.

Deliverables: Meeting materials
Comments on FTA or PMOC reports

1.5 CMC Progress Report & Invoice

The CMC will prepare weekly and monthly progress reports and invoice. The progress report will contain the following:

- Written narrative describing:
 - Significant CMC tasks accomplished
 - Significant meetings
 - Budget summary
 - Schedule summary
 - Significant issues and proposed mitigation measures

- Significant upcoming tasks for the next month
- Total billings and total budget
- Project schedule issues

The invoice will contain the following:

- Summary of the total budget, total amount expended to date, total amount previously expended and total amount due
- Breakdown by task of the budget, amount expended to date, amount previously expended and amount due
- Identification of any budget amounts transferred between tasks as approved by the City
- Graph of monthly total actual billings
- Graph of monthly total actual hours
- Summary of billings to date by firm, including all required DBE forms
- Printouts from accounting systems or copies of signed timesheets for all employees and sub-consultant employees working on the Project, upon request from the City. Documents must be certified.
- Copies of expense reports, with copies of receipts or per diem documentation, for all other direct cost (ODC) reimbursements
- NC Sales Tax form

The CMC and the City will agree upon a format for the progress reports and invoices that are mutually acceptable.

Deliverables: Weekly construction project progress reports (.pdf file)
 Monthly progress reports, .pdf file) word, excel in eBuilder
 Monthly invoices (hardcopy and .pdf file)

1.6 CMC Project Staffing Plan

The CMC will create and maintain a CMC Project Staffing Plan (CMC PSP) to address current staffing needs and forecast future needs based on the latest construction schedule of the Project.

Deliverables: CMC PSP (original media, .pdf file,)

1.7 Document Management

The CMC will follow CATS Document Management Plan for the documents for the Project. Documents will be maintained in e-Builder include: electronic media, correspondence, submittals, RFI, e-mail, minutes, reports, and as-built drawings and other project related documents. The CMC will assist in development of forms, reports and screen templates to implement the Document Management Plan in e-Builder. CMC will manage e-Builder Plan room.

Deliverables: CMC Document Management Plan (.pdf file, and Word document)

Document management will be addressed in the CMC PMP

Monthly update of Document logs in e-Builder system

1.8 BLE TEAM Coordination

The CMC-PM will have the overall responsibility for coordinating the following activities as they relate to the construction of the Project:

- Design
- Construction Progress
- Project Controls
- Construction Communication
- RR/Public Utilities
- Quality Assurance & Quality Control
- Close-out

Deliverables: n/a

2 CMC QUALITY ASSURANCE

2.1 CMC Quality Management Staff

The CMC shall provide a qualified CMC Quality Manager and CMC Quality Field Manager (Project Specific oversight) throughout the duration of the Project. The CMC Quality Manager will work from the CMC's home office. The CMC Quality Field Manager will work from the field office space provided by the CMC. The CMC Quality staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

The CMC's Quality Manager will work with the City to administer the City's Project management procedures for the implementation of the CMC's Quality Plan over the various contracts, the Contractors Quality Plan (CQP), Inspections, Operations and Maintenance Data Submissions, and Testing, Commissioning, System Integration and Acceptance Procedures. In addition, the CMC will utilize an electronic data module to streamline and automate quality oversight by extracting contractual requirements into checklists for the purpose of audit/review, manages the collaboration necessary to communicate, rectify and close-out identified problems and aggregates the data to improves performance and level of confidence.

Deliverable: n/a

2.2 CMC Quality Plan Development

The CMC will prepare and submit a CMC Quality Plan (CMC-QP) that details the CMC's specific roles and responsibilities for the BLE Project. The CMC-QP containing following items:

- CMC Project Quality Policy
- CMC Terms and Definitions
- CMC General Responsibilities
- CMC Preparation, Control and Revision of the Quality Plan
- CMC Quality Assurance Organization
- CMC General Project Organization
- CMC Quality Assurance/ Quality Control Responsibilities
- CMC Quality Assurance Interfaces
- CMC Qualifications, Orientation, Training and Certification
- CMC Documents and Data Control
- CMC Contracts/Procurement Control (As needed)
- CMC Surveillance, Audit, Nonconformance, and Corrective Action
- CMC Quality Assurance Documentation
- CMC Site Construction Quality Control
- CMC Field Inspection, Testing , Measuring Equipment

Deliverable: CMC-QP (original media, .PDF)

2.3 Contractor Quality Plan Review

Generally, the CMC will review, comment and make written recommendations concerning the CQP with regard to adequacy, coverage, and conformance to contract requirements. Typical elements of a CQP that the CMC will evaluate include, but are not limited to:

- Organization, staffing qualifications and responsibilities
- Submittal management, control of documents and document changes
- Receiving, handling, storage and control of materials and equipment
- Subcontractor and Supplier Control and External Audits
- Inspection and Test Plan (I & TP)
- Control of Construction Processes
- Control of Measuring and Testing Equipment
- Control of Nonconforming Conditions, Corrective and Preventive Action
- Quality Records and Documentation
- Contractor's Internal Audit Process
- Training & Start-Up
- Statistical Analysis
- Design Process Control

Deliverable: Monthly written reports on status of programs (containing any non-conformance and or deficiencies noted with recommended corrective actions)
CMC Quarterly audits of the CQP for each Contractor

2.4 CMC Quality Assurance Post Construction Services

Prior to the completion (construction close-out) of each contract the CMC will perform and or coordinate the following tasks.

- Closeout Reports
- Final Project Cost Summary
- Final Inspection report
- Project History (Lessons Learned)
- Final Close-out Quality Audit by CATS

2.5 CMC Quality Coordination Meetings

The CMC will attend various coordination meetings throughout the Project. In general, the CMC's participation in these meetings will be limited to the CMC-PM, Deputy CMC-PM and the Quality Manager or Field Manager. Additional CMC Staff may be occasionally called upon to attend, but not on a regular basis

Deliverables: Meeting materials (working documents)
Meeting minutes (.pdf file)

3 CMC SAFETY & SECURITY

3.1 CMC Safety and Security Management Staff

The CMC shall provide a qualified CMC Safety/Security Manager and CMC Safety/Security Field Manager throughout the duration of the Project. The CMC Safety/Security Manager will work from the CMC's home office. The Safety/Security Field Manager will work from the field office space provided by the CMC. The CMC Safety and Security Management staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

In general, the CMC's responsibilities are to:

- Review and approve Contractor's Safety Plans
- Verify the Contractor's Safety Programs are being properly carried out in compliance with OSHA and City safety policies
- Provide support and input to City consultant, K&J, for the safety and security certification program

Deliverable: n/a

3.2 Safety and Security Plan Review

The CMC will review, comment, investigate accordingly, and take corrective action steps, including written recommendations and/or reports, to conform to applicable safety and/or security guidelines as contracted. This will also entail practices necessary to comply fully with safety and security certification throughout the Project and into initial revenue service, which is designated a responsibility of the City's consultant, K & J Safety and Security Consulting Services, Inc. To meet proficient coverage and conformance to contract requirements, the Consultant will integrate the following documents and records as a minimum:

- Review Safety and Security Management Plan (SSMP) Update Rev. 3
- Review 100% Design Safety and Security Management Plan (SSMP) Update Rev. 4
- Review Safety and Security Certification Plan (SSCP) Update Rev.3
- Review 100% Design Safety and Security Certification Plan (SSCP) Update Rev.4
- Safety & Security Certification Training (Construction Managers)
- Review 65% Design Threat & Vulnerability (TVA) Update
- Review 100% Design Threat & Vulnerability (TVA) Update
- Review 65% Design Preliminary Hazard Analysis (PHA)
- Review 100% Preliminary Hazard Analysis (PHA)
- Review Certifiable Elements and Sub-Elements (100%)
- Review Design Criteria Manual S&S Program Requirements (Chp 23) and LRV Requirements
- Review LRV Specification for S&S Design Requirements
- Review Safety and Security Design Criteria Conformance Checklists (Development, Completion, Verification)
- Review Safety and Security Construction Conformance Checklists (Development, Completion, Verification)

- Review Systems Integration Testing Conformance Checklists (Development, Completion, Verification)
- Conduct Operational Readiness Reviews
- Conduct Final Certification Reviews

Deliverables: Review and Comment forms
Reports as necessary

3.3 CMC Safety and Security Tasks

Generally, the CMC will review, comment and make written recommendations concerning the Contractor's safety, System Safety Program Plan (SSPP) and System Security Plan (SSP) as they are individual items with regard to adequacy, coverage, and conformance to contract requirements. Typical elements of a Contractor SSPP that the CMC will evaluate include, but are not limited to:

- Safety and Security Program CM Program Monitoring and Oversight
- Review Construction Safety Plan
- Review Construction Security Plan
- Review Hazard Management Program
- Monitor Construction Program for OSHA Compliance
- Review Construction Safety Inspection Reports
- Review Systems Contractor Safety Critical CDRLs (Jointly with K&J)

Deliverables: Review and Comment forms
Monthly reporting of safety activities
Quarterly audit of Contractor safety records

3.4 Safety and Security Meetings

The CMC will attend various coordination meetings throughout the project including Project Safety and Security Review Committee (SSRC) Meetings and Contractor Safety and Security Program Meetings with City, NCDOT, FTA, and Third Parties. In general, the CMC's participation in these meetings will be limited to the CMC-PM, Deputy CMC-PM and the Safety/Security Field Manager. Additional CMC Staff may be occasionally called upon to attend, but not on a regular basis

Deliverables: Meeting materials (working documents)
Meeting minutes (e-Builder, original format, .pdf file)

3.5 CMC Safety and Security Post Construction Services

Prior to the completion (construction close-out) of each contract the CMC and K&J Safety and Security Staff will perform and or coordinate the following tasks.

- Closeout Reports
- Final Inspection report (as defined)
- Project History (Lessons Learned)

Deliverables: Closeout Reports
Final Inspection Report (as defined)
Quarterly Project History (Lessons Learned)

4 CMC PROJECT CONTROLS

4.1 CMC Project Controls Staff

The CMC shall provide qualified CMC Project Controls Principal, CMC Project Controls Manager, CMC Project Risk Analyst, CMC Senior Cost Estimator, CMC Senior Project Scheduler, CMC Project Scheduler, CMC Project Controls Software Implementer/Reporting Specialist, and CMC Office Engineer staff throughout the duration of the Project. The CMC Project Controls Staff will work from field office space provided by the CMC. The CMC Project Controls staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

Deliverables: n/a

4.2 Project Controls Support

The CMC will provide various Project control support services such as budget management and cost forecasting, schedule management and oversight, estimating, disputes and claims analysis, review of Contractor submittals and Contractor value engineering proposals (CVEP), and Project controls systems support.

4.2.1 CMC General Project Control Support Services

- Support communication and correspondence records in e-Builder
- Provide document control services
- Maintain BLE construction project electronic plan room in e-builder system
- Review and update dispute and claims resolution protocol
- Review and comment on design and/or construction related changes
- Review and comment on submitted Contractor value engineering proposals (CVEP)

4.2.2 CMC Scheduling Tasks

- Develop schedule analysis procedure for monthly Contractor schedule review
- Manage and update Construction Master Schedule within CATS database
- Analyze/validate currently forecast master construction schedule contract durations
- Analyze / validate currently forecast master schedule contract durations
- Perform schedule risk analysis to determine highest risk activities and near-critical path sequences
- Support CATS Schedule Administrator
- Review and provide recommendations/draft of Contractor scheduling specification

4.2.3 CMC Cost Estimating Tasks

- Provide various cost estimating services as needed including Independent Cost Estimates (ICE) during construction (i.e. CR, claims, VEetc.)
- Prepare cost estimate risk analysis to identify key areas of cost risk and probability of budget overrun.
- Review and provide recommendations to CATS regarding contingency allocation

4.2.4 CMC Project Management Controls System Support Services

- Support e-Builder implementation and launch
- Support training and initial post-launch configuration adjustments
- Maintain plan room in e-Builder
- Support CATS in developing reporting and dashboards
- Provide training to CM staff and Contractor staff regarding e-Builder required use and first-level help desk
- Provide input and develop draft of system use protocols

4.2.5 CMC Budget / Cost Management Services

- Maintains forecast of construction costs in e-Builder based on estimate updates and field updates
- Reviews and manages quality of estimate-at-completion forecasts including reconciliation of forecasts vs. potential / pending change cost items.

4.2.6 CMC Risk Management Tasks

- Develop and maintain a risk register including forecast cost/schedule impact and probability of occurrence as it relates to the construction management of this Project.
- Identify key cost and schedule risk items and recommend mitigation approach including schedule and/or cost contingencies

Deliverables: Monthly Construction Schedule update report (master construction schedule)
Monthly Contractor schedule analysis report (each contract)
Contractors schedule update log
Disputes and claims tracking log
Value Engineering Log
Contractor application for payment recommendation
Contractor schedule submittal specification
Monthly schedule risk analysis report (all construction scope)
Project Risk Register
Project Cost Estimate Log
Independent Cost Estimates (change order proposals or as requested)
Cost estimate risk analysis report
Monthly Project status report
Monthly updates to cost forecast (estimate at completion)
FAQs/user guides for Project Management Controls System (e-Builder)

4.3 City Project Controls Meetings

The CMC will attend monthly meetings with City staff to review progress and plan upcoming activities. City staff will schedule, plan the agenda, arrange logistics and conduct the meetings. The CMC will attend, provide meeting materials as requested and document the meeting via meeting minutes, and action logs of on-going issues, within five (5) working days of the meeting. Meeting minutes prepared by the CMC are subject to review and approval by City. It is anticipated that meeting materials will consist of working documents and that specially prepared exhibits will not be required.

Deliverables: Meeting materials (working documents)
Meeting minutes (original format, .pdf file)

4.4 CMC Project Controls Post Construction Services

Prior to the completion (construction close-out) of each contract the construction management team will perform and or coordinate the following tasks.

- Closeout Reports
- Final Project Cost Summary
- Project History (Lessons Learned)

5 CMC CONSTRUCTION SURVEY

5.1 CMC Construction Survey Staff

The CMC shall provide, via a CMC sub-consultant, a qualified 2-man conv. survey crew, 3-man conv. survey crew, 2-man SUE survey crew, Survey Tech, Scan Tech I, Scan Tech II, Survey Analyst, PLS Conventional, PLS SUE, and a PLS Scan. The CMC Construction Survey staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

Deliverable: n/a

5.2 Base (main) Survey Control Survey Check

The main survey control and check will be performed on an as needed basis as requested by the City. The tasks included in this service are as follows:

- Field surveys to verify the horizontal and vertical position of all primary survey control shown on the Project construction drawings.
- Photograph and provide field sketch of control and references.
- Set additional/supplemental control in place of original control that now falls inside construction limits and has a high probability of being destroyed or disturbed due to construction activity.
- Re-establish any primary control destroyed/disturbed. Document and record changes in re-establishment.

Deliverable: Digital survey notes
Digital Staking logs

5.3 Project Staking checks and verifications (railway corridor)

The Project staking checks and verifications for the railway corridor will be performed on an as needed basis as requested by the City. The tasks included in this service are as follows:

- Provide on demand QA/QC survey checks throughout the Project.
- Provide measurements, via direct measure, of any pay items for cost estimates or invoice validation.
- Survey and calculate vertical and horizontal alignments, clearances, or positions and compared to design positions.
- Randomly check Contractor staking and machine control to assure proper compliance.

Deliverable: Digital reporting and documentation of Survey activities.
Photo documentation of monuments and staking locations

5.4 Survey Verifications

Survey verifications will be performed on an as needed basis, as directed by the City, on project elements including civil construction (roadway) tie, SUE, and major structure staking. The tasks included in this service are as follows:

- Verify the size, type, material, and location of storm drainage utility lines/structures at proposed tie in for new construction.
- Verify type, material and horizontal and vertical locations of all proposed drives/streets at the point of tie in.

- Rough-stake preliminary centerline locations of utility structures to identify any possible conflicts. (As-needed support only)
- Perform a focused SUE sweep along the centerline of utility to ensure the existence or lack of underground non-gravity utility lines if discrepancies are found.
- Perform “soft-digs” with air excavation
- Station, and Bridge WP stakeout and verification
- Verify horizontal stakeout of major corners, column lines, and Work Points (WP’s) w/ skews
- Verify Benchmarks
- Verify column lines
- Verify deck elevations during vertical construction at all levels

Deliverable: Digital Survey notes
Digital As-Built reports

5.5 Final Track As-builts/mapping

The tasks included in this service are as follows:

- Mobile Terrestrial Lidar and Photogrammetry mapping for final track as-built
- Bare Earth Point Cloud of rail corridor
- 3D line work for all major features

Deliverable: Digital mapping files
Digital As-Built files

5.6 Provide four (4) - Progress Mobile Scans

Provide mobile scans, provided as requested, will include a geo-referenced photo-log of the entire rail corridor. This mapping information will be used to confidence to progress reports as well as provide as-builts of subgrades, ballast, rail clearances, and other mission critical appurtenances.

Deliverable: Digital Mapping files and written reports

6 CMC CIVIL CONSTRUCTION MANAGEMENT

6.1 CMC Civil Construction Management Staff

The CMC shall provide a qualified Civil Resident Engineer (CMC-RE), Office Engineers (2) and Office Technician throughout the duration of the Project. The CMC Civil Construction Management staff will work from the field office space provided by the CMC during construction. The CMC Civil Construction Management and Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

Deliverable: n/a

6.2 CMC Civil Construction Management Responsibilities

The CMC Civil Construction Management Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the City regularly. The CMC Civil Construction Management staff will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC Civil Construction Management staff will coordinate with the materials and testing firm. The CMC Civil Construction Management will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Project.

CMC Civil Construction Management Tasks:

- Provide supervision for inspection forces and field office staff
- Monitor construction Contractors adherence to schedule and require a recovery plan if they are behind schedule
- Coordination between contract packages
- Distribute modified contract drawings and specifications during construction
- Assist in resolution of construction issues
- Coordinate installation of Art in Transit work
- Coordinate utility relocation work with private and public utilities
- Coordinate work at 36th Street with NSR
- Coordination with NCDOT
- Administer Quality program
- Monitor Contractor's Quality Control Program
- Coordinate materials testing services
- Coordinate monitoring Contractor's implementation of traffic control and maintenance plans
- Coordinate QA materials testing services
- Coordinate with Special Inspections Program and CATS ITA
- Direct construction verification surveying
- Monitor Contractor's handling of any environmental contaminated soils encountered during construction
- Maintain quality assurance reporting system

- Maintain quality control records of all tests and test results with each contract in e-Builder
- Follow BLE Construction Management Manual process for approval, Contractor's deliverables such as schedules, submittal logs, test reports, O&M Manuals, etc.
- Observe required construction activities daily and maintain daily log and records
- Prepare photos/video recordings of construction activities, issues, claims, changed conditions, etc.
- Monitor Contractor's development of as-built record drawings and perform monthly audits in conjunction with payment requests.
- Prepare, verify and recommend approval of Contractor's payment requests.
- Initiate and negotiate with the MOC or his designee all construction Change Orders and present to the MOC
- Review and analyze Contractor's change order requests and ensure all change orders have complete and detailed cost and pricing data from the construction Contractors
- Facilitate field coordination, progress meetings and pre-construction conferences
- Provide negotiation assistance for construction claims
- Participate in approval of Contractor's shop drawings, working drawings, and material samples
- Obtain accurate field measurements on unit price items and verify construction Contractor's monthly work quantities
- Assist in scheduling and ordering of required field services
- Prepare inspector's daily reports (IDR) and MCM-RE's diary
- Submit monthly construction status reports on the first of each month and review with the MOC
- Coordinate and cooperate with various local government representatives and utility company representatives
- Coordinate, schedule and communicate disruptions to private driveways and parking lots with local businesses, property owners, and other stakeholders
- Oversee the installation and maintenance of temporary business and access signage
- Maintain project files
- Perform claims avoidance reviews
- Prepare punch list and coordinate completion and acceptance with effected departments
- Assist in facility turnover operations
- Assist with any corrective actions in response to administrative irregularities identified in the Federal Transit Administration (FTA) Project Management Oversight Consultant's (PMO) spot reports
- Perform necessary actions for project closeout, including final inspections, coordination of systems integration and testing, and contract closeout

CMC Resident Engineer

The CMC-RE is the City's on-site representative for administering an assigned contract. The CMC-RE is the representative of the City as defined in the Contract Documents. All business concerning each assigned contract will be handled by the CMC-RE, except for limitations prescribed in the City Construction Management Manual. The CMC-RE reports to and is responsible to the CMC-PM for the administration of individual contracts. The CMC-RE will work with the City's Construction Manager assigned to the particular contract to develop

solutions to issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC-RE and field office staff will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

CMC Office Engineer/Office Technician

The CMC Office Engineer (CMC-OE) and Office Technician, as directed by the CMC-RE, will prepare reports, draft correspondence, verify quantities for progress payments, maintain drawing and contract records, prepare Change Requests, Change Notices, Change Directive, and Change Orders. The CMC-OE will assemble contract close-out documentation, etc., as defined in this manual, and perform other duties as assigned by the CMC-RE.

Deliverables: Manage CM Field activities
 Project Reporting to CMC-PM/MOC
 Manage Constructability Reviews
 Maintain Project Logs in e-Builder
 Coordinate Contractor Activities
 Negotiate Contractor Change Orders/Claims
 Verify quantities for Progress payments
 Close-out Documentation
 Review Inspector Daily Reports (IDR)
 Facilitate Project Coordination Meetings

6.3 CMC Civil Management Staff Post Construction Tasks

Prior to the completion (construction close-out) of each contract the construction management team will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final CITY Inspections
- Final NCDOT Inspections
- Final Railroad Inspections
- Fire Department Inspection/Acceptance
- Operational Training
- Operation and Maintenance Manuals
- Occupancy Permits
- Claims Investigation and Resolution
- Demobilize Contractor Offices/Equipment
- Contract Closeout
- Lien Releases
- Final Contractor payment
- Contractor Retention Release
- Closeout Reports
- Final Project Cost Summary
- Final Inspection report
- Project History (Lessons Learned)
- Final Quality Close-out Audit

6.4 CMC Civil Construction Coordination Meetings

The CMC Civil Construction Management Staff will facilitate various weekly coordination meetings throughout the Project including the start-up meetings, coordination and Design Review Meetings. In general, the CMC's participation in these meetings will be limited to the CMC-PM, Deputy CMC-PM and the CMC-RE, CMC Quality Field Manager, and CMC Safety/Security Field Manager. Additional CMC Staff may be occasionally called upon to attend, but not on a regular basis

Deliverables: Meeting materials (working documents)
Meeting minutes (original media, .pdf file)

7 CMC CIVIL SEGMENT 'A' CONSTRUCTION INSPECTION

7.1 CMC Civil Segment 'A' Construction Inspection Staff

The CMC shall provide qualified Inspection staff one (1) Technician 2 Inspector, two (2) Technician 3 Inspectors and two (2) Technician 4 Inspectors on an as needed basis throughout the duration of the Project. (Technician classifications based NCDOT ratings) The Civil Segment 'A' inspection staff will work from the field office space provided by the CMC during construction.

Deliverable: n/a

7.2 CMC Civil Construction Segment 'A' Inspection Tasks

The Civil Segment 'A' Inspection Staff will ensure that the Contractor complies with the plans and specifications, applicable regulations, codes, and good workmanship. Each inspector is responsible for a specific area of assignment or expertise (e.g., civil, roadway, utility, etc.) and shall have responsibility to assess and document the initial condition of the Project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CMC-RE regularly. The Civil Segment 'A' Inspection Staff will inspect the Contractors work for compliance; verify material quantities installed for partial payments. The Civil Segment 'A' Inspection Staff will assist the CMC-RE in coordinating the with materials and testing firm.

Deliverables: Inspector Daily Reports (IDR)
Photo documentation of work performed
Verify Material Quantities Installed
Coordinate Railroad Flagging Support

7.3 CMC Construction Segment 'A' Post Construction Services

Prior to the completion (construction close-out) of the Civil Segment 'A' construction contract the Civil Segment 'A' Inspection Staff will perform and or coordinate the following task.

- Punch List Inspections
- Final Inspections
- Claims Investigation and Resolution
- Demobilize Contractor Offices/Equipment
- Contract Closeout
- Closeout Reports
- Project History (Lessons Learned)
- Final Close-out Audit

7.4 CMC Civil Construction Coordination Meetings

The CMC Civil Segment 'A' Inspection staff may attend the project coordination meetings as requested by the Resident Engineer throughout the project. In general, the Inspector's participation in these meetings will be limited to specific issues requiring their expertise.

Deliverables: Meeting materials (working documents)

8 CMC CIVIL SEGMENT 'B/C' CONSTRUCTION INSPECTION

8.1 CMC Civil Segment 'B/C' Construction Inspection Staff

The CMC shall provide the following qualified technical inspection staff: one (1) Technician 2 Inspector, two (2) Technician 3 Inspectors, two (2) Technician 4 Inspectors, two (2) Technician 5 Inspectors, and one (1) Technician 6 Inspectors on an as needed basis throughout the duration of the Project. (Technician classifications based NCDOT ratings) The Civil Segment 'B/C' Inspection Staff will work from the field office space provided by the CMC during construction.

Deliverable: n/a

8.2 CMC Civil Construction Segment 'B/C' Inspection Tasks

The CMC Civil Segment 'B/C' Inspection Staff will Inspectors will ensure that the Contractor complies with the plans and specifications, applicable regulations, codes, and good workmanship. Each inspector is responsible for a specific area of assignment or expertise (e.g., civil, roadway, utility, etc.) and shall have responsibility to assess and document the initial condition of the Project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CMC-RE regularly. The CMC Staff will inspect the Contractors work for compliance; verify material quantities installed for partial payments. The CMC Inspection staff will assist the CMC-RE in coordinating with the materials and testing firm.

Deliverables: Inspector Daily Reports (IDR)
Photo/Video documentation of work performed
Verify Material Quantities Installed

8.3 CMC Civil Inspection Post Construction Services

Prior to the completion (construction close-out) of the Civil Segment 'B/C' construction contract the CMC Civil Segment 'B/C' Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Review Contractor's as-built drawings submittals
- Claims Investigation and Resolution
- Demobilize Contractor Offices/Equipment
- Contract Closeout
- Closeout Reports
- Project History (Lessons Learned)
- Final Close-out Audit

8.4 CMC Civil Construction Coordination Meetings

The CMC Civil Segment 'B/C' Inspection Staff will attend the project coordination meetings as requested by the CMC-RE throughout the Project.

Deliverables: Meeting materials (working documents)

9 CMC TRACK AND SYSTEMS CONSTRUCTION MANAGEMENT

9.1 CMC Track and Systems Construction Management Staff

The CMC shall provide a qualified Track/Systems Principal, Track/Systems Resident Engineer, and Office Engineer as needed throughout the duration of the Project. The CMC Track and Systems Resident Engineer and Office Engineer will work from the field office space provided by the CMC during construction. The CMC Track and Systems staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within sixty (60) calendar days of receipt of the CATS ICP.

Deliverable: n/a

9.2 CMC Track/Systems Construction Management Responsibilities

The CMC Track/Systems Construction Management Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to CMC's PM and City CM regularly. The CMC staff will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials and testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Track/System Construction Management Tasks in addition to tasks described in section 6.2 as appropriate:

- Provide supervision for inspection forces and field office staff
- Monitor construction Contractors adherence to schedule and require a recovery plan if they are behind schedule
- Coordination between contract packages
- Maintain and distribute contract drawings and specifications
- Assist in resolution of construction issues
- Monitoring Contractor's implementation of traffic maintenance plan.
- Participation/coordination with the safety certification process.
- Assist with and coordinate utility work with private and public utilities
- Assist with and coordinate installation of Art Work
- Assist and coordinate with railroad work being completed by NSR
- Coordination with NCDOT
- Administer a quality control program
- Monitor Contractors quality assurance and control program
- Coordinate materials testing services
- Direct and monitor Special Inspections Program
- Direct construction verification surveying
- Monitor Contractor's handling of any environmental contaminated soils encountered during construction
- Maintain quality assurance reporting system
- Maintain quality control records of all tests and test results with each contract

- Follow BLE CM Manual process for approval, Contractor's deliverables such as schedules, submittal logs, test reports, O&M Manuals, etc.
- Observe required construction activities daily and maintain daily log and records
- Prepare photo and video recordings of construction issues, claims, changed conditions, etc.
- Monitor the Contractors development of record (As-Built) drawings and specifications
- Review and recommend approval of Contractor and agency progress payment requests
- Initiate and negotiate with CATS MOC or his designee all construction change orders and present to the MOC
- Review and analyze Contractor's change order requests and ensure all change orders have complete and detailed cost and pricing data from the construction Contractors
- Participate in field management meetings and pre-construction conferences
- Provide negotiation assistance for construction claims
- Participate in approval of Contractor's shop drawings, working drawings, and material samples
- Obtain accurate field measurements on unit price items and verify construction Contractor's monthly work quantities
- Assist in scheduling and ordering of required field services
- Prepare daily inspection reports and Resident Engineer's diary
- Submit monthly construction status reports on the first of each month and review with the MOC
- Coordinate and cooperate with various local government representatives and utility company representatives
- Maintain project files
- Perform claims avoidance reviews
- Prepare punch list and coordinate completion and acceptance with effected departments
- Assist in facility turnover operations
- Assist with any corrective actions in response to administrative irregularities identified in the Federal Transit Administration (FTA) Project Management Oversight Consultant's (PMO) spot reports
- Perform necessary actions for project closeout, including final inspections, coordination of systems integration and testing, and contract closeout

CMC Track and Systems Principal

The CMC Track/Systems Principal is the CMC engineering discipline manager responsible for the coordination and performance of all Track/Systems 95%/100% design and bid package, specification and constructability reviews. The CMC Track/Systems Principal will also perform the review of the 95% cost estimates. The CMC Track/Systems Principal will work from the CMC's home office during construction.

CMC Track and Systems Resident Engineer

The CMC Track/Systems Resident Engineer is the CATS/City's on-site representative for administering an assigned contract. The CMC Track/Systems Resident Engineer is the representative of the City as defined in the BLE Contract Documents. All business concerning each assigned BLE Contract will be handled by the CMC Track/Systems Resident Engineer, except for limitations prescribed in the CATS/City Construction Management Manual. The

CMC Track/Systems Resident Engineer reports to and is responsible to the CMC-PM for the administration of individual Track contracts. The CMC Track/Systems Resident Engineer will work with the City's Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC Track/Systems Resident Engineer and field office staff will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

CMC Office Engineer

The CMC Office Engineer, as directed by the CMC Track/Systems Resident Engineer, will prepare reports, draft correspondence, verify quantities for progress payments, maintain drawing and contract records, prepare change requests, change notices, change directive, and change orders. The CMC Office Engineer will assemble contract close-out documentation, etc., as defined in this manual, and perform other duties as assigned by the CMC Track/Systems Resident Engineer.

Deliverables: Manage CMC Field activities
Project Reporting to CMCPM and CATS/City MOC
Manage Constructability Reviews
Maintain Project Logs in e-Builder
Coordinate Contractor Activities
Negotiate Contractor Change Orders/Claims
Verify quantities for Progress payments
Close-out Documentation
Review Inspector Daily Reports (IDR)
Facilitate Project Coordination Meetings

9.3 CMC Track/Systems Management Post Construction Services

Prior to the completion (construction close-out) of the BLE Track/System construction contract the CMC Track/System Construction Management Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final Railroad Inspections
- Operation and Maintenance Manuals
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment

Deliverables: Closeout Reports
Final Inspection report
Project History (Lessons Learned)

9.4 CMC Track/Systems Construction Coordination Meetings

The CMC Track Lead will facilitate Track/Systems construction coordination meetings throughout the project including the project Contractor coordination. CMC Track Inspectors may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)

10 CMC TRACK INSPECTION

10.1 CMC Track Inspection Staff

The CMC shall provide a qualified Lead Track Inspector and two (2) Track Inspectors as needed throughout the duration of the Project. The CMC Track Inspection staff will work from the field office space provided by the CMC during construction. The CMC Track Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

10.2 CMC Track Inspection Responsibilities

The CM Track Inspection Construction Management Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to CATS CM regularly. The CMC staff will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials and testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Lead Track Inspector

The CMC Lead Inspector is the City's on-site representative for administering an assigned BLE contract. The Lead is the representative of the City as defined in the Contract Documents. The CMC Track Lead reports to and is responsible to the CMC RE for the administration of BLE Track contracts. The CMC Lead will work with the City's BLE Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC Track Lead and Track Inspection staff will ensure that the Contractor meets all BLE contract obligations, including Schedule, Quality, and Safety.

CMC Track Inspectors

The CMC Track inspectors will ensure that the Contractor complies with the plans and specifications, applicable building codes, and good workmanship.

Deliverables: Manage Contractor Field activities
Coordinate Contractor Activities
Verify quantities for Progress payments
Close-out Documentation
Review Inspector Daily Reports (IDR)

10.3 CMC Track Inspection Staff Post Construction Services

Prior to the completion (construction close-out) of the Track/Systems construction contract the CMC Track/Systems Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final Railroad Inspections
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Final Close-out Audit

Deliverables: Closeout Reports
Final Inspection report
Project History (Lessons Learned)

10.4 CMC Track/Systems Inspection Staff Meetings

The CM Consultant Track Lead will attend coordination meetings throughout the project including the project Contractor coordination. CMC Track Inspectors may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)

11 CMC COMMUNICATIONS/SIGNAL INSPECTION STAFF

11.1 CMC Communications/Signal Construction Inspection Staff

The CMC shall provide a qualified Communications/Signal Lead Inspector and two (2) Communications/Signal Inspectors as needed throughout the duration of the Project. The CMC Communications/Signal Inspection Construction Inspection staff will work from the field office space provided by the CMC during construction. The CMC Communications/Signal Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

11.2 CMC Communications/Signal Construction Inspection Responsibilities

The CMC Communications/Signal Inspection Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CMC Track/Systems Resident Engineer and the City CM regularly. The CMC staff will coordinate with CATS IT department, respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments, witness testing and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC will coordinate the materials testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Communications/Signal Lead Inspector

The CMC Lead Inspector is the CMC's on-site representative for administering an assigned contract. The CMC Communications/Signal Lead is the representative of the City as defined in the BLE Contract Documents. The CMC Communications/Signal Lead reports to and is responsible to the CMC Track/Systems RE for the administration of BLE Communications/Signal contracts. The CMC Communications/Signal Lead will work with the City's Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC Track/Systems Lead will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

CMC Communications/Signal Inspector(s)

CMC Communications/Signal Inspectors will ensure that the Contractor complies with the plans and specifications, applicable codes, and good workmanship.

Deliverables:

- Manage Contractor Field activities
- Coordinate Contractor Activities
- Verify Change Orders/Claims
- Verify quantities for Progress payments
- Close-out Documentation
- Review Inspector Daily Reports (IDR)

11.3 CMC Communications/Signal Management Post Construction Services

Prior to the completion (construction close-out) of the Track/Systems construction contract the CMC Track/Systems Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final CITY Inspections
- Operational Training
- Operation and Maintenance Manuals
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Contractor Retention Release
- Closeout Reports
- Final Project Cost Summary
- Final Inspection report
- Project History (Lessons Learned)
- Assist in Final Close-out Audit by CATS

11.4 CMC Communications/Signal Construction Coordination Meetings

The CMC Communications/Signal Lead will attend coordination meetings throughout the project including the project start-up meetings, Contractor coordination and Design Review Meetings. CMC Communications/Signal Inspectors may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)
Meeting Minutes (e-Builder, original format, .PDF)

12 CMC DISPATCH FACILITY/SBLRF / NORTH YARD UPFIT TRACK CONSTRUCTION AND SYSTEMS INTEGRATION MANAGEMENT

12.1 CMC DISPATCH FACILITY/SBLRF/NORTH YARD UPFIT Construction Management Staff

The CMC shall provide a qualified Dispatch Facility/SBLRF/North Yard Upfit Inspection Lead, as needed throughout the duration of the Project. The CMC Dispatch Facility/SBLRF / North Yard Upfit Inspection staff will work from the field office space provided by the CMC during construction. The CMC Dispatch Facility/SBLRF/North Yard improvement Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

12.2 CMC Dispatch Facility/SBLRF Upfit Construction Management Tasks

The CMC Dispatch Facility/SBLRF Upfit Lead will have responsibility to assess the initial condition of the project area prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CM Consultant Track/Systems Resident Engineer and the City CM regularly. The CMC Dispatch Facility/SBLRF Upfit Lead will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments, witness testing and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Dispatch Facility/SBLRF Upfit Lead Inspector

The CMC Lead Inspector is the City's on-site representative for administering an assigned contract. The CMC Dispatch Facility/SBLRF Upfit Lead Inspector is the representative of the City as defined in the BLE Contract Documents. The CMC Dispatch Facility/SBLRF Upfit Lead reports to and is responsible to the CMC Track/Systems RE for the administration of Dispatch Facility/SBLRF Upfit contract. The CMC Dispatch Facility/SBLRF Upfit Lead will work with the City's Construction Engineer/Officer assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC Dispatch Facility/SBLRF Upfit Lead will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

Deliverables: Coordinate Contractor Activities
Verify Change Orders/Claims
Verify quantities for Progress payments
Close-out Documentation
Review Inspector Daily Reports (IDR)

12.3 CMC Communications/Signal Management Post Construction Services

Prior to the completion (construction close-out) of the Dispatch Facility/SBLRF Upfit Lead construction contract the CMC Dispatch Facility/SBLRF Upfit Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final CITY Inspections
- Coordinate Operational Training
- Operation and Maintenance Manuals
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Contractor Retention Release
- Assist in Final Close-out Audit by CATS

Deliverables: Closeout Reports
Final Project Cost Summary
Final Inspection report
Project History (Lessons Learned)

12.4 CMC Dispatch Facility/SBLRF Upfit Construction Coordination Meetings

The CMC Communications/Signal Lead will attend coordination meetings throughout the project including the project start-up meetings, Contractor coordination and Design Review Meetings.

Deliverables: Meeting materials (working documents)
Meeting Minutes (.PDF)

13 CMC OCS/POWER CONSTRUCTION INSPECTION

13.1 CMC OCS/POWER Construction Inspection Staff

The CMC shall provide a qualified OCS/POWER Lead Inspector and two (2) OCS/POWER Inspectors as needed throughout the duration of the Project. This section includes TPSS as a part of the power system. The CMC OCS/POWER Construction Management staff will work from the field office space provided by the CMC during construction. The CMC OCS/POWER Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

13.2 CMC OCS/POWER Construction Management Responsibilities

The CMC OCS/POWER CM Team will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CM Consultant Track/Systems Resident Engineer and the City CM regularly. The CMC OCS/POWER Lead will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments, witness testing and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC OCS/POWER Lead Inspector

The CMC OCS/POWER Lead Inspector is the City's on-site representative for administering an assigned contract. The CMC OCS/POWER Lead Inspector is the representative of the City as defined in the Contract Documents. The CMC OCS/POWER Lead reports to and is responsible to the CMC Track/Systems RE for the administration of OCS/POWER work. The CMC OCS/POWER Lead will work with the City's BLE Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC OCS/POWER Lead will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

CMC OCS/POWER Inspectors

CMC OCS/POWER Inspectors will ensure that the Contractor complies with the plans and specifications, applicable codes, and good workmanship.

Deliverables: Coordinate Contractor Activities
Verify Change Orders/Claims
Verify quantities for Progress payments
Close-out Documentation
Review Inspector Daily Reports (IDR)

13.3 CMC Communications/Signal Management Post Construction Services

Prior to the completion (construction close-out) of the OCS/POWER construction contract the CMC OCS/POWER Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final CITY Inspections
- Coordinate Operational Training
- Operation and Maintenance Manuals
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Contractor Retention Release
- Assist in Final Close-out Audit by CATS

Deliverables: Closeout Reports
Final Project Cost Summary
Final Inspection report
Project History (Lessons Learned)

13.4 CMC OCS/POWER Construction Coordination Meetings

The CMC OCS/POWER Lead will attend coordination meetings throughout the project including the project start-up meetings, Contractor coordination and Design Review Meetings.

Deliverables: Meeting materials (working documents)
Meeting Minutes (.PDF)

14 CMC SYSTEM INTEGRATION AND TESTING (SIT)

14.1 CMC System Integration and Testing Staff

The CMC shall provide a qualified SIT Manager, SIT Engineer, SIT Junior Engineer, SIT Technician, and a Power System Integrator throughout the duration of the Project. The CMC SIT Manager will work from the field office space provided by the CMC during construction. The CMC Systems Integration and Testing staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

14.2 CMC System Integration and Testing Services

The CMC shall coordinate the testing of the integration of the individual system elements (electrification, communication, and signalization) with the CATS Vehicle operation. The systems integration tests shall be performed as individual track sections are completed and are required for CATS Light Rail Vehicle (LRV) testing. Upon completion of the track and system elements, the entire Blue Line (new and existing) project systems integration will be tested and the CMC will certify that the systems equipment supports the LRV required operations. The certified project will be transferred to CATS Operations Division for Start of Revenue Service. Tasks include:

- Coordination with Blue Line Corridor Enhancement (BLCE) project
- Prepare the System Integration Test Plans (SIT), procedures and schedules
- Implement the SIT tests through coordination with CITY staff, and other shareholders
- Submit all needed supporting documentation to begin operations
- Identification of organizational responsibilities; description of the types of tests to be performed
- Confirm that traction power substations can withstand potential overloading of 3 LRVs
- Confirm the functionality of controls and indications pertaining to the Traction Power Substations
- Confirm that the pantograph and contact wire interface is acceptable
- Confirm the functionality of controls and indications pertaining to the Train Control System
- Confirm that all track circuits can receive all applicable codes in both directions on both tracks on straight and diverging routes through interlockings
- Confirm that Cab Flips (momentary loss of cab signal) do not occur in both directions on both tracks when traveling at Maximum Allowable Speed (MAS)
- Confirm that safe braking is provided to following LRVs
- Confirm the functionality of controls and indications pertaining to the Communication System
- Confirm all system elements are integrated along entire (new and existing) LRT alignment
- Review the Acceptance Test plans, procedures, and reports and/or comments from Safety or Security designees and/or Safety and Security Review Committee that may identify additional required tests to be added to the SIT's plan, procedures, and schedule

Deliverables: Design Integration Plan

Interface Management Matrix
Interface Control Manual
Interface Control Matrix
SIT Plan, Procedures and Schedules
Supporting Documentation
TP Substation Overload Test Procedure
TP Substation Controls and Indications Test Procedure
Pantograph/OCS Interface Test Procedure
TCS Controls and Indications Test Procedure
Track Circuit Code Reception Test Procedure
Cab Flips Test Procedure
Safe Braking Test Procedure
Communication System Controls and Indications Test Procedure
SIT Testing Summary Report

14.3 CMC Systems Integration and Testing Post Construction Services

Prior to the completion (construction close-out) of the Systems Integration and Testing oversight the CMC Systems Integration and Testing Staff will perform and or coordinate the following tasks.

- Final Inspections
- Final CITY Inspections
- Coordinate Operational Training
- Operation and Maintenance Manuals
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Contractor Retention Release
- Closeout Reports
- Final Project Cost Summary
- Final Inspection report
- Project History (Lessons Learned)
- Assist in Final Close-out Audit by CATS

14.4 CMC System Integration and Testing Coordination Meetings

The CMC Systems Integration and Testing Manager will attend and or facilitate various coordination meetings throughout the project including the start-up meetings, CATS Interface Control Working Group and Design Review Meetings, and K&J Safety and Security Review Committee meetings. In general, the CMC's participation in these meetings will be limited to the CMC's Project Manager, and the SIT Manager. Additional CMC team members may be occasionally called upon to attend, but not on a regular basis

Deliverables: Meeting materials (working documents)
Meeting minutes (.pdf file)

15 CMC PARK & RIDE LOTS/MISC. CIVIL CONSTRUCTION INSPECTION

15.1 CMC Park & Ride Lots/Misc. Civil Construction Inspection Staff

The CMC shall provide Park & Ride Lots/Misc. Civil Construction Inspection staff on an as needed basis throughout the duration of the Project. The CMC Park & Ride Lots/Misc. Civil Construction Inspection staff will work from the field office space provided by the CMC during construction. The CMC Park & Ride Lot/ Misc. Civil Construction Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

15.2 CMC Park & Ride Lot/Misc. Civil Construction Inspection Tasks

The CMC Park & Ride Lots/Misc. Civil Construction Inspection Staff will ensure that the Contractor complies with the plans and specifications, applicable regulations, codes, and good workmanship. Each inspector is responsible for a specific area of assignment or expertise (e.g., roadway, civil, utilities, etc.) and shall have responsibility to assess and document the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CMC RE regularly. The CMC staff will inspect the Contractor's work for compliance; verify material quantities installed for partial payments. The CMC Inspection staff will assist the RE in coordinating with the materials and testing firm.

Deliverables: Inspector Daily Reports (IDR)
Photo documentation of work performed
Verify Material Quantities Installed

15.3 CMC Park & Ride Lots/Misc. Civil Post Construction Services

Prior to the completion (construction close-out) of the Park & Ride Lots/Misc. Civil construction contract the Park & Ride Lots/Misc. Civil Construction Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Claims Investigation and Resolution
- Demobilize Contractor Offices/Equipment
- Contract Closeout
- Closeout Reports
- Project History (Lessons Learned)
- Assist in Final Close-out Audit by CATS

15.4 CMC Park & Ride Lots/Misc. Civil Coordination Meetings

The CMC Park & Ride Lots/Misc. Civil Construction Inspection Staff will attend the project coordination meetings as requested by the CMC Resident Engineer throughout the project. In general, the Inspector's participation in these meetings will be limited to specific issues requiring their expertise.

Deliverables: Meeting materials (working documents)

16 CMC STATION FINISHES CONSTRUCTION INSPECTION

16.1 Station Finishes Construction Inspection Staff

The CMC shall provide (2) Station Finishes Inspection staff on an as needed basis throughout the duration of the Project. The CMC Station Finishes Inspection staff will work from the field office space provided by the CMC during construction. The CMC Station Finishes Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

16.2 CMC Station Finishes Inspection Tasks

The CMC Station Finishes Inspection Staff will ensure that the Contractor complies with the plans and specifications, applicable regulations, codes, and good workmanship. Each CMC inspector is responsible for a specific area of assignment or expertise (e.g., civil, lighting, facilities, etc.) and shall have responsibility to assess and document the initial condition of the project prior to commencement of any construction. Coordinate special inspection for occupancy permit inspection. Monitor the Contractor's daily activities and the progress of the work and report to the Consultant RE regularly. The CMC staff will inspect the Contractor's work for compliance; verify material quantities installed for partial payments and witness testing. The CMC Inspection staff will assist the CMC RE in coordinating with the materials testing firm.

Deliverables: Inspector Daily Reports (IDR)
Photo documentation of work performed
Verify Material Quantities Installed

16.3 CMC Station Finishes Post Construction Services

Prior to the completion (construction close-out) of the Station Finishes construction contract the CMC Station Finishes Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Claims Investigation and Resolution
- Demobilize Contractor Offices/Equipment
- Contract Closeout
- Closeout Reports
- Project History (Lessons Learned)
- Assist in Final Close-out Audit by CATS

16.4 CMC Station Finishes Construction Coordination Meetings

The CMC Station Finishes Inspection Staff may attend the project coordination meetings as requested by the Resident Engineer throughout the project. In general, the CMC Station Finishes Inspector's participation in these meetings will be limited to specific issues requiring their expertise.

Deliverables: Meeting materials (working documents)

17 CMC ADVANCED UTILITY RELOCATIONS

17.1 CMC Advanced Utility Relocation Inspection Staff

The CMC shall provide a qualified Lead Utility Inspector and one (1) Utility Inspector as needed throughout the duration of the Project. CMC Utility Inspection staff will work from the field office space provided by the CMC during construction. As the work requires, staff from the Civil Segment Construction Inspection Staff will provide inspection services during the advanced utility relocations. The CMC Utility Inspection staff shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

Deliverable: n/a

17.2 CMC Utility Inspection Responsibilities

The CMC Utility Inspection Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the CMC Resident Engineer and City CM regularly. The CMC staff will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Lead Utility Inspector

The CMC Lead Utility Inspector is the City's on-site representative for administering an assigned contract. The CMC Lead Utility Inspector is the representative of the City as defined in the Contract Documents. The CMC Utility Lead reports to and is responsible to the CMC RE for the administration of Utility contracts. The CMC Utility Lead will work with the City's BLE Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CMC Utility Lead and Inspection staff will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

CMC Utility Inspector

The CMC Utility inspector will ensure that the Contractor complies with the plans and specifications, applicable building codes, and good workmanship.

Deliverables:

- Manage Contractor Field activities
- Coordinate Contractor Activities
- Verify quantities for Progress payments
- Close-out Documentation
- Review Inspector Daily Reports (IDR)

17.3 Utility Inspection Staff Post Construction Services

Prior to the completion (construction close-out) of the Utility relocation contract the Utility Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final CMUD Inspections
- Compile and review Contractor's as-built drawings
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment
- Assist in Final Close-out Audit by CATS

Deliverables: Closeout Reports
Final Inspection report
Project History (Lessons Learned)

17.4 CMC Utility Relocation Coordination Meetings

The CMC-PM, Utility Lead and/or Civil Resident Engineer will attend Utility coordination meetings throughout the project including the project Contractor coordination. CMC Utility Inspectors may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)

18 CMC CONSTRUCTION COMMUNICATIONS

18.1 CMC Construction Communications Staff

The CMC shall provide a qualified Construction Communication Manager (CMCCCM) throughout the Project. The CM Construction Communication Manager shall serve in a support role to City Communications Team (CT) and be available at the CMC provided project construction office as necessary to respond to the communications needs of the Project. The CMC Construction Communication Manager shall be readily available by telephone during all business hours with immediate computer and email access. During critical construction activities and emergencies, the CMC Construction Communication Manager shall be available as necessary. The CMC CCM shall receive a copy of the CATS ICP and complete CATS media training regarding regular media relations and crisis communications within 60 calendar days of receipt of the CATS ICP.

18.2 CMC Construction Communications Tasks

CMC Construction Communications Plan

The CMC Construction Communications Plan shall describe the CMC'S Project's Communications Plan and CMC's approach to supporting the City CT CP public outreach, communications goals and significant public relations risks and benefits, as well as provide a framework for communicating and disseminating information within the project team, and for responding to public inquiries, comments, and requests. CMC Construction Communications Manager shall communicate all concerns and suggestions, as they arise; regarding the progress of the City CT CP. The CMC CCM shall perform media interviews at the approval of CATS/City Public and Community Relations Manager.

CMC Business Administration Outreach

The Construction Communications Manager shall assist in the development and distribution (as requested) of a business survey to the business owners within the zone of influence of the project alignment (~½ mile radius suggested). After the completion of the survey, the CMC Construction Communications Manager will assist in tabulating results and distribute to with the CMC project team. The CM Construction Communication Manager will attend City CT business outreach meetings where a CM representative is requested (by the CT) to attend and shall be prepared to speak on the project and answer questions.

CMC Crisis Plan

The CM Construction Communication Manager shall include a Crisis Plan (emergency response protocol) for responding to emergencies and incidents during the Project, within its Crisis Plan. The Crisis Plan shall address the following:

- Communication approaches to emergencies such as fire, utility strikes, injured employees, auto accidents in a work zone, and environmental spills
- Staff designated to respond to the emergency
- Procedures for notifying the City, Contractors, and Consultant team
- Communications protocols to be used during a crisis or emergency situation (ie... 1st call to 911 then 2nd call to City and others as designated)
- Any after-action procedures that will be carried out after the incident

- After-Action Review of the actions taken in a crisis situation to evaluate the effectiveness of the response and what could be done differently in the event of similar events in the future.

CMC Traffic Maintenance Plan/Maintenance of Traffic

The CMC Construction Communication Manager (CMC CCM) shall develop and submit the CM traffic congestion mitigation plan/report in a timely manner to the CT to allow the City CT adequate time to prepare public communications alerts. The CMC Construction Communication Manager shall advise the City CT of the need for additional public information meetings and shall attend said meetings to provide project information and respond to questions as needed.

CMC Vehicle Access and Commercial Vehicle Access and Restriction Information

Fourteen calendar days prior to any activity taking place that may restrict or impede the movement of private or commercial vehicles; the CMC CCM shall notify the City CT and shall assist the City CT in providing the following agencies with a Purpose of change, areas affected, start date and end date of the event and Alternate routes/detours.:

- NCDOT
- Norfolk Southern Railroad
- CSX Railroad
- North Carolina Railroad
- City of Charlotte Police Department
- CITY transit staff (as defined by CITY BLE Project staff)
- First Responders - City of Charlotte Fire Department,
- Others - City school transportation, Utility Owners
- CDOT

CMC Emergency Vehicle Access Plan

The CMC Construction Communication Manager shall assist the City CT in developing a protocol for communicating information to the emergency service providers regarding access to and through the Project area for emergency vehicles. The CMC CCM shall include emergency organizations during the development and planning of access plans, traffic pattern changes and verify that those organizations have the most accurate and current information possible. The CMC CCM shall provide a copy of these plans to the City CT when updated.

CMC Response to Public Requests for Information Correspondence

The CMC shall forward to City all requests the CMC receives for Project related information from the public within twenty-four hours of receipt of the request. Project-related correspondence shall include all communications from the public, businesses, community groups and government entities affected by the Project.

CMC Local Public Stakeholders Outreach Assistance (Open Houses, Special Events, and Public Meetings)

The CMC Construction Communication Manager shall be made available to assist City CT, as requested, in convening public open houses, one-on-one or group meetings with businesses, community groups and stakeholders to speak about the BLE project and respond to project related questions. The CMC Construction Communication Manager shall be made available to attend public meetings involving the project or to make presentations about the project at the City CT request.

Project Tours

The CMC shall coordinate and assist the City CT to coordinate public or dignitary tours of the Project site.

Deliverables: Draft and Final CMC Construction Communication Plan
CMC Crisis Plan
CMC Vehicle Access and Restriction Information Report
CMC Emergency Vehicle Access Protocol List
Public Requests for Information Correspondence Log

18.3 CMC Third Party Coordination Meetings

The CMC will support the City's efforts associated with resolving right of entry, flagging support, operating requirements, for all third party stakeholders including but not limited to:

- NS Railroad
- CSX Railroad
- North Carolina Railroad (NCRR)
- North Carolina Department of Transportation
- University of North Carolina - Charlotte

Deliverables: Correspondence Log
Meeting materials
Meeting minutes (original media,.pdf file,)
Monthly Flagging Utilization reports

18.4 CMC Communications/Construction Coordination Meetings

The CMC Construction Communication Manager will attend BLE construction coordination meetings and meet with the City CT regularly to maintain coordination on all public information goals and activities. When requested by the City CT, the CMC Construction Communication Manager shall also participate in meetings to assist in the development and implementation of communications plans related to critical construction activities.

Deliverables: Meeting materials (working documents)
Meeting minutes (.Word, .pdf file)

18.5 City's Communication Team Responsibilities

City's Communication Team will retain primary responsibility for the following communications tasks:

- Responses to public comments regarding the Project
- Communications involving previous work associated with the Final Environmental Impact Statement
- Establishing relationships with businesses, communities, stakeholders and the public, etc. to convene meetings ensure information and collateral materials are available.
- Managing a public contact database, if needed, to include citizen requests for information.
- Compile a list of contact information (names, email addresses, and phone numbers) for impacted businesses and property owners

- Provide notifications and status updates to impacted businesses and property owners
- Distribution of project information through social media and other media outlets.
- Coordination with the City's governing and advisory groups, including: the Metropolitan Transit Commission (MTC), the Citizens Transit Advisory Group (CTAG), and the Transit Service Advisory Committee (TSAC).
- Media relations activities
- Public Service Announcements
- Managing the Project Web site
- Communications with local, regional and state-wide elected officials
- Coordination with the CMC's construction communication staff and monitoring

18.6 CMC Construction Communication Manager Post Construction Services

Following the completion (construction close-out) of the BLE construction contracts the CMC Construction Communications Manager will perform and or coordinate the following tasks.

- CMC Construction Communication Closeout Reports
- CMC Construction Communication Project History (Lessons Learned)

19 CONSTRUCTABILITY AND DESIGN SUPPORT DURING CONSTRUCTION

19.1 Constructability and Design Support Staff

The CMC shall provide qualified Constructability Review and Design Support staff as needed throughout the duration of the Project. Reviewers may include but are not limited to: CMC's Project Manager, Deputy Project Manager, Civil resident Engineer, Track/Systems Principal, Track/Systems Resident Engineer, Communications/Signal Lead, OCS/Power Lead, Systems Integration and Testing Manager, Power System Integrator, Lead Utility Inspector, Construction Communications Manager and Office Engineers. The Constructability Review and Design Support staff will work from the offices designated in their specific scope descriptions in this document.

Deliverable: n/a

19.2 Constructability Review and Design Support Tasks

The Constructability Review and Design Support Staff are the CMC's engineering and construction discipline managers responsible for the coordination and performance of all 65%/95%/100% design and bid package, specifications, special conditions and constructability reviews.

The assigned staff will also perform the review of the 95% cost estimates. The Constructability Review and Design Support Staff will confer with the CMC's subject matter experts as necessary and work with the City's Construction Engineer/Designer to develop value engineered solutions to field issues and to resolve design issues prior to Bid document release.

Upon completion of each review, all comments will be consolidated into an excel spreadsheet and distributed to the CITY and the CM Consultant will make available the reviewers for design review meeting as requested. Packages to be reviewed:

- Building Demolition (Package A)
- Building Demolition (Package B)
- Building Demolition (Package C)
- Building Demolition (Package D)
- Building Demolition (Package E)
- Building Demolition (Package F)
- Advanced Utility Relocation Package (Segment C)
- Advanced Utility Relocation Package (Segment A)
- Advanced Utility Relocation Package (Segment B)
- Civil & Roadway (Segment A)
- Civil & Roadway (Segment B and C)
- Track/Systems (Project Wide)
- Systems Integration & Testing Plan
- Park & Ride Lots
- System Fare Collection (TVMs)
- SBRLF Upfit and Yard Track
- Station Finishes
- North Dispatch facility/Vehicle Storage Yard
- Misc. Civil Services

- Fare Collection

19.3 Constructability Review and Design Support Coordination Meetings

The Consultant Constructability Review and Design Support Staff will attend design coordination meetings throughout the review periods and during the project implementation as required to support the City project staff and design team. Consultant subject matter experts may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)
Design Review Comment Log
Design Change Log
Value Engineering Estimates
Budget Review Comment Log

20. NORFOLK SOUTHERN FREIGHT TRACK RELOCATION (36TH STREET)

20.1. Norfolk Southern Freight Track Relocation (36th Street) Inspection Staff

The CMC shall provide a qualified Project Manager, Lead Track Inspector, Civil Inspector, Safety Manager, QA Manager Office Engineer, Project Controls staff, Construction Communication, Project Administration staff and other staff as needed throughout the duration of the Project. The BLE CM Consultant staff will work from the field office space provided by the CMC during construction.

Deliverable: n/a

20.2. Norfolk Southern Freight Track Relocation (36th Street) Inspection Responsibilities

The CMC's Norfolk Southern Freight Track Relocation (36th Street) Inspection Staff will have responsibility to assess the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to CATS CM regularly. The CMC staff will respond to RFI's, review and track submittals and shop drawings required by the contract and specs, inspect the Contractors work for compliance, track work installed for partial payments and prepare the final estimate and closeout the project upon final acceptance of the work. The CMC will coordinate with the materials and testing firm. The CMC will coordinate verification surveys as required and prepare as-built record drawings for the projects. Coordinate with other government agencies for compliance with their rules and regulations as they apply to the Blue Line Extension.

CMC Lead Track Inspector

The CMC Lead Track Inspector is the City's on-site representative for administering an assigned contract. The CMC Lead Track Inspector is the representative of the City as defined in the Contract Documents. The CMC Consultant Track Lead Inspector reports to and is responsible to the CMC RE for the administration of Track contracts. The CMC Lead Track Inspector will work with the City's Construction Manager assigned to the particular contract to develop solutions to field issues and to ensure that the work is being executed in accordance with the contract drawings and specifications and CATS/City requirements. The CM Lead Track Inspector will ensure that the Contractor meets all contract obligations, including Schedule, Quality, and Safety.

QA/QC Management Staff

The CMC shall provide a qualified Quality Field Manager throughout the duration of the Project. The Quality Manager will work from the CMC's home office. The Quality Field Manager will work from the field office space provided by the CMC.

The CMC's Quality Field Manager will work with the CATS/City to administer Agency project management procedures for the implementation of the Contractors Quality Plan (CQP), Inspections, Testing, Commissioning, and Acceptance Procedures. In addition, the CMC will utilize an electronic data module to streamline and automate quality oversight by extracting contractual requirements into checklists for the purpose of audit/review, manages the collaboration necessary to communicate, rectify and close-out identified problems and aggregates the data to improve performance and level of confidence.

CMC Safety and Security Management Staff

The CMC shall provide a qualified Safety/Security Field Manager throughout the duration of the Project. The Safety/Security Field Manager will work from the field office space provided by the CMC. In general, the CMCs responsibilities are to:

- Review and approve Contractor's Safety Plans
- Verify the Contractor's Safety Programs are being properly carried out in compliance with NS, OSHA and CITY safety policies

CMC Project Controls Support

The CMC will provide various project control support services such as budget management and cost forecasting, schedule management and oversight, estimating, disputes and claims analysis, review of Contractor submittals and value engineering proposals (CVEP), and project controls systems support.

CMC Construction Survey Staff

The CMC shall provide, as directed by the City, via a sub-consultant, a qualified 2-man conv. survey crew, 3-man conv. survey crew, 2-man SUE survey crew, Survey Tech, Scan Tech I, Scan Tech II, Survey Analyst, PLS Conventional, PLS SUE, and a PLS Scan.

CMC Civil Construction Inspection Staff

The CMC Civil Inspection Staff will ensure that the Contractor complies with the plans and specifications, applicable regulations, codes, and good workmanship. Each inspector is responsible for a specific area of assignment or expertise and shall have responsibility to assess and document the initial condition of the project prior to commencement of any construction. Monitor the Contractor's daily activities and the progress of the work and report to the Resident Engineer regularly. The Civil Inspection Staff will inspect the Contractors work for compliance; verify material quantities installed for partial payments. The CMC Civil Inspection Staff will assist in the coordination of the materials and testing firm.

CMC Construction Communications Staff

The CMC shall provide a qualified Construction Communication Manager throughout the Project. The CMC Construction Communication Manager shall be available at the Project construction office as necessary to respond to the communications needs of the Project. The CMC Construction Communication Manager shall be readily available by telephone during all business hours with immediate computer and email access. During critical construction activities and emergencies, the CMC Construction Communication Manager shall be available as necessary.

CMC Office Engineer

The CMC Office Engineer (OE), as directed by the CMC Resident Engineer (RE), will prepare reports, draft correspondence, verify quantities for progress payments, maintain drawings and Specs in e-Builder, prepare change requests, change notices, change directive, and change orders. The CMC OE will assemble contract close-out documentation, etc., as defined in this manual, and perform other duties as assigned by the RE.

Deliverables: Inspector Daily Reports (IDR)
Coordination of activities with NS Staff

Track costs separately from BLE tasks
Manage Contractor Field activities
Coordinate Contractor Activities
Verify quantities for Progress payments
Close-out Documentation

20.3. NS Freight Track Relocation (36th Street) Inspection Staff Post Construction Services

Prior to the completion (construction close-out) of the NS Freight Track Relocation (36th Street) construction contract the CMC Inspection Staff will perform and or coordinate the following tasks.

- Punch List Inspections
- Final Inspections
- Final Railroad Inspections
- Claims Investigation and Resolution
- Contract Closeout
- Final Contractor payment

Deliverables: Closeout Reports
Final Inspection report
Project History (Lessons Learned)

20.4. Norfolk Southern Freight Track Relocation (36th Street) Coordination Meetings

The CM Consultant Track Lead will attend coordination meetings throughout the project including the project Contractor coordination. Other CM Consultant inspection staff may be occasionally called upon to attend, but not on a regular basis.

Deliverables: Meeting materials (working documents)
Meeting Minutes (.PDF)

ITEMS TO BE PROVIDED BY THE CITY

The City shall provide the following at no additional cost to the CMC:

- 1. Office space for the Consultant's Project Manager consisting of:**
 - a. 1 office for CMC-PM
 - b. Access to common meeting rooms
 - c. Photocopier/scanner including auto-feed, black & white, 11" x 17" and collating capabilities. The CMC will abide by the City/CATS policy regarding use of color printers and copies.
 - d. Computer workstation for CMC employee in the City offices with Internet access in compliance with City standards, policies, procedures in relation to the use of communications and computing infrastructure and equipment.
 - e. Microsoft Office for CMC computer workstation Telephone system
 - f. Restrooms
 - g. After-hours working hours availability
- 2. Permitting/Approvals**
 - a. Section 401/404 Clean Water Act Permit
 - b. Land Development
 - c. NPDES Permit
 - d. Erosion and Sedimentation Control Permit
 - e. FEMA No-Rise Certification
 - f. Conditional Letter of Map Revision (CLOMR)
 - g. Storm water Management Plan
 - h. SWIM Buffers
 - i. Well Abandonment / Closure Permit
 - j. Transportation Facility Air Quality Permit
 - k. Water Main Construction Permit
 - l. Post Construction Control Ordinance (PCCO)
 - m. Mecklenburg County Code Enforcement Review
- 3. City PMP updates, City Project Quality Plan (PQP)**
- 4. Cost estimates for City staff time**
- 5. Access to public and private property as required for the CMC to perform its services.**
- 6. Construction Administration and inspection of:**
 - a. Parking Garages (2)
 - b. Existing VMF Modifications
 - c. North Yard Operations Building
 - d. Fare Collection Systems
- 7. Environmental investigations for all portions of the Project**
- 8. Bid Support services**
- 9. Private Utility relocation Construction Management Services**

- a. Duke Energy Distribution
 - b. Duke Energy Transmission
 - c. DukeNet Communications
 - d. AT&T Long Distance
 - e. AT&T Distribution
 - f. TCA / AT&T
 - g. Piedmont Natural Gas
 - h. Time Warner Cable
 - i. Level 3 Communications
 - j. MCI / Verizon Business
 - k. Sprint Communications
 - l. Time Warner Telecom
 - m. Windstream Communications
 - n. Zayo Communications
- 10. Special Inspections, Geotechnical and Materials Testing**
 - 11. DBE Program Outreach and Coordination**
 - 12. Public Information – other than what is defined in Section 18 (CMC Construction Communications)**
 - 13. Hazardous and contaminated materials cleanup cost estimates**
 - 14. Freight track signal and communication design and plans will be provided by Norfolk Southern**
 - 15. Landscape design, plans, quantities and specifications**
 - 16. Landscape cost estimates**
 - 17. Temporary and final traffic signalization design, plans quantities and specifications**
 - 18. Traffic signalization cost estimates**
 - 19. Safety & Security Management Plan (SSMP) update**
 - 20. All activities associated with Safety and Security Certification requirements**
 - 21. Real Estate Management Plan (RAMP) update**
 - 22. All property deed research and title searches**
 - 23. All appraisals, negotiations and right-of-way acquisition**
 - 24. Right of way and easement acquisition cost estimates**
 - 25. All activities associated with designing and procuring light rail vehicles**
 - 26. Light rail vehicle cost estimates**
 - 27. Inflation and finance charges for cost estimates**
 - 28. Owner Controlled Insurance Policy (OCIP) analysis and costs**
 - 29. Payment of all permit fees**
 - 30. Overall responsibility for conducting the Advertise, Bid and Award phase.**
 - 31. Reproduction and distribution of all plans, specifications, bid documents and addenda for the Advertise, Bid and Award phase.**

EXHIBIT 2 – PROJECT SCHEDULE

Preconstruction Phase Various preconstruction activities from
November 2012 to December 2015

Construction Phase Various construction management activities from
May 2013 to March 2017

Post Construction Phase Various post construction activities
January 2014 to April 2018

EXHIBIT 3 – COMPENSATION

PHASE ONE

The CMC's total estimated fees are broken down as follows:

CMC's Direct Labor and Overhead	\$ 1,601,810
CMC's Fixed Fee	\$ 159,996
Subcontractors	\$ 1,158,194
Other Direct Costs	\$ 80,000
	<hr/>
Total Price for Phase One:	\$ 3,000,000.00

PHASE TWO

ANTICIPATED ADDITIONAL COMPENSATION (AMENDMENT NO. 1)

The CMC's total additional estimated fees are broken down as follows:

CMC's Direct Labor and Overhead	\$ 23,883,766
CMC's Fixed Fee	\$ 2,369,037
Subcontractors	\$ 7,177,741
Other Direct Costs	\$ 1,232,154
	<hr/>
Total Price for Phase Two:	\$ 34,662,798.00

COMPENSATION ON A COST-PLUS BASIS

HNTB

Audited Overhead	148.13%
FCCM	0.11%

Multiplier Computation:

Direct Labor (DL)	\$100.00
Overhead	<u>\$148.24</u>
Subtotal	\$248.24

Multiplier (x DL)	2.4824
	excl. fee

The Audited Overhead Rate established above is the 2011 FAR Audited Overhead Rate. This rate may be adjusted annually in accordance with Section 11.4 of this Agreement.

The CMC shall invoice the City in accordance with Article 11 of this Agreement. Below is an example of how the CMC shall invoice the City.

For Example:

Employee	Hours Worked	Rate	Cost	Multiplier	Total	Fixed Fee		Total To City
						Home 10%	BLE 3.645%*	
AAAAA	15	50.00	750.00	2.4824	1,861.80	186.18	00.00	2,047.98
BBBBB	15	50.00	750.00	2.4824	1,861.80	00.00	67.86	1,929.66

*The City may adjust the fixed fee invoicing % if there is a material swing in the approved overhead rate, subject to limitations of the total contracted fixed fee amount.

HNTB HOURLY BASE PAY RATES

HNTB Actual Pay Rates through 6/30/13

BLE Position	Name	Pay Rate through 6/30/13
Principal	Linda Bohlinger	\$ 117.12
Construction Manger	Keith Powley	\$ 100.96
Operations Manager	Greg Boulanger	\$ 58.09
Project Analyst	Meredith Stapleton	\$ 26.44
QA/QC Manager	Mo Soliman	\$ 79.36
Safety/Security Manager	Joel Elder	\$ 66.00
Project Controls Principal	Erik Blum	\$ 115.52
Project Controls Manager	Karim Eldomiaty	\$ 88.03
Project Risk Analyst	Shereaf Youssef	\$ 92.24
Civil Resident Engineer	Jim Cravens	\$ 64.96
Civil Segment A - Tech 4	Jimmy Bellamy	\$ 28.32
Track/Systems- Principal	Joe Guzzi	\$ 105.00
Lead Track Inspector	John Corrigan	\$ 50.80
Communication/Signals Lead Inspector	Ed Muniz	\$ 74.48
OCS/Power Lead Inspector	Moises Ramos	\$ 47.76
Systems Integration & Testing Manager	Bob DiSilvestro	\$ 72.24
Power System Integrator	Peter Lloyd	\$ 78.56
Station Finishes Inspector	Robert Papocchia	\$ 67.20
Const. Communications/Integration Manager	Cathie Farrell	\$ 47.50
Railroad Coordinator	Neil Greenlee	\$ 58.16
Traffic Control Coordinator	Rhonda Early	\$ 46.96

HNTB Budgeted Pay Rates through 6/30/13

BLE Position	Name	Budgeted Pay Rate through 6/30/13
Deputy Construction Manager	TBD	\$ 95.00
Project Office Admin	TBD	\$ 16.00
QA/QC Field Manager	TBD	\$ 45.00
Safety/Security Field Manager	TBD	\$ 45.00
Office Engineer (2 of 3)	TBD	\$ 40.00
Office Technician	TBD	\$ 26.00
Civil Segment A - Tech 4	TBD	\$ 28.32
Office Engineer (3 of 3)	TBD	\$ 40.00
Civil Segment C/B - Tech 6	TBD	\$ 40.00
Civil Segment C/B - Tech 5	TBD	\$ 30.98
Civil Segment C/B - Tech 5	TBD	\$ 30.98
Track/Systems- Resident	TBD	\$ 75.00
Track Inspector	TBD	\$ 40.00
Track Inspector	TBD	\$ 40.00
Communication/Signals Inspector	TBD	\$ 65.00
Communication/Signals Inspector	TBD	\$ 65.00
Dispatch Facility/SBLRF Upfit Inspector	TBD	\$ 65.00
OCS/Power Inspector	TBD	\$ 60.00
OCS/Power Inspector	TBD	\$ 60.00
Systems Integration & Testing Engineer	TBD	\$ 60.00
Systems Integration & Testing Jr. Engineer	TBD	\$ 50.00
Systems Integration & Testing Technician	TBD	\$ 40.00
Park and Ride Lots/MISC Civil Inspector	TBD	\$ 40.00
Station Finishes Inspector	TBD	\$ 45.00

SUBCONTRACTOR RATES

Consultant	Type	Overhead	FCCM	Margins	Multiplier
HND	Sub	148.15%	0.00%	9.00%	2.704835
RDF	Sub	137.80%	0.340%	9.00%	2.9626
KCA	Sub	133.97%	0.000%	9.00%	2.550273
DCN	Sub	142.50%	0.00%	9.00%	2.64325
F&H	Sub	128.07%	0.370%	9.00%	2.495161063
ESP	Sub	161.79%	0.400%	9.00%	2.864925044
KVL	Sub	114.63%	0.425%	9.00%	2.349409735
MCF	Sub	129.50%	0.34%	9.00%	2.8722

KEVILLE ENTERPRISES INC	=	KVL
ROHADFOX CONSTRUCTION		
CONTROL SERVICES CORPORATION	=	RDF
MCFARLAND CORBITT		
CONSTRUCTION LLC	=	MCF
DICON CONSULTING	=	DCN
HINDE ENGINEERING INC	=	HND
ESP ASSOCIATES, P.A.	=	ESP
KISINGER CAMPO & ASSOCIATES		
CORP	=	KCA
FLORENCE & HUTCHESON, INC.	=	F&H

SUBCONSULTANT PAY RATES

Subconsultant	Classifications	Name	Pay Rate
KCA	Civil Segment C/B - Tech 3	John May	\$ 26.18
KCA	Civil Segment C/B - Tech 4	David Thompson	\$ 29.10
KVL	Project Lead Cost Estimator	Joseph Donahue	\$ 60.88
KVL	Project Lead Scheduler	Christopher Seavey	\$ 62.45
KVL	Project Scheduler	TBD	\$ 40.00
MCF	Civil Segment A - Tech 3	Patrick Stone	\$ 30.00
RDF	PMCS Implem./Reporting Specialist	TBD	\$ 30.00
RDF	Office Engineer	TBD	\$ 40.00
DCN	Lead Utility Relocation Inspector	John Goins	\$ 32.50
DCN	Utility Relocation Inspector	Greg Bratton	\$ 32.50
ESP	Survey Support Crew	Survey Crew	\$ 150.00
ESP	Civil Segment A - Tech 2	Matt Amick	\$ 23.50
ESP	Civil Segment A - Tech 3	Jake Sarna	\$ 29.81
ESP	Survey PM	TBD	\$ 51.74
ESP	Survey Control Analyst	TBD	\$ 36.06
ESP	Survey Tech	TBD	\$ 30.82
ESP	Party Chief	TBD	\$ 29.75
ESP	Instrument Person	TBD	\$ 22.00
ESP	Rod Person	TBD	\$ 15.85
ESP	SUE Senior CAD Tech	TBD	\$ 30.82
ESP	SUE PLS Manager	TBD	\$ 37.06
ESP	SUE CAD Tech	TBD	\$ 30.82
ESP	SUE Survey Analyst	TBD	\$ 30.82
ESP	SUE Project Analyst	TBD	\$ 36.85
ESP	SUE Tech II	TBD	\$ 25.25
ESP	SUE Tech I	TBD	\$ 18.00
ESP	SUE Accounting Clerk	TBD	\$ 29.81
F&H	Civil Segment C/B - Tech 2	Tammy Turner	\$ 23.98
F&H	Civil Segment C/B - Tech 3	Jerry Quinn	\$ 26.18
F&H	Civil Segment C/B - Tech 4	Gregory Hays	\$ 28.66
HND	Utility Relocation Coordinator	Mike Davis	\$ 34.67

KEVILLE ENTERPRISES INC = KVL
 ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION = RDF
 MCFARLAND CORBITT CONSTRUCTION LLC = MCF
 DICON CONSULTING = DCN
 HINDE ENGINEERING INC = HND
 ESP ASSOCIATES, P.A. = ESP
 KISINGER CAMPO & ASSOCIATES CORP = KCA
 FLORENCE & HUTCHESON, INC. = F&H

HNTB NON-EXEMPT EMPLOYEE POSITIONS

BLE Positions (Non-Exempt)
Office Engineer
Office Technician
Civil Segment A - Tech 4
Civil Segment A - Tech 4
Civil Segment C/B - Tech 6
Civil Segment C/B - Tech 5
Civil Segment C/B - Tech 5
Lead Track Inspector
Track Inspector
Track Inspector
Communication/Signals Lead Inspector
Communication/Signals Inspector
Communication/Signals Inspector
Dispatch Facility/SBLRF Upfit Inspector
OCS/Power Lead Inspector
OCS/Power Inspector
OCS/Power Inspector
Park and Ride Lots/MISC Civil Inspector
Station Finishes Inspector
Station Finishes Inspector

EXHIBIT 4 – KEY PERSONNEL & STAFFING PLAN

KEY PERSONNEL

BLE Position	Name
Construction Manger	Keith Powley
Operations Manager	Greg Boulanger
Project Controls Principal	Erik Blum
Project Controls Manager	Karim Eldomiaty
Civil Resident Engineer	Jim Cravens
Systems Integration & Testing Manager	Bob DiSilvestro
Const. Communications/Integration Manager	Cathie Farrell

STAFFING PLAN

Total Budgeted Hours by Year (HNTB + Subconsultants)							
CM Staff Position	Year 1 NTP-6/2013	Year 2 7/2013-6/2014	Year 3 7/2014-6/2015	Year 4 7/2015-6/2016	Year 5 7/2016-6/2017	Year 6 7/2017-4/2018	TOTAL
Principal	20	-	-	-	-	-	20
Construction Manager	983	1,980	1,980	1,980	1,770	168	8,861
Deputy Construction Manager	825	1,980	1,980	1,980	990	-	7,755
Operations Manager	340	480	480	480	240	-	2,020
Project Office Admin	-	990	1,980	1,980	1,488	-	6,435
Project Analyst	945	1,710	1,320	1,200	840	360	6,375
QA/QC Manager	200	365	-	-	-	-	565
Safety/Security Manager	240	365	-	-	-	-	605
QA/QC Field Manager	-	1,155	1,980	1,980	1,650	-	6,765
Safety/Security Field Manager	-	560	960	960	800	-	3,280
Construction Management Staff	3,553	9,585	10,680	10,560	7,775	528	42,681
Project Controls Principal	280	1,050	1,200	60	-	-	565
Project Controls Manager	775	1,980	1,980	1,980	1,725	-	8,440
Project Risk Analyst	-	280	-	-	-	-	280
Project Lead Cost Estimator (KVL-DBE)	440	1,470	1,980	1,980	990	-	6,860
Project Cost Estimator (KVL-DBE)	-	-	-	-	-	-	-
Project Lead Scheduler (KVL-DBE)	500	1,630	1,980	1,980	990	-	7,080
Project Scheduler (KVL-DBE)	-	495	1,980	1,980	165	-	4,620
PMCS Implem./Reporting Specialist (RDF-DBE)	480	480	-	-	-	-	960
Office Engineer (1 of 3) (RDF)	490	1,980	1,980	1,980	1,730	-	8,160
Control/Monitoring Staff	2,965	8,420	10,020	9,960	5,600	-	36,965
Survey Support Crew (ESP)	2,015	223	-	-	-	-	2,238
Survey/Monitoring (ESP)	786	1,980	1,980	1,980	1,320	-	8,046
Civil Resident Engineer	-	1,271	2,178	2,178	363	-	5,990
Office Engineer (2 of 3)**	-	1,089	2,178	2,178	363	-	5,808
Office Technician**	-	770	2,178	1,997	-	-	4,945
Civil Segment A - Tech 2 (ESP)**	-	770	2,178	1,997	-	-	4,945
Civil Segment A - Tech 3 (ESP)**	-	677	2,178	1,997	-	-	4,851
Civil Segment A - Tech 3 (MCF)**	314	2,178	2,178	1,271	-	-	5,940
Civil Segment A - Tech 4**	-	1,040	2,178	1,271	-	-	4,488
Office Engineer (3 of 3)**	-	1,089	2,178	2,178	1,452	-	6,897
Civil Segment C/B - Tech 6**	-	1,089	2,178	2,178	363	-	5,808
Civil Segment C/B - Tech 2 (F&H)**	-	363	2,178	2,178	1,452	-	6,171
Civil Segment C/B - Tech 3 (KCA)**	-	814	2,178	2,178	1,452	-	6,622
Civil Segment C/B - Tech 3 (F&H)**	-	814	2,178	2,178	1,452	-	6,622
Civil Segment C/B - Tech 4 (KCA)**	-	908	2,178	2,178	1,452	-	6,716
Civil Segment C/B - Tech 4 (F&H)**	-	726	2,178	2,178	363	-	5,445
Civil Segment C/B - Tech 5**	-	1,040	2,178	2,178	363	-	5,759
Civil Segment C/B - Tech 5**	-	1,040	2,178	2,178	363	-	5,759
Track/Systems- Principal	160	240	-	-	-	-	400
Track/Systems- Resident	-	-	825	1,980	1,485	-	4,290
Lead Track Inspector	-	-	908	2,178	908	-	3,993
Track Inspector**	-	-	726	2,178	908	-	3,812
Track Inspector**	-	-	545	2,178	726	-	3,449
Communication/Signals Lead Inspector	-	-	825	1,980	1,320	-	4,125
Communication/Signals Inspector**	-	-	726	2,178	908	-	3,812
Communication/Signals Inspector**	-	-	545	2,178	726	-	3,449

Dispatch Facility/SBLRF Upfit Inspector**	-	-	908	1,617	352	-	-	2,877
OCS/Power Lead Inspector	-	-	825	1,980	825	-	-	3,630
OCS/Power Inspector**	-	-	726	2,178	908	-	-	3,812
OCS/Power Inspector**	-	-	363	2,178	726	-	-	3,267
Systems Integration & Testing Manager	304	812	1,581	1,992	1,328	-	-	6,017
Systems Integration & Testing Engineer**	-	-	237	510	1,382	-	-	2,129
Systems Integration & Testing Jr. Engineer**	-	-	-	-	653	-	-	653
Systems Integration & Testing Technician**	-	-	-	-	134	-	-	134
Power System Integrator**	209	396	506	110	726	-	-	1,947
Park and Ride Lots/MISC Civil Inspector**	-	-	270	2,178	-	-	-	2,448
Station Finishes Inspector**	-	-	1,089	2,178	1,089	-	-	4,356
Station Finishes Inspector**	-	-	528	1,056	440	-	-	2,024
Lead Utility Relocation Inspector (DCN)*	809	2,178	182	-	-	-	-	3,168
Utility Relocation Inspector (DCN)**	270	1,634	-	-	-	-	-	1,903
Construction Implementation	2,850	22,915	49,140	65,296	26,300	-	-	166,500
Const. Communications/Integration Manager	480	1,980	1,980	1,980	1,488	-	-	7,905
Railroad Coordinator	40	120	120	120	60	-	-	460
Traffic Control Coordinator	40	120	120	120	60	-	-	460
Coordination/Integration Staff	560	2,220	2,220	2,220	1,608	-	-	8,825
Constructability Review & Design Support	2,000	700	-	-	-	-	-	2,700
Unspecified Construction Support	420	3,518	-	-	-	-	-	3,938
Constructability/Design & Construction Support	2,420	4,215	-	-	-	-	-	6,635
Total Hours by Year	14,363	47,578	72,060	88,036	41,280	528	-	263,844

Total Budgeted Cost by Year (HNTB + Subconsultants)							
CM Staff Position	Year 1 7/2013-6/2014	Year 2 7/2013-6/2014	Year 3 7/2014-6/2015	Year 4 7/2015-6/2016	Year 5 7/2016-6/2017	Year 6 7/2017-4/2018	TOTAL
Principal	6,400	-	-	-	-	-	6,400
Construction Manger	271,177	546,345	545,990	562,370	517,807	50,622	2,494,311
Deputy Construction Manager	205,137	492,446	492,127	506,891	261,049	-	1,957,650
Operations Manager	53,967	78,475	80,829	83,254	42,876	-	339,400
Project Office Admin	-	42,004	86,528	89,124	68,848	-	286,503
Project Analyst	77,464	144,379	114,794	107,489	77,499	34,210	555,836
QA/QC Manager	43,369	81,523	-	-	-	-	124,892
Safety/Security Manager	43,282	67,799	-	-	-	-	111,081
QA/QC Field Manager	-	139,033	243,359	250,660	215,150	-	848,202
Safety/Security Field Manager	-	67,410	117,992	121,532	104,315	-	411,250
Construction Management Staff	700,797	1,659,413	1,681,620	1,721,320	1,287,544	84,833	7,135,526
Project Controls Principal	88,382	33,010	37,862	19,499	-	-	178,754
Project Controls Manager	186,415	476,374	476,065	490,347	440,012	-	2,069,214
Project Risk Analyst	-	72,688	-	-	-	-	72,688
Project Lead Cost Estimator (KVL-DBE)	59,936	206,249	286,139	294,723	151,782	-	998,829
Project Lead Scheduler (KVL-DBE)	46,988	157,777	197,405	203,327	104,714	-	710,211
Project Scheduler (KVL-DBE)	-	47,914	197,405	203,327	17,452	-	466,098
PMCS Implem./Reporting Specialist (RDF-DBE)	-	32,759	-	-	-	-	66,500
Office Engineer (1 of 3) (RDF)	44,588	185,578	191,145	196,880	177,182	-	795,373
Control/Monitoring Staff	459,069	1,213,332	1,386,022	1,408,103	891,142	-	5,357,668
Survey Support Crew (ESP)	865,924	98,707	-	-	-	-	964,630
Survey/Monitoring (ESP)	865,924	98,707	-	-	-	-	964,630
Civil Resident Engineer	139,425	351,531	351,303	361,842	248,465	-	1,452,566
Office Engineer (2 of 3)**	-	123,585	216,320	222,809	38,249	-	600,962
Office Technician**	-	68,256	140,608	144,826	24,862	-	378,552
Civil Segment A - Tech 2 (ESP)**	-	48,542	141,423	133,527	-	-	323,492
Civil Segment A - Tech 3 (ESP)**	-	61,576	179,397	169,381	-	-	410,353
Civil Segment A - Tech 3 (MCF)**	-	49,445	163,965	154,810	-	-	368,220
Civil Segment A - Tech 4**	22,054	153,254	153,154	92,020	-	-	420,482
Civil Segment A - Tech 4**	-	70,967	153,154	92,020	-	-	316,142
Office Engineer (3 of 3)**	-	105,009	216,320	222,809	152,996	-	697,134
Civil Segment C/B - Tech 6**	-	105,009	216,320	222,809	38,249	-	582,387
Civil Segment C/B - Tech 2 (F&H)**	-	20,338	125,686	129,457	88,894	-	364,374
Civil Segment C/B - Tech 3 (KCA)**	-	50,889	140,248	144,455	99,193	-	434,785
Civil Segment C/B - Tech 3 (F&H)**	-	49,789	137,217	141,333	97,049	-	425,389
Civil Segment C/B - Tech 4 (KCA)**	-	63,062	155,890	160,567	110,256	-	489,776
Civil Segment C/B - Tech 4 (F&H)**	-	48,613	150,215	154,722	26,561	-	380,111
Civil Segment C/B - Tech 5**	-	77,633	167,539	172,566	29,624	-	447,362
Civil Segment C/B - Tech 5**	-	77,633	167,539	172,566	29,624	-	447,362
Track/Systems - Principal	45,905	70,923	-	-	-	-	116,828
Track/Systems - Resident	-	-	169,000	417,767	322,723	-	909,492
Lead Track Inspector	-	-	114,469	282,968	121,440	-	518,877
Track Inspector**	-	-	72,107	222,809	95,622	-	390,538
Track Inspector**	-	-	54,080	222,809	76,498	-	353,387
Communication/Signals Lead Inspector	-	-	167,828	414,871	284,878	-	867,576
Communication/Signals Inspector**	-	-	117,173	362,065	155,386	-	634,624
Communication/Signals Inspector**	-	-	87,880	362,065	124,309	-	574,254
Dispatch Facility/SBLRF Upfit Inspector**	-	-	146,466	268,806	60,271	-	475,543
OCS/Power Lead Inspector	-	-	107,619	266,034	114,173	-	487,826
OCS/Power Inspector**	-	-	108,160	334,214	143,433	-	585,807
OCS/Power Inspector**	-	-	54,080	334,214	114,747	-	503,040

Systems Integration & Testing Manager	60,007	158,557	311,947	404,832	277,985	-	1,213,327
Systems Integration & Testing Engineer**	-	-	35,234	78,321	218,366	-	331,921
Systems Integration & Testing Jr. Engineer**	-	-	-	-	86,060	-	86,060
Systems Integration & Testing Technician**	-	-	-	-	14,141	-	14,141
Power System Integrator**	40,785	77,040	98,703	22,101	150,242	-	388,871
Station Finishes Inspector**	-	-	181,708	374,319	192,774	-	748,802
Station Finishes Inspector**	-	-	58,996	121,532	52,158	-	232,686
Lead Utility Relocation Inspector (DCN)*	63,141	175,196	15,038	-	-	-	253,374
Utility Relocation Inspector (DCN)**	21,047	131,397	-	-	-	-	152,444
Construction Implementations	392,364	2,138,246	4,903,551	7,605,053	3,589,227	-	18,628,441
Const. Communications/Integration Manager	62,299	264,698	272,636	280,819	216,929	-	1,097,374
Railroad Coordinator	6,357	19,642	20,232	20,839	10,732	-	77,801
Traffic Control Coordinator	5,133	15,860	16,336	16,826	8,665	-	62,819
Coordination/Integration Staff	73,789	300,197	309,203	318,479	236,326	-	1,237,994
Constructability Review & Design Support	327,892	118,208	-	-	-	-	446,097
Unspecified Construction Support	68,857	593,558	-	-	-	-	662,415
Constructability/Design & Construction Support	396,749	711,763	-	-	-	-	1,108,512
Subtotal	2,888,691	6,121,657	8,280,396	11,052,955	6,004,239	84,833	34,432,771
Overtime	17,448	189,848	450,280	679,223	277,376	-	1,614,173
Expenses	93,864	203,409	356,568	537,377	373,228	51,407	1,615,854
Total Cost by Year	3,000,000	6,514,914	9,087,244	12,269,555	6,654,844	136,240	37,662,796

EXHIBIT 5 – THIRD PARTY CONTRACTS

1. Final Design Contract – STV
2. NCRR Lease Agreement
3. NSR Construction Agreement
4. CSX Construction Agreement
5. K&J Contract

EXHIBIT 6 – FORMS

CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that, no member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, officer, employee, or former employee of the City,

AND

no elected, appointed, or employed official or employee of the State of North Carolina or of a governing body, instrumentality, or political subdivision within the territory comprising Mecklenburg County,

AND

no relative of persons described above,

AND

no member of or delegate to the Congress of the United States

has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Contractor’s organization and/or in the proceeds of the Contract and agreement which might be made between Contractor and the City a result of the Contract accompanied by this certification; no person who is or who during the past twelve (12) months has been a member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, an officer or employee of the City is employed by or on behalf of Contractor’s organization; and that until acceptance of all Work to be performed under the Contract, the Contractor shall not enter into any contract involving services or property, whether or not related to the performance of the Contract, with any of the aforementioned persons or with any business in which any such person has an interest, direct or indirect.

Except as identified and explained below and with City’s prior approval the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would create an appearance of a conflict of interest (personal or organizational) or reasonably appear to compromise the Contractor’s judgment with respect to Work performed under this Contract.

The undersigned certifies that he is legally authorized by the Contractor to make the above representation, and that the representation is true to the best of his knowledge and belief and without deliberate omission of any inquiry which would to the best of his belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may be cause for termination of the Contract and disqualify the Contractor from being awarded future Work by the City.

The Contractor certifies that neither he nor any agent, representative, or other party acting on his behalf has offered or given any gratuity or gratuities, in the form of gifts, entertainment, or otherwise, to any director, officer, or employee of the City or of any person, firm, consultant or contractor retained by the City, with a view to securing the Contract or of securing favorable treatment with respect to the award hereof, and the Contractor further certifies that neither he nor any agent, representative, or other party acting on his behalf will offer or give any such gratuity to any director, officer, or employee of the City or of any such consultant or contractor with a view to securing favorable treatment with respect to any change or amendment to the Contract, or to any other action with respect to the performance hereof.

NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED WITH EXECUTION OF THE CONTRACT

Signature: _____
Title: _____ Date of Signing: _____
Firm or Corporate Name: _____
Address: _____
Telephone Number: _____

CITY NON-DISCRIMINATION CERTIFICATION

Project:
Blue Line Extension Light Rail Project

CMC:
HNTB North Carolina, P.C.

Section 2.101 Mandatory Non-Discrimination Contract Clause

As a condition of entering into this Agreement, the CMC represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the CMC shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City Contract or Contract solicitation process, nor shall the CMC retaliate against any person or entity for reporting instances of such discrimination. The CMC shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City Contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The CMC understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the CMC from participating in the Contracts or other sanctions.

NAME OF CONSTRUCTION MANAGER
HNTB North Carolina, P.C.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL
TITLE

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned _____ certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (2) herein has been modified in accordance with §10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such expenditure or failure.]

The CMC, HNTB North Carolina, P.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CMC understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of CMC's Authorized Official

_____ Name and Title of CMC's Authorized Official

_____ Date

SUSPENSION & DEBARMENT CERTIFICATION

**CERTIFICATION OF CONSTRUCTION MANGER REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The CMC certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, of Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

THE CONSTRUCTION MANAGER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

PAYMENT APPLICATION

PAYMENT AFFIDAVIT

To be submitted with each request for payment from the City of Charlotte.

Project Name: _____
Contractor Name: _____ Payment / Invoice # _____
Contract Number: _____ Invoice Amount: \$ _____
Payment Period: From _____ To _____

FINAL PAYMENT Check this box only when submitting Final Pay request.

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount.

Subcontractor's Name	Description of Services Performed	Services Code	Payment this Period	Cumulative Payments

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been or will be made to subcontractors and suppliers on this Project/Contract. If no subcontractors or suppliers are listed on the preceding chart, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated.

This _____ day of _____ 20 _____

Signature

Print Name and Title

EXHIBIT 7 – RESTRICTED DATA

**Confidentiality and Proprietary Information Protection Agreement between
City of Charlotte and
HNTB
(Herby referred to as the Firm)**

Relative to Water and Wastewater System Data

The “**Firm**”, with staff that has access to information relative to the Water and Wastewater system information assigned to the CITY OF CHARLOTTE, NC, will adhere to the confidentiality and information protection agreement outlined below.

Confidentiality

Staff members will regard Charlotte-Mecklenburg Utility water and wastewater system data as confidential and proprietary, whether accessed, gathered, viewed, edited or transferred to Utility approved vendors. Information sharing will be strictly limited to essential activities approved by the CITY OF CHARLOTTE within the scope of work. Confidential and proprietary information shall not be disclosed to any external parties (i.e., parties not employed by the firm or the CITY OF CHARLOTTE, including regulatory agencies, without the express consent of the CITY OF CHARLOTTE. Furthermore, information sharing with internal parties (i.e., parties employed by the **Firm**, or CITY OF CHARLOTTE) will be limited to: (a) project team member(s) and (b) those internal parties with knowledge or information needed to perform essential services related to the project.

Information Protection

As a public agency, CITY OF CHARLOTTE may be required to disclose certain types of information to the public in response to Freedom of Information Act (FOIA) or "sunshine" law requests. CITY OF CHARLOTTE will be responsible for shielding the Utility water and sewer system data as a part of the project documents from such requests, as detailed in the following section and in accordance with CITY OF CHARLOTTE policies.

Freedom of Information Act Exemptions

Utility water and sewer system data documents are considered sensitive security information. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, provides an exemption to the Federal Freedom of Information Act for this information. Additionally, the North Carolina Freedom of Information Act includes exemptions to protect these documents. These laws shall be invoked to protect confidential and proprietary documents.

Hard-Copy Data Protection

Hard-copy data and files stored or used by the **Firm** off-site will be stored in a locked file cabinet in a restricted location (i.e., private office of a **Firms** team member). Drafts and hard copy data no longer necessary to complete the scope of work will be shredded to protect confidential and proprietary information. Send written certification that documents have been shredded and electronic files have been appropriately destroyed at the conclusion of the project or annually for ongoing work. The certification shall be signed by an Officer / Senior Official of the **Firm**.

BY:

Officer / Senior Official Signature Printed Name/Title Date
Address: _____ Phone# _____

EXHIBIT 8 – SUBCONTRACTOR INSURANCE

Sub-consultant	Contact	Service Provided	Insurance Coverage / Comments					Workers Comp. Exp. Date	Prof. Liab. Exp Date
			Automobile	Commercial General Liability	Workers' Compensation	Professional Liability / E&O	Rail Road Protective Liability		
LIMITS PER ORIGINAL CONTRACT WITH CATS			\$2M each occurrence/ aggregate	\$5M each occurrence/ aggregate	\$500,000 per accidental limit	\$5M each occurrence / aggregate	\$10M each occurrence / aggregate		
ESP Associates	Joe Bruno	Survey & Construction Inspection	\$1M each occurrence	\$1M each occurrence/\$2M aggregate	\$500,000 Each Accident/ Employee/ Policy Limit	\$5M each occurrence/ aggregate	\$1M each occurrence/ \$2M aggregate	09/30/2013	10/02/2013
Florence & Hutchinson	Ben Glunt	Construction Inspection	\$1M each occurrence/ aggregate	\$1M Each Occurrence / \$2M Gen Aggregate	\$1M each accident	\$5M Per Claim/\$5M Aggregate	We do not carry this insurance and would consider the cost a direct expense to the project	4/1/2014	4/1/2014
Hinde Engineering	Kevin Hinde	Utility Coordination	\$1M each occurrence/ aggregate	\$2M each occurrence, \$2M personal & adv injury, \$4M general aggregate	\$1M each accident	\$1M Per Claim/Annual Aggregate	N/A	10/09/2013	07/29/2013
KCA	Gerald Hilton	Construction Inspection	\$1M Combined Single Limit / Ea Accident	\$1M Each Occurrence / \$2M Gen Aggregate	\$500,000 Each Accident/ Employee/ Policy Limit	\$2M Per Claim / \$5M Aggregate	We do not carry this insurance and would consider the cost a direct expense to the project	10/03/2013	11/02/2013
Dicon	Ralph Watters	Construction Inspection	\$1M Combined Single Limit / Ea Accident	\$1M Each Occurrence / \$2M Gen Aggregate	\$1M each accident	\$1M Per Claim / \$1M Aggregate	We do not carry this insurance and would consider the cost a direct expense to the project	7/27/2013	3/08/2013
McFarland Corbitt	Tino McFarland	Construction Inspection	\$1M each occurrence/ aggregate	\$1M Each Occurrence / \$2M Gen Aggregate	\$500,000 Each Accident/ Employee/ Policy Limit	N/A	We do not carry this insurance and would consider the cost a direct expense to the project	10/29/2013	N/A
Keville Ent.	Tom Farrell	Project Controls	\$1 million combined single limit	\$1 million each occurrence/\$2 million aggregate	\$1 million per accidental limit	\$2 million each occurrence / aggregate	N/A	12/31/2013	02/09/2014
Rohadfox	Joy Rohadfox	Project Controls	\$1M each occurrence/ aggregate	\$2M each occurrence/ aggregate	\$1M per accidental limit	\$5M each occurrence/ aggregate	N/A	01/01/2014	06/22/2013

From: Poole, Ajonelle
Sent: Friday, July 12, 2019 4:00 PM
To: Green, Krystel
Subject: statement

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work as listed in the Request for Council [Action](#) on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you so much,
-AP

From: Goforth, Kelly
Sent: Friday, July 12, 2019 3:42 PM
To: Muth, John; Brim, Jill; Lewis Jr., John M.; Smith, Jennifer; Davis, Michael (E&PM)
Cc: Charneskie, Philip; Lee, Gary; Mrzygod, John; Chapman, Kenneth; Sherman, Blanche; Thomas, Bradley; Nichols, Jenna; LYNX BLE Records
Subject: CCB approval request
Attachments: CO-00361_CIV-A Record of Negotiation.pdf

BLE Change Control Board:

I am requesting CCB approval of a negotiated Change Order with the Civil A contractor for multiple Change Requests and Field Change Notices, as listed below. The total amount agreed to for all changes is **\$240,000** which includes all costs, time, damages, and issues related to these changes. In addition, the Contractor agreed to the following schedule for the work: All project work included in this CO, except CR 421, FCN 211, and FCN 216, is to be complete by July 12, 2019. The work for CR 421 to be complete by July 19, 2019 and FCN 211 and FCN 216 will be completed by July 28, 2019. These dates are dependent upon favorable weather conditions and flagmen that allow the work to take place.

CATS also agreed to release \$250,000 in retainage on the next Pay Application. \$1,400,000 of retainage will remain.

Please see the attached Record of Negotiation for additional information. Existing contract contingency will be used for this Change Order.

Process #	Subject of Change
CR - 432	Move Rail Materials from ACNW Area (FCN - 204)
CR - 431	Remove Guardrail to Meet Railroad Clear Zone, Sta. 83+00, Lt. NSRRS, (FCN - 220)
CR - 428	Remove/Dispose of trees along Calmes Ave. (FCN - 217)
CR - 427	Overhead Rd. Drainage Str. A1-4-02-OT, block temporary/perm. permanent (FCN - 215)
CR - 426	Grading adjacent to ACNW track, Sta. 12+00 to Sta. 13+00, Rt. ACNAR. (FCN - 214)
CR - 425	10x12 Box Culvert upstream, A1-1-EW, protection pedestrian access (FCN - 210)
CR - 424	Remove asphalt sidewalk/pedal base removal adjacent to wall A28 (FCN - 208)
CR - 423	Install top on Drainage Structure A10-4X-OT Date Access Rd. (FCN - 208)
CR - 422	Install temporary steel plate over communications pull box in the south yard maintenance facility parking lot (FCN - 208)
CR - 421	Remove/Replace Concrete Driveway at Eastway Drive, Medical Center (FCN - 221)
CR - 417	34th Street Ac Beach Foundation (CH - 33)
CR - 416	Additional Underdrain at 34th St. (FCN - 203)
CR - 415	Remove curb, correct grade issues, 34th St. (FCN - 202)
CR - 409	Revised AT 30 Drainage and Access Road (DC - 81) (CH - 34)
FCN - 191	Wall A28 not built per plan, negative FCN
FCN - 211	Modification to Date Lighting Conduits at 34th St.
FCN - 212	Remove/Replace Sidewalk & Water Meter/Vault Covers at 34th St.
FCN - 218	Date Distribution Conduits, move to new location, 34th St.
FCN - 216	Wall A30, FRB chain link fence, Change from Temporary to Permanent Configuration
FCN - 224	Fill against the 34th St. NSRR berm, fill side

Please e-mail back your response: **Approve or Reject**. If you need additional information or have any questions, please let me know.

Kelly

Kelly R. Goforth

Deputy Project Director
LYNX Blue Line Extension Light Rail Project
Charlotte Area Transit System
600 East Fourth St.
Charlotte, NC 28202
(704) 336-3513



M E M O R A N D U M

TO: Project File for LYNX BLE 02A Civil Contract - Segment A

FROM: Tiffany Morris, HNTB Project Controls Director

SUBJECT: Change Order 361 Record of Negotiation

DATE: July 10, 20109

The Civil A construction work is nearing completion. There are a few open Field Change Notices (FCNs) that were issued to satisfy 3rd party stakeholders and/or required for project acceptance. There are also several submitted Change Requests from Owner directed FCNs, Change Directives (CDs) and Change Notices (CNs) that were ready for final negotiation. Refer to Table 1 for the fourteen (14) Change Requests and six (6) Field Change Notices included in this record of negotiation and Change Order (CO). Additional information on the scope of these changes can be found in the associated CR and FCN processes in e-Builder, which will be attached to CO 361.

Table 1 – CRs and FCNs included in CO-361

Process #	Subject of Change
CR - 432	Move Rail Materials from AC&W Area (FCN - 204)
CR - 431	Remove Guardrail to Meet Railroad Clear Zone, Sta.53+60, Lt. NSRSB, (FCN - 220)
CR - 428	Remove/Dispose of tires along Cullman Ave. (FCN - 217)
CR - 427	Craighead Rd. Drainage Str. A14-32-OT , block temporary outlet permanently (FCN - 215)
CR - 426	Grading adjacent to AC&W track, Sta.12+50 to Sta.13+50, Rt. -ACWAR- (FCN - 214)
CR - 425	10 x 12 Box Culvert upstream, A4-1-EW, protection pedestrian access (FCN - 210)
CR - 424	Remove asphalt sidewalk/partial base removal adjacent to wall A28 (FCN - 209)
CR - 423	Install top on Drainage Structure A10-4X-OT Duke Access Rd. (FCN - 208)
CR - 422	Install temporary steel plate over communications pull box in the north yard maintenance facility parking lot (FCN - 206)
CR - 421	Remove/Replace Concrete Driveway at Eastway Drive, Medical Center (FCN - 221)
CR - 417	36th Street Art Bench Foundation (CN - 33)
CR - 415	Additional Underdrain at 36th St. (FCN - 203)
CR - 413	Remove curb, correct grade issues, 36th St.(FCN - 202)
CR - 409	Revised AT & O Drainage and Access Road (DC - 81) (CN - 34)
FCN - 161	Wall A23 not built per plan, negative FCN
FCN - 211	Modification to Duke Lighting Conduits at 36th St.
FCN - 212	Remove/Replace Sidewalk & Water Meter Vault Covers at 36th St.
FCN - 216	Duke Distribution Conduits, move to new location, 36th St.
FCN - 218	Wall A30, RIAS chain link fence, Change from Temporary to Permanent Configuration
FCN - 224	Fill against the 36th St. NSRR bents, fill side

The Changes in Table 1 needed to be negotiated and processed in a timely manner to achieve the planned finish date in July 2019. Completion of the work in July prevents CATS from incurring additional project expenses if the work were to extend past July. Payment of this CO is the full and final payment for all costs, time, damages, and issues related to the FCNs and CRs listed in Table 1. The negotiation included the schedule and completion dates for the defined scope in Table 1. All project work included in this CO, except CR 421, FCN 211, and FCN 216, is to be completed by July 12, 2019. The work for CR 421 is to be completed by July 19, 2019 and FCN 211 and FCN 216 will be completed by July 28, 2019. These dates are dependent upon favorable weather conditions and flagmen that allow the work to take place. The scope of work included in this Change Order is not subject to liquidated damages.

Balfour Beatty Infrastructure, Inc./Blythe Development Joint venture (BBJV) submitted value for the included CRs was \$208,509.20. BBJV had not yet submitted cost proposals for the included FCNs. The FCNs were issued with a rough order of magnitude of \$27,013.00. HNTB completed either an independent cost estimate (ICE) or force account (FA) verification for the submitted CRs which total \$174,929.48. Based off the review of the information above, CATS offered BBJV \$226,750.00 for the included CRs and FCNs in Table 1. BBJV submitted a cost proposal for the FCNs in the amount of \$54,589.83. For the FCNs greater than \$10,000, FCN 211 and FCN 216, a detail price proposal was submitted by BBJV. These price proposals were reviewed and determined to be fair and reasonable. As a result, the BBJV submitted cost for all CRs and FCNs listed in Table 1 was now at \$263,099.03. In response to CATS' initial offer, BBJV counter offered \$254,099.03. Based on the accepted FCN values and remaining variance in the CRs, CATS counter offered \$240,000 as full and final payment for all costs, time, damages, and issues related to the CRs and FCNs listed in Table 1. These terms and the amount of \$240,000 were accepted by BBJV. Refer to Table-2 Cost Negotiations for a summary of the narrative provided above.

Table 2 – Cost Negotiations

	Contractor Submitted Value	Proposed Amount ICE or FA Verification	Contractor Submitted Value	Proposed Amount ICE or FA Verification	Final Negotiated Amount
CR	\$208,509.20	\$174,929.48	\$208,509.20	\$174,929.48	\$185,410.17
	FCN ROM Values	FCN ROM Values	Contractor Submitted Value	Accepted values	Final Negotiated Amount
FCN	\$27,013.00	\$27,013.00	\$54,589.83	\$54,589.83	\$54,589.83
Total	\$235,522.20	\$201,942.48	\$263,099.03	\$229,519.31	\$240,000.00
		CATS Offer	BBJV Counter Offer	CATS Counter Offer	
		\$226,750.00	\$254,099.03	\$240,000.00	

Finally, BBJV requested that CATS release \$250,000 in retention, to be processed as part of the next Pay Application. CATS determined this request was reasonable and will release \$250,000 in retention, provided that BBJV submits the required consent of surety documentation. Following the release of the aforementioned \$250,000 of retainage, there will be \$1,400,000 in retainage remaining.

Summary

This Change Order adds CR 409, 413, 415, 417, 421, 422, 423, 424, 425, 426, 427, 428, 431, 432 and FCN 161, 211, 212, 216, 218, 224 to the contract. All project work included in this CO, except CR 421, FCN 211, and FCN 216, is to be completed by July 12, 2019. The work for CR 421 is to be completed by July 19, 2019 and FCN 211 and FCN 216 will be completed by July 28, 2019. These dates are dependent upon favorable weather conditions and flagmen that allow the work to take place. The scope of work included in this Change Order is not subject to liquidated damages. The amount of this Change Order is \$240,000 and is the full and final payment for all costs, time, damages, and issues related to CR 409, 413, 415, 417, 421, 422, 423, 424, 425, 426, 427, 428, 431, 432 and FCN 161, 211, 212, 216, 218, 224. CATS will release \$250,000 in retainage on the next Pay Application, provided that BBJV submits the required consent of surety documentation.

LYNX BLE 02A Civil Contract - Segment A
Change Order 361 Record of Negotiation

Process	Subject	Contractor Submitted Value	Proposed Amount ICE or FA Verification	Contractor Submitted Value	Proposed Amount ICE or FA Verification
CR - 432	Move Rail Materials from AC&W Area (FCN - 204)	\$ 2,436.08	\$ 1,971.67	\$ 2,436.08	\$ 1,971.67
CR - 431	Remove Guardrail to Meet Railroad Clear Zone, Sta.53+60, Lt. NSRSB, (FCN - 220)	\$ 658.19	\$ 484.30	\$ 658.19	\$ 484.30
CR - 428	Remove/Dispose of tires along Cullman Ave. (FCN - 217)	\$ 927.08	\$ 857.12	\$ 927.08	\$ 857.12
CR - 427	Craighead Rd. Drainage Str. A14-32-OT, block temporary outlet permanently (FCN - 215)	\$ 1,104.34	\$ 976.90	\$ 1,104.34	\$ 976.90
CR - 426	Grading adjacent to AC&W track, Sta.12+50 to Sta.13+50, Rt. -ACWAR- (FCN - 214)	\$ 2,611.46	\$ 1,904.51	\$ 2,611.46	\$ 1,904.51
CR - 425	10 x 12 Box Culvert upstream, A4-1-EW, protection pedestrian access (FCN - 210)	\$ 1,242.29	\$ 1,104.84	\$ 1,242.29	\$ 1,104.84
CR - 424	Remove asphalt sidewalk/partial base removal adjacent to wall A28 (FCN - 209)	\$ 1,023.76	\$ 752.84	\$ 1,023.76	\$ 752.84
CR - 423	Install top on Drainage Structure A10-4X-OT Duke Access Rd. (FCN - 208)	\$ 1,668.16	\$ 1,263.27	\$ 1,668.16	\$ 1,263.27
CR - 422	Install temporary steel plate over communications pull box in the north yard maintenance facility parking lot (FCN - 206)	\$ 746.65	\$ 522.98	\$ 746.65	\$ 522.98
CR - 421	Remove/Replace Concrete Driveway at Eastway Drive, Medical Center (FCN - 221)	\$ 20,660.00	\$ 18,873.57	\$ 20,660.00	\$ 18,873.57
CR - 417	36th Street Art Bench Foundation (CN - 33)	\$ 3,786.68	\$ 3,509.41	\$ 3,786.68	\$ 3,509.41
CR - 415	Additional Underdrain at 36th St. (FCN - 203)	\$ 5,477.19	\$ 4,487.23	\$ 5,477.19	\$ 4,487.23
CR - 413	Remove curb, correct grade issues, 36th St.(FCN - 202)	\$ 3,455.14	\$ 2,697.02	\$ 3,455.14	\$ 2,697.02
CR - 409	Revised AT&O Drainage and Access Road (DC - 81) (CN - 34)	\$ 162,712.18	\$ 135,523.82	\$ 162,712.18	\$ 135,523.82
CR Submitted Costs		\$ 208,509.20	\$ 174,929.48	\$ 208,509.20	\$ 174,929.48

Process	Subject	FCN ROM Values (Not from Contractor)	FCN ROM Values	Contractor Submitted Value	Accepted values
FCN - 161	Wall A23 not built per plan, negative FCN	\$ (5,986.00)	\$ (5,986.00)	\$ -	
FCN - 211	Modification to Duke Lighting Conduits at 36th St.	\$ 6,000.00	\$ 6,000.00	\$ 11,689.45	\$ 11,689.45
FCN - 212	Remove/Replace Sidewalk & Water Meter Vault Covers at 36th St.	\$ 9,999.00	\$ 9,999.00	\$ 10,000.00	\$ 10,000.00
FCN - 216	Duke Distribution Conduits, move to new location, 36th St.	\$ 6,000.00	\$ 6,000.00	\$ 20,900.38	\$ 20,900.38
FCN - 218	Wall A30, RIAS chain link fence, Change from Temporary to Permanent Configuration	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
FCN - 224	Fill against the 36th St. NSRR bents, fill side	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
FCN Submitted Costs		\$ 27,013.00	\$ 27,013.00	\$ 54,589.83	\$ 54,589.83
Total		\$235,522.20	\$201,942.48	\$ 263,099.03	\$ 229,519.31

Table 2

	Contractor Submitted Value	Proposed Amount ICE or FA Verification	Contractor Submitted Value	Proposed Amount ICE or FA Verification	Final Negotiated Amount
CR	\$208,509.20	\$174,929.48	\$208,509.20	\$174,929.48	\$185,410.17
	FCN ROM Values	FCN ROM Values	Contractor Submitted Value	Accepted values	Final Negotiated Amount
FCN	\$27,013.00	\$27,013.00	\$54,589.83	\$54,589.83	\$54,589.83
Total	\$235,522.20	\$201,942.48	\$263,099.03	\$229,519.31	\$240,000.00
		CATS Offer	BBJV Counter Offer	CATS Counter Offer	
		\$226,750.00	\$254,099.03	\$240,000.00	

BBJV Counter Offer

Tiffany Morris

Subject: [EXT] FW: CATS A Discussions and Close Out
Attachments: Change Request Close Out Offer 6-21-19.pdf

From: Sommer, Josh [<mailto:jsommer@Balfourbeattyus.com>]
Sent: Wednesday, June 26, 2019 1:42 PM
To: Nichols, Jenna <Jenna.Nichols@ci.charlotte.nc.us>
Cc: Brim, Jill <jmbrim@ci.charlotte.nc.us>; Nixon, Keith <knixon@Balfourbeattyus.com>
Subject: [EXT] FW: CATS A Discussions and Close Out

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Jenna,

As discussed I have attached the spreadsheet that shows how we arrived at our number of \$254K. As discussed when we met at Jill's office the valuations on the FCNs were an estimate and we needed to do some legwork. We did run to ground the actual pricing which was previously provided and is now populated in the lower table. Some items that are not included in the table are the fact that the fencing sub and BBH will both require support from BB&B forces for demo and restoration. This includes removing fence already installed at A30 for the entire length of MSE Wall A30 (between train traffic) and the fence that was just recently installed north of MSE wall A30. Also, there is demo and restoration for the BBH work at 36th Street where it crosses under sidewalk, driveways, and curb.

To elaborate on our request for a FCN to cover the TGS punch list work I offer the following:

- TGS is asking us to fill rills in on the west side of their track. We've been paid through FCN's at least 2 times previously for this issue and it is maintenance not punch list related.
- We are going to have to haul excess material off of the NS alignment and incorporate it into the stockpile under the CSX bridge because we were instructed to incorporate that excess embankment into the alignment as best we could rather than get a waste agreement with NCR. We have excess embankment as a result of the undercuts and additional borrow that we were instructed to bring onsite and it is not an issue of our creation. I also have some question about what TGS will actually accept. It should be 2-3 days of work tops, but with TGS you never know.

Please let me know if you want to discuss these items further. We have some forward momentum with our subs based upon discussion of releasing retainage, but we need to act fast.

Thanks,
Josh

Joshua N. Sommer, P.E.

Project Manager | Balfour Beatty | Balfour Beatty Infrastructure, Inc. and Blythe Development Joint Venture | CATS Civil
– 2A

M: +1 614 679 7988 | E: jsommer@balfourbeattyus.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#) | www.balfourbeattyus.com

From: Sommer, Josh
Sent: Monday, June 24, 2019 6:28 PM
To: Brim, Jill <jmbrim@ci.charlotte.nc.us>
Cc: Nichols, Jenna <Jenna.Nichols@ci.charlotte.nc.us>; Nixon, Keith <knixon@balfourbeattyus.com>
Subject: CATS A Discussions and Close Out

Jill,

Keith is on vacation today, but we've been able to run some things to ground and I wanted to follow up with you today as promised...

FCN 218 – Wall A30 Fence

- With regard to the fence at MSE Wall A30 we have about a 1-2 week lead time on materials but Town & Country will order the materials ASAP and will divert crews from other sites in exchange for retainage release and payment for the additional 121LF of 6' fence under the contract line item in the next pay application.
- Please confirm that BB&B will be permitted to remove the temporary fence currently in place during the day between trains and that a flagman will be provided by CATS (if necessary) as soon as possible to support the operation and allow us to complete work by 7/12/19.

FCN 211 and 216 – BBH work on 36th St.

- We spoke with BBH and we have agreed to supplement their forces as needed to cover the scope gaps in their pricing. They are heavily committed on other projects, but they agreed to move us to the top of the list in exchange for an agreement that their retainage is released and paid out after they complete the scope of FCN 211 and FCN 216. They have about 8 days of work in those FCNs and would target a mid-July completion.

NS/TGS Punch List

- The scope of FCN 224 is well defined and relatively limited. We can't say as much about the remaining items on the punch list provided by TGS. We ask that a FCN be issued for those items (additional grading/rill repair/re-stabilization/etc.) along the NS alignment to remove excess embankment and stockpile it under the CSX Bridge.

Your acceptance of the blue book rates for the outstanding CRs referenced in your previous email provides a total of \$208,509.20 and the remaining FCN's currently issued have a total value of \$45,589.83 so we are looking for \$254,099.03.

Keith – I think I've hit on everything we discussed, but please chime in if I misspoke.

Thanks,
Josh

Joshua N. Sommer, P.E.

Project Manager | Balfour Beatty | Balfour Beatty Infrastructure, Inc. and Blythe Development Joint Venture | CATS Civil – 2A

M: +1 614 679 7988 | E: jsommer@balfourbeattyus.com

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From: Nixon, Keith
Sent: Friday, June 21, 2019 4:24 PM
To: Brim, Jill <jmbrim@ci.charlotte.nc.us>
Cc: Sommer, Josh <jsommer@Balfourbeattyus.com>; jenna.nichols@ci.charlotte.nc.us
Subject: CATS A Discussions and Close Out

Jill,

Thank you for your offer, we have been running some issues to ground today and are not quite there.

Specifically –

BB&H have not made any commitment on schedule, and we are reviewing their prices, and exclusions in particular. We received these prices earlier today (which I have already forwarded)
Retention held on subcontractors – detailed on the attached, the potential release of BB&H retention in particular will in our judgement prove instrumental
Schedule – we are doing more analysis on what can be done by when by our own resources

With respect to your offer –

We cannot move on the blue book equipment calculation
We are talking about change order work – the offer does not make us whole and we are relying on subcontractors that will require payment guarantees

In short we are not in a position to make a counter offer right now without further work. We will complete our homework and will contact you Monday.

Keith Nixon | Balfour Beatty Infrastructure, Inc.

Operations Manager Special Projects | Balfour Beatty | Balfour Beatty Infrastructure, Inc. | South East Region

T: 910-452-1145 | M: 910-231-4636 | E: knixon@balfourbeattyus.com

430 Eastwood Road, Wilmington, NC 28403

www.balfourbeatty.com |  [LinkedIn](#)

Process	Subject	Submitted Value
CR - 432	Move Rail Materials from AC&W Area (FCN - 204)	\$2,436.08
CR - 431	Remove Guardrail to Meet Railroad Clear Zone, Sta.53+60, Lt. NSRSB, (FCN - 220)	\$658.19
CR - 428	Remove/Dispose of tires along Cullman Ave. (FCN - 217)	\$927.08
CR - 427	Craighead Rd. Drainage Str. A14-32-OT, block temporary outlet permanently (FCN - 215)	\$1,104.34
CR - 426	Grading adjacent to AC&W track, Sta.12+50 to Sta.13+50, Rt. -ACWAR- (FCN - 214)	\$2,611.46
CR - 425	10 x 12 Box Culvert upstream, A4-1-EW, protection pedestrian access (FCN - 210)	\$1,242.29
CR - 424	Remove asphalt sidewalk/partial base removal adjacent to wall A28 (FCN - 209)	\$1,023.76
CR - 423	Install top on Drainage Structure A10-4X-OT Duke Access Rd. (FCN - 208)	\$1,668.16
CR - 422	Install temporary steel plate over communications pull box in the north yard maintenance facility parking lot (FCN - 206)	\$746.65
CR - 421	Remove/Replace Concrete Driveway at Eastway Drive, Medical Center (FCN - 221)	\$20,660.00
CR - 417	36th Street Art Bench Foundation (CN - 33)	\$3,786.68
CR - 415	Additional Underdrain at 36th St. (FCN - 203)	\$5,477.19
CR - 413	Remove curb, correct grade issues, 36th St.(FCN - 202)	\$3,455.14
CR - 409	Revised AT&O Drainage and Access Road (DC - 81) (CN - 34)	\$162,712.18
		\$208,509.20

Process	Subject	Submitted Value
FCN - 161	Wall A23 not built per plan, negative FCN	\$0.00
FCN - 211	Modification to Duke Lighting Conduits at 36th St.	\$11,689.45
FCN - 212	Remove/Replace Sidewalk & Water Meter Vault Covers at 36th St.	\$10,000.00
FCN - 216	Duke Distribution Conduits, move to new location, 36th St.	\$20,900.38
FCN - 218	Wall A30, RIAS chain link fence, Change from Temporary to Permanent Configuration	
FCN - 224	Fill against the 36th St. NSRR bents, fill side	\$3,000.00

BB&B Cost to Perform Work \$254,099.03

CATS Offer \$226,750.00

SUBCONTRACTOR CHANGE REQUEST SUMMARY

LYNX BLE Segment A
 CONTRACTOR: Brooks-Berry-Haynie & Associates, Inc.
 DESCRIPTION: FCN No. 211
 COR NO: 15028-400-034

DATE: 6/21/19

	QTY	UNIT	UNIT PRICE	TOTAL
MATERIAL COST				
Material	1	Ls	\$1,074.01	\$1,074.01
Freight	1	Ls	\$0.00	\$0.00
Taxes @ 0.00%				\$0.00
Material Markup @ 15%				\$161.10
TOTAL MATERIAL COST				\$1,235.11
EQUIPMENT COSTS				
Subcontractor	1	Ls	\$0.00	\$0.00
Equipment Costs	1	Ls	\$3,106.00	\$3,106.00
Equipment Markup @ 10%				\$310.60
TOTAL SUBCONTRACTOR & EQUIPMENT COSTS				\$3,416.60
LABOR COSTS				
Tradesman	86.05	Mhrs	\$30.00	\$2,581.50
Foreman	17.21	Mhrs	\$33.00	\$567.93
Lead Foreman	0.00	Mhrs	\$34.50	\$0.00
General Foreman	0.00	Mhrs	\$36.00	\$0.00
SUBTOTAL LABOR COSTS				\$3,149.43
Labor Burden @ 48%				\$1,511.73
SUBTOTAL LABOR & BURDEN				\$4,661.16
Labor Markup @ 10%				\$466.12
TOTAL LABOR				\$5,127.27
DIRECT SUPPORT COSTS				
Additional Project Management	0.00	Mhrs	\$85.00	\$0.00
Additional Project Engineering	0.00	Mhrs	\$46.00	\$0.00
Estimate	0.00	Mhrs		\$0.00
CPM Analysis	0.00	Mhrs		\$0.00
Drawings	0.00	Sets	\$50.00	\$0.00
Cleanup	0.00	Mhrs	\$20.00	\$0.00
Expendable Tools	3%	Labor		\$0.00
TOTAL SUPPORT COSTS				\$0.00
TOTAL MATERIAL/EQUIPMENT/LABOR/SUPPORTS COSTS				\$9,778.98
WARRANTY	0%			\$0.00
BOND	1%			\$97.79
TOTAL CHANGE ORDER VALUE				\$9,876.77

SUBCONTRACTOR CHANGE REQUEST SUMMARY

LYNX BLE Segment A
 CONTRACTOR: Brooks-Berry-Haynie & Associates, Inc.
 DESCRIPTION: FCN No. 216
 COR NO: 15028-400-034

DATE: 6/21/19

	QTY	UNIT	UNIT PRICE	TOTAL
MATERIAL COST				
Material	1	Ls	\$2,933.40	\$2,933.40
Freight	1	Ls	\$0.00	\$0.00
Taxes @ 0.00%				\$0.00
Material Markup @ 15%				\$440.01
TOTAL MATERIAL COST				\$3,373.41
EQUIPMENT COSTS				
Subcontractor	1	Ls	\$0.00	\$0.00
Equipment Costs	1	Ls	\$4,920.25	\$4,920.25
Equipment Markup @ 10%				\$492.03
TOTAL SUBCONTRACTOR & EQUIPMENT COSTS				\$5,412.28
LABOR COSTS				
Tradesman	175.40	Mhrs	\$30.00	\$5,261.85
Foreman	35.08	Mhrs	\$33.00	\$1,157.61
Lead Foreman	0.00	Mhrs	\$34.50	\$0.00
General Foreman	0.00	Mhrs	\$36.00	\$0.00
SUBTOTAL LABOR COSTS				\$6,419.46
Labor Burden @ 48%				\$3,081.34
SUBTOTAL LABOR & BURDEN				\$9,500.80
Labor Markup @ 10%				\$950.08
TOTAL LABOR				\$10,450.88
DIRECT SUPPORT COSTS				
Additional Project Management	0.00	Mhrs	\$85.00	\$0.00
Additional Project Engineering	0.00	Mhrs	\$46.00	\$0.00
Estimate	0.00	Mhrs		\$0.00
CPM Analysis	0.00	Mhrs		\$0.00
Drawings	0.00	Sets	\$50.00	\$0.00
Cleanup	0.00	Mhrs	\$20.00	\$0.00
Expendable Tools	3%	Labor		\$0.00
TOTAL SUPPORT COSTS				\$0.00
TOTAL MATERIAL/EQUIPMENT/LABOR/SUPPORTS COSTS				\$19,236.56
WARRANTY	0%			\$0.00
BOND	1%			\$192.37
TOTAL CHANGE ORDER VALUE				\$19,428.93

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:24 PM
To: Green, Krystal; Lewis Jr., John M.
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk



Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202
P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Lyles, Viola
Sent: Thursday, July 11, 2019 3:01 PM
To: Lewis Jr., John M.; Kelly, Brent
Subject: FW: [EXT] Media Request

John and Brent,

I'm sure I am not the only one to get this request. What is your response to the query?

Y 1#
Vi Alexander Lyles, Mayor
City of Charlotte

vlyles@charlottenc.gov
704.336.2241

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 2:13 PM
To: Lyles, Viola <vlyles@ci.charlotte.nc.us>
Subject: [EXT] Media Request

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Good Afternoon Mayor Lyles,

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



WCNC-TV  **WCNC.com**
Looking Out For You.

From: Green, Krystal
Sent: Monday, July 15, 2019 11:52 AM
To: Kinard, Olaf; Poole, Ajonelle; Lewis Jr., John M.
Subject: FW: [EXT] Public Records Request

See below.

From: Clampitt, Brittany
Sent: Monday, July 15, 2019 11:32 AM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>; Elkins, Susan <selkins@ci.charlotte.nc.us>; Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>
Cc: Flotree, Cheyenne <Cheyenne.Flotree@ci.charlotte.nc.us>
Subject: FW: [EXT] Public Records Request

Hi all,

See below for a records request from Nate Morabito at WCNC. It will require that we pull our own emails as well as coordinate within our respective departments.

CCM team, put your emails in this file on the G drive: [G:\2019 Project Management Tracking\2019 Media Relations \(General\)\Public Records Requests\071519 - 2576 - Nate Morabito, WCNC, HNTB Communications](G:\2019 Project Management Tracking\2019 Media Relations (General)\Public Records Requests\071519 - 2576 - Nate Morabito, WCNC, HNTB Communications)

Krystal and Susan, if you would send me a link to a public folder where you put records for your departments, I will combine with CCM records.

Let me know if you have questions,

Britt

From: Morabito, Nate [<mailto:NMorabito@wnc.com>]
Sent: Monday, July 15, 2019 9:50 AM
To: Charlotte Communications & Marketing <charlottecommunicationsmarketing@charlottenc.gov>
Subject: [EXT] Public Records Request

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Good Morning,

Can you please provide electronic copies of all emails sent to and/or from city council members, the city manager's office, CATS CEO's office, communications and CATS communications employees with the words "HNTB" "NBC Charlotte" "WCNC" and/or "Morabito" from Thursday, July 11 through today, July 15 at 10:00 am excluding any emails sent from my email address to any of these parties?

Please let me know if you have any questions.

Thank You,
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Kelly, Brent
Sent: Thursday, July 11, 2019 9:06 PM
To: Lewis Jr., John M.
Subject: Fwd: MEDIA INQUIRY: Blue Line Extension Contract Amendment

Thanks
For the help, the below went to all council members.
bk

Sent from my iPhone

Begin forwarded message:

From: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>
Date: July 11, 2019 at 6:10:12 PM EDT
To: "Lyles, Viola"
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](https://www.charlotte-nc.gov/600-E-Fourth-Street-Suite-200-Charlotte-NC-28202)
Office: 704-336-5863 Mobile: 980-254-3299

From: Lewis Jr., John M.
Sent: Thursday, July 11, 2019 4:18 PM
To: Lyles, Viola
Cc: Kelly, Brent
Subject: Re: [EXT] Media Request

I will get with Brent and provide a response.

Sent from my iPhone

On Jul 11, 2019, at 3:00 PM, Lyles, Viola <vylyes@ci.charlotte.nc.us> wrote:

John and Brent,

I'm sure I am not the only one to get this request. What is your response to the query?

Y 1

Vi Alexander Lyles, Mayor
City of Charlotte

vylyes@charlottenc.gov
704.336.2241

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Sent: Thursday, July 11, 2019 2:13 PM
To: Lyles, Viola <vylyes@ci.charlotte.nc.us>
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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup pervious overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yorusef.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito

<image001.jpg>

From: Holm, Christian
Sent: Thursday, July 11, 2019 5:29 PM
To: Kelly, Brent; Green, Krystel; Lewis Jr., John M.
Cc: Brown, Kenneth
Subject: RE: Draft Response to HTNB

Couple of light edits:

Several of you received similar emails from WCNC (Nate Morabito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The RCA was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received).

Original email:

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My cell is (980) 308-7116.

Thanks so much!

Nate

bk



Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202



From: Kelly, Brent

Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

Subject: Draft Response to HTNB

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Thanks so much!

Nate

bk



Brent J Kelly
Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Google Alerts <googlealerts-noreply@google.com>
Sent: Saturday, July 13, 2019 2:30 AM
To: kmgreencoc@gmail.com
Subject: [EXT] Google Alert - Charlotte Area Transit System

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Charlotte Area Transit System

As-it-happens update · July 13, 2019

NEWS

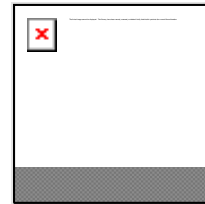
Major intersection in Elizabeth neighborhood to close for weeks

WSOC Charlotte

CHARLOTTE, N.C. - The **Charlotte Area Transit System** has plans to close a major intersection in the Elizabeth neighborhood Monday. The closure ...



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Ten transit agencies to benefit from Operation Lifesaver grants

MassTransitMag.com (press release) (blog)

Rail transit safety campaigns at 10 transit agencies received a funding ... **Charlotte Area Transit System** (CATS), Charlotte, N.C., which will launch a ...



Flag as irrelevant

Same company that overbilled city gets more money from Charlotte City Council without question

WCNC.com

Earlier this year, a city audit found Charlotte taxpayers overpaid HNTB by at ... **Charlotte Area Transit System** declined our request for an on-camera ...

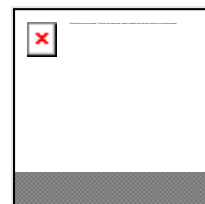


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Futuristic transit system of high-speed pods gets a closer look in the Triangle

Charlotte Observer

The development of a hyperloop **system** in **North Carolina** remains theoretical; the company doesn't expect to have federal approval to build one in the ...






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From: Results@tveyes-alerts.com
Sent: Friday, July 12, 2019 5:09 PM
To: Green, Krystel
Subject: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

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Media Alert - Blue Line Extension - WCNC-CLT (NBC)

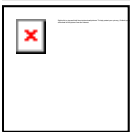


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[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 5:00
7/12/2019 5:08:08 PM

millions of dollars more. >> it's our defenders latest discovery related to the company htnb that manages the city's blue line extension project. >> even more eye opening, the city council rubber stamped the additional money this week without asking a single question. >> nathan morabito is live at 5:00 for us, pressing council members for answers. nathan, what do they say about this?



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From: Results@tveyes-alerts.com
Sent: Saturday, July 13, 2019 6:07 AM
To: Green, Krystel
Subject: [EXT] Media Alert - Blue Line Extension - WCNC-CLT (NBC)

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Media Alert - Blue Line Extension - WCNC-CLT (NBC)

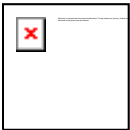


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[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:06:53 AM

investigation. city auditors questioned millions of dollars in unnecessary payments to a company managing the blue line extension. city council gave that same company millions more dollars. we have learned half of those councilmembers previously received campaign contributions from hntb, the company in question. there is a widespread audit of all city contracts with that company.



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From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:01 AM
To: Green, Krystal
Subject: [EXT] Media Alert - CityLYNX Gold Line

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Media Alert - CityLYNX Gold Line



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[Gold Line on Fox 46 Carolinas - Charlotte, NC](#)

Fox 46 News 10pm

7/14/2019 10:17:34 PM

crews will install a track in an effort to complete phase two of the gold line. after the intersection opens in August will be working on the Hawthorne Lane bridge. New video shows eight hundred acre brush fire



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/14/2019 11:38:06 PM

closed -- for about a month. crews will lay tracks -- for the gold line extension. and detours will be set up in the area. it's hot outside... ..but that's no reason not



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

Spectrum News

7/15/2019 12:38:16 AM

closed -- for about a month. crews will lay tracks -- for the gold line extension. and detours will be set up in the area. it's hot outside... ..but that's no reason not



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

Spectrum News

7/15/2019 1:38:16 AM

closed -- for about a month. crews will lay tracks -- for the gold line extension. and detours will be set up in the area. it's hot outside... ..but that's no reason not



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

Spectrum News

7/15/2019 2:38:18 AM

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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

Spectrum News

7/15/2019 3:38:16 AM

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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 4:38:08 AM

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[Gold Line on WSOC-CLT \(ABC\) - Charlotte, NC](#)

Eyewitness News Daybreak 5:00A

7/15/2019 5:02:35 AM

august 12th. that's so here.crews are installing somtracks, andhis is part ofe gold line c. the crews doing this work now because t waitingon another pha of the pro earlier this year told you that antractor working for



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[Gold Line on WCCB - Charlotte, NC](#)

WCCB News Rising 5AM

7/15/2019 5:34:14 AM

hawtho street will close so crews can start layn train tracks as part gold line project. this isf the\$150 millionr ext project that's sparked some ntroversy. the intersection will close at this morning and reopen until august12th.



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 6:23:32 AM

street and hawth that will be closed because they are laying tracks for the gold line extension. something to keep in mind. you will know how to reroute your self.



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[Gold Line on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/15/2019 6:31:49 AM

seven street at hawthorne, closed for 28 crews put down phase 2 of the gold line extension, take the tour randolph as your alternate route, for drive times, raquel is 77-45, over 10 minutes,



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 6:40:27 AM

the intersection of seventh street in hawthorne lane close because that gold line extension project they are laying down the tracks on that. don't worry, there will be detail signs tell you where to



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 6:53:37 AM

it is at hawthorne lane at seventh street. because that gold line extension project is going on. they are laying down the tracks there. something to look out for, there



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[Gold Line on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/15/2019 6:55:52 AM

hawthorne will be closed for a mile as crews do track work for the gold line extension, take randolph as an alternate route, the starts today. 77 i type a lot, picking up a little bit, expecting to pick



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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:02:32 AM

telling you about, is hawthorn lane and 7th street closure because of the gold line extension project. they're laying down the tracks here. they'll have detour signs.



[Play](#)

[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:11:02 AM

project. they're actually laying down the tracks for that gold line extension. there will be detour signs so don't worry. want to give you a heads up.



[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:24:30 AM

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the crash is hopper lane lane intersection closed to the due gold line extension project. laying down the tracks there. keep that in mind. there will be detour signs. much more traffic in about 10



[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:32:39 AM

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street. the intersection there. this is part of the gold line extension project. they're laying down the tracks there. so they're closing that



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From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:03 AM
To: Green, Krystal
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Media Alert - CityLYNX Gold Line



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crews will install a track in an effort to complete phase two of the gold line. after the intersection opens in august will be work on the hawthorne lane bridge new video shows eight hundred acre brush fire



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Spectrum News

7/15/2019 12:38:16 AM

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Spectrum News

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Spectrum News

7/15/2019 2:38:18 AM

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Spectrum News

7/15/2019 3:38:16 AM

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[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 6:53:37 AM

it is at hawthorne lane at seventh street. because that gold line extension project is going on. they are laying down the tracks there. something to look out for, there



[Play](#)

[Gold Line on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/15/2019 6:55:52 AM

hawthorne will be closed for a mile as crews do track work for the gold line extension, take randolph as an alternate route, the starts today. 77 i type a lot, picking up a little bit, expecting to pick

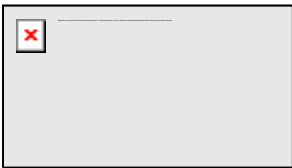


[Play](#)

[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:02:32 AM

telling you about, is hawthorn lane and 7th street closure because of the gold line extension project. they're laying down the tracks here. they'll have detour signs.



[Play](#)

[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:11:02 AM

project. they're actually laying down the tracks for that gold line extension. there will be detour signs so don't worry. want to give you a heads up.



[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:24:30 AM

[Play](#)

the crash is hopper lane lane intersection closed to the due gold line extension project. laying down the tracks there. keep that in mind. there will be detour signs. much more traffic in about 10



[Gold Line on Spectrum News North Carolina - Charlotte, NC](#)

7/15/2019 7:32:39 AM

[Play](#)

street. the intersection there. this is part of the gold line extension project. they're laying down the tracks there. so they're closing that



Customer Success

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customersuccess@tveyes.com

Your Sales Representative

Michael Schmitt
[+1 203-254-3600 x227](tel:+12032543600x227) mschmitt@tveyes.com



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From: Results@tveyes-alerts.com
Sent: Saturday, July 13, 2019 8:02 AM
To: Green, Krystal
Subject: [EXT] Media Alert - LYNX Blue Line Extension

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Media Alert - LYNX Blue Line Extension



[Play](#)

[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 5:00
7/12/2019 5:08:08 PM

discovery related to the company htnb that manages the city's blue line extension project. >> even more eye opening, the city council rubber stamped the additional money this week



[Play](#)

[Blue Line Extension on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:06:53 AM

unnecessary payments to a company managing the blue line extension. just this week, the charlotte city council gave that same company millions more dollars. we have learned half of those



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From: Results@tveyes-alerts.com
Sent: Monday, July 15, 2019 8:05 AM
To: Green, Krystal
Subject: [EXT] Media Alert - LYNX

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Media Alert - LYNX



[Play](#)

[Lynx on WCNC-CLT \(NBC\) - Charlotte, NC](#)

New Amsterdam

7/14/2019 10:45:57 PM

and helps you fix them. what's in your wallet? your cat an a lynx share the spirit of the wild. and a love for meat. that's why there's blue wilderness.



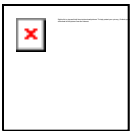
[Play](#)

[Lynx on WCNC-CLT \(NBC\) - Charlotte, NC](#)

Today

7/15/2019 7:54:34 AM

to quit smoking, call 1-800-quit-now. your cat an a lynx share the spirit of the wild. and a love for meat. that's why there's blue wilderness.



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From: Results@tveyes-alerts.com
Sent: Sunday, July 14, 2019 8:14 AM
To: Green, Krystal
Subject: [EXT] Media Alert - Pineville Ballantyne

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Media Alert - Pineville Ballantyne



[Play](#)

[Pineville +Ballantyne on Fox 46 Carolinas - Charlotte, NC](#)

Fox 46 News at 6pm
7/13/2019 6:00:24 PM

sent usvideo it shows a dan condition in ballantyne at that the rising right aloarvinroad in johnstonand take a look at this for in pineville in the lastinety minutes you can see the wind wasipping the trees of the heavy rain came down.



[Play](#)

[Pineville +Ballantyne on WCNC-CLT \(NBC\) - Charlotte, NC](#)

NBC Charlotte @ 6:00
7/13/2019 6:02:34 PM

lake wiley over to pineville and even back towards ballantyne and weddington as well. this rain as you are about to head out the door, maybe you are taking 77, just ad heading



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From: Hillary DeLong <hrdelong@HNTB.com>
Sent: Friday, July 12, 2019 2:29 PM
To: Green, Krystel
Subject: [EXT] Observer article

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<https://www.charlotteobserver.com/news/local/traffic/article232076152.html>

See bottom portion. You probably already have this.

Hillary Ryan DeLong
Public Involvement Manager
Cell (704) 214-8753

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This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal
Subject: [EXT] Re: Tonight's Story

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

On Jul 12, 2019, at 4:16 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Charlotte Communications & Marketing
Sent: Monday, July 15, 2019 9:20 AM
To: _Charlotte Communications; Adams, Tina; Alcorn, Alexandra; City Manager's Executive Team; Communications Roundtable; Davidson, Tom; Freeman, Philip; Kelly, Stephanie; City Learning; McNeely, Erin; Office of Constituent Services; Root, Hope; Senior Leadership Team; SW Leadership Team
Subject: Charlotte's Daily Buzz



Monday, July 15, 2019

Neighborhood Development

[City of Charlotte hosts 100+ residents during Neighborhood Board Retreat](#)

Transportation and Planning

[City council to vote on projects stretching from Dilworth to University City](#)

[Busy Elizabeth intersection to shut down for trolley line construction](#)

[Spin and Passport partner to build optimal e-scooter deployment strategies](#)

[Swimmers urged to avoid popular north Mecklenburg cove due to high bacteria levels](#)

[I-77 toll lanes have cut rush-hour travel times, operator says. Not everybody's happy.](#)

Well-Managed Government

[Jones announces new exec team for City of Charlotte](#)

Economic Development

['It's very bittersweet' | Miracle on the Hudson passengers reflect before Aviation Museum closes](#)

Across the City

[Introducing Charlotte Inno, an increased focus on local startups and innovation](#)

Community Safety

[Mecklenburg County DA speaks out about spike in crime, challenges in court system](#)

[Charlotte police are investigating shooting that left two dead, one seriously injured](#)

[3 people, including teen, found stabbed inside northwest Charlotte home](#)

[Police: Speeding, drug use factors in deadly west Charlotte crash](#)

['Concern' In Charlotte Amid Reported Plans For ICE Raids In Major Cities](#)

[Police: Woman arrested 9 times being sought, 'continues to break the law'](#)

[Amtrak train collides with tow truck hauling car off tracks in University City](#)

[Lightning causes 3 house fires south of Charlotte, officials say](#)

[Dozens of people sickened at Charlotte business park for 2nd day in row](#)

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:08 PM
To: Kinard, Olaf; Poole, Ajonelle
Subject: FW: [EXT] Media Request

FYI

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 3:04 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: FW: [EXT] Media Request

From: Morabito, Nate [<mailto:NMorabito@wcnc.com>]
Sent: Thursday, July 11, 2019 2:19 PM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: [EXT] Media Request

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Britt,

Since Jeremy is off this week, I just wanted to let you know I just emailed all members of council about Monday's consent agenda vote regarding HNTB, requesting comment from each member. This is ahead of a story we expect will run tomorrow at 6 pm.

Here is the basic email I sent with some variation for those council members who previously received campaign contributions from HNTB:

Good Afternoon,

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Please let me know if any of the council members, mayor, etc want to address this.

Thanks!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>
Instagram: nateinvestigates
Twitter: NateMorabito



From: Green, Krystal
Sent: Thursday, July 11, 2019 3:10 PM
To: Brown, Kenneth
Cc: Kinard, Olaf; Poole, Ajonelle
Subject: FW: [EXT] Re: Media Request

-----Original Message-----

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:09 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Hi Nate,

CATS is currently evaluating possible cost recovery related to the audit findings.

Thanks,
Krystal Green
Public & Community Relations Manager
Charlotte Area Transit System
www.ridetransit.org
(704) 432-0496 Office
(980) 297-3994 Cell
(980) 722-0311 Media Line

-----Original Message-----

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 9:47 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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Great. Thank you

-----Original Message-----

From: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wcnc.com>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>

Subject: RE: [EXT] Re: Media Request

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Krystal Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

From: Morabito, Nate [mailto:NMorabito@wcnc.com]

Sent: Thursday, July 11, 2019 9:27 AM

To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

Subject: RE: [EXT] Re: Media Request

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Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

> On Jul 9, 2019, at 10:17 AM, Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us> wrote:

>
> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>
>
> Nate, videos are archived on our Facebook page. You can watch there.

>
> -----Original Message-----

> From: Morabito, Nate [mailto:NMorabito@wcnc.com]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

>
> EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

>
>
> Thanks for the response. Enjoy your time off! Let me know when you know more Britt.

>
> Thanks,
> Nate

>
> Sent from my iPhone

>
>> On Jul 9, 2019, at 10:14 AM, Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us> wrote:
>>

>> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>>

>>

>> Hey Nate,

>> I am out this week... so cc'ing Britt on this.

>>

>> Jeremy

>>

>>

>>

>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wcnc.com> wrote:

>>>

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>>>

>>>

>>> Jeremy,

>>>

>>> Good morning. Hope you are well! I saw in the consent agenda yesterday that the council was set to approve a contract for HNTB for more Blue Line Extension work. I didn't see the video posted from last night's meeting yet. Do you know if it was pulled out of the agenda and discussed before a vote or wrapped in with the full consent agenda approval?

>>>

>>> Thanks!

>>> Nate

>>>

>>> Sent from my iPhone

From: Green, Krystal
Sent: Friday, July 12, 2019 4:31 PM
To: Darby, Marie; Johnson, Billie; Moskowitz, David
Subject: FW: [EXT] Re: Tonight's Story

fyi

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

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Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

On Jul 12, 2019, at 4:16 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

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Hi Nate,

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As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Green, Krystal
Sent: Friday, July 12, 2019 4:31 PM
To: Brown, Kenneth; Clampitt, Brittany
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: [EXT] Re: Tonight's Story

FYI

From: Green, Krystal
Sent: Friday, July 12, 2019 4:30 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Subject: RE: [EXT] Re: Tonight's Story

Thanks for the heads up. Please follow the safety rules below.

- No tripods can be used on station platforms. None can be used inside the vehicle.
- Do not raise/extend anything such as a light, reflector, etc. over your head while on any station platform. This action could create an arc from the overhead catenary and cause serious injury.
- Do not use reflectors/flashes/lights as trains enter/exit the station.
- Do not impede anyone getting on/off the vehicle.
- Valid fare is required to ride. Download the [CATS Pass](#) mobile app for an easy way to pay.
- Always film from the trailing (back) train/car.
- Always hold on while train is moving. Be prepared for sudden stops and train movement.
- Do not speak to/film the operator while they are operating the vehicle.
- If a passenger does not want to be filmed/interviewed, honor that.
- You are responsible for any model releases.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

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Sent from my iPhone

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Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

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(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:33 PM
To: Brim, Jill; Goforth, Kelly
Cc: Poole, Ajonelle
Subject: Fw: HNTB additional work ...

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:32 PM
To: Kelly, Brent
Cc: Kinard, Olaf
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:28:34 PM
To: Green, Krystal
Subject: HNTB additional work ...

Krystal,

I'm sorry. I read this to my wife and asked her if she knew what the work was for -- she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
- 2) last phase of the product
- 3) HNTB is the lead contractor & will oversee the work of Balfour.

4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CATs person because they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Green, Krystal
Sent: Friday, July 12, 2019 4:17 PM
To: Clampitt, Brittany; Brown, Kenneth
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: Tonight's Story

From: Green, Krystal
Sent: Friday, July 12, 2019 4:16 PM
To: 'NMorabito@wcnc.com' <NMorabito@wcnc.com>
Subject: Tonight's Story

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As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager
Charlotte Area Transit System

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(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Green, Krystal
Sent: Thursday, July 11, 2019 5:28 PM
To: Kinard, Olaf
Subject: Fwd: Draft Response

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:19:56 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Cc: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>, "Holm, Christian" <Christian.Holm@ci.charlotte.nc.us>
Subject: Draft Response

Background:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yorusef.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk



Brent J Kelly

Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Green, Krystal
Sent: Thursday, July 11, 2019 5:28 PM
To: Kinard, Olaf
Subject: Fwd: Draft Response to HTNB

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:24:04 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>, "Lewis Jr., John M." <John.Lewis@ci.charlotte.nc.us>
Cc: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>, "Holm, Christian" <Christian.Holm@ci.charlotte.nc.us>
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

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From: Green, Krystal
Sent: Thursday, July 11, 2019 5:35 PM
To: Kelly, Brent
Cc: Brown, Kenneth; Holm, Christian; Clampitt, Brittany
Subject: Fwd: Draft Response to HTNB

Sent from my iPhone

Begin forwarded message:

From: "Kinard, Olaf" <kkinard@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:33:43 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: Re: Draft Response to HTNB

- CATS has contractual language to recover and CATS is evaluating those cost recovery options related to the audit findings.

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 11, 2019, at 5:28 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

Sent from my iPhone

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Nate

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<image001.jpg>

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Visit CLT250.com to learn more

From: Green, Krystal
Sent: Friday, July 12, 2019 8:33 PM
To: Kinard, Olaf
Subject: Fwd: HNTB additional work ...

I will work on this tomorrow. Will send to you beforehand

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 12, 2019 at 8:28:34 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: HNTB additional work ...

Krystal,

I'm sorry. I read this to my wife and asked her if she knew what the work was for - - she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
 - 2) last phase of the product
 - 3) HNTB is the lead contractor & will oversee the work of Balfour.
 - 4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
- Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CAT's person bc they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In

addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:29 PM
To: Green, Krystal
Subject: HNTB additional work ...

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Brent

Monday response:

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Sent from my iPhone

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:09 PM
To: 'Morabito, Nate'
Cc: Clampitt, Brittany
Subject: RE: [EXT] Re: Media Request

Hi Nate,

CATS is currently evaluating possible cost recovery related to the audit findings.

Thanks,
Krystal Green
Public & Community Relations Manager
Charlotte Area Transit System
www.ridetransit.org
(704) 432-0496 Office
(980) 297-3994 Cell
(980) 722-0311 Media Line

-----Original Message-----

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 9:47 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Great. Thank you

-----Original Message-----

From: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wcnc.com>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Krystal Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

From: Morabito, Nate [mailto:NMorabito@wcnc.com]

Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

> On Jul 9, 2019, at 10:17 AM, Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us> wrote:

>
> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>
>
> Nate, videos are archived on our Facebook page. You can watch there.

> -----Original Message-----

> From: Morabito, Nate [mailto:NMorabito@wcnc.com]
> Sent: Tuesday, July 9, 2019 10:16 AM
> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>
> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
> Subject: [EXT] Re: Media Request

> EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

> Thanks for the response. Enjoy your time off! Let me know when you know more Britt.

> Thanks,
> Nate

> Sent from my iPhone

>> On Jul 9, 2019, at 10:14 AM, Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us> wrote:

>> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>> Hey Nate,
>> I am out this week... so cc'ing Britt on this.

>> Jeremy

>>
>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wcnc.com> wrote:
>>>
>>> EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.
>>>
>>>
>>> Jeremy,
>>>
>>> Good morning. Hope you are well! I saw in the consent agenda yesterday that the council was set to approve a contract for HNTB for more Blue Line Extension work. I didn't see the video posted from last nights meeting yet. Do you know if it was pulled out of the agenda and discussed before a vote or wrapped in with the full consent agenda approval?
>>>
>>> Thanks!
>>> Nate
>>>
>>> Sent from my iPhone

From: Moskowitz, David
Sent: Friday, July 12, 2019 4:37 PM
To: Green, Krystal
Subject: RE: [EXT] Re: Tonight's Story

Great. Thank you. Hope you have a good weekend.

David Moskowitz, WSO-CSE & CSSD, TSSP
Rail Safety Manager
Safety & Security



3200 South Boulevard
Charlotte, NC 28209
Office: 704-432-5071
Mobile: 704-614-4676

dmoskowitz@ci.charlotte.nc.us

From: Green, Krystal
Sent: Friday, July 12, 2019 4:36 PM
To: Moskowitz, David <dmoskowitz@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Tonight's Story

I sent him the whole list of safety stuff. 😊

From: Moskowitz, David
Sent: Friday, July 12, 2019 4:35 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Tonight's Story

Thanks. They know to stay away from the platforms?

David Moskowitz, WSO-CSE & CSSD, TSSP
Rail Safety Manager
Safety & Security



3200 South Boulevard
Charlotte, NC 28209
Office: 704-432-5071
Mobile: 704-614-4676

dmoskowitz@ci.charlotte.nc.us

From: Green, Krystal
Sent: Friday, July 12, 2019 4:31 PM
To: Darby, Marie <mdarby@ci.charlotte.nc.us>; Johnson, Billie <bjohnson@ci.charlotte.nc.us>; Moskowitz, David

<dmoskowitz@ci.charlotte.nc.us>

Subject: FW: [EXT] Re: Tonight's Story

fyi

From: Morabito, Nate <NMorabito@wcnc.com>

Sent: Friday, July 12, 2019 4:25 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>

Subject: [EXT] Re: Tonight's Story

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Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

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As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

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dmoskowitz@ci.charlotte.nc.us

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To: Darby, Marie <mdarby@ci.charlotte.nc.us>; Johnson, Billie <bjjohnson@ci.charlotte.nc.us>; Moskowitz, David <dmoskowitz@ci.charlotte.nc.us>
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From: Green, Krystal
Sent: Friday, July 12, 2019 4:30 PM
To: 'Morabito, Nate'
Subject: RE: [EXT] Re: Tonight's Story

Thanks for the heads up. Please follow the safety rules below.

- No tripods can be used on station platforms. None can be used inside the vehicle.
- Do not raise/extend anything such as a light, reflector, etc. over your head while on any station platform. This action could create an arc from the overhead catenary and cause serious injury.
- Do not use reflectors/ashes/lights as trains enter/exit the station.
- Do not impede anyone getting on/off the vehicle.
- Valid fare is required to ride. Download the [CATS Pass](#) mobile app for an easy way to pay.
- Always film from the trailing (back) train/car.
- Always hold on while train is moving. Be prepared for sudden stops and train movement.
- Do not speak to/film the operator while they are operating the vehicle.
- If a passenger does not want to be filmed/interviewed, honor that.
- You are responsible for any model releases.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

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(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Johnson, Billie
Sent: Friday, July 12, 2019 5:53 PM
To: Green, Krystel
Cc: Darby, Marie; Moskowitz, David
Subject: Re: [EXT] Re: Tonight's Story

Thank you!

Best Regards,

BJ Johnson, MPA, ACE, WSO - CSSD, TSSP
Transit Security Manager
Office of Safety & Security
Charlotte Area Transit System
3145 South Tryon Street
Charlotte, NC 28217
Office 704.432.0691
Cell 704.609.4097

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This communication may contain information protected from disclosure under the Freedom of Information Act, and /or constitute a record of sensitive public security information, a criminal investigation, or criminal intelligence information under North Carolina Law or May be protected under 49 CFR 1520 SSI. Do not copy , reproduce, or disseminate without prior written consent.

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(980) 297-3994 Cell

(980) 722-0311 Media Line

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Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: RE: Draft Response to HTNB

Couple of light edits:

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Thanks so much!

Nate

bk



Brent J Kelly

Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Kelly, Brent

Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk



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From: Holm, Christian
Sent: Friday, July 12, 2019 3:11 PM
To: Green, Krystal
Subject: Re: Draft Response to HTNB

Here it is

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Sent from my iPhone

Christian Holm
704-249-7710

On Jul 12, 2019, at 2:33 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

Can you send me the final of what went to Council. Thanks!

From: Holm, Christian
Sent: Thursday, July 11, 2019 5:29 PM
To: Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>; Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>
Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: RE: Draft Response to HTNB

Couple of light edits:

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- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The RCA was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received).

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

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As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!

Nate

bk

<image001.jpg> **Brent J Kelly**
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202
P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov

<image002.jpg>
Visit CLT250.com to learn more

From: Kelly, Brent

Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

Subject: Draft Response to HTNB

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- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

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Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

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My cell is (980) 308-7116.

Thanks so much!
Nate

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P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov

<image002.jpg>
Visit CLT250.com to learn more

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:32 PM
To: Kelly, Brent
Cc: Kinard, Olaf
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:28:34 PM
To: Green, Krystal
Subject: HNTB additional work ...

Krystal,
I'm sorry. I read this to my wife and asked her if she knew what the work was for -- she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
 - 2) last phase of the product
 - 3) HNTB is the lead contractor & will oversee the work of Balfour.
 - 4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
- Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CATs person because they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Green, Krystal
Sent: Saturday, July 13, 2019 12:25 PM
To: Kinard, Olaf
Subject: Re: HNTB additional work ...

Spoke with Jill. We came up with the following:

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kinard, Olaf
Sent: Friday, July 12, 2019 8:51:01 PM
To: Green, Krystal
Subject: Re: HNTB additional work ...

I'd net it and not get technical

The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing subcontractors' work on tasks that were not critical to opening and operating the system including coordination of work on or adjacent to CSX property, 36th street tasks not critical to opening the street, final acceptance of different systems and final certification of the line. The system is currently operating under an interim certification which is a normal process for transit related projects like this. Final completion and certification is currently projected in December 2019.

See if this works

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 12, 2019, at 8:33 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

I will work on this tomorrow. Will send to you beforehand

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 12, 2019 at 8:28:34 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: HNTB additional work ...

Krystal,

I'm sorry. I read this to my wife and asked her if she knew what the work was for -- she said, "I have no idea what you just said".

She's a high school math teacher and generally very smart & she has managed most construction on our house.

I wish this was straight forward enough that anyone would understand it.

Some thoughts ... (Do not take literally)

- 1) this was expected
 - 2) last phase of the product
 - 3) HNTB is the lead contractor & will oversee the work of Balfour.
 - 4) Balfour is installing new culvert boxes - these are 10' x 12' boxes by each street crossing. They control the timing of the crossing arms.
- Etc

Sorry - I won't rat out who called me, but I was tongue tied trying to answer them. They don't want to call John or a CAT's person bc they think they'll sound dumb.

Not an urgent rush, but if I could get back to them this weekend that would be very helpful.

Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-

built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Kinard, Olaf
Sent: Friday, July 12, 2019 8:51 PM
To: Green, Krystal
Subject: Re: HNTB additional work ...

I'd net it and not get technical

The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing subcontractors' work on tasks that were not critical to opening and operating the system including coordination of work on or adjacent to CSX property, 36th street tasks not critical to opening the street, final acceptance of different systems and final certification of the line. The system is currently operating under an interim certification which is a normal process for transit related projects like this. Final completion and certification is currently projected in December 2019.

See if this works

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 12, 2019, at 8:33 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

I will work on this tomorrow. Will send to you beforehand

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 12, 2019 at 8:28:34 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: HNTB additional work ...

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- Etc

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Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Poole, Ajonelle
Sent: Monday, July 15, 2019 9:19 AM
To: Green, Krystal
Subject: RE: HNTB additional work ...

<https://www.wcnc.com/article/news/investigations/investigators/same-company-that-overbilled-city-gets-more-money-from-charlotte-city-council-without-question/275-35811328-3ecd-47b9-9fec-b9168dd10325?fbclid=IwAR12mA3bq8XAI21UI2W54aCWKV34WPEHnrWLxebKmFpOI09cad2iXDkUv0s>

Thank you so much,
-AP

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:33 PM
To: Brim, Jill <jmbrim@ci.charlotte.nc.us>; Goforth, Kelly <kgoforth@ci.charlotte.nc.us>
Cc: Poole, Ajonelle <Ajonelle.Poole@ci.charlotte.nc.us>
Subject: Fw: HNTB additional work ...

From: Green, Krystal
Sent: Saturday, July 13, 2019 2:32 PM
To: Kelly, Brent
Cc: Kinard, Olaf
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Friday, July 12, 2019 8:28:34 PM
To: Green, Krystal
Subject: HNTB additional work ...

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Brent

Monday response:

"The additional costs are for HNTB to continue providing construction management services for the BLE, primarily related to the Civil A contract with Balfour Beatty Infrastructure/Blythe Development, Joint Venture and the Track and Systems contract with Balfour Beatty Rail.

Civil A has been delayed in its completion of work due to the failure of an existing box culvert at the CSX railroad where the BLE project is installing a 10' x 12' box culvert adjacent to the existing box culvert. In addition, remaining work activities include restoration of areas along Cullman Avenue, finalization of as-built drawings, and backfilling at the 36th Street railroad bridge. HNTB is responsible for onsite inspection of this work, reviewing final submittals, and ensuring all closeout items are completed. Final completion is expected in August 2019.

- Track and Systems has been delayed in completion of work due to a number of technical issues such as signal system interference, gate system deficiencies, and closed circuit television issues. In addition to resolution of all issues, remaining work includes completion of outstanding submittals, system integration testing, revenue acceptance testing, system reliability acceptance testing, and the final safety certification for the project.

The system is currently operating under interim certification. HNTB is responsible for inspection of work, schedule analysis, and reviewing final submittals. HNTB has also been providing technical resources to assist the contractor with resolution of issues. Final completion is currently projected in December 2019."

Sent from my iPhone

From: Poole, Ajonelle
Sent: Friday, July 12, 2019 4:00 PM
To: Green, Krystel
Subject: statement

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work as listed in the Request for Council [Action](#) on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you so much,
-AP

From: Green, Krystal
Sent: Friday, July 12, 2019 4:16 PM
To: 'NMorabito@wcnc.com'
Subject: Tonight's Story

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

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CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager
Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: Charlotte Communications & Marketing
Sent: Thursday, July 11, 2019 9:55 AM
To: _Charlotte Communications; Adams, Tina; Alcorn, Alexandra; City Manager's Executive Team; Communications Roundtable; Davidson, Tom; Freeman, Philip; Kelly, Stephanie; City Learning; McNeely, Erin; Office of Constituent Services; Root, Hope; Senior Leadership Team; SW Leadership Team
Subject: Charlotte's Daily Buzz



Thursday, July 11, 2019

Economic Development

[EXCLUSIVE: Panthers execs to tell MLS they have 60 suite commitments for expansion franchise](#)

[Panthers president touts 'extraordinary' response to MLS idea](#)

[Here's your last chance to see 'Miracle on the Hudson' plane before it goes in storage](#)

[Catching up at Riverbend: Developers ramp up final phase as HQ office, housing and retail space deliver](#)

Transportation and Planning

[Let Rivers Flood: Communities Adopt New Strategies for Resilience](#)

[What's threatening Charlotte's tree canopy?](#)

Across the City

[Mecklenburg County residents protest rate hike proposed by Piedmont Natural Gas](#)

Community Safety

[Lifeguards credited with saving teen who nearly drowned at YMCA pool](#)

[Anti-Violence Activists Call on Charlotte Leaders](#)

[Siblings killed weeks apart in Charlotte area, organization says](#)

[Facial recognition could be coming to Charlotte Douglas International Airport](#)

[TRAFFIC ALERT: Large tree falls, blocking busy east Charlotte road](#)

[Crime Stoppers: Police looking for duo that robbed west Charlotte gas station](#)

From: Charlotte Communications & Marketing
Sent: Monday, July 15, 2019 9:20 AM
To: _Charlotte Communications; Adams, Tina; Alcorn, Alexandra; City Manager's Executive Team; Communications Roundtable; Davidson, Tom; Freeman, Philip; Kelly, Stephanie; City Learning; McNeely, Erin; Office of Constituent Services; Root, Hope; Senior Leadership Team; SW Leadership Team
Subject: Charlotte's Daily Buzz



Monday, July 15, 2019

Neighborhood Development

[City of Charlotte hosts 100+ residents during Neighborhood Board Retreat](#)

Transportation and Planning

[City council to vote on projects stretching from Dilworth to University City](#)

[Busy Elizabeth intersection to shut down for trolley line construction](#)

[Spin and Passport partner to build optimal e-scooter deployment strategies](#)

[Swimmers urged to avoid popular north Mecklenburg cove due to high bacteria levels](#)

[I-77 toll lanes have cut rush-hour travel times, operator says. Not everybody's happy.](#)

Well-Managed Government

[Jones announces new exec team for City of Charlotte](#)

Economic Development

['It's very bittersweet' | Miracle on the Hudson passengers reflect before Aviation Museum closes](#)

Across the City

[Introducing Charlotte Inno, an increased focus on local startups and innovation](#)

Community Safety

[Mecklenburg County DA speaks out about spike in crime, challenges in court system](#)

[Charlotte police are investigating shooting that left two dead, one seriously injured](#)

[3 people, including teen, found stabbed inside northwest Charlotte home](#)

[Police: Speeding, drug use factors in deadly west Charlotte crash](#)

['Concern' In Charlotte Amid Reported Plans For ICE Raids In Major Cities](#)

[Police: Woman arrested 9 times being sought, 'continues to break the law'](#)

[Amtrak train collides with tow truck hauling car off tracks in University City](#)

[Lightning causes 3 house fires south of Charlotte, officials say](#)

[Dozens of people sickened at Charlotte business park for 2nd day in row](#)

From: Brown, Kenneth
Sent: Friday, July 12, 2019 6:21 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily summary and events

Mayor and Council,

Below is the expected media coverage and events for the upcoming week. Enjoy York Weekend

News

- As a reminder, City Manager Marcus D. Jones [announced](#) the new Executive Team. The new team consists of a deputy city manager, three assistant city managers and two special assistants to the city manager.
- The Charlotte Observer is tracking the number of pedestrian fatalities year-to-date, 11 through June, compared to 28 for full year 2018. The outlet has requested a comment on whether traffic-calming measures adopted by City Council last November, or other factors, are likely to have reduced pedestrian fatalities so far this year. There is no available data at this point to support whether the updated Neighborhood Traffic Calming Policy implementation has reduced pedestrian fatalities. The city hopes its commitment to [Vision Zero](#) will continue to educate residents and visitors as we work together to reduce crashes and eliminate traffic-related deaths and severe injuries by 2030.
- WSOC received a tip from a community member stating that city staff had planned a visit to Raleigh to discuss Vision Zero strategies. Charlotte's Vision Zero Task Force is not in any communication or planning with Raleigh at this time.
- Media continue to inquire about the Blue Line Extension (BLE) and work completed on the project by HNTB. The LYNX BLE project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council agenda item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management. As stated in the contract with HNTB, even if contract costs were paid, the city can still potentially recoup funds. The Charlotte Area Transit System (CATS) is currently evaluating possible cost recovery related to the audit findings.
- CATS CEO John Lewis conducted his monthly Spectrum In-depth interview. During the segment Lewis discussed:
 - CATS' two recent RFQs:
 - LYNX Silver Line project - CATS is advancing the 2030 System Plan with the Silver Line RFQ
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#CLTCC

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City of Charlotte community engagement

Event	Location	Date
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Positive Buzz

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- [How Charlotte ranks in recreation among NC cities](#)

Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
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- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

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Interim Media Relations Manager / Corporate Social Media Lead
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City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](https://www.charlotte-nc.gov/600-E-Fourth-Street-Suite-200-Charlotte-NC-28202)
Office: 704-336-5863 Mobile: 980-254-3299

From: Kelly, Brent
Sent: Wednesday, September 4, 2019 4:43 PM
To: Clampitt, Brittany
Subject: FW:

Follow Up Flag: Follow up
Flag Status: Completed

From: Kelly, Brent
Sent: Friday, July 19, 2019 10:29 AM
To: Jackson, Denada <djackson@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>
Subject:

In response to questions regarding HNTB construction management services city staff provided additional background information. The 7July 8th \$4.2 million approved by Council was for HNTB to coordinate work on or adjacent to CSX property on 36th street and the final acceptance of different systems such as the public address system; and final certification of the line. In essence, to complete the "punch list".

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

From: Kelly, Brent
Sent: Wednesday, September 4, 2019 4:42 PM
To: Clampitt, Brittany
Subject: FW: Audit

Follow Up Flag: Follow up
Flag Status: Completed

From: Kelly, Brent
Sent: Friday, July 12, 2019 10:21 AM
To: Bokhari, Tariq <Tariq.Bokhari@ci.charlotte.nc.us>
Subject: Audit

HTTB was focus.

HNTB is "chief-Engineer" on project.

<https://charlottenc.gov/audit/FY2014%20Reports/19-13%20CATS%20BLE%20Professional%20Services.pdf>

From: Kelly, Brent
Sent: Wednesday, September 4, 2019 4:44 PM
To: Clampitt, Brittany
Subject: FW: HNTB additional work ...

Follow Up Flag: Follow up
Flag Status: Completed

From: Kelly, Brent
Sent: Friday, July 19, 2019 10:12 AM
To: Jackson, Denada <djackson@ci.charlotte.nc.us>
Subject: Fwd: HNTB additional work ...

Sent from my iPhone

Begin forwarded message:

From: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Date: July 13, 2019 at 2:32:06 PM EDT
To: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Cc: "Kinard, Olaf" <kkinard@ci.charlotte.nc.us>
Subject: Re: HNTB additional work ...

Hi Brent,

See below. I think this will work. Call or text me if you need something different.

The additional costs -- up to \$4.2 million -- are for HNTB to continue providing construction management services for the BLE, primarily related to activities overseeing contractor work on tasks that were not critical to opening and operating the system. This includes coordination of work on or adjacent to CSX property; 36th Street tasks related to the rail bridges in that area, which were not critical to opening the street; final acceptance of different systems such as the public address system; and final certification of the line.

The system is currently operating under an interim certification which is a normal process for transit-related projects like this. Final completion and certification is currently projected in December 2019.

Sent from my iPhone

From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
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Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily summary and events

Mayor and Council,

Below is the expected media coverage and events for the upcoming week. Enjoy York Weekend

News

- As a reminder, City Manager Marcus D. Jones [announced](#) the new Executive Team. The new team consists of a deputy city manager, three assistant city managers and two special assistants to the city manager.
- The Charlotte Observer is tracking the number of pedestrian fatalities year-to-date, 11 through June, compared to 28 for full year 2018. The outlet has requested a comment on whether traffic-calming measures adopted by City Council last November, or other factors, are likely to have reduced pedestrian fatalities so far this year. There is no available data at this point to support whether the updated Neighborhood Traffic Calming Policy implementation has reduced pedestrian fatalities. The city hopes its commitment to [Vision Zero](#) will continue to educate residents and visitors as we work together to reduce crashes and eliminate traffic-related deaths and severe injuries by 2030.
- WSOC received a tip from a community member stating that city staff had planned a visit to Raleigh to discuss Vision Zero strategies. Charlotte's Vision Zero Task Force is not in any communication or planning with Raleigh at this time.
- Media continue to inquire about the Blue Line Extension (BLE) and work completed on the project by HNTB. The LYNX BLE project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council agenda item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management. As stated in the contract with HNTB, even if contract costs were paid, the city can still potentially recoup funds. The Charlotte Area Transit System (CATS) is currently evaluating possible cost recovery related to the audit findings.
- CATS CEO John Lewis conducted his monthly Spectrum In-depth interview. During the segment Lewis discussed:
 - CATS' two recent RFQs:
 - LYNX Silver Line project - CATS is advancing the 2030 System Plan with the Silver Line RFQ
 - Charlotte Gateway Station - A private developer will help create opportunities in the Charlotte Gateway District
 - Phase 2 of the CityLYNX Gold Line project is progressing. The closure of the intersection of Hawthorne Lane and 7th Street to advance track work begins on Monday, July 15
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Charlotte Communications & Marketing

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Office: 704-336-5863 Mobile: 980-254-3299

Brown, Kenneth

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:24 PM
To: Green, Krystel; Lewis Jr., John M.
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk



Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202
P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

Brown, Kenneth

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:20 PM
To: Green, Krystal
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response

Background:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
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Thanks so much!
Nate

bk



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Chief Marketing Officer
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P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

Brown, Kenneth

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:10 PM
To: Brown, Kenneth
Cc: Kinard, Olaf; Poole, Ajonelle
Subject: FW: [EXT] Re: Media Request

-----Original Message-----

From: Green, Krystal
Sent: Thursday, July 11, 2019 3:09 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Hi Nate,

CATS is currently evaluating possible cost recovery related to the audit findings.

Thanks,
Krystal Green
Public & Community Relations Manager
Charlotte Area Transit System
www.ridetransit.org
(704) 432-0496 Office
(980) 297-3994 Cell
(980) 722-0311 Media Line

-----Original Message-----

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 9:47 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Great. Thank you

-----Original Message-----

From: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wcnc.com>

Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>

Subject: RE: [EXT] Re: Media Request

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Krystal Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

From: Morabito, Nate [mailto:NMorabito@wcnc.com]

Sent: Thursday, July 11, 2019 9:27 AM

To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

Subject: RE: [EXT] Re: Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

> On Jul 9, 2019, at 10:17 AM, Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us> wrote:

>
> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>
>
> Nate, videos are archived on our Facebook page. You can watch there.

>
> -----Original Message-----

> From: Morabito, Nate [mailto:NMorabito@wcnc.com]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

>
> EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

>
>
> Thanks for the response. Enjoy your time off! Let me know when you know more Britt.

>
> Thanks,
> Nate

>
> Sent from my iPhone

>
>> On Jul 9, 2019, at 10:14 AM, Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us> wrote:

>>
>> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>>
>>
>> Hey Nate,

>> I am out this week... so cc'ing Britt on this.

>>
>> Jeremy

>>
>>
>>

>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wncn.com> wrote:

>>>
>>> EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

>>>
>>>
>>> Jeremy,

>>>
>>> Good morning. Hope you are well! I saw in the consent agenda yesterday that the council was set to approve a contract for HNTB for more Blue Line Extension work. I didn't see the video posted from last night's meeting yet. Do you know if it was pulled out of the agenda and discussed before a vote or wrapped in with the full consent agenda approval?

>>>
>>> Thanks!
>>> Nate

>>>
>>> Sent from my iPhone

Brown, Kenneth

From: Green, Krystal
Sent: Friday, July 12, 2019 4:31 PM
To: Brown, Kenneth; Clampitt, Brittany
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: [EXT] Re: Tonight's Story

FYI

From: Green, Krystal
Sent: Friday, July 12, 2019 4:30 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Subject: RE: [EXT] Re: Tonight's Story

Thanks for the heads up. Please follow the safety rules below.

- No tripods can be used on station platforms. None can be used inside the vehicle.
- Do not raise/extend anything such as a light, reflector, etc. over your head while on any station platform. This action could create an arc from the overhead catenary and cause serious injury.
- Do not use reflectors/ashes/lights as trains enter/exit the station.
- Do not impede anyone getting on/off the vehicle.
- Valid fare is required to ride. Download the [CATS Pass](#) mobile app for an easy way to pay.
- Always film from the trailing (back) train/car.
- Always hold on while train is moving. Be prepared for sudden stops and train movement.
- Do not speak to/film the operator while they are operating the vehicle.
- If a passenger does not want to be filmed/interviewed, honor that.
- You are responsible for any model releases.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

On Jul 12, 2019, at 4:16 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

Brown, Kenneth

From: Brown, Kenneth
Sent: Thursday, July 11, 2019 5:08 PM
To: Holm, Christian
Subject: FW: Draft 3/14
Attachments: CATS BLE Professional Services Audit Draft 031419.docx

From: McDowell, Gregory
Sent: Thursday, March 14, 2019 3:14 PM
To: Muth, John <jmuth@ci.charlotte.nc.us>
Cc: Terrell, Craig <caterrell@ci.charlotte.nc.us>; Tran, Hien <Hien.Tran@ci.charlotte.nc.us>; Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: Draft 3/14

John,

I'm not going to attempt to issue the RSM report along with this one.

While it's pretty much final, I'll still be receiving input from the CMO and CC&M, so you can still discuss with me, as needed. I hope to issue this by 3/26, but not sure what other steps I'll be taking before I get to that.

Regards,
Greg

Brown, Kenneth

From: Green, Krystal
Sent: Friday, July 12, 2019 4:17 PM
To: Clampitt, Brittany; Brown, Kenneth
Cc: Poole, Ajonelle; Kinard, Olaf
Subject: FW: Tonight's Story

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As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

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From: Green, Krystal
Sent: Thursday, July 11, 2019 5:35 PM
To: Kelly, Brent
Cc: Brown, Kenneth; Holm, Christian; Clampitt, Brittany
Subject: Fwd: Draft Response to HTNB

Sent from my iPhone

Begin forwarded message:

From: "Kinard, Olaf" <kkinard@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:33:43 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: Re: Draft Response to HTNB

- CATS has contractual language to recover and CATS is evaluating those cost recovery options related to the audit findings.

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 11, 2019, at 5:28 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:24:04 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>, "Lewis Jr., John M." <John.Lewis@ci.charlotte.nc.us>
Cc: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>, "Holm, Christian" <Christian.Holm@ci.charlotte.nc.us>
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!

Nate

bk

<image001.jpg>

Brent J Kelly

Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

Brown, Kenneth

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:20 PM
To: Green, Krystal
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response

Background:

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Brown, Kenneth

From: Eiselt, Julie
Sent: Sunday, July 14, 2019 8:27 AM
To: Brown, Kenneth
Subject: Re: Daily Summary

Thanks Kenneth

Julie Eiselt
Mayor Pro Tem
Charlotte City Council
704-336-4099

On Jul 8, 2019, at 8:57 PM, Brown, Kenneth <kebrown@ci.charlotte.nc.us> wrote:

Hi Mayor Pro Tem,

Danny Pleasant, who retired last month, served as the city's liaison for the 2020 RNC. He would have been the contact for inquiries related to the 2012 DNC. This role has transitioned to Deputy City Manager Sabrina Joy-Hogg.

From: Eiselt, Julie
Sent: Monday, July 8, 2019 5:38:37 PM
To: Brown, Kenneth
Subject: Re: Daily Summary

Kenneth,

Can you tell me who from the city communicated with the Milwaukee city leaders about their hosting the DNC?

Thanks,

Julie Eiselt
Mayor Pro Tem
Charlotte City Council

On Jul 8, 2019, at 5:28 PM, Brown, Kenneth <kebrown@ci.charlotte.nc.us> wrote:

Mayor and Council,

Here are today's news stories and major topics you should be aware of:

- The City of Charlotte and The YMCA of Greater Charlotte [announced](#) its partnership to provide local teens free access to the YMCA this summer. The partnership provides YMCA memberships for 400 teens across seven YMCA of

Greater Charlotte locations. Memberships will grant teens access to YMCA facilities and programs, and the City of Charlotte will provide free dinner Monday through Friday.

- As a reminder, the International Champions Cup, Bank of America Stadium and the CRVA will hold a press conference for two announcements regarding the growth of soccer in the Queen City. CRVA has confirmed that tomorrow's announcements are specific to International Champions Cup. The event will be held at Bank of America Stadium, 800 S. Mint St., at 3 p.m. Ahead of the event, WFAE inquired about the city's position on bringing a Major League Soccer (MLS) team to Charlotte and the status of tourism tax revenue to fund renovations to Bank of America Stadium.
- WSOC has inquired about the Blue Line Extension Construction Management Services Contract Amendment item on the July 8 business meeting agenda. This amendment is an additional \$4.2 million to the HNTB contract for the BLE. The contract amendment amount is within the current BLE budget.
- WSOC will mention on air that Milwaukee city leaders are seeking to learn from Charlotte after Charlotte hosted the 2012 Democratic National Convention and ahead of the 2020 DNC in Milwaukee. Staff provided the after-action reports for the 2012 DNC to WSOC.
- WSOC is covering at least two items from the Monday, July 8, City Council meeting: construction of the State Street Pedestrian Improvement Project (Item #19) and construction of the Five Points Plaza Improvement Project (Item #20). Staff directed WSOC to the [West Trade/Rozzelles Ferry Comprehensive Neighborhood Improvement Program \(CNIP\) webpage](#), which includes renderings of the two projects on Monday's agenda.
- Media continue to inquire about the city's incentive agreement for Lowe's new technology center. The recommended city portion of the Business Investment Grant is a maximum estimated amount of \$6,031,880 over 10 years, but that number could change when City Council votes on the incentives.
- The Charlotte Business Journal inquired about any incentives offered by the City of Charlotte to the e-commerce fashion service Stitch Fix for locating a distribution center in Charlotte (Project Southern Charm). According to a Douglas County, Georgia, economic development document, Charlotte and Atlanta were the two locations considered for the distribution center. Charlotte's economic development department was not involved in such a project and city staff referred the Business Journal to the Charlotte Regional Business Alliance.
- The first hearing for the lawsuit filed by the Mecklenburg County Republican Party against Mecklenburg County began today. The lawsuit alleges Mecklenburg County elected officials held private discussions about proposed budget changes via email, violating open meeting laws.

Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)
Office: 704-336-5863 Mobile: 980-254-3299

Brown, Kenneth

From: Holm, Christian
Sent: Thursday, July 11, 2019 5:29 PM
To: Kelly, Brent; Green, Krystel; Lewis Jr., John M.
Cc: Brown, Kenneth
Subject: RE: Draft Response to HTNB

Couple of light edits:

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Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

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Brown, Kenneth

From: Egleston, Larken
Sent: Friday, July 12, 2019 7:30 PM
To: Brown, Kenneth
Subject: Re: Daily summary and events

The Neighborhood committee mtg was cancelled.

Larken

Sent from my iPhone

On Jul 12, 2019, at 6:20 PM, Brown, Kenneth <kebrown@ci.charlotte.nc.us> wrote:

Mayor and Council,

Below is the expected media coverage and events for the upcoming week. Enjoy York Weekend

News

- As a reminder, City Manager Marcus D. Jones [announced](#) the new Executive Team. The new team consists of a deputy city manager, three assistant city managers and two special assistants to the city manager.
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- Media continue to inquire about the Blue Line Extension (BLE) and work completed on the project by HNTB. The LYNX BLE project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council agenda item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management. As stated in the contract with HNTB, even if contract costs were paid, the city can still potentially recoup funds. The Charlotte Area Transit System (CATS) is currently evaluating possible cost recovery related to the audit findings.
- CATS CEO John Lewis conducted his monthly Spectrum In-depth interview. During the segment Lewis discussed:
 - CATS' two recent RFQs:

- LYNX Silver Line project - CATS is advancing the 2030 System Plan with the Silver Line RFQ
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- Charlotte Water staff conducted an interview with WBTV to share information on recent pipe repairs. Staff met with the reporter at the Central Avenue water pipe rehabilitation project to show how the department proactively rehabs and replaces old pipe. The story will air tonight.

#CLTCC

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- The Neighborhood Development Committee meets Wednesday, July 17, 2 – 3:30 p.m., in room 280

City of Charlotte community engagement

Event	Location	Date
Bridging the Difference – Clergy and Faith Leaders – Bridging Community (This event is for Charlotte faith leaders, NOT the general public)	Johnson & Wales University – Hance Auditorium (801 W. Trade St.)	Thursday, July 18 7 – 8 p.m.
QC Hoops for Youth	Queens University – Levine Wellness Center (2201 Wellesley Ave.)	Saturday, July 20 Doors open at 8:30 a.m.

- The Arts & Science Council and the City of Charlotte invite everyone to join the West End Public Art Workshop on Saturday, July 13, from 11 a.m. to noon at the James B. Duke Library at Johnson C. Smith University. Your engagement will assist the artist collective of Stacy Utley, David Wilson and Edwin Harris of Evoke Studio in their final design for the upcoming public artworks commissioned for the Five Points Plaza and West Trade Street Enhancements at the I-77 Underpass projects in the West Trade/Rozzelles Ferry CNIP.
- The GrierTown Solidarity Stop the Violence Day is set for Sunday, July 14, from 1 to 5 p.m. at the Grier Heights Community Center, 3100 Leroy St. The event will include live entertainment, speakers and a roundtable discussion on issues important to the community.

Positive Buzz

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Ken Brown

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City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

Brown, Kenneth

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 4:49 PM
To: Brown, Kenneth
Subject: summary

WCNC will air a follow-up story focusing on Monday's vote approving an additional \$4.2 million to the HNTB contract for the Blue Line Extension. Charlotte Area Transit System staff provided WCNC with the following statement about the status of the city's cost recovery efforts:

- CATS is currently evaluating possible cost recovery related to the audit findings.

Staff provided WSOC with a copy of a Charlotte-Mecklenburg Police Department permit for sound amplification at the Mecklenburg County Board of Elections, 741 Kenilworth Ave. The permit was issued to the Need to Impeach Charlotte group to "protest against Donald Trump and the RNC 2020 in Charlotte on public sidewalk" today, July 11.

Britt Clampitt
Communications Specialist
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)
Office: 704-336-4935 Mobile: 704-249-0759

From: Morabito, Nate
To: [Charlotte Communications & Marketing](#)
Subject: [EXT] Public Records Request
Date: Monday, July 15, 2019 9:50:33 AM

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Good Morning,

Can you please provide electronic copies of all emails sent to and/or from city council members, the city manager's office, CATS CEO's office, communications and CATS communications employees with the words "HNTB" "NBC Charlotte" "WCNC" and/or "Morabito" from Thursday, July 11 through today, July 15 at 10:00 am excluding any emails sent from my email address to any of these parties?

Please let me know if you have any questions.

Thank You,
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Morabito, Nate
To: [Charlotte Communications & Marketing](#)
Cc: [CFD PIO: Westover, Matthew](#)
Subject: [EXT] Public Records Request
Date: Monday, July 15, 2019 9:46:55 AM

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Good Morning,

I read the Charlotte Observer article about the July 2, 2019 rescue after the home on James Jack Lane exploded that indicated there was video used at the end of a pole to find the survivor of the explosion.

Can you please provide an electronic copy of that video that documents the search for Jebran Karam and his subsequent rescue?

Thank You In Advance,
Nate

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WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Morabito, Nate
To: [Clampitt, Brittany](#)
Subject: [EXT] Media Request
Date: Thursday, July 11, 2019 2:18:54 PM

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Please let me know if any of the council members, mayor, etc want to address this.

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WCNC Defenders

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Instagram: nateinvestigates

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From: [Brown, Kenneth](#)
To: [Lyles, Viola](#); [Eiselt, Julie](#); [Mitchell, James](#); [Winston, Braxton](#); [Ajmera, Dimple](#); [Egleston, Larken](#); [Harlow, Justin](#); [Mayfield, LaWana](#); [Phipps, Gregory](#); [Newton, Matthew](#); [Bokhari, Tariq](#); [Driggs, Edmund](#); [Jones, Marcus](#)
Cc: [Joy-Hogg, Sabrina](#); [Dodson, Tracy](#); [Jaiyeoba, Taiwo](#); [Lee, Angela](#); [Kay, Jason](#); [Johnson, Victoria](#); [Kelly, Brent](#)
Subject: Daily summary and events
Date: Friday, July 12, 2019 6:20:40 PM

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From: [Clampitt, Brittany](#)
To: [Holm, Christian](#)
Subject: FW: [EXT] Media Request
Date: Thursday, July 11, 2019 2:57:00 PM

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 2:19 PM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: [EXT] Media Request

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To: [Green, Krystal](#)
Subject: FW: [EXT] Media Request
Date: Thursday, July 11, 2019 3:03:00 PM

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 2:19 PM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: [EXT] Media Request

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Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup pervious overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Please let me know if any of the council members, mayor, etc want to address this.

Thanks!

Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: [Clampitt, Brittany](#)
To: [Green, Krystal](#); [Warren, Tabitha](#); [Sheldon, Juliann](#)
Cc: [Brown, Kenneth](#)
Subject: FW: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 9:35:00 AM

Can you all address this question?

-----Original Message-----

From: Morabito, Nate [<mailto:NMorabito@wcnc.com>]
Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

> On Jul 9, 2019, at 10:17 AM, Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us> wrote:

>

> *External Email – Be Suspicious of Attachments, Links and Requests for Login Information*

>

>

> Nate, videos are archived on our Facebook page. You can watch there.

>

> -----Original Message-----

> From: Morabito, Nate [<mailto:NMorabito@wcnc.com>]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

>

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>

>

> Thanks for the response. Enjoy your time off! Let me know when you know more Britt.

>

> Thanks,

> Nate

>

> Sent from my iPhone

>

>> On Jul 9, 2019, at 10:14 AM, Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us> wrote:

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>>

>> Hey Nate,

>> I am out this week... so cc'ing Britt on this.

>>

>> Jeremy

>>

>>

>>

>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wnc.com> wrote:

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>>>

>>> Jeremy,

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>>> Good morning. Hope you are well! I saw in the consent agenda yesterday that the council was set to approve a contract for HNTB for more Blue Line Extension work. I didn't see the video posted from last night's meeting yet. Do you know if it was pulled out of the agenda and discussed before a vote or wrapped in with the full consent agenda approval?

>>>

>>> Thanks!

>>> Nate

>>>

>>> Sent from my iPhone

From: [Clampitt, Brittany](#)
To: [Poole, Ajonelle](#); [Warren, Tabitha](#)
Subject: FW: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 9:40:00 AM

Ajonelle,

I see that Juliann and Krystel are both out today. Can you work with Tabitha to address this media question?

Britt

-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 9:36 AM
To: Green, Krystel <KMGreen@ci.charlotte.nc.us>; Warren, Tabitha <tcwarren@ci.charlotte.nc.us>; Sheldon, Juliann <Juliann.Sheldon@ci.charlotte.nc.us>
Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: FW: [EXT] Re: Media Request

Can you all address this question?

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From: Morabito, Nate [<mailto:NMorabito@wnc.com>]
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> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>
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>> Jeremy
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>>> Good morning. Hope you are well! I saw in the consent agenda yesterday that the council was set to approve a contract for HNTB for more Blue Line Extension work. I didn't see the video posted from last night's meeting yet. Do you know if it was pulled out of the agenda and discussed before a vote or wrapped in with the full consent agenda approval?
>>>
>>> Thanks!
>>> Nate
>>>
>>> Sent from my iPhone

From: [Green, Krystal](#)
To: [Brown, Kenneth](#); [Clampitt, Brittany](#)
Cc: [Poole, Ajonelle](#); [Kinard, Olaf](#)
Subject: FW: [EXT] Re: Tonight's Story
Date: Friday, July 12, 2019 4:30:33 PM

FYI

From: Green, Krystal
Sent: Friday, July 12, 2019 4:30 PM
To: 'Morabito, Nate' <NMorabito@wcnc.com>
Subject: RE: [EXT] Re: Tonight's Story

Thanks for the heads up. Please follow the safety rules below.

- No tripods can be used on station platforms. None can be used inside the vehicle.
- Do not raise/extend anything such as a light, reflector, etc. over your head while on any station platform. This action could create an arc from the overhead catenary and cause serious injury.
- Do not use reflectors/ashes/lights as trains enter/exit the station.
- Do not impede anyone getting on/off the vehicle.
- Valid fare is required to ride. Download the [CATS Pass](#) mobile app for an easy way to pay.
- Always film from the trailing (back) train/car.
- Always hold on while train is moving. Be prepared for sudden stops and train movement.
- Do not speak to/film the operator while they are operating the vehicle.
- If a passenger does not want to be filmed/interviewed, honor that.
- You are responsible for any model releases.

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 4:25 PM
To: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: [EXT] Re: Tonight's Story

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Thank you. We will be live at 5 and 6 near the Seventh Street Station

Sent from my iPhone

On Jul 12, 2019, at 4:16 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

<image001.png>

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

www.ridetransit.org

(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: [Green, Krystal](#)
To: [Clampitt, Brittany](#); [Brown, Kenneth](#)
Cc: [Poole, Ajonelle](#); [Kinard, Olaf](#)
Subject: FW: Tonight's Story
Date: Friday, July 12, 2019 4:16:36 PM
Attachments: [image001.png](#)

From: Green, Krystal
Sent: Friday, July 12, 2019 4:16 PM
To: 'NMorabito@wcnc.com' <NMorabito@wcnc.com>
Subject: Tonight's Story

Hi Nate,

The LYNX Blue Line Extension project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council [agenda](#) item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management.

As stated in the contract below, even if contract costs were paid, the City can still potentially recoup funds.

§ 11.7.5 No payment, whether monthly or final, to the CMC for any Services shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the CMC under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the CMC to satisfactorily perform the Services as required under this Agreement.

CATS is currently evaluating possible cost recovery related to the audit findings.

Thank you for the interview opportunity. CATS respectfully declines.

Regards,

Krystal Green

Public & Community Relations Manager

Charlotte Area Transit System

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(704) 432-0496 Office

(980) 297-3994 Cell

(980) 722-0311 Media Line

From: [Green, Krystal](#)
To: [Kelly, Brent](#)
Cc: [Brown, Kenneth](#); [Holm, Christian](#); [Clampitt, Brittany](#)
Subject: Fwd: Draft Response to HTNB
Date: Thursday, July 11, 2019 5:34:57 PM

Sent from my iPhone

Begin forwarded message:

From: "Kinard, Olaf" <kkinard@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:33:43 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: Re: Draft Response to HTNB

- CATS has contractual language to recover and CATS is evaluating those cost recovery options related to the audit findings.

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 11, 2019, at 5:28 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:24:04 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>, "Lewis Jr., John M." <John.Lewis@ci.charlotte.nc.us>
Cc: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>, "Holm, Christian" <Christian.Holm@ci.charlotte.nc.us>
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk

<image001.jpg>

Brent J Kelly
Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC
28202

P: 704-301-0475 |

Brent.Kelly@CharlotteNC.gov

| www.charlottenc.gov



Visit CLT250.com to learn more

From: [Brown, Kenneth](#)
To: [Lyles, Viola](#); [Eiselt, Julie](#); [Mitchell, James](#); [Winston, Braxton](#); [Ajmera, Dimple](#); [Egleston, Larken](#); [Harlow, Justin](#); [Mayfield, LaWana](#); [Phipps, Gregory](#); [Newton, Matthew](#); [Bokhari, Tariq](#); [Driggs, Edmund](#); [Jones, Marcus](#)
Cc: [Joy-Hogg, Sabrina](#); [Dodson, Tracy](#); [Eagle, Kim](#); [Kay, Jason](#); [Johnson, Victoria](#); [Kelly, Brent](#)
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment
Date: Thursday, July 11, 2019 6:10:13 PM

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Ken Brown

Interim Media Relations Manager / Corporate Social Media Lead

Charlotte Communications & Marketing

City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

From: [Warren, Tabitha](#)
To: [Clampitt, Brittany](#)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 11:11:19 AM

10-4. I left Krystel a voice mail and gave GS leadership a heads up.

-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 10:02 AM
To: Warren, Tabitha <tcwarren@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Thanks. I saw E&PM mentioned in the audit, so I wanted to be sure you all had a chance to contribute if necessary.

-----Original Message-----

From: Warren, Tabitha
Sent: Thursday, July 11, 2019 10:01 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Thanks Britt. I don't think our department has much to offer info-wise on this, but if you need something, give me a holler.

-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wncn.com>
Cc: Green, Krystel <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Krystel Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

From: Morabito, Nate [<mailto:NMorabito@wncn.com>]
Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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Checking in on this question. I suspect we'll run a story tomorrow.

Can you also tell me where the city's efforts to collect on the HNTB over billing stand please?

Sent from my iPhone

> On Jul 9, 2019, at 10:17 AM, Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us> wrote:
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> Nate, videos are archived on our Facebook page. You can watch there.

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> -----Original Message-----

> From: Morabito, Nate [<mailto:NMorabito@wnc.com>]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

>

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> Thanks for the response. Enjoy your time off! Let me know when you know more Britt.

>

> Thanks,

> Nate

>

> Sent from my iPhone

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>> Hey Nate,

>> I am out this week... so cc'ing Britt on this.

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>> Jeremy

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>>> On Jul 9, 2019, at 8:56 AM, Morabito, Nate <NMorabito@wnc.com> wrote:

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>>> Jeremy,

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>>>

>>> Thanks!

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From: Clampitt, Brittany
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To: Morabito, Nate <NMorabito@wncn.com>
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Subject: RE: [EXT] Re: Media Request

Krystal Green is your contact for Blue Line. She should be reaching out to you today.

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From: [Warren, Tabitha](#)
To: [Clampitt, Brittany](#)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 10:01:00 AM

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-----Original Message-----

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wncn.com>
Cc: Green, Krystal <KMGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

Krystal Green is your contact for Blue Line. She should be reaching out to you today.

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To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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>>> Thanks!

>>> Nate

>>>

>>> Sent from my iPhone

From: Morabito, Nate
To: [Clampitt, Brittany](mailto:Brittany.Clampitt@ci.charlotte.nc.us)
Cc: [Green, Krystal](mailto:KMGGreen@ci.charlotte.nc.us)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 9:47:04 AM

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Great. Thank you

-----Original Message-----

From: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Sent: Thursday, July 11, 2019 9:46 AM
To: Morabito, Nate <NMorabito@wnc.com>
Cc: Green, Krystal <KMGGreen@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Krystal Green is your contact for Blue Line. She should be reaching out to you today.

-----Original Message-----

From: Morabito, Nate [<mailto:NMorabito@wnc.com>]
Sent: Thursday, July 11, 2019 9:27 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: RE: [EXT] Re: Media Request

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Sent from my iPhone

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> -----Original Message-----

> From: Morabito, Nate [<mailto:NMorabito@wnc.com>]

> Sent: Tuesday, July 9, 2019 10:16 AM

> To: Mills, Jeremy <Jeremy.Mills@ci.charlotte.nc.us>

> Cc: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>

> Subject: [EXT] Re: Media Request

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From: [Clampitt, Brittany](#)
To: ["Morabito, Nate"](#)
Cc: [Green, Krystal](#)
Bcc: [Warren, Tabitha](#); [Poole, Ajonelle](#)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 9:45:00 AM

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Sent: Thursday, July 11, 2019 9:27 AM
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To: [Clampitt, Brittany](mailto:Brittany.Clampitt@ci.charlotte.nc.us)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 9:32:32 AM

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>>> Sent from my iPhone

From: [Green, Krystal](#)
To: [Morabito, Nate](#)
Cc: [Clampitt, Brittany](#)
Subject: RE: [EXT] Re: Media Request
Date: Thursday, July 11, 2019 3:09:23 PM

Hi Nate,

CATS is currently evaluating possible cost recovery related to the audit findings.

Thanks,
Krystal Green
Public & Community Relations Manager
Charlotte Area Transit System
www.ridetransit.org
(704) 432-0496 Office
(980) 297-3994 Cell
(980) 722-0311 Media Line

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Sent: Thursday, July 11, 2019 9:47 AM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
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>>> Sent from my iPhone

From: [Clampitt, Brittany](#)
To: [Brown, Kenneth](#)
Subject: summary
Date: Thursday, July 11, 2019 4:48:00 PM

WCNC will air a follow-up story focusing on Monday's vote approving an additional \$4.2 million to the HNTB contract for the Blue Line Extension. Charlotte Area Transit System staff provided WCNC with the following statement about the status of the city's cost recovery efforts:

- CATS is currently evaluating possible cost recovery related to the audit findings.

Staff provided WSOC with a copy of a Charlotte-Mecklenburg Police Department permit for sound amplification at the Mecklenburg County Board of Elections, 741 Kenilworth Ave. The permit was issued to the Need to Impeach Charlotte group to "protest against Donald Trump and the RNC 2020 in Charlotte on public sidewalk" today, July 11.

Britt Clampitt
Communications Specialist
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)
Office: 704-336-4935 Mobile: 704-249-0759

From: Charlotte Communications & Marketing
Sent: Thursday, July 11, 2019 9:55 AM
To: _Charlotte Communications; Adams, Tina; Alcorn, Alexandra; City Manager's Executive Team; Communications Roundtable; Davidson, Tom; Freeman, Philip; Kelly, Stephanie; City Learning; McNeely, Erin; Office of Constituent Services; Root, Hope; Senior Leadership Team; SW Leadership Team
Subject: Charlotte's Daily Buzz



Thursday, July 11, 2019

Economic Development

[EXCLUSIVE: Panthers execs to tell MLS they have 60 suite commitments for expansion franchise](#)

[Panthers president touts 'extraordinary' response to MLS idea](#)

[Here's your last chance to see 'Miracle on the Hudson' plane before it goes in storage](#)

[Catching up at Riverbend: Developers ramp up final phase as HQ office, housing and retail space deliver](#)

Transportation and Planning

[Let Rivers Flood: Communities Adopt New Strategies for Resilience](#)

[What's threatening Charlotte's tree canopy?](#)

Across the City

[Mecklenburg County residents protest rate hike proposed by Piedmont Natural Gas](#)

Community Safety

[Lifeguards credited with saving teen who nearly drowned at YMCA pool](#)

[Anti-Violence Activists Call on Charlotte Leaders](#)

[Siblings killed weeks apart in Charlotte area, organization says](#)

[Facial recognition could be coming to Charlotte Douglas International Airport](#)

[TRAFFIC ALERT: Large tree falls, blocking busy east Charlotte road](#)

[Crime Stoppers: Police looking for duo that robbed west Charlotte gas station](#)

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:20 PM
To: Green, Krystal
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response

Background:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yorusef.

My cell is (980) 308-7116.

Thanks so much!
Nate

bk



Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202
P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Kelly, Brent
Sent: Thursday, July 11, 2019 5:24 PM
To: Green, Krystal; Lewis Jr., John M.
Cc: Brown, Kenneth; Holm, Christian
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

Original email:

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

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Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202
P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Clampitt, Brittany
Sent: Thursday, July 11, 2019 2:57 PM
To: Holm, Christian
Subject: FW: [EXT] Media Request

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 2:19 PM
To: Clampitt, Brittany <Brittany.Clampitt@ci.charlotte.nc.us>
Subject: [EXT] Media Request

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Britt,

Since Jeremy is off this week, I just wanted to let you know I just emailed all members of council about Monday's consent agenda vote regarding HNTB, requesting comment from each member. This is ahead of a story we expect will run tomorrow at 6 pm.

Here is the basic email I sent with some variation for those council members who previously received campaign contributions from HNTB:

Good Afternoon,

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Please let me know if any of the council members, mayor, etc want to address this.

Thanks!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Brown, Kenneth
Sent: Thursday, July 11, 2019 5:08 PM
To: Holm, Christian
Subject: FW: Draft 3/14
Attachments: CATS BLE Professional Services Audit Draft 031419.docx

From: McDowell, Gregory
Sent: Thursday, March 14, 2019 3:14 PM
To: Muth, John <jmuth@ci.charlotte.nc.us>
Cc: Terrell, Craig <caterrell@ci.charlotte.nc.us>; Tran, Hien <Hien.Tran@ci.charlotte.nc.us>; Brown, Kenneth <kebrown@ci.charlotte.nc.us>
Subject: Draft 3/14

John,

I'm not going to attempt to issue the RSM report along with this one.

While it's pretty much final, I'll still be receiving input from the CMO and CC&M, so you can still discuss with me, as needed. I hope to issue this by 3/26, but not sure what other steps I'll be taking before I get to that.

Regards,
Greg



Audit Report
Charlotte Area Transit System (CATS)
Blue Line Extension (BLE) Professional Services
March __, 2019 – *draft 3/14/19*

City Auditor's Office
Gregory L. McDowell, CPA, CIA

Audit Report
Charlotte Area Transit System (CATS)
Blue Line Extension (BLE) Professional Services
March __, 2019 *draft*

Purpose and Scope

The purpose of this audit was to determine whether the Charlotte Area Transit System (CATS) has adequate policies and procedures in place to establish labor and overhead rates with architecture and engineering (A&E) consultants and to verify actual labor and direct costs invoiced for the CATS LYNX Blue Line Extension (BLE). The audit focused on Construction Management Services provided by HNTB North Carolina PC.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

This report is intended for the use of the City Manager's Office, City Council, CATS and the Engineering and Property Management (E&PM) department.

Conclusion

The City's policies and practices, and the acceptance of an unfavorable indirect cost rate contributed to excess labor and overhead charges for Construction Management Services. Auditors questioned \$3-\$6 million in charges, or about 4-8% of the applicable contract. Some of these overpayments should be recovered.

Summary of Findings

The following findings are detailed, beginning on page 3:

1. *In contradiction of existing policy, CATS and E&PM accepted an unfavorable indirect cost rate for HNTB's BLE construction management contract, resulting in unnecessary costs of at least \$1.6 million. Cost comparison analyses of key rate decisions should be documented.*
2. *CATS and E&PM need to establish more effective controls over A&E consultant labor.*

As noted in the previous finding, base labor for the contract with HNTB was estimated at \$10.4 million. Actual base labor totaled over \$20 million through July 2018. While much of this labor increase can be attributed to construction delays, acceleration and unforeseen circumstances, there were opportunities to improve controls over A&E consultant labor and thereby limit excess costs. Specifically:

- A. Initial Pay Rates – City staff negotiated payroll rates at contract initiation that exceeded estimates, resulting in excess payments which cannot be calculated or recovered.
 - B. Pay Rate Increases – HNTB submitted pay rate increases for City payment during the year without prior approval or the City's knowledge. At least a portion of these unapproved expenses should be recovered.
 - C. Payroll Cost Verification – City staff did not verify reported payroll adjustments by periodically comparing reported wages to payroll documentation. The lack of this contract administration effort exposed the City to excess costs.
3. CATS and E&PM accepted contractor-proposed vehicle rates without performing adequate cost analysis. Choosing fixed rates or allowances for cost-plus contracts should be based upon documented cost analyses.

Background

The CATS LYNX Blue Line Extension (BLE) extends light rail transit service from the 9.6-mile LYNX Blue Line that opened in the South Corridor of Charlotte in 2007. The BLE is 9.3 miles in length with 11 new transit stations. Approximately 3,100 parking spaces are provided at the four stations with parking facilities, including three parking garages. The total cost of the project is expected to be over \$1.1 billion at close-out.

In order to design and oversee a project of this magnitude, the City contracted with various A&E firms for design, construction management and material testing services. CATS Procurement Policies provide a framework for the management of procurement processes. These policies ensure that the acquisition of goods and services conform to applicable federal, state and local laws and requirements. According to CATS records, professional service costs (consultants, City staff, fees and other) related to the BLE totaled about \$236 million, in the following categories, (categories include City staff costs, fees and other, with rounded amounts):

- Construction Administration and Management \$97 million
- Preliminary Management \$42 million
- Design and Construction Project Management \$37 million
- Final Design \$32 million
- Surveys, Testing and Inspection \$23 million
- Legal, Permits and Review Fees \$ 5 million

The largest contracts, with expenditures through October 2018:

BLE Professional Services Contracts As of 10/31/2018			
Vendor	Contract Description	Current Contract Value	Expenditures to Date
HNTB North Carolina PC	Construction Management Services	\$ 70,264,506	\$ 66,700,841
STV Inc.	Final Design and Construction Management	\$ 52,750,000	\$ 51,087,847
Kleinfelder Southeast, Inc.	Construction Materials Testing	\$ 10,886,360	\$ 10,798,210

Audit Findings and Recommendations

- 1. In contradiction of existing policy, CATS and E&PM accepted an unfavorable indirect cost rate for HNTB’s BLE construction management contract, resulting in unnecessary costs of at least \$1.6 million. Cost comparison analyses of key rate decisions should be documented.**

The CATS Procurement Manual requires staff to conduct a cost analysis upon receipt of an A&E cost proposal. The Record of Negotiation for the HNTB construction management contract (approved in March 2013) included documentation of discussions centered on the consultant’s proposed estimate of direct cost, labor hours, and overhead rates.

For federally funded projects, it is common for larger A&E consultants to establish two audited overhead rates – a home office and a field office rate – based on personnel roles. For a project the size of the BLE, it would be expected that individuals hired for construction management services would spend a majority of their time in the field, resulting in reduced need for home office overhead. Through March 2018, HNTB attributed 364,067 of 397,379 (91%) total direct chargeable hours to field personnel. However, HNTB’s policy states that the on-location service field office overhead rate is only used when the client provides the field office.

- Therefore, the City could have provided the field office and saved costs.

While one negotiation meeting agenda indicated that home and field office overhead rates were to be discussed, the record of negotiation did not include any specific notes regarding the final decision to have HNTB provide the field office.

Based on the agreed estimated hours, the following chart indicates that the difference in the approved HNTB field and home office overhead rates could have reached \$4.8 million at the time of contract negotiations.

Comparison of HNTB Home and Field Office Overhead Rates					
Based on December 2012 Cost Estimate					
Calculation of Base Labor:					
HNTB Labor	\$	25,904,122	From 12/5/2012 cost estimate, excludes OT		
Multiplier		<u>2.4824</u>	FAR Approved Overhead Rate Converted to Multiplier		
Base Labor	\$	10,435,112			
Labor Calculation Using Field Rates:					
Overhead Pool		Pct.	Base Labor	Multiplier	Total Labor
Home Office		8.38%	\$ 874,743	2.4824	\$ 2,171,462
Field Office		<u>91.62%</u>	<u>9,560,369</u>	1.9800	<u>18,929,531</u>
Total		100.00%	\$ 10,435,112		\$ 21,100,993
Difference:					
Labor as Negotiated			\$ 25,904,122		
Labor, Using Field Rate			<u>21,100,993</u>		
Difference			\$ 4,803,129		

Based on labor estimates at the time of negotiation, the City could have determined that providing a field office for HNTB would result in lower project cost if the field office costs were expected to be less than \$4.8 million.

In the record of negotiations, CATS and HNTB estimated the cost of a field office to be \$1.4 million and \$2.2 million, respectively, although no details were included to support those amounts. Auditors estimated the costs to provide HNTB with a field office to be \$3.1 million, which would have resulted in a savings of over \$1.6 million, as shown below.

Estimate of City Field Office Costs					
Item	Qty	Rate	Amount	Comments/Notes	
Rent	6 years	\$ 25	\$ 1,800,000	12,000 sq ft of office space @\$25/sq ft/yr	
Utilities	72 months	\$ 1,000	72,000		
Vehicles			-	The City agreed to pay these as direct costs	
Printing			-	The City agreed to pay these as direct costs	
Office Furniture	80 employees	\$ 2,000	160,000		
Computers	80 employees	\$ 5,000	400,000	One time rugged laptops	
Phone	72 months	\$ 55	316,800	80 cell phones	
Network Communications	72 months	\$ 1,000	72,000		
Reproduction Supplies	72 months	\$ 500	108,000	Three printers, leased per month	
Office Supplies	80 employees	\$ 500	<u>240,000</u>	Per employee, per year	
Field Office Cost			\$ 3,168,800		
Savings by Using Field Overhead Rate			\$ 4,803,129		
Field Office Cost			<u>3,168,800</u>		
Estimated Cost Savings			<u>\$ 1,634,329</u>		

Construction delays, salary increases, unforeseen circumstances and accelerated schedules resulted in additional HNTB labor charges. Through July 2018, HNTB's cumulative base labor was approximately \$20 million, resulting in a home to field office difference of approximately \$8.5 million.

Based on the calculations above, the nearly doubling of base labor would have increased the potential savings from establishing a field office from \$1.6 million to \$5.3 million. While the significant increase in base labor could not have been predicted, it is common for increases to occur. Therefore, if a cost comparison had been done, the \$1.6 million should have been recognized as a minimum savings option.

HNTB's overhead policy resulted in the City accepting a home office overhead rate that may not have accurately reflected the costs of providing services. The negotiation guidelines in the CATS Procurement Manual states the negotiation team should contact the appropriate CATS personnel throughout the process for advice or approval as required. There was no evidence in the record of negotiation this was done for the determination of the indirect cost rates.

Recommendation 1A: In accordance with established policy, CATS and E&PM should require documented cost comparison analyses when establishing A&E consultant overhead rates.

CATS and E&PM Response: Most of the City staff involved in the negotiation of the HNTB contract have since left the City and therefore CATS and E&PM have limited background regarding the specifics of the negotiation. Additional considerations beyond those listed above, such as risk to the City and staff resources to negotiate and manage the lease, likely factored into the decision for HNTB to provide the field office. CATS and E&PM agree that additional documentation should have been recorded and maintained in the records regarding the establishment of overhead rates. CATS and E&PM will document such cost comparison analyses in the future, effectively immediately for newly initiated procurements.

Recommendation 1B: CATS and E&PM should ensure that procurement staff on large A&E projects have sufficient knowledge and training to recognize potentially unfavorable labor and overhead rates and act accordingly (e.g. dispute audited rate, stop negotiations and move to next best qualified firm, request that the company establish a new overhead pool, or hire external consultants to pre-audit rates). Also, policies should be updated to require an expert review of field and home office determinations, to prevent excess costs that occurred on this project in the future. The City may choose to hire an external auditor, or utilize the City Auditor's staff.

CATS and E&PM Response: CATS and E&PM agree that additional expertise in the review of overhead rates would be valuable, and will seek to utilize City Auditor staff in this review as recommended, effective immediately for contracts greater than \$1 million in value and commensurate with project needs.

2. CATS and E&PM need to establish more effective controls over A&E consultant labor.

As noted in the previous finding, base labor for the contract with HNTB was estimated at \$10.4 million. Actual base labor totaled over \$20 million through July 2018. While much of this labor increase can be attributed to construction delays, acceleration and unforeseen circumstances, there were opportunities to improve controls over A&E consultant labor and thereby limit excess costs. Specifically:

- A. Initial Pay Rates – City staff negotiated payroll rates at contract initiation that exceeded estimates, resulting in excess payments which cannot be calculated or recovered.
- B. Pay Rate Increases – HNTB submitted pay rate increases for City payment during the year without prior approval or the City's knowledge. At least a portion of these unapproved expenses should be recovered.
- C. Payroll Cost Verification – City staff did not verify reported payroll adjustments by periodically comparing reported wages to payroll documentation. The lack of this contract administration effort exposed the City to excess costs.

A. Initial Pay Rates

Article 8 of the CATS Procurement Manual requires CATS to complete cost analysis for every procurement action. This includes verification of cost data through examination of one or more of the following: accounting records, certified payrolls, previously completed audits, and/or submittal by the contractor of cost data, certified to be his most recent cost and pricing information; and the evaluation of specific cost elements for reasonableness and appropriateness. Article 8.1.2 requires that “All cost analyses completed must be documented and filed in the contract file. The cost analysis document should identify the cost elements that were examined; provide a narrative discussion of the findings regarding offeror's estimates, and identify and reconcile any differences between CATS' position or estimated cost and the contractor's.”

CATS provided auditors with the cost estimate for Construction Management prepared as part of the overall BLE project cost estimate. The following table compares labor rates included as part of the BLE project cost estimate to rates negotiated with HNTB. (While the Cost Estimate rates are not prescriptive, the table provides an indication of the limited information used during negotiations.)

Title	Per BLE Cost Estimate	Per Initial Agreement
Principal		\$117
Project Controls Principal		\$115
Track/Systems Principal		\$105
Project/Construction Manager	\$ 77	\$100
Project Risk Analyst		\$ 92
Project Controls Manager	\$ 49	\$ 88
QA/QC Manager		\$ 79
Power System Integrator		\$ 78
Communications/Signals Lead Inspector		\$ 74
Systems Integration & Testing Manager		\$ 72
Station Finishes Inspector		\$ 67
Safety/Security Manager		\$ 66
Civil Resident Engineer	\$ 63	\$ 65
Railroad Coordinator		\$ 58
Operations Manager		\$ 58
Lead Track Inspector		\$ 51
Office Engineer	\$ 49	
OCE/Power Lead Inspector		\$ 48
Communications/Integration Manager		\$ 48
Traffic Control Coordinator		\$ 47
Field Engineer II	\$ 44	
Field Engineer I	\$ 39	
Inspector II	\$ 34	
Inspector I	\$ 29	
Administrative Support II	\$ 29	
Civil Segment A – Tech 4		\$ 28
Project Analyst		\$ 26
Administrative Support I	\$ 25	

Although the highest hourly rate included in the initial cost estimate prepared by STV was \$77, eight of 21 hourly rates included in the initial agreement with HNTB exceeded this rate. The table above indicates significant variability between estimated titles and rates and those negotiated with HNTB. According to the CATS Project Director, the cost estimate rates above were used to determine the overall project budget. The rates approved for HNTB were actual pay rates for the individuals determined to be appropriate and needed for the project. However, CATS staff could not provide documentation indicating how the differences in labor rates were reconciled and justified.

Recommendation 2A: (*Initial Pay Rates*) In accordance with established policy, CATS and E&PM should document differences between cost estimates and contractor proposed rates and provide narrative analysis of how these differences were resolved.

CATS and E&PM Response: The approval of initial pay rates is dependent on the experience and expertise determined to be needed as part of finalizing the scope of services. CATS and E&PM staff reviewed the proposed personnel and work plan and determined that the proposed personnel and rates were acceptable. CATS and E&PM agree that additional documentation on the negotiation of initial rates should have been maintained. CATS and E&PM will update policies and procedures to ensure such rates will be documented for professional service contracts in the future, effective immediately for newly initiated procurements.

B. Pay rate increases

The contract (Article 11.3.4 Compensation for Direct Labor Costs) states “Approved individual labor rate adjustments may be allowed no more than once annually and must be submitted to the City for approval no later than June 1st of each year. Once approved by the City, any adjustment to the individual labor rates shall be effective on Services or work performed beginning the 1st day of the July fiscal billing period and shall not result in an increase in the Total Price for Phase One.”

However, HNTB made 39 mid-year adjustments between FY14 and FY18. Although CATS and E&PM were aware of (and approved) adjustments made at July 1st each year, the Project Manager stated he did not approve the additional adjustments made outside the July 1st timeframe. CATS and E&PM did not have a control in place to detect the unauthorized pay increases and therefore paid the contractor through the monthly pay application process without question.

- The total value of these adjustments over the life of the contract exceeded \$1.3 million, or approximately 2.5% of (about \$52 million) direct labor and overhead billed through November 2018).
- While there is no documentation to support “ratification” of previously unapproved adjustments, accepting the mid-year adjustments as effective when annual increases were expected would reduce the inappropriate payments to about \$298,000 (approximately 0.6% of direct labor and overhead billed through November 2018).

Recommendation 2B: (*Pay Rate Increases*) CATS and E&PM should establish a control that would detect unauthorized pay rate changes. HNTB should reimburse the City \$298,000.

CATS and E&PM Response: CATS and E&PM note that adjustments in pay rates other than annual may be appropriate related to employee promotions or retention. However, as noted, these rate changes should be approved by the City. CATS and E&PM Project Managers currently spot check the pay rates included in the invoice against approved rates. CATS and E&PM will develop a form that the contractor will be required to submit with each invoice that certifies that all rates used in the invoice have been approved by the City. This form will be developed by April 1, 2019. CATS will seek the recommended reimbursement from HNTB.

C. Payroll Cost Verification

The CATS Procurement Manual requires staff to verify cost data. While reviewing certified payroll submissions is listed as one of the acceptable methods to verify cost data, the City's agreements with consultants also include the right to examine accounting records. Periodically exercising this right as warranted to review payroll data would provide additional assurance that labor charges are accurate and reasonable. City staff did not verify proposed (during contract negotiations) or adjusted (annual and mid-year raises) labor rates by viewing actual payroll registers or paystubs.

Auditors reviewed a sample of four payroll periods and observed that reported wages matched payroll registers for selected employees.

Recommendation 2C: (*Payroll Cost Verification*) CATS and E&PM should periodically compare base labor rates on consultant contracts to actual payroll data, as CATS' draft policy provides.

CATS and E&PM Response: As noted in this report, a review of payroll records by the Auditors found no issues; reported wages matched payroll registers. The City's agreement with the consultant includes the right to review payroll records. Contract administrators will determine the scope of testing throughout the contract. If discrepancies are suspected, CATS and E&PM will conduct a review of payroll records to determine if the rates are accurate. *Consideration will also be given to additional strategies like requesting payroll records for the initial invoices to ensure documentation and review expectations are clear as well as potential review of payroll records at prescribed and/or random intervals.*

3. **CATS and E&PM accepted contractor-proposed vehicle rates without performing adequate cost analysis. Choosing fixed rates or allowances for cost-plus contracts should be based upon documented cost analyses.**

The Construction Management Consultant (CMC) agreement with HNTB (Section 11.6.1) states that reimbursable expenses (or direct expenses) are only those listed, reasonable, actual expenses necessary for the accomplishment of the Services not otherwise compensated under the CMC's direct labor costs and indirect cost rates. Reimbursable expenses are further defined to include all vehicle and maintenance costs. The CMC agreement requires that the CMC submit accounting data identifying all direct costs for which payment is requested.

It appears that the City reached a verbal agreement with HNTB four months into the contract to pay fixed vehicle rates, despite contract language stipulating payment would be based on actual costs.

Following about two years of payment approvals based upon the verbal agreement, vehicle rates were established in the third Amendment (executed June 9, 2015) to the CMC agreement through inclusion of a schedule that stated:

The CMC shall invoice the City in accordance with the following pay structure that includes lease price, gas, maintenance, and accident allowance for all on-site activity for the duration of the project:

SUV vehicles: \$1,400/month
Standard Pick-up: \$1,150/month

The City chose to use fixed vehicle rates to decrease the administrative burden of reviewing actual vehicle expenses. Two years into the contract, the third amendment ratified the use of fixed vehicle rates. Prior to the amendment, the City paid HNTB \$485,630 for vehicle costs. Through July 2018, the City paid HNTB \$2 million for vehicle expenses.

HNTB provided auditors with a spreadsheet supporting the fixed vehicle rates. The rates were based on HNTB's "2010 cost based on actual avg. monthly costs" which were never verified or recalculated by the City. Without verifying or analyzing the HNTB cost data, the City cannot be assured that vehicle rates (accepted without backup) were reasonable. Auditors obtained lease agreements for 46 of 57 vehicles listed on all invoices and estimated the average cost for both SUV and pick-up trucks to be \$915 per month (including lease, fuel, maintenance and accident allowance). Additionally, 20 of the lease agreements contained a handwritten notation that the vehicles were sold. This would indicate HNTB owned the vehicles at the end of the lease and kept the proceeds from the subsequent sale.

Other agencies and entities have negotiated lower vehicle costs. For example, the North Carolina Department of Transportation (NC DOT) has established a rate of \$840 per month plus gas reimbursement of \$0.18 per mile for four-wheel drive vehicles. This rate would result in less monthly charges than the \$1,400 per month fixed rate (until approximately 3,220 miles in a given month were driven). Using the NC DOT approach would have resulted in monthly charges of about \$400 less per vehicle per month, or \$312,790 over the life of the contract. Consultants working on NC DOT projects are limited to the *lower* of their actual rates or the rates imposed by the NC DOT listed above.

Per review of invoices, HNTB negotiated mileage reimbursement rates with their subcontractors on this project, resulting in significantly lower vehicle costs, as mileage was generally less than 1,000 miles per month. Using mileage reimbursement rates (which were in place for subcontractors) would have resulted in \$865,529 (42%) in savings.

The Construction Audit and Cost Control Institute, Inc. (CAACCI) (has published "Pricing of Construction Contract Change Orders for Lump Sum (Fixed Price) and/or Unit Price Trade Contracts" – see Exhibit A attached to this report. Sections 4.1 and 4.2 establish a contractor's responsibility for submitting accurate cost and pricing data to support its change order proposals. The language gives the owner the right to post-approval contract price adjustments

if it is determined that the contractor submitted cost and pricing data (whether approved or not) that was inaccurate, incomplete, not current, or not in compliance with the terms of the contract. While the agreement with HNTB was a cost-plus contract, similar language could have been included, especially considering that the contract adjustment resulted in “fixed” vehicle costs. HNTB provided auditors with limited support for the vehicle rate calculations. Including contract language similar to that noted above would allow the City to expediently approve contractor proposals while retaining the right to recovery if subsequent audit determined pricing data was inaccurate or incomplete.

Recommendation 3A: In accordance with established policy, CATS should perform and document cost analyses for A&E consultant other direct costs, especially when establishing fixed rates or allowances for cost-plus contracts.

CATS and E&PM Response: CATS and E&PM agree that better documentation should have been maintained. CATS and E&PM will begin documenting such cost analyses, effective immediately for newly initiated procurements.

Recommendation 3B: CATS should require HNTB to provide cost or pricing data that supports the accepted vehicle rates and request reimbursement of any amount paid in excess of supported cost data, including proceeds from the sale of leased vehicles.

CATS and E&PM Response: Based upon the contract provisions included in Article 11 Compensation of the HNTB contract, the City is not required to pay for out-of-pocket expenses that are not reasonable and is entitled to documentation to support all costs for reimbursable expenses. In addition, pursuant to Article 10.9 City Audit and Section 12 of the Supplementary Conditions A, the City has the right to audit the CMC’s books, accounts and records regarding compensation paid by the City. Therefore, CATS will make the recommended request of HNTB by May 1, 2019. All back up documentation to support the monthly vehicle rates will be sought. If necessary, the Contract has a mandatory dispute resolution process which will be exercised to resolve the dispute.

Recommendation 3C: CATS should review the contract change order language in Exhibit A and incorporate similar language in future construction and A&E contracts, where appropriate.

CATS and E&PM Response: CATS and E&PM will review appropriate contract templates for Construction Management contracts, to determine appropriate changes to contract change order language. CATS and E&PM will provide Internal Audit with the changes to the contract language that will be included in CATS professional services contracts by June 1, 2019.

From: Kelly, Brent
Sent: Thursday, July 11, 2019 4:26 PM
To: Green, Krystal
Cc: Holm, Christian
Subject: Fwd: [EXT] Media Request

Let's talk

Sent from my iPhone

Begin forwarded message:

From: "Phipps, Gregory" <gaphipps@ci.charlotte.nc.us>
Date: July 11, 2019 at 4:17:27 PM EDT
To: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Subject: Fwd: [EXT] Media Request

FYI

Greg Phipps, Councilmember
City Council District Four
Government Center
600 E. Fourth Street
Charlotte, NC 28202

"Working for a Stronger Charlotte"

704-336-3436 (office)
704-574-7226 (mobile)
704-632-8510 (e-fax)

Budget & Effectiveness Committee Chair;
Transportation & Planning Committee Member;
Charlotte Regional Transportation & Planning Organization Delegate (CRTPO);
Catawba Wateree Citizens' Water Academy Graduate;
NASCAR Hall of Fame Advisory Board Member;
University City Partners Board Member

Begin forwarded message:

From: "Morabito, Nate" <NMorabito@wcnc.com>
Date: July 11, 2019 at 2:15:17 PM EDT
To: "gaphipps@charlottenc.gov" <gaphipps@charlottenc.gov>
Subject: [EXT] Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender. Please click the Phish Alert button to forward the email to Bad.Mail.

Good Afternoon,

Hope you are well! I'm working on a story that will likely air tomorrow at 6 pm about the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. What was especially interesting is that, during the Consent Agenda part of Monday's meeting, no council members even addressed the situation.

Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Green, Krystal
Sent: Thursday, July 11, 2019 5:35 PM
To: Kelly, Brent
Cc: Brown, Kenneth; Holm, Christian; Clampitt, Brittany
Subject: Fwd: Draft Response to HTNB

Sent from my iPhone

Begin forwarded message:

From: "Kinard, Olaf" <kkinard@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:33:43 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>
Subject: Re: Draft Response to HTNB

- CATS has contractual language to recover and CATS is evaluating those cost recovery options related to the audit findings.

Olaf Kinard
704-336-2275
Director Marketing, Communications & Technology
Kkinard@charlottenc.gov
Sent from my iPhone

On Jul 11, 2019, at 5:28 PM, Green, Krystal <KMGreen@ci.charlotte.nc.us> wrote:

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Brent" <Brent.Kelly@ci.charlotte.nc.us>
Date: July 11, 2019 at 5:24:04 PM EDT
To: "Green, Krystal" <KMGreen@ci.charlotte.nc.us>, "Lewis Jr., John M." <John.Lewis@ci.charlotte.nc.us>
Cc: "Brown, Kenneth" <kebrown@ci.charlotte.nc.us>, "Holm, Christian" <Christian.Holm@ci.charlotte.nc.us>
Subject: Draft Response to HTNB

Several of you received similar emails from WCNC (Nate Maravito) regarding a contract with HNTB to continue and complete work on the Blue Line Extension (BLE). Below is some background information:

- City audit findings from March 22, 2019 highlighted unnecessary HNTB costs of at least \$1.6 million. CATS is evaluating current cost recovery options related to the audit findings.
- As outlined in the request for Council action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- The request for Council action (RCA) was amendment #10 for \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the BLE and continuing to use their services is cost effective.

(My decision to vote on city business is not related to campaign support received.)

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Thanks so much!
Nate

bk

<image001.jpg>

Brent J Kelly

Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Green, Krystal
Sent: Friday, July 12, 2019 2:33 PM
To: Holm, Christian
Subject: RE: Draft Response to HTNB

Can you send me the final of what went to Council. Thanks!

From: Holm, Christian
Sent: Thursday, July 11, 2019 5:29 PM
To: Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>; Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>
Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>
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Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

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Brent J Kelly
Chief Marketing Officer
600 E. 4th St | 15th Floor | Charlotte, NC 28202



From: Kelly, Brent

Sent: Thursday, July 11, 2019 5:24 PM

To: Green, Krystal <KMGreen@ci.charlotte.nc.us>; Lewis Jr., John M. <John.Lewis@ci.charlotte.nc.us>

Cc: Brown, Kenneth <kebrown@ci.charlotte.nc.us>; Holm, Christian <Christian.Holm@ci.charlotte.nc.us>

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My cell is (980) 308-7116.

Thanks so much!

Nate

bk



Brent J Kelly
Chief Marketing Officer

600 E. 4th St | 15th Floor | Charlotte, NC 28202

P: 704-301-0475 | Brent.Kelly@CharlotteNC.gov | www.charlottenc.gov



Visit CLT250.com to learn more

From: Brown, Kenneth
Sent: Friday, July 12, 2019 6:21 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily summary and events

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Ken Brown
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Charlotte Communications & Marketing

City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

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Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
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Office: 704-336-5863 Mobile: 980-254-3299

From: Burch, Amanda
Sent: Thursday, July 11, 2019 2:15 PM
To: Dimple Ajmera (dimpletajmera@gmail.com)
Subject: FW: [EXT] Media Request

From: Morabito, Nate [mailto:NMorabito@wcnc.com]
Sent: Thursday, July 11, 2019 2:15 PM
To: Ajmera, Dimple <Dimple.Ajmera@ci.charlotte.nc.us>
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Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



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Sent: Friday, July 12, 2019 8:54 AM
To: Dimple Ajmera (dimpletajmera@gmail.com)
Subject: FW: MEDIA INQUIRY: Blue Line Extension Contract Amendment

From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola <vlyles@ci.charlotte.nc.us>; Eiselt, Julie <Julie.Eiselt@ci.charlotte.nc.us>; Mitchell, James <James.Mitchell@ci.charlotte.nc.us>; Winston, Braxton <Braxton.Winston@ci.charlotte.nc.us>; Ajmera, Dimple <Dimple.Ajmera@ci.charlotte.nc.us>; Egleston, Larken <Larken.Egleston@ci.charlotte.nc.us>; Harlow, Justin <Justin.Harlow@ci.charlotte.nc.us>; Mayfield, LaWana <lmayfield@ci.charlotte.nc.us>; Phipps, Gregory <gaphipps@ci.charlotte.nc.us>; Newton, Matthew <Matt.Newton@ci.charlotte.nc.us>; Bokhari, Tariq <Tariq.Bokhari@ci.charlotte.nc.us>; Driggs, Edmund <edriggs@ci.charlotte.nc.us>; Jones, Marcus <Marcus.Jones@ci.charlotte.nc.us>
Cc: Joy-Hogg, Sabrina <Sabrina.Joy-Hogg@ci.charlotte.nc.us>; Dodson, Tracy <Tracy.Dodson@ci.charlotte.nc.us>; Eagle, Kim <keagle@ci.charlotte.nc.us>; Kay, Jason <jkay@ci.charlotte.nc.us>; Johnson, Victoria <vojohnson@ci.charlotte.nc.us>; Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>
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From: Kelly, Brent
Sent: Friday, July 12, 2019 10:21 AM
To: Bokhari, Tariq
Subject: Audit

Categories: FYI

HTTB was focus.

HNTB is "chief-Engineer" on project.

<https://charlottenc.gov/audit/FY2014%20Reports/19-13%20CATS%20BLE%20Professional%20Services.pdf>

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Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Kelly, Brent
Subject: Daily Summary

Categories: City News

Mayor and Council,

Below is expected weekend media coverage and a list of upcoming events. Enjoy your weekend.

Media

- A Mecklenburg County Commissioner recently received a letter containing racist remarks. The Charlotte-Mecklenburg Police Department (CMPD) is aware of the letter and detectives are working to identify the source responsible for drafting and forwarding the content. Anyone with additional information is asked to call Crime Stoppers at 704-334-1600.
- WBTV inquired about the city's internal audit review of the Construction Management At-Risk (CMAR) contracting method for complex construction projects. The CMAR approach was discussed in an Aug. 26, 2019, memo to City Council that included updates on four capital projects. The city provided the following statement to WBTV, which plans to air a story on Monday:
 - *It is standard practice for city's Internal Audit Office to evaluate the efficiency and effectiveness of operations.*

#CLTCC

- There are no scheduled City Council business or committee meetings next week.

City of Charlotte community engagement

Event	Location	Date	Details
TOD Alignment Rezoning Public Meeting	Camino Community Center 133 Stetson Dr.	Tuesday, Sept 10 11 a.m. – 1 p.m. and 4 – 7 p.m.	
Open Streets 704	Four Miles between West End and Dilworth	Sunday, Sept. 15, 1 - 5p.m.	Open Streets 704 aims to build a better, healthier, connected community by encouraging Charlotte and Mecklenburg area residents to walk, bicycle, and experience the city together in a way that's just not possible in a car.

Charlotte International Cabinet	Wednesday, September 18, 7:30-9:30am, CMGC Room 267	Wednesday, September 18, 7:30-9:30am	The Cabinet meets on the 3rd Wednesday of every month. These monthly meetings are open to everyone and the public is encouraged to attend.
National Drive Electric Week Celebration	Levine Avenue of the Arts (137 Levine Avenue of the Arts)	Wednesday, September 18, 11am-2pm,	The City of Charlotte, Duke Energy and Centralina Clean Fuels Coalition invite the community to celebrate National “Drive Electric” Week. If you own a plug-in vehicle or want to learn more about them, come to the Levine Avenue of the Arts between the Mint and Bechtler Museums. You’ll see the latest electric vehicles on the market, including Tesla, Chevrolet, Fiat, Toyota and more. The event will also feature speakers, live music and giveaways. Partner organizations will be on hand to share information about electric vehicles and other sustainability initiatives.

- Charlotte’s ToolBank Tour + Block Party will be held on Monday, Sept. 9, from 5:30 p.m. to 7 p.m. in the Charlotte Community ToolBank, 2513 S. Tryon Street. The event will have rental equipment set up to demonstrate what your neighborhood's event might look like. Come join the City of Charlotte's Community Engagement team and Charlotte Community ToolBank for drinks and snacks.
- The Citizen’s Review Board will meet Tuesday, Sept. 10, from 4:30 p.m. to 6:30 p.m. in room 270-271.
- The CBI Advisory Committee will meet Wednesday, Sept. 11, from 8 a.m. - 9:30 a.m. in room 280. This monthly meeting will review MWSBE utilization and discuss ways to enhance diversity in city procurement.

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- [2019’s Best & Worst Cities to Drive in](#)
- [How a field trip inspired thousands to sign an anti-racist Charlotte Unity Letter](#)
- [Charlotte Fire crew to help Carolina coast with Dorian impacts](#)
- [CMPD’s social media recruitment making progress in filling 180 officer vacancies](#)
- [Proposed light rail extension line includes stops in Ballantyne and Pineville](#)
- [City to begin talks for transportation center redevelopment](#)

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- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](https://www.charlotte-nc.gov/600-E-Fourth-Street-Suite-200-Charlotte-NC-28202)
Office: 704-336-5863 Mobile: 980-254-3299

From: Brown, Kenneth
Sent: Friday, June 28, 2019 6:28 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily Summary and Events

Mayor and Council,

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Media

- Media have inquired about the role the LYNX Light Rail played in Lowe’s decision to bring its global technology center to South End. Charlotte Area Transit System (CATS) staff has provided the following response:
 - *CATS is excited that Lowe’s has chosen to locate its global technology hub adjacent to the LYNX Blue Line East/West Station. Several companies, such as Lending Tree, Regions Bank and Dimensional Fund Advisors, have also recently announced that they are locating in close proximity to a Blue Line station. Rapid transit continues to play an important role in supporting the economic engine and making it attractive to businesses to locate to the Charlotte region. CATS does not have projections on how much ridership this new business might generate.*
 - Media have also inquired about the specific location of the technology center. The city has not publicized a permanent address for the new facility.
- CATS, along with MYEP and Carowinds, conducted an interview with WBTV about Route 42 – Carowinds. The story highlighted a teen Carowinds employee who uses the 42 to commute to work. Route 42 provides teens with access to job opportunities where they can learn life skills. The story touches on the 14-year partnership between CATS, MYEP (Housing and Neighborhood Services) and Carowinds. Route 42 is funded by the three organizations. You can watch the story, [here](#).
- On Thursday, two Housing and Neighborhood Services Code Enforcement employees approached a man who was preparing to jump from the Benfield Road overpass at I-485 in a possible suicide attempt, and convinced him not to jump. One of the employees, Kristin Davis, has agreed to be interviewed Monday by media to discuss the situation’s positive resolution.
- In response to a public records request, staff provided WSOC with Internal Audit Supervisor Craig Terrell’s emails from April 30 to May 2.

#CLTCC

- The previously scheduled City Council Strategy Session on Monday, July 1, has been canceled.
- As a reminder, City Council will move to its summer schedule in July and August and will only hold one Business Meeting/Public Forum each month.

City of Charlotte community engagement

Event	Location	Date	Link
Dream Center Block Party (with CMPD/multi-church community)	Thomasboro Academy 538 Bradford Drive	Saturday, June 29 noon – 3 p.m.	Dream Center Block Party

Templo Remenete Health Fair	Asamblea Apostolica 7141 Robinson Church Road	Saturday, June 29 10 a.m. to 2 p.m.	Templo Remenete Health Fair
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- The Citizen’s Review Board will meet Tuesday, July 9, 4 – 6 p.m. in room 270-271. The Board may hear complaints of officer misconduct that fall into five categories: use of force, arrest, search and seizure, conduct unbecoming, arbitrary profiling and discharge of a firearm by an officer which results in the death or injury of a person.

Additional updates

CATS Blue Line Extension Audit Report

Staff resource: Greg McDowell, 704-336-8085, gmcowell@charlottenc.gov

Linked below is the CATS Blue Line Extension audit report, completed for Internal Audit by the consulting firm RSM. This effort was conducted concurrently with Internal Audit’s review of CATS BLE Professional Services agreements, which focused on the HNTB contract. The results of that audit were addressed in our report issued March 22, 2019.

RSM’s audit addressed controls over construction management processes and controls, in selected areas. CATS and EPM have agreed to address issues raised in both recent reports – Internal Audit’s March 2019 report, along with the attached. Future audits will consider RSM observations related to Retainage and Change Order/Contingencies.

[View the CATS Blue Line Extension Audit Report here.](#)

2019 State Legislative Report #21

Staff resource: Dana Fenton, 704-336-2009, dfenton@charlottenc.gov

Linked below is the Week 21 State Legislative Report. Please contact Dana Fenton if you have any questions.

[View the Week 21 Legislative Report here.](#)

Positive Buzz

- [Why Lowe’s is convinced Charlotte has the IT talent to keep pipeline full at planned tech center](#)
- [Flying out of CLT? Look for these changes](#)
- [Krispy Kreme quietly opens South End office. Soon, you can sample new doughnut recipes](#)
- [Getting more of the Charlotte region on track for transit](#)
- [Regional communities around Charlotte signal support for transit](#)
- [Charlotte transit chief outlines priorities for expansion](#)
- [Charlotte becomes first city to approve immigration compact](#)
- [Source: Panthers owner wants MLS team in Charlotte by end of year](#)
- [Everyday Hero: Charlotte Man Learns from Past to Help Combat City’s Violence](#)

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#CLTCC

- City Council will hold a Zoning Meeting on Monday, July 15, starting at 5 p.m. in room CH-14 and continues at 5:30 p.m. in the Meeting Chamber for Zoning Decisions and Hearings
- The Neighborhood Development Committee meets Wednesday, July 17, 2 – 3:30 p.m., in room 280

City of Charlotte community engagement

Event	Location	Date
Bridging the Difference – Clergy and Faith Leaders – Bridging Community (This event is for Charlotte faith leaders, NOT the general public)	Johnson & Wales University – Hance Auditorium (801 W. Trade St.)	Thursday, July 18 7 – 8 p.m.
QC Hoops for Youth	Queens University – Levine Wellness Center (2201 Wellesley Ave.)	Saturday, July 20 Doors open at 8:30 a.m.

- The Arts & Science Council and the City of Charlotte invite everyone to join the West End Public Art Workshop on Saturday, July 13, from 11 a.m. to noon at the James B. Duke Library at Johnson C. Smith University. Your engagement will assist the artist collective of Stacy Utley, David Wilson and Edwin Harris of Evoke Studio in their final design for the upcoming public artworks commissioned for the Five Points Plaza and West Trade Street Enhancements at the I-77 Underpass projects in the West Trade/Rozzelles Ferry CNIP.
- The GrierTown Solidarity Stop the Violence Day is set for Sunday, July 14, from 1 to 5 p.m. at the Grier Heights Community Center, 3100 Leroy St. The event will include live entertainment, speakers and a roundtable discussion on issues important to the community.

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- [8 80 Cities’ Emerging City Champions Make Change Where It Matters](#)
- [Construction wraps up on long-anticipated Corning headquarters in Charlotte](#)
- [Self-driving cars expected to dominate Charlotte roads by 2030. Here’s how we’ll get there](#)
- [How Charlotte ranks in recreation among NC cities](#)

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Office: 704-336-5863 Mobile: 980-254-3299

From: Morabito, Nate <NMorabito@wncn.com>
Sent: Wednesday, January 30, 2019 2:43 PM
To: Driggs, Edmund
Subject: [EXT] Media Request

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please forward all suspicious email to bad.mail@charlottenc.gov.

Good Afternoon Councilmember Driggs,

I wanted to make you aware of a story that will air tomorrow (Thursday at 6 pm) on NBC Charlotte. It's about Charlotte's storm water network and it's continued accessibility to the public and people who would want to do harm. A former reporter here first did a story about the issue in 2012 before the Democratic National Convention and we thought it wise to follow back up considering the NBA All-Star Game and Republican National Convention are headed here.

Here's a link to the previous story and our recent blog and podcast:

<https://www.wncn.com/article/news/investigations/blog-whats-being-done-to-secure-charlottes-underground-tunnels/275-3b42103e-e570-4b3d-9cba-352f2da10c96>

Bottom line, nothing stopped us from entering one of the same tunnels. It appears the city has added "No Trespassing" signs since the first story aired, but it was so faded on the tunnel we entered, we didn't even notice it until we were leaving.

Former FBI assistant director Chris Swecker says this is a continued risk for the city any day of the year.

In response to our questions, the city released this statement:

"To reiterate, safety is the City of Charlotte's top priority and for that reason it is our practice to keep security details confidential. Additionally, only trained individuals should enter or attempt to enter the storm drainage system.

The storm drainage system is a large network of structures, ditches, pipes and streams that carry stormwater through our community. The system reduces the risk of street and structure flooding. Storm Water Services uses an educational outreach approach to reduce the amount of litter entering the storm drainage system and streams. For example, Storm Water Services works with volunteers through its Storm Drain Marking and Adopt-A-Stream programs.

Charlotte-Mecklenburg Storm Water Services may use signage on a case-by-case basis, but it does not maintain a list of when or how many locations."

The point of this email is to make you aware of the story and to let you know I will be contacting you Friday morning for a response.

In the meantime, if you know of anything else that would ease the public's concern about this specific issue, please let me know.

Thanks!
Nate

Cell (980) 308-7116

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 2:17 PM
To: Driggs, Edmund
Subject: [EXT] Media Request

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Good Afternoon,

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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Saenz, Hunter <HSaenz@wcnc.com>
Sent: Tuesday, July 9, 2019 5:16 PM
To: Driggs, Edmund
Subject: [EXT] WCNC Inquiry

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Hi there Councilman Driggs,

I'm Hunter Sáenz, a reporter with NBC Charlotte. I'm the new City Council and County Board beat reporter for our station. I was wondering if there was a good time this week to meet you, introduce myself, and ask you a couple of questions as I embark on this new position?

Thank you for your time,

Hunter Sáenz

Reporter | NBC Charlotte

704.589.0588

Twitter: @Hunt_Saenz

Facebook: <https://www.facebook.com/huntsaenz/>



From: Driggs, Edmund
Sent: Thursday, July 11, 2019 3:18 PM
To: Kelly, Brent
Subject: Fw: [EXT] Media Request

Brent,

I do not intend to engage on this, and I have not received campaign donation from HNTB, but I'm wondering if we have any background information about the contract amendment and the allegations about HNTB.

Ed Driggs
Charlotte City Council District 7
(704) 432-7077

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 2:17 PM
To: Driggs, Edmund
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Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



WCNC-TV  **WCNC.com**
Looking Out For You.

From: Driggs, Edmund
Sent: Wednesday, July 10, 2019 11:32 AM
To: Saenz, Hunter
Subject: Re: [EXT] WCNC Inquiry

Happy to meet with you. Give me a call at (704) 574-7262 to work out a time/place.

Ed Driggs
Charlotte City Council District 7
(704) 432-7077

From: Saenz, Hunter <HSaenz@wcnc.com>
Sent: Tuesday, July 9, 2019 5:16:29 PM
To: Driggs, Edmund
Subject: [EXT] WCNC Inquiry

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Office: 704-336-5863 Mobile: 980-254-3299

From: Burch, Amanda
Sent: Friday, July 12, 2019 10:33 AM
To: Egleston, Larken
Subject: Emailing: Meeting Requet - July 3rd - July 12th
Attachments: Meeting Requet - July 3rd - July 12th.docx

- 1) One-Year Anniversary Celebration Happy Kat Candles & Gifts – Saturday, July 13th 1-5pm. (Email Dated: 7/11/19 at 8:19am)
- 2) Jesse Oppenheim would like to meet with you to discuss ways that he can get further involved in the community. (Email Dated: 7/11/19 at 9:13pm)
oppenheimj@gmail.com
- 3) Media Request: Nate Morabito Re: the City Council's decision to approve a contract amendment for HNTB's BLE project for up to \$4.2 million despite the company's documented overbilling previously. Story is scheduled to air, Friday, July 12th at 6pm. (Email Dated: 7/11/19 at 2:16pm)
- 4) The Charlotte NEXT Kick-Off Event - Monday, July 29th from 6:30p-7:30p at Heist Brewery in NoDa. Rsvp is due by Monday, July 22nd. (Email Dated: 7/11/19 at 1:12pm)
- 5) Save the Date - Care Ring "HOPE" Luncheon, October 10, 2019
- 6) QNotes Press Inquiry- Climate Change – Camilla Cannon is doing a piece on efforts to address climate change among Charlotte public representatives and I would love to get your perspective on the issue. Deadline is Thursday, July 18th. (Email Dated: 7/11/19 at 12:02pm)
- 7) One-Year Anniversary Celebration Happy Kat Candles & Gifts – Saturday, July 13th 1-5pm. (Email Dated: 7/11/19 at 8:19am)
- 8) Request from Benjamin Cuevas to attend and say a few words during Plaza Midwood National Night Out on Tuesday, August 6th. (Email Dated: 7/10/19 at 8:56pm)
- 9) WCNC Media Inquiry: Hunter Saenz is the new City Council and County Board beat reporter for WCNC and would like to meet with you introduce himself, and ask you a couple of questions as he embarks on this new position. (Email Dated: 7/9/19 at 5:11pm)
- 10) Mr. Christopher Land with YBLA asked that Councilmembers Mitchell, Phipps, Mayor Pro Tem Eiselt, Newton, Driggs, Mayfield, Egleston, Harlow and Ajmera join him in a meeting of the Young Black Leadership Alliance (YBLA) and the Toastmasters Group on **Tuesday, July 16, at 1:15 p.m. in the CMGC, Room 266**. There will be 25 students in attendance. (Email Dated: 7/9/19 at 2:22pm)
- 11) Zach Worsham would like to meet with you to discuss an affordable housing project that they are proposing off of Milton road and Barrington Dr. (Email Dated: 7/8/19 at 8:38am)
zworsham@winterwoodonline.com

- 12) Al Austin invited you to drop in and fellowship with him and 40 students from the North Carolina Department of Transportation HBCU (Historically Black Colleges and Universities) Summer Intern Program on Thursday, July 25th at 11:30am in Charlotte City Hall, Room 267. (Email Dated: 7/8/19 at 10:05am)

- 13) Kevin Glover would like to schedule a meeting with you can come together to help the local music scene to go national. (Email Dated: 7/8/19 at 9:59am)
kevanglover2@gmail.com

- 14) DCA President, Urgent Meeting Request Re: Rezoning Petition 2018-163. (This may have already been scheduled....Email dated: 7/3/19 at 5:21pm)

- 15)

From: Brown, Kenneth
Sent: Friday, July 12, 2019 6:21 PM
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Office: 704-336-5863 Mobile: 980-254-3299

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 2:16 PM
To: Harlow, Justin
Subject: [EXT] Media Request

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To: Mayfield, LaWana
Subject: [EXT] Media Request

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My cell is (980) 308-7116.

Thanks so much!
Nate

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From: Tatiana Moreland <tatianamoreland@gmail.com>
Sent: Friday, July 12, 2019 1:54 PM
To: Mayfield, LaWana
Cc: Oliver, Kimberly; annie.fiadjigbe@icloud.com
Subject: [EXT] Thank you for speaking with us

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Hi Council Member Mayfield,

We cannot thank you enough for taking the time to talk with us yesterday afternoon about denying rezoning petition 2019-008.

Here is the [study](#) you were interested in seeing. WCNC covered the study in this [article](#). We understand Council is only one body of local government and can only do so much. We appreciate the work you accomplish.

Please feel free to share our discussion yesterday and the below points with your Council colleagues.

The Community voted No on 2019-008 by an overwhelming majority because:

- a) the project proposes extreme and aggressive density (R5-R56)
- b) the proposed land use doesn't fit with the BARP
- c) the proposed land use doesn't align with the neighborhood's current goals for development

If Council wants people involved in the area plans, then it can't go against community wishes.

We hope that after you've had a chance to consider all of the information you'll vote with the Community and deny the proposed land use.

Thank you so much again! Have a great weekend!

Sincerely,

Tatiana Moreland
(909) 539-7541
tatianamoreland@gmail.com

From: Saenz, Hunter <HSaenz@wcnc.com>
Sent: Tuesday, July 9, 2019 5:12 PM
To: Mayfield, LaWana
Subject: [EXT] WCNC Inquiry

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Hi there LaWana,

I'm Hunter Sáenz, a reporter with NBC Charlotte. I'm the new City Council and County Board beat reporter for our station. I was wondering if there was a good time this week to meet you, introduce myself, and ask you a couple of questions as I embark on this new position?

Thank you for your time,

Hunter Sáenz

Reporter | NBC Charlotte

704.589.0588

Twitter: @Hunt_Saenz

Facebook: <https://www.facebook.com/huntsaenz/>



From: Saenz, Hunter <HSaenz@wcnc.com>
Sent: Thursday, July 11, 2019 7:04 PM
To: Mayfield, LaWana
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Hi there,

Hunter here with NBC Charlotte. I am working on a story in regards to a neighborhood in your district. I was wondering if you had a couple minutes to talk with me for our report tonight?

Thank you,

Hunter Sáenz

Reporter | NBC Charlotte

704.589.0588

Twitter: @Hunt_Saenz

Facebook: <https://www.facebook.com/huntsaenz/>



WCNC-TV  **WCNC.com**
Looking Out For You.

From: Mayfield, LaWana
Sent: Thursday, July 11, 2019 2:52 PM
To: Joy-Hogg, Sabrina
Subject: Fwd: [EXT] Media Request

FYI

“When You Know Your “WHY” stay true to self and the Higher Power”

Council-Member
LaWana Mayfield
City Council District 3

Begin forwarded message:

From: "Morabito, Nate" <NMorabito@wcnc.com>
Date: July 11, 2019 at 2:15:41 PM EDT
To: "lmayfield@charlottenc.gov" <lmayfield@charlottenc.gov>
Subject: [EXT] Media Request

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Follow Up Flag: Follow up
Flag Status: Flagged

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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment

Follow Up Flag: Follow up
Flag Status: Flagged

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](https://www.charlotte-nc.gov/600-E-Fourth-Street-Suite-200-Charlotte-NC-28202)
Office: 704-336-5863 Mobile: 980-254-3299

From: Newton, Matthew
Sent: Saturday, July 13, 2019 8:46 PM
To: Saenz, Hunter
Subject: Re: [EXT] WCNC Inquiry

Hi Hunter,

Sorry for the late reply. My calendar is pretty swamped next week. I can do a telephone call on Tuesday or Thursday, or meet at the government center around 2:30/3:00 on Wednesday. Would any of those options work for you?

Matt

Sent from my iPad

On Jul 9, 2019, at 5:06 PM, Saenz, Hunter <HSaenz@wcnc.com> wrote:

EXTERNAL EMAIL: This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

Hi there Matt,

I'm Hunter Sáenz, a reporter with NBC Charlotte. I'm the new City Council and County Board beat reporter for our station. I was wondering if there was a good time this week to meet you, introduce myself, and ask you a couple of questions as I embark on this new position?

Thank you for your time,

Hunter Sáenz

Reporter | NBC Charlotte

704.589.0588

Twitter: @Hunt_Saenz

Facebook: <https://www.facebook.com/huntsaenz/>

<Outlook-y1pklahd.png>

From: Tynes, Billie
Sent: Friday, July 12, 2019 3:56 PM
To: _City Clerk; Alexander, Lynn; Amaniampong, Patricia; Blue, Tamara; Buckley, Daniel; Canter, Maria; Cappetta, Meg; Conard, Samantha; Conner, Julia; Cook, Robert; Crump, Jeannine; Davis, Shavon; Dellert-O'Keef, Judy; D'Elosua, Sandy; Doris Boris; Erin Taylor; Fenton, Dana; Ferko, Alyson; Fisher, Danielle; Fisher, Steven; Ford, Paulus; Freeman, Philip; Gaertner, Mary; Gilleland, Elissa; Goodwin, Alan; Gordon, Alexis; Gray, Stewart; Grier, Angela; Hamilton-Childres, Elyse; Harpst, Kristina; Harrell, Maria; Helm, Erika; Hill, Jonathan; Hobbs, Richard; Holm, Christian; Huntley, Amesia; Huntley, Trenton; Jackson, Denada; Jackson, Jerriane; Jenkins, Gwendolyn; John Rocco ; Keich, Linda; Kelly, Stephanie; Kenya Lewis; Knox, Lynn; Kopf, Larry; Kristi Douglas; Kunze, Emily; Leite, Candice; Lewis Jr., John M.; Lindesay, Latoya; Maynard, Angela; Miller, Gwenarda; Montanez, Samuel; Neal, Terra; Neely, Cheryl; Nelson, Eric; Office of Constituent Services; Phelps, Tyralyn; Plummer, Amy; Porter, Timothy; Renyhart, Shawn; Rorie, Candice; Sanchez, Kirsty; Scott, Alicia; Sheelor, Jacquelyn; Stephen, Myrette; Storey, Nicole; Stuart, Elizabeth A; Thompson, Renee; Thomson, Theo; Trobaugh, Walter; Wallace, April; Warren, Tabitha; Washam, William; Weckenman, Anthony, J.; Weicken, Duretta; Whitcomb, Gail; Whitener, Jennifer; Yaffe, Emily; Young, Pam; 311 Management; Askew, Reenie; Batts, Phyllis; The Mecklenburg Times3; Bing, Wendy; Brown, Kenneth; Burney, Alban; Burris, Bonnie; Cagle, Brent; Campbell, Debra; _City Attorney; _City Clerk; Crump, Steve; Davis, Lee; Dove, Rodney; Driggs, Edmund; Eagle, Kim; Eaton, Nicole; Elkins, Susan; Eskridge, Holly; Ethridge, Traci; Frost, Jennifer; Gibbs, Tim; Gothie, Wanda; Hagemann, Robert; Hancock, Susan; Harry, Coleen; Hedrick, Ashley; Hooper, Wilson; Jackson, Marjorie; Jami Sims; Johnson, Carolyn; Johnson, Victoria; Jones, Alesha; Jones, Janet (Jay); Kimble, Ron; King, Deanna; King, Krystal; Kinne, Erin; Kinsey, Patsy; Latos, Allison; Lee, Sharon; Levine, Mindy; Long, Jennifer; Lyles, Viola; Mayfield, LaWana; McDowell, Gregory; Mitchell, Amy; Mumford, Patrick; Phipps, Gregory; Pleasant, Danny; Powell, Jr., John Kennedy; Powers, Thomas; Price, Pamela; Price, Phyllis; Putney, Kerr; Ratchford, Willie; Ratcliffe, Lauren; mrumsey@WFAE.org; Smith, Pam; Steiner, Bryan; Stoogenke, Jason; Swett, Tracy; Thompson, Jennifer; Wagner, Ryan; Warren, Natasha; WBTV; WCNC Assignment Desk; Radio, WFAE; Williams, Nancy; Desk, WSOC Assignment; Yi, Hyong; Young, Kirkham; Zimmerman, Atalie
Subject: Charlotte Citywide Meeting Calendar - July 2019
Attachments: July 2019 Citywide Meeting Calendar.pdf
Categories: Green Category

Good Afternoon,

Attached please find the Citywide Meeting Calendar for July 2019. Changes are noted in red. This information is also available online at: <http://charlottenc.gov/Pages/Events.aspx>

Please feel free to contact me with any questions.

Thanks,

Billie F. Tynes

Office Manager | Office of the City Clerk
600 East Fourth Street, Charlotte, NC 28202
P: 704.336.7493 | F: 704.336.7588
www.charlottenc.gov/cityclerk

CITY OF CHARLOTTE
CITYWIDE MEETING SCHEDULE
July 2019

Title	Location	Address	Date	Start Time	End Time
US Conference of Mayors Annual Meeting	Honolulu, HI	Honolulu, HI	Monday, July 01, 2019	8:00 AM	5:00 PM
Charlotte-Mecklenburg Planning Commission - Work Session	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Monday, July 01, 2019	12:00 PM	2:00 PM
CANCELLED - City Council Strategy Session	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Monday, July 01, 2019	5:00 PM	9:00 PM
Civil Service Board Meeting	Charlotte-Mecklenburg Government Center Room 701	600 East 4th Street	Tuesday, July 02, 2019	4:00 PM	5:00 PM
Charlotte-Mecklenburg Planning Commission - Zoning Committee	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Tuesday, July 02, 2019	5:30 PM	7:30 PM
Special Meeting of the Charlotte City Council	Charlotte Mecklenburg Government Center, Room 267	600 East 4th Street	Monday, July 08, 2019	4:00 PM	5:00 PM
City Council Business Meeting/ Public Forum	Charlotte-Mecklenburg Government Center	600 East 4th Street	Monday, July 08, 2019	5:00 PM	10:00 PM
Citizens' Review Board	Charlotte-Mecklenburg Government Center Room, 270/271	600 East 4th Street	Tuesday, July 09, 2019	4:00 PM	6:00 PM
Minimum Housing Code Community Meeting	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Tuesday, July 09, 2019	6:00 PM	7:30 PM
City of Charlotte Historic District Commission	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Wednesday, July 10, 2019	1:00 PM	7:00 PM
Benefits Committee Meeting - Charlotte Firefighters' Retirement System	Charlotte National Building	428 East 4th Street, Suite 205	Thursday, July 11, 2019	8:00 AM	10:00 AM
CRTPO Technical Coordinating Committee	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Thursday, July 11, 2019	10:00 AM	12:00 PM
Employee Blood Drive	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Thursday, July 11, 2019	10:30 AM	1:00 PM
Transit Services Advisory Committee	Charlotte Area Transit System	901 12th Street	Thursday, July 11, 2019	4:00 PM	5:30 PM
Minimum Housing Code Community Meeting	Tyvola Senior Center	2225 Tyvola Road	Thursday, July 11, 2019	6:00 PM	7:30 PM
Neighborhood Board Retreat	Goodwill Opportunity Campus	5301 Wilkinson Boulevard	Saturday, July 13, 2019	8:00 AM	1:30 PM
CHARLOTTE-MECKLENBURG STORM WATER SERVICES - Second Saturday: Stream Cleanup	Cedarwood	401 E. Arrowood Road	Saturday, July 13, 2019	9:00 AM	12:00 PM

CITY OF CHARLOTTE
CITYWIDE MEETING SCHEDULE
July 2019

Title	Location	Address	Date	Start Time	End Time
West End Public Art Workshop	James B. Duke Library at Johnson C. Smith University	1000 Beatties Ford Road	Saturday, July 13, 2019	11:00 AM	12:00 PM
City Council Zoning Briefing (Optional)	Charlotte-Mecklenburg Government Center, 8th Floor Conference Room	600 East 4th Street	Monday, July 15, 2019	12:00 PM	1:00 PM
Charlotte-Mecklenburg Planning Commission - Executive Session	Charlotte-Mecklenburg Government Center, Room 274	600 East 4th Street	Monday, July 15, 2019	4:00 PM	5:00 PM
City Council Zoning Meeting	Charlotte-Mecklenburg Government Center	600 East 4th Street	Monday, July 15, 2019	5:00 PM	10:00 PM
Housing Appeals Board	Old City Hall	600 East Trade Street	Tuesday, July 16, 2019	12:00 PM	3:00 PM
Charlotte Tree Advisory Commission	Charlotte-Mecklenburg Government Center, Room 266	600 East 4th Street	Tuesday, July 16, 2019	5:00 PM	7:00 PM
Charlotte-Mecklenburg Planning Commission - Planning Committee	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Tuesday, July 16, 2019	5:00 PM	7:00 PM
Charlotte International Cabinet	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Wednesday, July 17, 2019	8:00 AM	9:30 AM
CANCELLED - Neighborhood Development Committee Meeting	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Wednesday, July 17, 2019	2:00 PM	3:00 PM
Charlotte Regional Transportation Planning Organization (CRTPO)	Charlotte-Mecklenburg Government Center, Room 267	600 East 4th Street	Wednesday, July 17, 2019	6:00 PM	8:00 PM
Birds and Brushes: Hike and Paint	Evergreen Nature Preserve	1336 Norland Road	Wednesday, July 17, 2019	6:00 PM	8:00 PM
Investment Committee Meeting - Charlotte Firefighters' Retirement System	Charlotte National Building, Suite 205	428 East 4th Street	Thursday, July 18, 2019	11:00 AM	1:00 PM
Charlotte Water Advisory Committee Meeting	Charlotte Water, Franklin Water Treatment Plant	5200 Brookshire Blvd.	Thursday, July 18, 2019	2:30 PM	4:00 PM
CHARLOTTE-MECKLENBURG STORM WATER SERVICES - Storm Water Advisory Committee (SWAC) Meeting	LUESA Hall Marshall, Room 407 - 4th Floor	2145 Suttle Avenue	Thursday, July 18, 2019	4:30 PM	6:30 PM
Business Advisory Committee	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Friday, July 19, 2019	8:00 AM	9:30 AM
Transportation & Planning Committee	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Monday, July 22, 2019	10:30 AM	12:00 PM
Budget and Effectiveness Committee Meeting	Charlotte-Mecklenburg Government Center, CH-14	600 East 4th Street	Monday, July 22, 2019	2:00 PM	3:30 PM

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CITYWIDE MEETING SCHEDULE
July 2019

Title	Location	Address	Date	Start Time	End Time
City Council Business Meeting/ Public Forum	Charlotte-Mecklenburg Government Center	600 East 4th Street	Monday, July 22, 2019	5:00 PM	10:00 PM
Citizens Review Board	Charlotte Mecklenburg Government Center, Room 270/271	600 East 4th Street	Tuesday, July 23, 2019	4:30 PM	6:30 PM
Tree Care Pre-Application Workshop	Landscape Management Office	701 Tuckaseegee Road	Wednesday, July 24, 2019	6:00 PM	7:00 PM
Board Meeting - Charlotte Firefighters' Retirement System	Charlotte National Building	428 East 4th Street, Suite 205	Thursday, July 25, 2019	8:00 AM	10:00 AM
Local Official's Informational Meeting	Poplin Elementary School	5627 Poplin Road	Thursday, July 25, 2019	2:30 PM	3:30 PM
Historic Landmarks Commission - Projects Committee	Ratcliffe-Otterbourg House	2100 Randolph Road	Friday, July 26, 2019	7:30 AM	8:30 AM
Zoning Board of Adjustment	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Tuesday, July 30, 2019	9:00 AM	4:00 PM
Charlotte-Mecklenburg Planning Commission - Zoning Committee	Charlotte-Mecklenburg Government Center, Room 280	600 East 4th Street	Tuesday, July 30, 2019	5:30 PM	7:30 PM
Tree Care Pre-Application Workshop	Landscape Management Office	701 Tuckaseegee Road	Tuesday, July 30, 2019	6:00 PM	7:00 PM
Queen City Crash Course	West Boulevard Branch Library	2157 West Boulevard	Wednesday, July 31, 2019	6:00 PM	7:30 PM

From: Brown, Kenneth
Sent: Friday, July 12, 2019 6:21 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily summary and events
Categories: Green Category

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News

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- WSOC received a tip from a community member stating that city staff had planned a visit to Raleigh to discuss Vision Zero strategies. Charlotte's Vision Zero Task Force is not in any communication or planning with Raleigh at this time.
- Media continue to inquire about the Blue Line Extension (BLE) and work completed on the project by HNTB. The LYNX BLE project opened on time and remains under budget. There is currently remaining work, as stated in the Charlotte City Council agenda item on July 8. BLE contractor HNTB provides the necessary Construction Management Consultant (CMC) services to complete this work, including inspection, testing and construction activities management. As stated in the contract with HNTB, even if contract costs were paid, the city can still potentially recoup funds. The Charlotte Area Transit System (CATS) is currently evaluating possible cost recovery related to the audit findings.
- CATS CEO John Lewis conducted his monthly Spectrum In-depth interview. During the segment Lewis discussed:
 - CATS' two recent RFQs:
 - LYNX Silver Line project - CATS is advancing the 2030 System Plan with the Silver Line RFQ
 - Charlotte Gateway Station - A private developer will help create opportunities in the Charlotte Gateway District
 - Phase 2 of the CityLYNX Gold Line project is progressing. The closure of the intersection of Hawthorne Lane and 7th Street to advance track work begins on Monday, July 15

- Operation Lifesaver, Inc. Grant Award - CATS received a \$20,000 grant from OLI, the international rail safety organization, that would help CATS to continue to educate the public about the importance of rail safety
- Charlotte Water staff conducted an interview with WBTV to share information on recent pipe repairs. Staff met with the reporter at the Central Avenue water pipe rehabilitation project to show how the department proactively rehabs and replaces old pipe. The story will air tonight.

#CLTCC

- City Council will hold a Zoning Meeting on Monday, July 15, starting at 5 p.m. in room CH-14 and continues at 5:30 p.m. in the Meeting Chamber for Zoning Decisions and Hearings
- The Neighborhood Development Committee meets Wednesday, July 17, 2 – 3:30 p.m., in room 280

City of Charlotte community engagement

Event	Location	Date
Bridging the Difference – Clergy and Faith Leaders – Bridging Community (This event is for Charlotte faith leaders, NOT the general public)	Johnson & Wales University – Hance Auditorium (801 W. Trade St.)	Thursday, July 18 7 – 8 p.m.
QC Hoops for Youth	Queens University – Levine Wellness Center (2201 Wellesley Ave.)	Saturday, July 20 Doors open at 8:30 a.m.

- The Arts & Science Council and the City of Charlotte invite everyone to join the West End Public Art Workshop on Saturday, July 13, from 11 a.m. to noon at the James B. Duke Library at Johnson C. Smith University. Your engagement will assist the artist collective of Stacy Utley, David Wilson and Edwin Harris of Evoke Studio in their final design for the upcoming public artworks commissioned for the Five Points Plaza and West Trade Street Enhancements at the I-77 Underpass projects in the West Trade/Rozzelles Ferry CNIP.
- The GrierTown Solidarity Stop the Violence Day is set for Sunday, July 14, from 1 to 5 p.m. at the Grier Heights Community Center, 3100 Leroy St. The event will include live entertainment, speakers and a roundtable discussion on issues important to the community.

Positive Buzz

- [CMPD Receives Civic Imagination Award](#)
- [CMPD Officer of the Month: Officer John Causey helps south Charlotte neighbors](#)
- [That’s a wrap: Plaza Midwood neighbors and artists bring color to drab utility boxes](#)
- [Charlotte Douglas Airport Continues Improvements with Influx of Passengers](#)
- [Facial recognition could be coming to Charlotte Douglas International Airport](#)
- [A new nonprofit has emerged to help preserve Charlotte history. Will it be enough?](#)
- [Catching up at Riverbend: Developers ramp up final phase as HQ office, housing and retail space deliver](#)
- [8 80 Cities’ Emerging City Champions Make Change Where It Matters](#)
- [Construction wraps up on long-anticipated Corning headquarters in Charlotte](#)
- [Self-driving cars expected to dominate Charlotte roads by 2030. Here’s how we’ll get there](#)
- [How Charlotte ranks in recreation among NC cities](#)

Ken Brown

Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 2:15 PM
To: Phipps, Gregory
Subject: [EXT] Media Request

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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

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Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment

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From: Joy-Hogg, Sabrina
Sent: Thursday, July 11, 2019 4:25 PM
To: Phipps, Gregory
Cc: Kelly, Brent
Subject: RE: [EXT] Media Request

Thank you. I believe this reporter has reached out to other council members.

From: Phipps, Gregory
Sent: Thursday, July 11, 2019 4:22 PM
To: Joy-Hogg, Sabrina <Sabrina.Joy-Hogg@ci.charlotte.nc.us>
Subject: Fwd: [EXT] Media Request

FYI

Greg Phipps, Councilmember
City Council District Four
Government Center
600 E. Fourth Street
Charlotte, NC 28202

“Working for a Stronger Charlotte”

704-336-3436 (office)
704-574-7226 (mobile)
704-632-8510 (e-fax)

Budget & Effectiveness Committee Chair;
Transportation & Planning Committee Member;
Charlotte Regional Transportation & Planning Organization Delegate (CRTPO);
Catawba Wateree Citizens’ Water Academy Graduate;
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Begin forwarded message:

From: "Morabito, Nate" <NMorabito@wcnc.com>
Date: July 11, 2019 at 2:15:17 PM EDT
To: "gaphipps@charlottenc.gov" <gaphipps@charlottenc.gov>
Subject: [EXT] Media Request

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To: Kelly, Brent <Brent.Kelly@ci.charlotte.nc.us>
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Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte

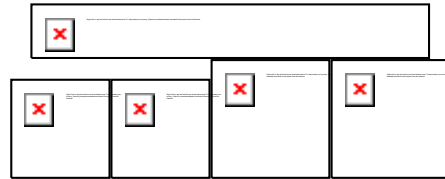
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

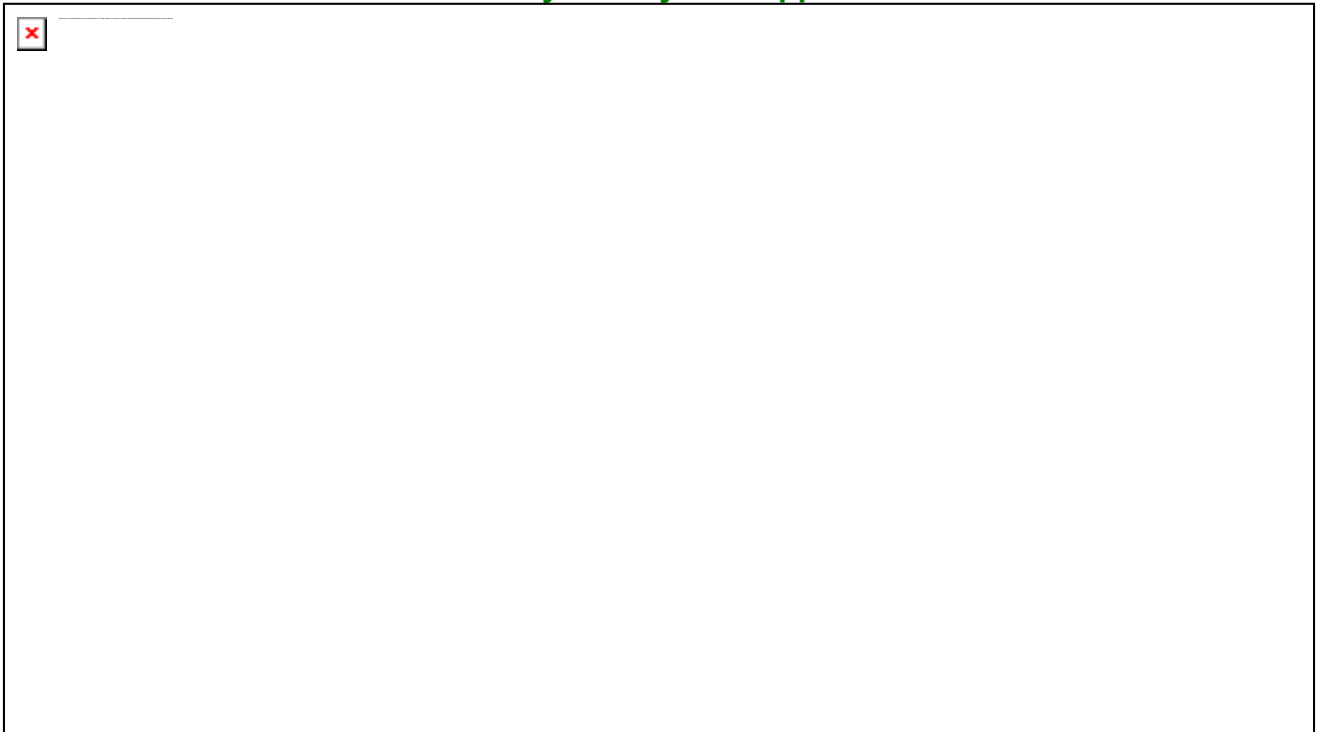
From: LACCC - Latin American Chamber of Commerce of Charlotte
<administration@lacccharlotte.ccsend.com> on behalf of LACCC - Latin American Chamber of
Commerce of Charlotte <lacccharlotte@gmail.com>
Sent: Saturday, July 13, 2019 10:04 AM
To: Winston, Braxton
Subject: [EXT] How do taxes fit into your Retirement Planning!?

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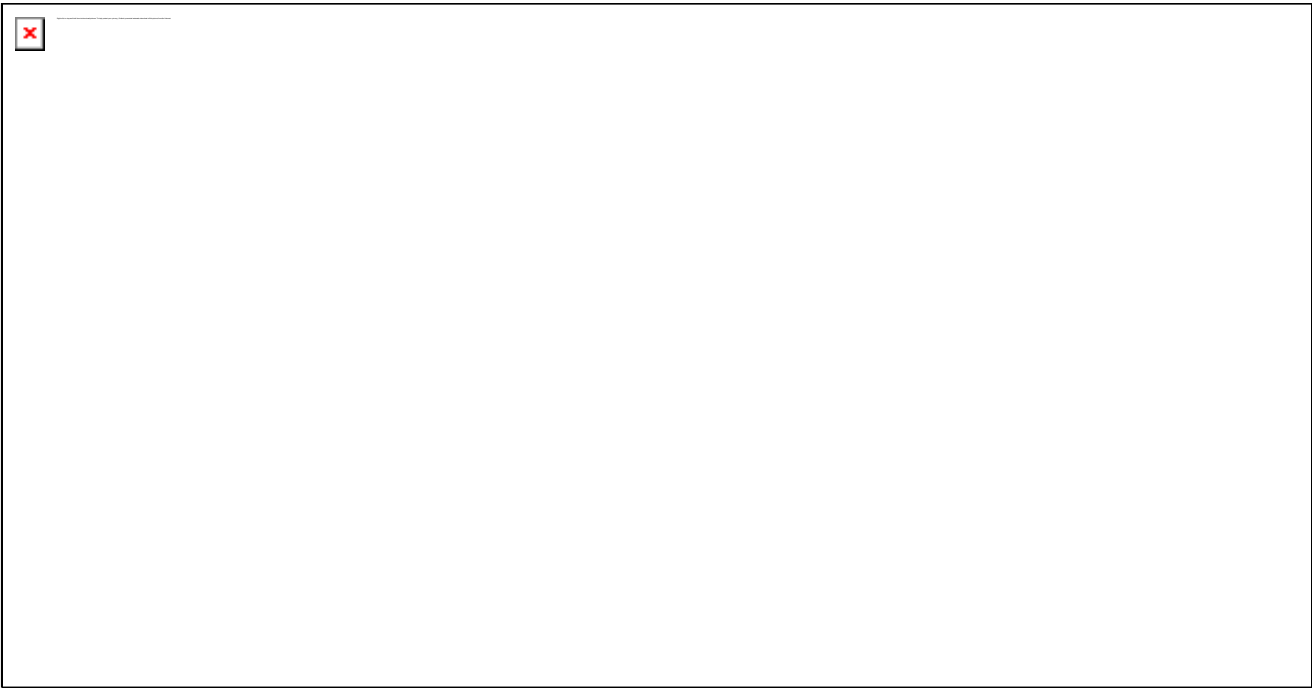
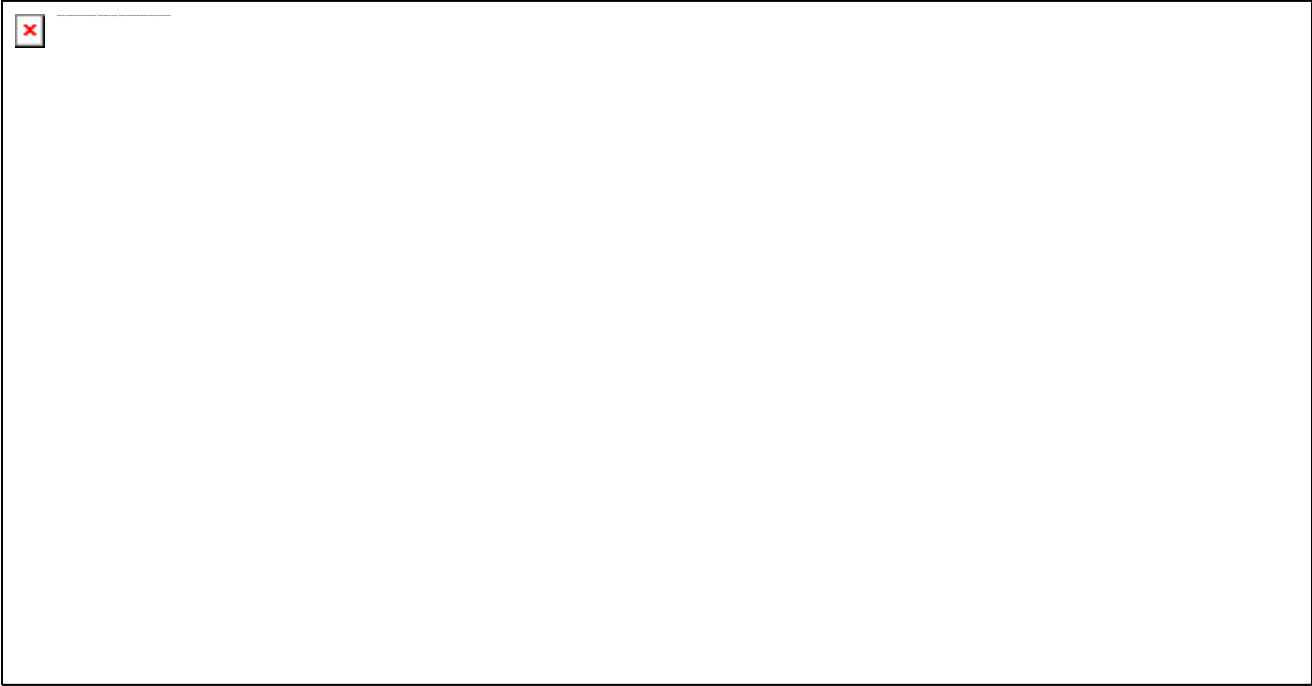
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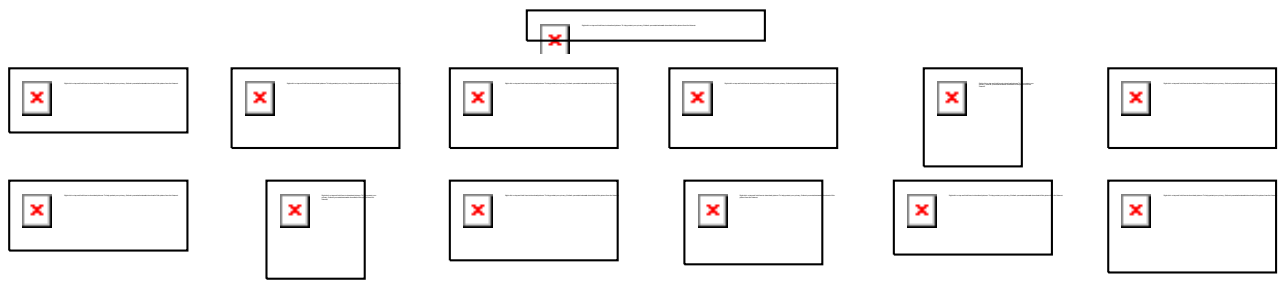
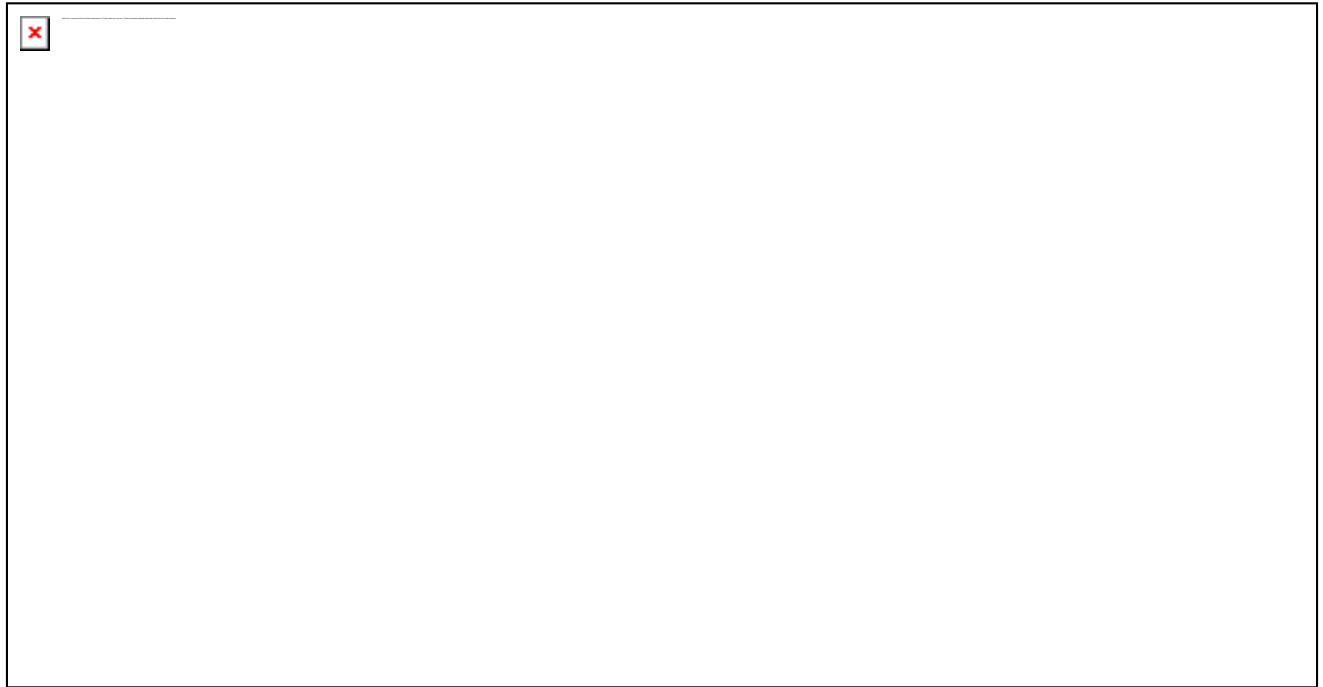
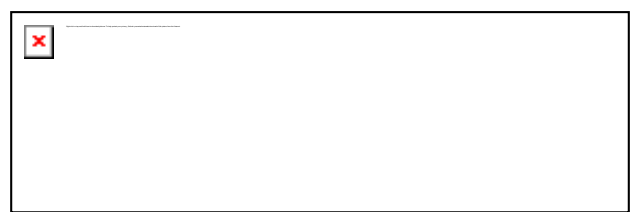
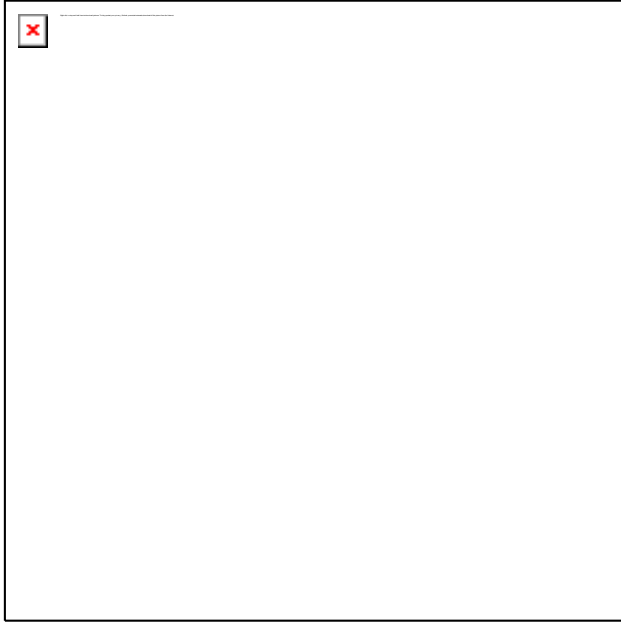
Thank you for your Support!

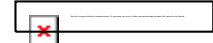
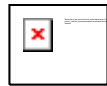
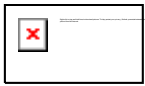




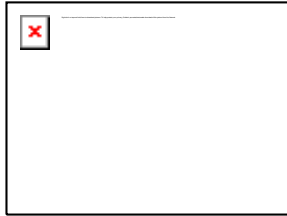


Click [here](#) to see the Strategic Partner's Events

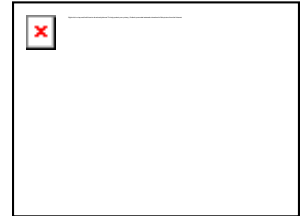




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admin@LACCCharlotte.com



Fostering the economic growth and development of the Latin American business community in the Charlotte region

"Energizando" Charlotte

Contact Information:

704.343.2525

www.LACCCharlotte.com

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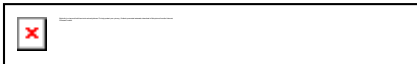


Latin American Chamber of Commerce of Charlotte,
145C Scaleybark Rd, Charlotte, NC 28209

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From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Eagle, Kim; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: MEDIA INQUIRY: Blue Line Extension Contract Amendment

Categories: City Business/News

Mayor and Council,

WCNC will air a follow-up story focusing on Monday's vote approving up to \$4.2 million to the HNTB contract for the Blue Line Extension. Several of you received an email from WCNC reporter Nate Morabito regarding the contract and Monday's vote. Below is background information related to the project:

- City audit findings from March 22, 2019, highlighted unnecessary HNTB costs of at least \$1.6 million.
- CATS has contractual language to recover costs, and is evaluating those cost recovery options related to the audit findings.
- As outlined in the Request for Council Action (RCA), the total cost for their efforts with the Blue Line Extension is \$78.4 million.
- Monday's RCA was amendment #10 for up to \$4.2 million activities due to the extended duration of construction and other activities as outlined in the RCA.
- HNTB is the construction management contractor for the Blue Line Extension and continuing to use their services is cost effective.

Ken Brown
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Charlotte Communications & Marketing

City of Charlotte
[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](https://www.charlotte.gov)
Office: 704-336-5863 Mobile: 980-254-3299

From: Saenz, Hunter <HSaenz@wcnc.com>
Sent: Friday, July 12, 2019 6:32 PM
To: Winston, Braxton
Subject: Re: [EXT] WCNC Inquiry

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Hi there,

Yes, I will meet with Councilman Winston on Monday at 3:30PM. As you probably know, I will also be meeting with Larken and Tariq following my Meeting with Mr. Winston.

Thank you,

Hunter Sáenz

Reporter | NBC Charlotte

704.589.0588

Twitter: @Hunt_Saenz

Facebook: <https://www.facebook.com/huntsaenz/>



WCNC-TV  **WCNC.com**
Looking Out For You.

From: Anderson-Bailey, Alonna <ambailey@ci.charlotte.nc.us> on behalf of Winston, Braxton <Braxton.Winston@ci.charlotte.nc.us>

Sent: Thursday, July 11, 2019 9:19:35 AM

To: Saenz, Hunter; Winston, Braxton

Subject: RE: [EXT] WCNC Inquiry

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Good morning Mr. Saenz,

Hope all is well. Councilman Winston can meet with you **Monday July 15th at 3:30 pm**. The meeting will take place in the large conference room on the 15th floor of the Government Center. Please confirm if this time will be feasible for you.

Thank you,

Alonna

From: Saenz, Hunter [mailto:HSaenz@wcnc.com]

Sent: Tuesday, July 9, 2019 5:09 PM

To: Winston, Braxton <Braxton.Winston@ci.charlotte.nc.us>

Subject: [EXT] WCNC Inquiry

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Hi there Braxton,

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Thank you for your time,

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Sent: Friday, July 12, 2019 6:21 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
Cc: Joy-Hogg, Sabrina; Dodson, Tracy; Jaiyeoba, Taiwo; Lee, Angela; Kay, Jason; Johnson, Victoria; Kelly, Brent
Subject: Daily summary and events

Mayor and Council,

Below is the expected media coverage and events for the upcoming week. Enjoy York Weekend

News

- As a reminder, City Manager Marcus D. Jones [announced](#) the new Executive Team. The new team consists of a deputy city manager, three assistant city managers and two special assistants to the city manager.
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Ken Brown
Interim Media Relations Manager / Corporate Social Media Lead
Charlotte Communications & Marketing

City of Charlotte

[600 E. Fourth Street, Suite 200, Charlotte, NC 28202](#)

Office: 704-336-5863 Mobile: 980-254-3299

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Thursday, July 11, 2019 2:13 PM
To: Eiselt, Julie
Subject: [EXT] Media Request

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Good Afternoon Julie,

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Do you have anything you'd like to say about the decision to allow the city to continue to do business with HNTB at the same time the city tries to recoup previous overbilling?

As we've previously reported, this company also has made campaign donations in the past to several members of council, including yourself.

My cell is (980) 308-7116.

Thanks so much!
Nate

Nathan Morabito
WCNC Defenders
(704) 329-3764

Facebook: <https://www.facebook.com/NateInvestigates/>

Instagram: nateinvestigates

Twitter: NateMorabito



From: Brown, Kenneth
Sent: Thursday, July 11, 2019 6:10 PM
To: Lyles, Viola; Eiselt, Julie; Mitchell, James; Winston, Braxton; Ajmera, Dimple; Egleston, Larken; Harlow, Justin; Mayfield, LaWana; Phipps, Gregory; Newton, Matthew; Bokhari, Tariq; Driggs, Edmund; Jones, Marcus
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Office: 704-336-5863 Mobile: 980-254-3299

From: Morabito, Nate <NMorabito@wcnc.com>
Sent: Friday, July 12, 2019 10:41 AM
To: Eiselt, Julie
Subject: RE: [EXT] Media Request

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Thanks you Julie for responding. Is there anything you'd like to say by email?

From: Eiselt, Julie <Julie.Eiselt@ci.charlotte.nc.us>
Sent: Friday, July 12, 2019 10:40 AM
To: Morabito, Nate <NMorabito@wcnc.com>
Subject: Re: [EXT] Media Request

External Email – Be Suspicious of Attachments, Links and Requests for Login Information

Hi Nate. I'm on Raleigh for a state transit committee meeting.

Regards,

Julie Eiselt
Mayor Pro Tem
Charlotte City Council
704-336-4099

On Jul 11, 2019, at 2:13 PM, Morabito, Nate <NMorabito@wcnc.com> wrote:

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<image001.jpg>