



**2012 DEMOCRATIC
NATIONAL CONVENTION
CHARLOTTE, NORTH CAROLINA**

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGER
AND
FOR EVENT ARCHITECT**

2012 Democratic National Convention Committee, Inc.
400 South Tryon St, 13th Floor
Charlotte, NC 28285
Telephone: (704) 373-2012

September 13, 2011

Submittal Deadline: September 30, 2011

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I. OVERVIEW

In September 2012, the City of Charlotte will welcome over 35,000 guests to the 46th Democratic National Convention (the "Convention"). The 2012 Democratic National Convention Committee, Inc. ("DNCC") and the New American City, Inc. and Committee for Charlotte 2012 ("Host Committee"), all non-profit corporations, work together to plan and organize the 2012 Convention for the official nomination of the Democratic presidential and vice-presidential candidates. The Host Committee will be the contracting party, and the DNCC will administer the contract(s) and act on behalf of the Host Committee. The Convention will be held the week of September 3, 2012, at the Time Warner Cable Arena ("Arena") in Charlotte, NC.

Through this Request for Proposals ("RFP"), the DNCC seeks proposals for the services of an experienced Construction Manager ("CM") with offices in the Charlotte-Mecklenburg Metropolitan Area, and for the services of an experienced Event Architect ("EA"). The CM will oversee the modification and then restoration of the Arena for the Convention, will serve as the lead agency and will manage its subcontractors and subconsultants and, potentially, the EA. The CM services are generally described in Section III of this RFP. The EA will be responsible for various architectural and design planning needs of the Convention and design a world-class convention venue. The architectural design services are generally described in Section IV.

The Arena is owned by the City of Charlotte ("City") and managed by Charlotte Arena Operations, L.L.C. ("Arena Company"), a Delaware limited liability company. The DNCC and others have entered into a License Agreement (a copy of which is attached) that governs use of, access to, and restoration of the Arena, among other things. The City, the Charlotte Regional Visitors Authority ("CRVA"), and the Arena Company are not parties to the contracts with the CM or the EA but they will coordinate with the DNCC and the Host Committee through a Joint Representative, who will have responsibility for ensuring that all approvals required to be made on behalf of those parties have been properly cleared. The DNCC will select the CM and the EA in consultation with the Host Committee and the Joint Representative.

The Host Committee will enter into a labor agreement ("Labor Agreement") and other agreements under which the CM will be obligated, to the maximum extent feasible, to the extent permitted by law and to the extent union labor is available, to be covered by current union collective bargaining agreements with the unions that have jurisdiction for the work or services to be performed and to use such labor in its work; under which the union parties agree that its members will not engage in certain job actions; and under which dispute resolution is addressed. It is anticipated that the CM will be party to a future project labor agreement during the construction phase. Various separate agreements are referenced and generally described in this RFP; the actual content of those agreements, rather than the description in this RFP, will govern. The descriptions of the agreements in this RFP are not complete and do not necessarily reflect all the critical aspects of these agreements applicable to the CM or the EA.

The DNCC intends to engage an Executive Producer who will be responsible for the design and installation of the on-camera creative elements of the Convention, including the podium, camera platforms, orchestra platforms and other sets and physical structures and scenic elements,

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lighting and sound. The Executive Producer will engage various consultants and contractors relating to his responsibilities. The Executive Producer will not have a contractual relationship with the CM or the EA and will coordinate with the CM and the EA through the DNCC.

The selected CM and the Host Committee will enter into a contract for preconstruction services, with an option by the Host Committee to contract for construction on specified terms. The selected EA will contract with the Host Committee for design-phase services, with an option by the Host Committee to contract for construction-phase design services. The Host Committee will also have the option to assign the EA contract to the CM. The CM and the EA may each be referenced in this RFP as a "Contractor."

The DNCC intends to evaluate Proposers and award separate contracts for the services identified for the CM and for the EA's scope of services. Proposals may be submitted for CM and/or EA sections of this RFP. Proposals by an entity for both CM and EA services should be submitted in a single proposal.

Each Proposer, as well as each subcontractor and subconsultant proposed for this project, must have experience in its identified area of expertise related to large scale, fast-track events, including temporary construction and restoration projects, a proven history of working with minority-owned business enterprises ("MBE"), women-owned business enterprises ("WBE"), and business enterprises owned by persons with disabilities ("DBE"), unionized workers, and the ability to present and implement sustainable construction designs.

After reading and assessing the requirements set forth in the RFP, firms wishing to propose for the opportunity to provide some or all of the required services must prepare a clear, concise, and comprehensive proposal on company letterhead which bears the signature of an authorized official. The proposal should follow the structure specified in this RFP and should not exceed forty (40) pages in length, not including specified attachments. A combined proposal for both CM and EA services should not exceed sixty (60) pages in length, not including attachments.

A Proposer intending to subcontract some or all or of the services requested in this RFP must clearly indicate this intention (as well as the name and address of its proposed subcontractors) in each place where an item would be subcontracted.

II. INSTRUCTIONS

Proposers may submit proposals for either the CM or EA section or for both CM and EA sections. Proposals should be in the format specified in Section V of this RFP, should indicate the section(s) for which services are proposed, and should include all information requested in the section(s) for which the proposal is being made.

A. Communications Regarding this RFP

Proposers are to direct all communications regarding this RFP to:

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Theodore LeCompte
2012 Democratic National Convention Committee, Inc.
400 South Tryon Street, 13th Floor
Charlotte, NC 28285
Email: RFP@DemConvention.com
Telephone: (704) 373-2012

B. Schedule and Evaluation Process (Subject to Change)

Date	Event
September 13, 2011	RFP Issue Date
September 19, 2011	Notification of Attendance on Walkthrough Due
September 20, 2011	Time Warner Cable Arena Walkthrough
September 22, 2011 5:00 PM EDT	Intent to Propose and Questions on RFP Due
September 27, 2011	Answers to Questions Issued
September 30, 2011 5:00 PM EDT	Proposal Due Date
October 11 – 12, 2011	Interviews of finalists in Charlotte
October 21, 2011	Contract(s) Awarded

C. Intent to Propose

Proposing firms must notify Theodore LeCompte by email of their intent to propose by 5:00 PM EDT on September 22, 2011. The intent to propose should note the section(s) on which the firm intends to propose.

D. Optional Walkthrough

All Proposers may attend a walkthrough of the Time Warner Cable Arena for the purpose of acquainting themselves with the scope of the work and conditions that may affect the performance of the service as required in the RFP. Attendance at this walkthrough, scheduled for September 20, 2011 at 2:00 PM EDT, is not required. Attendance will be limited to two persons per Proposing firm and may be further restricted based on the level of interest. Proposers

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must notify the DNCC via email at RFP@DemConvention.com of their intention to participate in the walkthrough by 5:00 PM EDT on September 19, 2011.

E. RFP Inquiries

In the event that modification or additions to the RFP become necessary, Proposers that have notified the DNCC of their intent to propose will be notified of the changes by the DNCC. If any information in this RFP appears to be unclear to a Proposer, it is the Proposer's responsibility to request clarification. All inquiries regarding this RFP must be e-mailed to RFP@DemConvention.com by 5:00 PM EDT on September 22, 2011. All Questions and Answers will be sent to all Proposers by September 27, 2011.

F. Proposal Preparation Costs

Each Proposer will be solely responsible for all costs incurred in the preparation and presentation of its proposal.

G. Proposals

Proposers shall submit an electronic copy of their proposal addressed to Theodore LeCompte via the secure online portal no later than 5:00 PM EDT on September 30, 2011. Login and submission information will be provided to all Proposers that notify the DNCC of their intent to propose. All supporting materials and documentation should be included with the proposal. Failure to submit a proposal by that date/time may result in disqualification of the Proposer from the competitive process. Proposals may be included by the DNCC in whole, in part, or by reference in the final contract. All responses, supporting materials and other documentation submitted with each proposal will become the property of the DNCC upon submission.

H. Selection Process

The DNCC anticipates that it will review the submitted proposals and select approximately three finalists. The finalists will be provided with the DNCC's form of contract and will prepare final proposals that include their financial proposal and exceptions to the contract. It is anticipated that the selected finalists will meet with the DNCC for interviews in Charlotte on October 11 – 12, 2011, and that a notice of intent to award the contracts will be issued on October 21, 2011.

I. Contract Negotiations

Contract negotiations may be undertaken based on the final proposals of selected Proposers. Neither the issuance of this RFP, nor the submission of a proposal or its subsequent receipt and evaluation by the DNCC, nor the invitation to submit or the submission of a final proposal commits the DNCC or the Host Committee to award a contract or any business to any Proposer. A proposal in response to this RFP constitutes an agreement to waive any and all claims against the DNCC, the Host Committee, and the Joint Representative, and any of their officers, directors, employees, or agents with respect to this RFP and the proposal process. A final proposal

constitutes: (i) an offer to do business on the terms and conditions stated in the final proposal and (ii) an agreement to waive any and all claims against the DNCC, the Host Committee, and the Joint Representative, and any of their officers, directors, employees, or agents with respect to this RFP and the proposal process. Only execution of a written contract by an authorized signatory of the Host Committee will bind the Host Committee, and then only in accordance with the terms and conditions contained in such contract.

J. Selection

The selected firm or firms will be chosen based on the proposals determined by the DNCC, in its sole discretion, to best meet the requirements of the DNCC, the Host Committee and the Joint Representative. No preference will be given for the ability of a Proposer to meet the needs of more than one section of the scope of services. The DNCC intends to award each section of the scope of services independently, but a proposal for performing both sections will be considered, and, if accepted, will be awarded as a single contract. Neither the DNCC nor the Host Committee is bound to accept the lowest offer or any tender submitted. Any final agreement between the Host Committee and the CM is subject to the prior approval of the DNCC, the Host Committee and the Joint Representative. The factors used in evaluating responses to this RFP in order to select finalists will include:

1. Ability to meet the requirements and scope of services;
2. Relevant expertise, reliability, experience and history of the Proposer and key personnel who will be directly assigned to the project;
3. Demonstrated success managing event-oriented projects of a similar size and scope;
4. Proposed solutions and processes for the specified business requirements;
5. Experience with sustainable construction solutions;
6. Relationships to Charlotte, North Carolina, and the surrounding region;
7. Participation of union labor, minorities, women, and people with disabilities;
8. Suggested fee structure;
9. Local resources to support the endeavor; and,
10. References.

These factors, along with the final proposals, will also be used to award the contract(s). No weighing or relative importance is implied or intended by this list. The DNCC encourages the submission of responses by Proposers who contract with persons who belong to an organized labor union as well as those Proposers owned by minorities, women, and people with disabilities.

Accordingly, please include any information regarding certification as or collaboration with MBEs, WBEs, persons with disabilities, as well as any union designations.

The DNCC strongly views this Convention as an opportunity to protect the environment. We strongly encourage all Proposers to join us in our efforts and to consider this green mission when submitting their response.

The DNCC reserves the right to accept or reject any or all proposals and/or to award any and all contracts requested herein, either in part or whole, at the DNCC's sole discretion and in consultation with the Joint Representative and the Host Committee.

At no time prior to the execution by the Host Committee of a written agreement with a Proposer, shall the DNCC, the Host Committee or the Joint Representative be considered to be under any obligation or commitment to contract or purchase any proposed service or equipment from any respondent to this RFP. The DNCC reserves the right to conduct negotiations with one or more of the selected Proposers. The DNCC reserves the right to request best and final offers.

K. Project Schedule (Subject to Change)

Date	Event
October 24, 2011	Preconstruction Phase <ul style="list-style-type: none"> • Mechanical/Electrical/Cabling (M/E/C) Requirements • Media Workspace Requirements • Office Designs • Network and Media Requirements • Budget Assembly • Prepare and Receive Permit Documents • Procurement of Long-Lead Items • Subcontractor Bid Lists
July 14, 2012 – August 31, 2012	Construction Phase <ul style="list-style-type: none"> • M/E/C Infrastructure • Subcontractor Management • Seat Removal • Suite Renovation

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	• DNCC Rooms Construction
September 1 – 6, 2012	Convention Period
September 7 – September 28, 2012	Post-Convention Period/Restoration
September 28, 2012 (11:59pm)	Restoration Deadline/Final Walk-through

III. CONSTRUCTION MANAGER

The CM will oversee the construction and restoration of the Arena for the 2012 Democratic National Convention. The CM will serve as the lead agency and will manage subcontractors and subconsultants and, potentially, the EA. The proposed team should have extensive experience in managing large, event-oriented temporary construction projects, developing schedules, preparing estimates, collaborating with designers, engineering, and permitting, construction methods and techniques, managing successful construction projects, subcontracting, and restoration.

A. *Preconstruction Services*

1. Scheduling

Upon contract execution, the CM will prepare preliminary construction and restoration schedules. The CM will evaluate (“M/E/C”) constraints, security requirements, material and equipment deliveries, and workforce availability in establishing this schedule. Deadlines are non-negotiable and will occur in an aggressive but attainable schedule dictated by logistical, security, and operational requirements. The preliminary schedule will identify all critical milestone dates and show all activities necessary to complete all aspects of the project. The CM will determine long-lead items, such as critical path tasks for completion of the project in the allotted time frame.

Meetings of DNCC, the CM, the EA, and appropriate subcontractors and subconsultants will occur weekly or more frequently as needed. The CM will facilitate and schedule these meetings. The CM will document the meetings and disseminate copies of minutes to the attendees and an agreed distribution list.

Proposal: Please explain your experience with and approach and methods to implementing an aggressive scope of work in a very compressed schedule. Attach a conceptual schedule based upon the outlined project schedule.

2. Budgeting

The CM will be fully responsible and accountable to the Host Committee for managing the budget from preconstruction through restoration. The CM will be required to develop baseline

and revised budgets, accurately track and report on all costs, and provide detailed reports to the DNCC.

Proposal: Please explain your experience with and approach and methods to managing a budget for a large scale, fast-tracked project. Detail the estimating and scheduling systems and management techniques your firm employs to complete projects on time and within budget. Attach a sample conceptual cost estimate from the design through restoration phases of the project.

3. Contract Management

Subject to collaboration with and approval by DNCC, the CM will solicit, procure, and manage all subcontractors and subconsultants, including cable management, electrical design and other identified services. Throughout this process, the CM must incorporate and manage the specific logistics, security, and scheduling requirements of the Convention. The CM may also be required to work alongside separate contractors engaged by or through the Host Committee and directed by the DNCC as well as coordinate with contractors hired by media outlets. For every subcontract, the CM must comply with the Labor Agreement and make every effort to solicit bids from qualified minority-owned, women-owned and business enterprises owned by persons with disabilities.

Proposal: Please explain your experience with and approach and methods for managing subcontractors and subconsultants as well as working with other contractors. Specifically, describe how you would ensure adherence to the Labor Agreement as well as secure the highest participation levels for MBEs, DBEs and WBEs.

B. Construction Services

The CM will supervise and coordinate the construction work within cost, time, and quality constraints.

Proposal: Please provide five project examples which demonstrate the expertise and experience of the Proposer in completing construction services for event projects of similar complexity, cost, time, and scope. Clearly state the experience of the Proposer in each area listed. Provide accurate and up-to-date contacts for each project that can objectively attest to the Proposer's performance in completing the work.

C. Restoration Services

Upon the conclusion of the Convention, the CM must begin immediate restorations of the Arena. The building and its premises must be returned to their original condition by 11:59 PM on September 28, 2012. As such, all budgets and schedules must provide for restoration work, and the CM must provide for acquiring sufficient quantities of materials requiring advance purchase that may be necessary for restoration. There will be various walkthroughs to establish the original condition, the post-Convention condition, and the restored condition.

Proposal: Please explain your experience with and approach and methods for fast-tracked restoration services. Provide five project examples which demonstrate expertise and experience of the Proposer in completing fast-tracked restoration services for projects of similar complexity, cost, time and scope. Provide accurate and up-to-date project contacts for each project.

D. Organization, Background and Fee Proposal

CM Proposals should adhere to the following format:

1. Services.

Please provide your response to the Preconstruction Services, Construction Services, and Restoration Services as described above.

2. Organizational and Background Information

Please provide the following information:

1. What is the full legal name and Federal tax identification number of your company?
2. What is the corporate address, mailing address, and phone number of your company's main offices?
3. What is your company's legal and financial structure?
4. Who in your organization will be the DNCC's primary contact for CM services? Provide his/her resume, direct, mobile phone and fax numbers, email address and a corporate address if different from the address above.
5. Who in your organization is authorized to negotiate the contract? Please provide his/her name and contact information.
6. Describe the proposed members of your team, including the organization and the responsibilities of each member as proposed. At a minimum, attach or include an organization chart and staffing requirements outlining the individuals assigned to the project during the preconstruction, construction, and restoration phases.
7. Describe your current and projected workload and explain how this project will be managed given your firm's obligations to other clients.
8. Provide the qualifications and licenses of the firm and individuals who have been identified in the proposal. Attach resumes with the history of employment, education, experience, length of time with the firm, references for recent projects, and any other information the DNCC might find useful in evaluating the individual's qualifications.

9. Identify any engineering firms, including key principals or personnel, proposed to work within your team.
10. Provide certification or historical collaborations with MBEs, WBEs, and DBEs.
11. Provide any union designations and any relationships that your company has within the Charlotte, North Carolina area and surrounding region.
12. Attach a sample worker safety plan, consistent with industry standards.
13. Claims and Suits
 - a. Has your organization ever failed to complete any work awarded to it? If so, please describe the circumstances.
 - b. Is your Organization currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or been appointed over all or a substantial portion of the property under federal bankruptcy law or any state insolvency law?
 - c. Has your organization or any of its owners been debarred from federal or state work in the last five (5) years? If so, please describe the circumstances.
 - d. List all civil and criminal legal actions in which your organization was a named party in the past five (5) years, providing state, court, case number and disposition for each.
 - e. Has your organization been a party to formal dispute resolution (i.e., arbitration or litigation) with regard to any construction projects within the last five (5) years? If so, please describe.

3. Financial Suggestions

Discuss your suggested structure for compensation (e.g., lump sum, cost-plus, GMP, etc.) and include suggestions for the method of calculating your fee. Do not propose a specific fee. Describe those services, facilities, supplies and other expenses that are included as part of the proposal.

IV. EVENT ARCHITECTURAL SERVICES

The Event Architect will be responsible for the various architectural and design planning needs of the Convention. Upon award, the EA must accelerate plans for critical M/E/C project components and, in coordination with the DNCC and the Executive Producer, move immediately to design a world-class convention venue. This will require significant alterations to the Arena. These alterations may include the removal of seats, modification of suites into broadcast studios and upgrades to cabling and power infrastructure. All of these designs must take into account that any modifications must be restored to original condition following the Convention.

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The Event Architect will focus on the design of mechanical and infrastructure modifications necessary for the Convention and the exterior layouts, but will not be responsible for any of the on-camera creative elements, including the finish of the podium or other scenic elements. The Event Architect will be required to work alongside and coordinate with the Executive Producer, who will be responsible for the podium and set design and construction as well as other creative elements within the Arena. Additionally, the Event Architect must design several technologically advanced staff, production, storage, and security rooms.

All stages of the design process should reflect an intent to utilize the most up-to-date sustainable construction solutions. The Event Architect will be required to supply CAD drafting software and the associated hardware to run it as part of its fee. In addition, EA proposals should include a dedicated CAD operator or operators for all architectural needs throughout the contract period, as well as provide for printing costs sufficient to support weekly or more frequent updates to drawings and plans.

Proposal: Please explain your experience with and approach and methods to large scale and fast-tracked event-focused architectural design projects. Provide examples of computer modelings that present various alternatives to design and construction with associated budget costs. Place significant emphasis on your experience with sustainable design services.

A. Organization, Background and Fee Proposal

EA Proposals should adhere to the following format:

1. Services.

Please provide your response to EA services as described above.

2. Organizational and Background Information

Please provide the following information:

1. What is the full legal name and Federal tax identification number of your company?
2. What is the corporate address, mailing address, and phone number of your company's main offices?
3. What is your company's legal and financial structure?
4. Who in your organization will be the DNCC's primary contact for EA services? Provide his/her resume, direct, mobile phone and fax numbers, email address and a corporate address if different from the address above.
5. Who in your organization is authorized to negotiate the contract? Please provide his/her name and contact information.

6. Describe the proposed members of your team, including the organization and the responsibilities of each member as proposed. At a minimum, attach or include an organization chart and staffing requirements outlining the individuals assigned to the project during the preconstruction, construction, and restoration phases.
7. Describe your current and projected workload and explain how this project will be managed given your firm's obligations to other clients.
8. Provide the qualifications and licenses of the firm and individuals who have been identified in the proposal. Attach resumes with the history of employment, education, experience, length of time with the firm and any other information the DNCC might find useful in evaluating the individual's qualifications.
9. Identify any firms, including key principals or personnel, proposed to work within your team.
10. Provide certification or historical collaborations with MBEs, WBEs, and DBEs.
11. Provide any union designations and any relationships that your company has within the Charlotte, North Carolina area and surrounding region.
12. Claims and Suits
 - a. Has your organization ever failed to complete any work awarded to it? If so, please describe the circumstances.
 - b. Is your organization currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or been appointed over all or a substantial portion of the property under federal bankruptcy law or any state insolvency law?
 - c. Has your organization or any of its owners been debarred from federal or state work in the last five (5) years? If so, please describe the circumstances.
 - d. List all civil and criminal legal actions in which your organization was a named party in the past five (5) years, providing state, case number and disposition for each.
 - e. Has your organization been a party to formal dispute resolution (i.e., arbitration or litigation) with regard to any projects within the last five (5) years? If so, please describe.

3. Financial Suggestions

Discuss your suggested structure for compensation (e.g., lump sum, by task, hourly, etc.) and include suggestions for the method of calculating your fee. Do not propose a specific fee. Describe those services, facilities, supplies and other expenses that are included in as part of the proposal.

V. CONTRACT CONDITIONS

The DNCC intends to select the CM in consultation with the Host Committee and the Joint Representative. The selected CM and the Host Committee will enter into a contract for preconstruction services, with an option by the Host Committee to contract for construction on specified terms, pursuant to which the CM would manage all construction and restoration work.

The DNCC also intends to select the EA in consultation with the Host Committee and the Joint Representative. The selected EA will contract with the Host Committee for design-phase services, with an option by the Host Committee to contract for construction-phase design services. The Host Committee will also have an option to assign the EA contract to the CM, in which case the EA would serve as a subcontractor to the CM with specific responsibility for the architectural needs of the Convention.

The DNCC will prepare the contracts, provide them to finalists, and complete the contract taking into account the final proposal(s). The final agreement shall be subject to the prior approval of the Host Committee and the Joint Representative. Among other things, the contract(s) will contain provisions relating to the following:

A. Confidentiality

The Contractor and its subcontractors of any tier will agree that they and their agents will not at any time, in any fashion, form or manner, either directly or indirectly, disclose or communicate to any person or entity, including but not limited to the Committee on Arrangements for the 2012 Republican National Convention (“COA”), any non-public or proprietary information concerning the Convention or the DNCC, its operations or programs, including but not limited to any information relating to the activities, contracts, proposals or policies of the DNCC, or any organization affiliated with it, without having first obtained the prior written approval of the DNCC.

The Contractor and its subcontractors of any tier will agree not to communicate with the press on any matter whatsoever related to the Convention or the DNCC without the express, written consent of the Chief Executive Officer of the DNCC. This provision shall survive any cancellation or termination of the agreement and relationship contemplated by the agreement to be entered into and between the DNCC and the CM.

B. Licenses and Permits

- The Contractor must have an existing office in the Charlotte-Mecklenburg Metropolitan Area.
- The Contractor and its subcontractors of any tier will be properly licensed to perform all required work at the Arena in Charlotte, North Carolina.
- The CM will coordinate with the DNCC prior to any permit submittals.
- All work performed must meet the requirements of all state, local, and federal building, construction, and environmental codes.

- All employees of the Contractor and its subcontractors must be licensed with the State of North Carolina and must adhere to DNCC requirements for work credentials.
- The Contractor will secure and pay all governmental permits, approvals, fees, licenses and inspections and governmental charges and inspection fees required for the prosecution of the work or services.

C. Insurance and Bonds

The successful Contractor and its subcontractors of any tier will be subject to at least the following insurance and bonding requirements and must show proof of all such coverage as described below by the date the contract is executed with the Host Committee. The Host Committee, the City, the Arena Company and each of the DNCC Indemnitees shall be a primary or named insured party or loss payee, as applicable, in each and every policy described in this section.

The Contractor shall at all times during the term of the work carry and maintain at its own expense from a licensed and admitted insurance carrier authorized to do business in North Carolina with a rating not less than A-, VII A.M. BEST's rating, the following insurance policies. Licensee shall ensure that such policies: (i) will endorse the DNCC, the Host Committee, the Arena Company and their respective, officials, members, volunteers, consultants, invitees, affiliates and subsidiaries, shareholders, officers, directors, agents, representatives and employees, as applicable, as additional insured on its policies; and, (ii) will each provide that they cannot be canceled without at least thirty (30) days written notice to the insured and additional insured.

Upon receipt of any notice of cancellation or material change, the Contractor shall within ten (10) days procure replacement policies of insurance.

The Contractor shall purchase and maintain insurance and in addition require each Subcontractor to purchase specific insurance that will protect the Contractor, Subcontractor, and the additional insured parties from claims which may arise out of the Contractor's operations or completed operations including the operations or completed operations of any Subcontractor.

Commercial General Liability Insurance, primary and umbrella, with a minimum combined single limit for bodily injury and property damage in the amount of ten million dollars (\$10,000,000) per occurrence. Coverage extensions shall include:

- a. owners and independent contractors protective liability;
- b. premises operations liability;
- c. products and completed operations liability;
- d. premises medical payments liability;
- e. personal injury liability; and
- f. incidental medical malpractice liability
- f. contractual liability.

Comprehensive Commercial Automobile Liability insurance covering owned, non-owned and hired automobiles, with a per occurrence coverage of not less than five million dollars (\$5,000,000) for bodily injury and not less than one million dollars (\$1,000,000) for property damage.

Professional Liability (Error & Omissions) insurance covering the entire term of the contract, including two years beyond substantial completion of the project with a limit not less than ten million dollars (\$10,000,000) per claim and in the aggregate will be required individually of the EA and of the CM to the extent it performs professional services. Said policy shall be dedicated exclusively to this Project and shall cover all Subcontractors. If coverage is written on a "claims made" basis, the reporting should include a Discovery (Awareness) Clause. Policy should also contain an extended reporting period of not less than twelve (12) months beyond the coverage obligations stated in this provision.

Worker's Compensation and Disability Coverage maintained with respect to employees of Contractors and their Subcontractors equal to or greater than the limits required under applicable state law.

All-risk blanket builder's floater policy (builders risk policy) with a limit of no less than five million dollars (\$5,000,000) per occurrence on all risk completed value form, and if applicable to cover materials, equipment, and fixtures at one hundred percent (100%) of replacement value.

Umbrella or excess liability insurance with a one million dollars (\$1,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

With the exception of the Professional Liability, all liability coverage must be written on an occurrence form (as compared to "claims-made") and shall be maintained without interruption from date of commencement to the completion of the Proposer's obligations outlined in the contract.

Each policy will specifically name the parties listed above as Additional Insureds. The Contractor will provide a certificate of insurance evidencing such additional insured status upon execution of the contract. All insurance carried by the Contractor will be primary and any insurance carried by any additional insured shall be excess and non-contributory. The Contractor shall require the same of any insurance carried by all Subcontractors. The Contractor and its insurers will waive all rights of subrogation or recovery against and agree to defend the additional insured parties, including their agents, officers, directors, and employees for any losses of or damage to property and any losses covered by the insurance maintained or required to be maintained under this contract and for any losses which fall within insurance policy deductibles. The Contractor will require of all Subcontractors, by written agreement, similar waivers.

The Contractor's insurance obligations are separate from, and in addition to, the Contractor's indemnification obligations contained in the contract. The Contractor will be responsible for the acts and omissions of their Subcontractors and their agents and employees, and any other persons performing any work under a contract with the Contractor. The Contractor will be responsible for all deductible amounts, self-insured retention and self-insured participation.

Payment and Performance Bond. The CM shall be required to post a payment and performance bond in the full amount of the cost of the Alterations and Restoration Work for the benefit of Arena Company as obligee. The Payment and Performance Bond must be from a U.S. federally registered surety or bonding agency that is registered to conduct business in the State of North Carolina. The Payment and Performance Bond must be conditioned upon the full and faithful performance of each and every term, condition and provision of the Construction Management Agreement and the payment of obligations arising thereunder, and shall be subject to approval by the City and the Arena Company as to form, content and surety, which approval shall not be unreasonably withheld. The Construction Manager shall pay all premiums chargeable for the bond, and the bond shall contain a provision that it shall not terminate prior to completion of the Alterations and Restoration Work and acceptance thereof by the Arena Company and the City.

D. Laws and Regulations

The Contractor shall comply with all applicable federal, state and local codes, regulations and laws.

E. Performance

- The Contractor will be solely responsible for and have control over means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the services and work under the contract.
- The Contractor will provide and pay for all labor, materials, equipment, tools and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the services and work.
- All work and services will be performed at least to the level of accepted industry standards and abide by all applicable local, state, and federal laws.

F. Non-Discrimination

The Contractor will adopt and disseminate a policy that the Contractor, in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination, and all other terms and conditions of employment will not discriminate on the basis of race, color, creed, age, sex, national origin, ethnic identity, physical or mental disability, veteran status, marital status, economic status, religion, sexual orientation, gender identity, or any other legally protected basis.

G. Taxes

The Contractor will be responsible for payment of all applicable taxes, governmental fees, or other similar costs.

H. Safety Plan

The Contractor and its forces will act in a safe manner in carrying out their work and services. The Contractor will submit a Safety Plan consistent with industry standards to the DNCC at or prior to the first preconstruction meeting.

I. Contractor's Project Team

- The Contractor's proposed team must be continually available and assigned to the project for the duration of the contract.
- The DNCC must approve proposed changes to the team at least thirty (30) days in advance.
- All on-site employees for contractor may have to submit to a security check and pass all required DNCC security conditions.

J. Corrections and Failure to Perform

- The Contractor will promptly correct services or work rejected or failing to conform to the requirements of the agreement.
- If the Contractor does not comply with the approved schedule, or if in the opinion of DNCC, the Contractor is not performing work satisfactorily, the DNCC will have the right to stop the services or work, to terminate some or all of the services or work, and provide replacement services or work.

K. Default and Right to Cure

If the DNCC notifies the Contractor of a default, the Contractor will, within 24 hours or less, have the right to provide the DNCC with a plan to cure the default, submit proof of its ability to do so, and use its best efforts to do so.

L. Damages to the Arena

The Contractor will be solely responsible for repairing or providing payment to repair any and all damages to the Arena caused by the Contractor or its subcontractors.

M. Withholding of Payments

The Host Committee may, in consultation with or at the direction of the DNCC, withhold payment for work or services that are not in accordance with the contract documents.

N. Dispute Resolution

The Contractor and DNCC will use good faith efforts to agree upon any matter that requires their mutual consent through negotiation by the principals of the Contractor and DNCC. Any disputes that they are unable to resolve will be subject to mandatory mediation before any formal dispute resolution can occur. The laws of the state of North Carolina will govern the contract.

O. Labor Strike, Job Action, Picketing

If a labor strike or job action against the Contractor interferes with the proper conduct of the Contractor's operations, then the DNCC will have sole discretion to immediately suspend the Contractor's rights to operate under the agreement. During the period of suspension, the Contractor will use its best efforts to settle the strike or job action. If the strike or job action continues for more than ten days, then the Contractor will be in default and DNCC will have the right to immediately terminate the agreement.

P. Preservation of Records

The Contractor will maintain and preserve for at least three years after final payment, books, records, and other evidence relating to the costs and/or performance of the agreement. The Contractor will make its records available for review by the DNCC or its agents upon request.

Q. Use of the Marks, Logos, Themes, or Identification with the DNCC

The Contractor and its subcontractors will receive no rights to utilize the logos, themes, or trademarks of the DNCC, Host Committee, City, CRVA, TWCA or Bobcats and will not produce any advertising, marketing, commercial or promotional materials that utilize them. The Contractor will not refer to its relationship to this project, either verbally or in writing to the press or any other third party, without prior written approval by the DNCC. Upon payment of amounts due and owing for properly performed services and work, the Contractor will have granted the Host Committee and the DNCC a limited license to use the work product.

R. Changes

The DNCC may order written changes in the services or work, and the Contractor's compensation will be adjusted accordingly.

S. Time is of the Essence

Time is of the essence because the time set for holding the Convention cannot be changed. The contract will include significant liquidated damages. The Contractor will give the DNCC prompt notice of any delays. The Contractor's failure to meet such a schedule will constitute a default.

T. Schedule

The Contractor shall be responsible for preparing a critical path method schedule for all construction work and restoration work. The schedule will be updated throughout the project

and will recognize the requirement that all restoration work must be completed by September 28, 2012.

U. Other Provisions

- The CM will indemnify the DNCC, the Host Committee, the Arena Company, the CRVA, the City and the Joint Representative to the extent of its negligence or willful misconduct.
- Neither party will transfer or assign its rights or delegate its obligations under the agreement to a third party, without the prior written approval of the other party.
- The CM will be an independent contractor, and nothing contained in the agreement will create a partnership, joint venture or agency relationship between them.
- The CM will provide prompt written notice of claims for delay or additional compensation.

Company	Attendee - First	Attendee - Last
Absolute Business Connections	Linda	Drummond
Adams Group Architects, PA	Melissa	Rusch- Tidwell
Adams Group Architects, PA	Graham	Adams
Adolfson & Peterson Construction	Cameron	Mullins
Adolfson & Peterson Construction	Kim	Polkoswski
ADW Architects	Jen	Weaver
AeroRaq Engineering Inc	Hakeem	Bailey
AeroRaq Engineering Inc	Vinroy	Reid
Aggreko	Rick	Strole
ai Design Group	Kim	Marks
ai Design Group	Wes	Jones
All In One Drug Testing Services	Elina	Smith
ALR Architecture	Kent	Reid
American Diversity Ecolutions	Francine	Limon
American Diversity Ecolutions	Jess	Limon
American Eastern	Renea	Matthews
American Eastern	Ruben	Torress
American Product Distributors	John	Ham
Annoited Flooring	Camisha	Farris
Aon Risk Solutions	Charlie	Carriker
Aon Risk Solutions	Tim	Shytle
Architect for Life	Lolalisa D.	King
Architect for Life	Roslyn	Dawkins
Atriax, PLLC	David	Moreau
Atriax, PLLC	T.S.	Madison
Aztek General Contractors	Raul	Gonzalez
Barnhill Contracting Company	Chris	White
Barnhill Contracting Company	Marty	Moser
BBH Design	Jason	Kolano
BBH Design	Tommy	Dew
BE&K Building Group	Danny	Mullis
BE&K Building Group	Annie	Hughes
Bobby's Painting	Tay	Brooks
Bree and Associates	Charles	Wilson
Bree and Associates	Robert	Lancaster
C2 Contractors, LLC	CC	Lamberth
Carolina CAT	Butch	Huffman
Carolina CAT	Eamon	Kelly
Carrothers Enterprise	Christopher	Carrothers
Carrothers Enterprise	Terry	Smith
CB Richard Ellis	Clint	Stancil
Clancy & Theys Construction Compan	Barbara	Thorton
Clancy & Theys Construction Compan	Mark	Jones
Clark Nexsen	Janet	Brooks
Clark Nexsen	Marley	Carroll
Clayco	Kevin	McKenna

Clayco	Scott Carolyn	Murnick
CM Design Associates		Friebner-Mueller
ColeJenest & Stone	Brian	Jenest
Construction Dynamics	Nathaniel	Spells Sr.
Construction Dynamics	Max	Morgan
Construction Management Resources	Adam	Pearlman
Construction Reinforcement	Jackie	Slavetsky
CresaPartners	Tim	Brotherton
CresaPartners	Thomas	O'Brien
Crescent Construction Group	Traci	Williams
Crescent Construction Group	Holli	Peeler
DCM Associates	David C.	Moreau
Dewberry	Skip	Notte
Dewberry	Shandi	Treloar
DMR Architecture	Mike	Cognac
DSS Corporation	Gray R.	Bennett
DSS Corporation	Reese	Rencher
Edlen	Jim	Wetterling
ENVIRO AgScience, Inc.	Cliff	Wilson
Evans Welding/Fords Busy Bee Cateri	Samuel	Evans
Fryday & Doyne	Mike	Doyne
Fryday & Doyne	John	Fryday
GDC Supplies	Gregory	Camp
Genesis Project 1	Sylvia	L
GES	Paul	Cunniffe
GES	David	Pilinski
Gilbane Building Company	Paul	Sullivan
Gilbane Building Company	Bob	Crowder
GreenThinc, PLLC	Jim	Kirby
H.J Russell & Co	Willie	Russell
H.J Russell & Co	Thomas	Daye
Happy Box	Carrie	Gault
Happy Box	Donna	Cole
Hargrove	Tim	McGill
Hargrove	Ron	Bracco
HCNC, Inc.	Mario	Hodge
HCNC, Inc.	Donnie	Haulk
Hermosa Construction Group	Greg	Page
Hermosa Construction Group	Uma	Riggs
Hispanic Contractors of the Carolinas	Arcila	Julian
Hoyles General Contractor, Inc	Howard	Hoyle Jr
Hoyles General Contractor, Inc	Alvarez	Abernathy
Hunt Construction Group	Richard	Petty
IBEW	Bob	Krebs
INTECT Group, Inc.	Amy	Johnson
INTECT Group, Inc.	Enzo	Marfella

Jenkins•Peer Architects	Ben	Benson
Jenkins•Peer Architects	Victor	Jones
Jones Lang LaSalle	Eric	Parris
Jones Lang LaSalle	Victor	Jones
LandDesign	Ashley	Clark
LandDesign, Inc.	Nate	Doolittle
LandDesign, Inc.	Richard	Petersheim
Lee Morgan Inc.	Alan	Morgan
Legacy Construction	Khalid	McRae
Legacy Construction	Gene	Harris
Lend Lease	Louis E.	Mosley
Lend Lease	John	Nicolay
Lil and Associates	Carol	Lilly
Lil and Associates	Stephane	Berwald
LS3P	Wade	Tucker
M&H Associates	Michael	High
M&L Enterprises	Kevin	Brown
M&L Enterprises	Tony	Hayes
Marand Builders, Inc.	Fransico	Alvarado
Marand Builders, Inc.	Robert	Sabates
Marand Builders, Inc.	J. Darrel	Shipman
MarkMaster	Mark	Govin
Matthews Construction Co	Mandi	Heilig
Matthews Construction Co	Mike	Corona
MBP	Greg	Stavrou
MBP	Christopher	McLuckie
McCracken & Lopez, PA	Richard	McCracken
McFarland Corbitt Construction	Tino	McFarland
McFarland Corbitt Construction	Tamara	McGill
MCKISSACK & MCKISSACK	Michael	McLarty
Messer Construction Company	Craig	Goodson
Messer Construction Company	Steve	Keckeis
Metro Landmarks	Lucia	Griffith
Metro Landmarks	Valerie	Kopetzky
Milestone Management & Consulting	Patrice	Gilmore
Miller Architecture	Tony	Miller
Miller Architecture	James	Train
Minter Consulting	Scott	Coulter
Minter Consulting	Camellia	Nixon
MMCA	Will	Peters
Momentum Construction	Steve	Meachum
Momentum Construction	James	Holder
Mulkey Engineers and Consultants	Mike	Dozzi
Mulkey Engineers and Consultants	Mike	Baer
Neighboring Concepts	David	Little
Neighboring Concepts	Robin	Halloway
North Carolina Military Business Coun	Fran	Perez-White

Odell Associates	Mike	Woollen
Odell Associates	Jonathan	Blain
PCL Construction Services	Matt	Redd
PCL Construction Services	Frank	Terrasi
Pease Engineering and Architecture	J. Michael	Barnes
Pease Engineering and Architecture	Jeanette	Miers
Perkins+Will	Joelle	Jefcoat
Populous	Jerry	Anderson
Premier Design Builders	John-Troy	Witherspoon
Premier Design Builders	Lloyd E.	Jordan
PWJ Enterprises, Inc.	Katy	Tyson
QMW/EMW	Marian	Lawson
QMW/EMW	Cornell	Sutton
Quantus	Janet	Williams
Quartum Creations	Caroline	Morrison
Quartum Creations	Dennis	Prescod
Ranger Construction Company	Bernie	Funck
Ranger Construction Company	Leland	Bourque
RJ Leeper Construction	Ron	Leeper
RJ Leeper Construction	Tyrone	Harman
Rodgers Builders	James	Clayton
Rodgers Builders	Stewart	Cowden
Rosser	James	Ivey
Security Management Consulting	Eugene	Martin
SEPI Engineering and Construction	Kelly E.	Hayes
SEPI Engineering and Construction	Joel	Tucker
Skanska USA Building	Dan	Longshore
Stewart Engineering	Blair	Wagner
STV Incorporated	John	Johnson
The ABEO Group	Lauren	Hightower
The ABEO Group	Karen	McIssac
The Anstad Group	Will	Peters
The Anstad Group	Robin	McDaniel
The Building Center	Rod	Smith
The Building Center	Skip	Norris
The Danile Company	Robert E	Marshall
The Freelon Group Architects	Lewis	Myers
The Schneider Corporation	Michael	Miller
Triangle Sports Group	Vince	DeFreitas
Turner Carolinas	Brian	Schick
Turner Carolinas	Dan	O'Brien
tvdesign	Nicholas	Wolfcale
Tyler 2 Construction	Katie	Tyler
Tyler 2 Construction	Lynne	Ferretti
URS Corporation	Rich	Keagy
URS Corporation	Paul	Pattison
Wagner Murray Architects	David K.	Wagner

Walter B. Davis and Company	Walter	Davis
Walter B. Davis and Company	Eric	Samuel
Waterways Realty	Caroline	Morrison
Webb and Partners, Inc.	Sherwood	Webb
WGK, Inc.	Pride	Patton
WHB, Inc.	Beth	White
WHB, Inc.	David	White
Whiting-Turner Contracting Company	Adam	Hoots
Wjevents	Will	Johnson
Wjevents	Jeff	Harkey
Woodline Solutions	JC	Burton
Woodline Solutions	Robert R.	Yancy
Woodline Solutions	Jennifer	Nicholson
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