

Public Records Request #3379

The following materials have been gathered in response to public records request #3379. These materials include:

- Contract #2018000094: Contract for Professional Services – CMPD Central Division Office Construction Manager-at-Risk Pre-Construction Phase Services

This information was provided as a response to a public records request on 2/27/20 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

CONTRACT NUMBER: 2018000890
AWARD DATE: 2/26/2018
EXPIRATION DATE: 10/31/2018



CONTRACT FOR MASTER PLANNING SERVICES

PROJECT:

Discovery Place Science Museum Master Plan

OWNER:

City of Charlotte

PARTNER:

Discovery Place, Inc.

This Agreement, made and entered into this 26th day of February, 2018 ("Effective Date"), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation ("City"), and **DISCOVERY PLACE, INC.**, a North Carolina nonprofit corporation ("Discovery Place").

GENERAL RECITALS

WHEREAS, the City is authorized by NCGS 160A-488 to establish and support a science museum and may contract with a nonprofit corporation for that purpose and also may appropriate funds to accomplish that purpose, which funds are not otherwise limited as to use by law.

WHEREAS, Discovery Place is a North Carolina nonprofit corporation organized to encourage public interest in and understanding of science and technology, operating a science museum at 301 North Tryon Street, Charlotte, North Carolina ("Museum") in facilities leased from the City of Charlotte, under Lease Agreement dated July 1, 1981, and subsequently amended on March 27, 1989, July 25, 1989, September 11, 2006, and on October 11, 2011.

WHEREAS, City Council approved \$950,000 in funding on January 23, 2017, to develop a master plan for the 37-year old Museum.

WHEREAS, the master plan will determine how best to maximize the Museum facility on North Tryon Street, to meet Discovery Place's educational priorities, serve the needs of a growing and changing community and be an integral component of the City's North Tryon Vision Plan.

WHEREAS, the City has procured the architectural services of Jenkins-Peer Architects, PA ("Architect") to develop major elements of the master plan for the Museum.

WHEREAS, supplemental services are required to provide a more complete master plan to determine the future needs of the Museum.

WHEREAS, Discovery Place will select specialty consultants, exclusive of the Architect, to develop certain elements of the master plan and coordinate their work into the final plan.

WHEREAS, the parties have reached agreement on their respective responsibilities with respect to the master plan for the Museum and desire to reduce the terms of this agreement to writing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and further consideration of the covenants and representation contained herein, the parties agree as follows:

AGREEMENT

1 SPECIALTY CONSULTANTS FOR MASTER PLANNING SERVICES

Upon the terms and conditions set forth herein, and in accordance with applicable law, Discovery Place, in consultation with the City, agrees to procure consultant services for stakeholder/community input, market/attendance analysis, and theater consulting in connection with the master plan, as outlined in Exhibit A - Scope of Work, attached hereto and incorporated herein by reference.

2 SERVICES PROVIDED BY DISCOVERY PLACE STAFF

Discovery Place will provide a project director ("Project Director") for this Project. The Project Director will oversee communications, project coordination, budgets and deliverables for the entire \$950,000 project involving the master plans for architectural, community engagement, and business planning services.

3 PAYMENT RESPONSIBILITIES OF THE PARTIES

The City shall make payments to Discovery Place in an amount not to exceed \$200,000.00, for services as estimated in Exhibit B ("Project Budget Summary"), attached hereto and incorporated herein by reference. Discovery Place shall be responsible for making all payments to the consultants in accordance with the terms of their agreements, to which agreements the City is not a party. After receipt of an invoice from a consultant, Discovery Place shall review and deliver a copy to the City for its review and approval. The City shall complete its review and approval and make payment(s) to Discovery Place for work completed or otherwise approved by the City, within thirty (30) days of receipt of complete and accurate invoice(s) from Discovery Place, or notify Discovery Place in writing of its request for modifications or clarifications. The City shall retain all allocated funds, including contingency, that are not incurred and expended in connection with the project. To the extent consultants and/or Discovery Place incur expenses in excess of the \$200,000 authorized in this section, the City shall have no further obligation for any such additional expenses.

4 PROJECT MANAGERS

Discovery Place shall identify one or more of its employees to serve as its project manager ("Project Manager") to (a) act as Discovery Place's representative, (b) serve as liaison between Discovery Place and the City, and (c) review and approve payment(s) related to the consultant services that have been performed. The City shall identify one or more of its employees to serve as its project manager(s) ("City Project Manager") to (i) act as the City's representative, (ii) facilitate communication with Discovery Place and others concerning the project, and (iii) review and approve payment(s) to Discovery Place. The names and addresses of the initial project managers for the parties are as follows:

Discovery Place

Joanie Phillipp
Discovery Place
301 N. Tryon Street
Charlotte, NC 28202
Tel: 704-348-1970
Email: joaniep@discoveryplace.org

City of Charlotte

Ahmad Sabha
City of Charlotte
Engineering & Property Management
600 E. 4th Street
Charlotte, NC 28202
Tel: 704-620-7848
Email: asabha@ci.charlotte.nc.us

5 RECORDKEEPING

Discovery Place shall maintain complete and accurate records of all costs related to this Agreement for a period of three (3) years following the completion of all services performed under this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Discovery Place or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

6 TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect until **October 31, 2018**, unless otherwise amended in writing by the parties.

7 COMMERCIAL NON-DISCRIMINATION POLICY

Discovery Place understands that the City has adopted a Commercial Non-Discrimination Policy as set out in Section 2, Article V of the Charlotte City Code, and agrees to complete the Commercial Non-Discrimination Certification, attached hereto as Exhibit C and incorporated herein by reference, and to comply with all applicable provisions of said Policy.

8 CHARLOTTE BUSINESS INCLUSION PROGRAM

Discovery Place understands that the City has a Charlotte Business INclusion Policy ("CBI Policy") and that it is a Financial Partner as defined in that Policy. To the extent the terms and conditions of the CBI Policy apply to this Agreement, Discovery Place agrees to complete all documentation required and to comply with all applicable provisions of said Policy, as set out in Exhibit D, attached hereto and incorporated herein by reference.

9 NO THIRD PARTY RIGHTS

This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right or obligation or enjoy any benefit created or established by this Agreement.

10 INDEMNIFICATION

To the fullest extent permitted by law, Discovery Place shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges"

(as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Agreement (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Discovery Place or its subcontractors in connection with this Agreement; (iii) arising from Discovery Place’s failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by Discovery Place or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Discovery Place or an employee or subcontractor of Discovery Place is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding Discovery Place); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, Discovery Place shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If Discovery Place is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, Discovery Place shall promptly refund to the City all amounts paid under this Agreement.

This Section 10 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

11 INSURANCE

Throughout the term of this Agreement, Discovery Place shall comply with the insurance requirements described in this Section. In the event Discovery Place fails to procure and maintain each type of insurance required by this Agreement, or in the event Discovery Place fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Agreement immediately upon written notice to Discovery Place.

11.1 General Requirements

The Consultant shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and the City has approved such insurance. The Consultant shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved.

All insurance policies required by Section shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner’s Office. The Consultant shall name the City as an additional insured under the commercial general liability policy required by Section.

The Consultant's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Discovery Place's operations under this agreement. The Consultant and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 10).

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 Discovery Place and/or subcontractor providing such insurance.

Prior to execution of this Agreement, Discovery Place shall provide the City with certificates of insurance documenting that the insurance requirements set forth in this Section have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. The Consultant 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. The City's failure to review a certificate of insurance sent by or on behalf of Discovery Place shall not relieve Discovery Place 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/self-insured, Discovery Place shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

If any part of the work under this Agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Section, 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 Discovery Place from meeting all insurance requirements or otherwise being responsible for the subcontractor.

11.2 Types of Insurance

Consultant shall obtain and maintain during the life of this Agreement, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect Discovery Place and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Discovery Place, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily

injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement. The City of Charlotte shall be listed as an additional insured under this coverage. Errors and Omissions Liability Insurance as shall protect Discovery Place and Consultant's employees for negligent acts, errors or omissions in performing the services under this Agreement. This policy shall provide combined single limit each occurrence/aggregate of \$1,000,000.

Workers' Compensation Insurance. The Consultant shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

12 BINDING EFFECT

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

13 APPLICABLE LAW

This Agreement shall be enforced, interpreted, and constructed by and under the laws of the State of North Carolina.

14 ENTIRE AGREEMENT

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

15 AMENDMENT

No amendment or modification to the Agreement shall be valid unless it is in writing and signed by both parties to this Agreement.

16 COMPLIANCE WITH LAWS

In performing this Agreement, Discovery Place shall make itself aware of and comply with, and shall cause each of its subconsultants and subcontractors to comply with all applicable federal, state, and local laws and regulations (including without limitation obtaining all required permits and licenses).

17 CAPTIONS

The use of captions for paragraphs is for organization and convenience of the parties and is not intended to dictate the substance or content of this Agreement.

18 IRAN DIVESTMENT ACT

Discovery Place certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii)

it will not take any action causing it to appear on any such list during the term of this Agreement; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

19 E-VERIFY

Discovery Place shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above for Contract Number **2018000890**, in an amount not to exceed **\$200,000.00**.

DISCOVERY PLACE, INC.

ATTEST

By: Catherine W. Horne
Signature

Becky White
Signature

Catherine W. Horne
Print Name

Becky White
Print Name

President & CEO,
Title

March 2, 2018
Date

March 2, 2018
Date

CITY OF CHARLOTTE

ATTEST

By: Maria N. Miles
Signature

Nyota Brown
Signature

MARIA N. MILES
Print Name

Nyota Brown
Print Name

Contracts Manager
Title

March 9, 2018
Date

3-9-18
Date

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

Randall [Signature]
Finance Officer

Dhanel Shels
2/15/2018

EXHIBIT A SCOPE OF WORK

SERVICES

The following services (“Services”) will be procured by Discovery Place:

1. Market /Attendance Analysis by ConsultEcon, Inc.

- a. Facility operating review
- b. Future business plans
- c. Market study and attendance findings
- d. Market analysis task - define market segments
- e. Resident market evaluation
- f. Tourist market profile
- g. Overview of attendance and pricing patterns of area cultural / educational attractions
- h. Team workshop to provide input to master plan and plan phases
- i. Financial analysis of future business plans
- j. Museum ticket pricing potential
- k. Auxiliary revenue (retail, food, etc.)

2. Theater Consulting for the IMAX Dome Theatre (“Theater”) by Blaze Digital Cinema Works, LLC (“Blaze”)

Phase 1 – Review of Current Theater Business

- Review of historic results.
- Programming: Review records of films exhibited, and show schedules, for the last three fiscal years.
- Marketing/advertising: Review current marketing, creative and media, and annual budgets used to promote the IMAX films and the Theater.
- Site visit: Approximately one to two weeks from the start of Phase 1, Blaze will visit Discovery Place to review with key managers the entire Discovery Place operation.
- Benchmarking: Blaze will conduct benchmarking of the Theater’s results, and marketing and programming approaches, against other museums.
- Recommendations for new strategies and plans.

Phase 2 –Technology Options

Digital Giant Screen (“GS”) Dome Theater

- Overview: Summarize all of the currently available technologies (and anticipated technology from IMAX) for achieving a high-quality digital GS dome theater experience, for which a flow of content will be available.

- Digital GS dome theater system costs: Manage a Request for Information (RFI) process to provide estimates of equipment and renovation costs required to transition the Theater to a digital GS dome theater format.

Digital Flat GS Theater

- Overview: Summarize all of currently available technologies (and the anticipated technology from IMAX) for achieving a high-quality digital flat GS theater experience, for which a flow of content will be available.
- Digital flat GS theater system costs: Manage an RFI process to provide estimates of equipment costs.

Phase 3 – Business Plan Options

Potential Attendance, Gross Operating Revenues, and Net Operating Income

- For each of the digital flat GS and digital GS dome scenarios, develop forecasts for the Theater's attendance, revenues, and operating expenses, assuming it becomes digitally-equipped, in accordance with Blaze's recommended programming plans.

Programming Options, Strategies and Plans

- Forty-minute documentaries.
- Hollywood feature films.
- Alternative content and uses of a GS theater: Provide an overview of the options being pursued by GS museum theaters.
- Recommend the overall programming strategy and plan, with sample show schedules for illustration.

3. Community Engagement/Stakeholder Input by Neighboring Concepts, PLLC, and Benchmark CMR

- Facilitate up to eight focus group sessions with the following groups: potential funders, Charlotte-Mecklenburg County Planning Commission, Charlotte Chamber, university research partners, scientists, local entrepreneurs and start-up-businesses.
- Facilitate up to 20 listening sessions with key stakeholder groups, members, educators, volunteers, community aligned organizations, youth, and other identified stakeholders.
- Follow up with telephone interviews for key stakeholders who could not attend listening sessions.

DELIVERABLES

Deliverables to be provided by Discovery Place to the City prior to the end of the term of this Agreement include the following:

1. **Market /Attendance Analysis Deliverables**

- Concise technical memorandum reports with executive summary to be integrated into final master plan document

2. **IMAX Theater Deliverables**

Deliverables will include the following written reports:

- **“IMAX Dome Theatre Business Review”** - This will include all of Blaze’s observations and key findings (benchmarking exercise in particular), regarding a digital dome GS or digital flat GS theater.
- **“Summary of Presentation Technology Options”** - Capturing the findings from exploring both the dome and flat system options. (Architect would provide an estimate of any capital costs of design, construction, and outfitting of the theatre options described above.)
- **“Business Plan Options”** would include both the digital S dome and digital flat GS system options.
- Final Executive Summary of all three reports listed above.

3. **Community/Stakeholder Deliverables**

- Documentation: Neighboring Concepts and Benchmark CMR will keep detailed notes of comments, issues, questions and concerns raised or received during each session and will distribute copies to Discovery Place and the City following each session.
- Final Report: Neighboring Concepts and Benchmark CMR will develop a report documenting the information listed above, including all findings, into a comprehensive document with information compiled from each session for delivery to Discovery Place and the City.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

Discovery Place Expenses

Task/Item	Firm	Anticipated End Date	Amount
Stakeholder/Community Input	Benchmark CMR and Neighboring Concepts, PLLC	April 2018	\$50,000
Market/Attendance Analysis	ConsultEcon, Inc.	April 2018	\$50,000
Theatre Consultant	Blaze Digital Cinema Works	December 2017	\$18,000
Travel, Expenses, Meeting Upfits, Supplies	Discovery Place	July 2018	\$47,000
Salaries (Project Director)	Discovery Place	July 2018	\$30,000
Contingency	Discovery Place	July 2018	\$5,000
TOTAL			\$200,000

EXHIBIT C – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Discovery Place Science Museum Master Plan
Name of Company Discovery Place, Inc.

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

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

By: 
Signature of Discovery Place's Authorized Representative

Title: President & CEO

Date: March 2, 2018

EXHIBIT D – CHARLOTTE BUSINESS INCLUSION PROGRAM

CBI Policy adopted April 8, 2013

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

CBI FORM 6 - Payment Affidavit - Subcontractor / Supplier Utilization

To be submitted with each request for payment from the City of Charlotte. Copy this form as needed.

Project Name: Discovery Place Science Museum Master Plan

Consultant Name: Discovery Place, Inc. Payment / Invoice # _____

Contract Number: 2018000890 Invoice Amount: \$ _____

Payment Period: From _____ To _____ City Department E&PM

FINAL PAYMENT Check this box only when submitting Final Pay request.

Section 1: Payments to SUBCONTRACTORS (M/SBEs and Non-M/SBEs)

Complete the chart below for all subconsultants used on the Project/Contract regardless of dollar amount. All subconsultants must be registered in the City's Vendor Management System. The "Cumulative Payments" column shall include all payments made to the subconsultant including the "Payments this Period" amount.

Vendor #	Subconsultant's Name	NIGP Code	Description of Work Performed	Payments this Period	Cumulative Payments

Section 2: Payments to SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor Management System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been or will be made to subconsultants on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subconsultants or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subconsultants or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INclusion Program and may result in the sanctions prescribed therein.

This _____ day of _____ 20 _____

Signature

Print Name and Title



DISCO-1

OP ID: EHS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Windermere Insurance Group LLC P O Box 32808 Charlotte, NC 28232-2008 Ted J. Stawinsky	704-247-3000	CONTACT NAME: Erica H. Sikes PHONE (A/C, No, Ext): 704-247-3000 FAX (A/C, No): 704-247-3050 E-MAIL ADDRESS: poi@windinsgroup.com	
	INSURER(S) AFFORDING COVERAGE		
INSURED Discovery Place Inc Mrs. Deanna Dycus 301 N Tryon St Charlotte, NC 28202-2138	INSURER A: Cincinnati Insurance Company		NAIC # 10677
	INSURER B: Cincinnati Indemnity Company		23280
	INSURER C: Travelers Cas & Surety Co Amer		31194
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location Aggr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENP0196535	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0196535	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0196535	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0336870	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Museum Floater			ENP0196535	07/01/2017	07/01/2018	Museum \$ 25,773,665
C	ERISA Fidelity			105629400	07/10/2017	07/01/2018	Fidelity \$ 400,000

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

RE: Contract 201800890.
City of Charlotte is included as additional insured regarding General Liability when required by written contract.

CERTIFICATE HOLDER CITYC-1 City of Charlotte 600 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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