ATTACHMENT 1

NORTH CAROLINA WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT (this "Contract") is entered into by and between Nelson/Nygaard Consulting Associates, Inc., hereinafter referred to as the "Contractor;" and the NC Capital Area Metropolitan Planning Organization, hereinafter referred to as "CAMPO." As the lead planning agency for CAMPO, the City of Raleigh (the "City") is an intended third-party beneficiary to the Contract. All parties herein shall collectively hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, CAMPO desires to procure a contractor to perform services; and

WHEREAS, CAMPO has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, CAMPO has agreed to engage the Contractor, and the Contractor has agreed to contract with the CAMPO, for performance of services as described, and according to the further terms and conditions set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and CAMPO do contract and agree as follows:

1. <u>Scope of Services</u>

The Contractor shall perform for CAMPO the following described services:

Contractor shall perform the services as set forth in Attachment A, which is attached and incorporated herein by reference.

2. <u>Time of Performance</u>

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contractor shall begin work upon Notice to Proceed and work shall be completed no later than June 30, 2023. The term of this Agreement shall commence upon execution by CAMPO and shall run through Contractor's completion of all tasks identified in **Attachment A** to CAMPO's satisfaction.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of \$0 for each day's delay beyond the completion date. If liquidated damages are not applicable to this Contract, insert '(0) zero' in the space above.

3. <u>Compensation; Time of Payment</u>

For services to be performed hereunder, CAMPO shall pay the Contractor a not to exceed contract amount of \$430,000 for services performed during fiscal years (FYs) 2021 (July 1, 2020 – June 30, 2021), 2022 (July 1, 2021 – June 30, 2022), and 2023 (July 1, 2022 – June 30, 2023) unless changed by a duly authorized amendment. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order

Number_____. Invoices submitted without the correct purchase order number will result in delayed payment.

4. <u>Workmanship and Quality of Services</u>

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards.

5. <u>Standard of Care</u>

Contractor shall perform for or furnish to CAMPO professional and related services in all phases of the project to which this Contract applies as hereinafter provided. Contractor may employ such Contractor's Consultants as Contractor deems necessary to assist in the performance or furnishing of professional and related services hereunder. Contractor shall not be required to employ any Contractor's Consultant unacceptable to Contractor.

The standard of care for all professional and related services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions at the same time and in the same locality.

6. <u>Notices</u>

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

CAMPO:

Attn: Bret Martin, AICP Capital Area MPO 421 Fayetteville Street, Suite 203 Raleigh, NC 27601 Telephone: 919-996-4410 Email: bret.martin@campo-nc.us

Contractor:

Attn: Thomas Wittmann Nelson/Nygaard Consulting Associates, Inc. 811 1st Avenue, Suite 610 Seattle, WA 98104 Telephone: (206) 357-7521 Email: <u>TWittmann@nelsonnygaard.com</u>

All notices regarding a dispute arising under this Agreement shall also be provided to:

CAMPO: Capital Area MPO Attn: Executive Director 421 Fayetteville Street, Suite 203 Raleigh, NC 27601

Contractor: Nelson\Nygaard Consulting Associates, Inc. Attn: Brodie Stephens 2 Bryant Street, Suite 300 San Francisco, CA 94105

7. <u>Non-discrimination</u>

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of any applicable non-discrimination laws.

8. <u>Minority or Women Owned Businesses</u>

As noted, the City of Raleigh is the "lead planning agency" for CAMPO and performs funding and fiscal control services on CAMPO's behalf. Accordingly, CAMPO adheres to fiscal control, grant funding, and other legal requirements which would be applicable to contracts of the City of Raleigh. Therefore, regarding the subject matter of this contract, including any work to be performed hereunder, the Contractor agrees not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap or sexual orientation, and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority-owned business enterprises.

9. <u>Assignment</u>

This Contract may not be assigned without the express written consent of CAMPO.

10. <u>Applicable Law</u>

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

11. Insurance

Contractor agrees to maintain, on a primary basis and at is sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as CAMPO's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability, or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit per accident. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employers liability of no less than \$1,000,000 each accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

Additional Insured – Contractor agrees to endorse CAMPO and the City of Raleigh as additional insureds on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read "Capital Area Metropolitan Planning Organization and the City of Raleigh are named additional insured as their interest may appear."

Certificate of Insurance – Contractor agrees to provide both CAMPO and the City of Raleigh a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the

insurance requirements herein, Contractor agrees to notify CAMPO and the City of Raleigh within five (5) business days with a copy of the non-renewal or cancellation notice. The Certificate Holders' addresses should read:

| City of Raleigh | | CAMPO |
|------------------------|-----|------------------------------------|
| Post Office Box 590 | and | 421 Fayetteville Street, Suite 203 |
| Raleigh, NC 27602-0590 | | Raleigh, NC 27601 |

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse CAMPO and the City of Raleigh each as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim and aggregate. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by CAMPO.

All insurance companies must be authorized to do business in North Carolina and be reasonably acceptable to CAMPO.

12. Indemnity

A. PROFESSIONAL SERVICES CONTRACTOR'S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO CAMPO

- a. To the fullest extent allowed by law, except to the extent caused by the negligence or willful misconduct of CAMPO, the Contractor shall defend, indemnify and hold harmless CAMPO, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- b. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

B. PROFESSIONAL SERVICES CONTRACTOR'S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO THE CITY OF RALEIGH

a. To the fullest extent allowed by law, except to the extent caused by the negligence or willful misconduct of the City of Raleigh, the Contractor shall defend, indemnify and hold harmless the City of Raleigh, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs caused by,

arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

- b. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- C. Definitions:
 - a. For the purposes of this Section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - b. For the purposes of this Section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
 - c. For the purposes of this Section, the term "Derivative Parties" shall mean any of the Contractor's subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

13. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the CAMPO and not divulged or made available to any individual or organization without the prior written approval of the CAMPO. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of CAMPO and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the CAMPO.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the CAMPO. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

14. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a

weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh or CAMPO, as part of any advertising without the prior written approval of the City of Raleigh and CAMPO.

16. <u>Cancellation</u>

CAMPO may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, CAMPO shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to CAMPO. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to CAMPO for damages sustained by CAMPO by virtue of any breach of this Contract, and CAMPO may withhold any payment due to the Contractor for the purpose of setoff until such time as CAMPO can determine the exact amount of damages due CAMPO because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to CAMPO for the purpose set forth in this Contract.

17. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry,* 29CFR 1910. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

18. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to CAMPO by the Contractor are subject to the public records laws of the State of North Carolina, and it is the responsibility of the Contractor to properly designate materials at the time of initial disclosure to the City of Raleigh or CAMPO that may be protected from disclosure as "Confidential" and/or "Trade Secrets" under North Carolina law as such and in the form required by law prior to the submission of such materials to the City of Raleigh or CAMPO. Contractor understands and agrees that CAMPO and the City of Raleigh may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

19. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO or the City of Raleigh for use in connection with the performance of this Contract and will reimburse CAMPO or the City of Raleigh for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with CAMPO.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

20. <u>Audit</u>

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

21. <u>E - Verify</u>

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

22. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

23. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Attachment A: Scope of Services
- Certificate(s) of Insurance

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

THIS CONTRACT is entered into this day of , 20 . IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and the MPO has executed with the signature of its Executive Director, acknowledged by a notary, with the official seal affixed, the day and year first above written.

CONTRACTOR:

By:

Printed Name/Title

(If corporate) ATTEST:

By:_____

Printed Name/Title (Affix Seal)

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _______Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

State of North Carolina County of Wake

I, _____, a Notary Public for said County and State, do hereby certify that <u>Chris Lukasina</u>, <u>Executive Director</u> personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2021.

_____, Notary Public

(Affix notary seal)

My Commission Expires: _____, 20____

CAMPO BRT EXTENSION MIS AND ALTERNATIVES ANALYSIS

The objective of this effort is to develop, evaluate, and recommend high-capacity transit investments in two bus rapid transit (BRT) corridors identified in the Wake County Transit Plan – the Western BRT extension and the Southern BRT extension. Conceptual alternatives will be identified and compared using evaluation metrics for each corridor.

The following tasks describe a scope of services for this project. CAMPO's goal is to complete this analysis within sixteen (16) months of a notice to proceed. The consultant budget for the project is \$430,000.

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Management Plan

The Nelson\Nygaard Team will prepare a Project Management Plan document upon Notice to Proceed (NTP) that will function as an internal operating guide for the consulting team throughout the study process and will outline the team's plan of action to successfully complete the study according to the scope of work—in a timely manner and within budget. This document will contain a refined scope of work, list of project deliverables and project schedule including interim steps, staff allocation plan, schedule and cost control plans, and a quality control plan. This effort will include a public and stakeholder involvement plan for the two corridors.

Task 1.2 Project Management Meetings and Communication

The Nelson\Nygaard team project manager and deputy project manager will hold bi-weekly project management meetings via videoconference call, with the project management team to ensure measurable progress and timely completion of the project tasks. Major issues, project status, upcoming work, and deliverables will be discussed. Weekly consultant team communications will also be conducted via videoconference.

The first project management meeting will be a project kickoff, held via videoconference. The kickoff meeting will bring together project staff and key members of the consulting team. This meeting serves multiple purposes:

- Bring together client and consultant staff working on the project
- Clarify project objectives, priorities, work products, project management, and reporting procedures
- Fine tune the project work scope and schedule
- Identify and obtain available service, financial, and market data
- Identify and obtain related transit plans and studies
- Gain further insight on local service issues and sensitivities
- Discuss immediate next steps, upcoming meetings, and deliverables

The project team will send a data request list in advance of the kickoff meeting to facilitate collection of this information. As much as possible, a review of existing services and ridership activity will take place prior to the kickoff meeting.

Task 1.3 Project Deliverables

Technical memoranda and other deliverables for each task will be provided in electronic format and distributed to the CAMPO project manager and the CTT. These interim project deliverables include an existing conditions memo, a definition of alternatives memo, an evaluation framework memo, and evaluation of alternatives summary, and a description of the preferred alignments. These will form the basis for the Final Report in each corridor.

Task 1.4 Presentation Materials

The consultant team will provide up to four (4) sets of presentation materials, as determined by the consultant and CAMPO project manager, for use in providing study updates to various committees and boards as the study progresses. The effort in Task 1.4 is to produce presentation materials. Time provided by the consultant to staff these presentations is covered in Task 6.

Task 1.5 CTT Meetings and Communication

The Nelson\Nygaard team project manager and deputy project manager will prepare for and lead monthly or bi-monthly meetings with the core technical teams established for the study to correspond with relevant tasks and deliverables. We anticipate that there will be a CTT for each of the two corridors. The first meeting with the CTTs will be a combined kickoff meeting to cover project objectives, work products, project schedule, data and information needs, etc. The CTTs will review deliverables, provide feedback, and determine how they will inform next steps for the study.

<u>Task 1 Deliverables</u>: Project management plan including a public and stakeholder involvement plan for each corridor, an overall project schedule, a schedule of project management meetings/calls, schedule of CTT meetings/calls, main project deliverables, and up to four (4) sets of presentation materials.

TASK 2 EXISTING CONDITIONS

Task 2.1 Review Past Studies and Findings

At the Project Kickoff Meeting, the Nelson\Nygaard team will provide the project management team (CAMPO staff) with a list of data requirements and confirm with the project management team the available information documents. We assume a review of up to 10 previous studies as part of this task, which could also examine ongoing planning work related to this study, including ongoing transit service planning, land use planning, public engagement summary/scan, and financial projections with specific reference to the recently-completed Wake County Transit Plan update, as well as other initiatives from Raleigh and other Wake, Durham and Johnston County municipalities (e.g., municipal comprehensive transportation plans or land use plans). We will also gather information through research and direct contact with the other area municipalities on related transportation and transit planning work. We will also gather and compile information related to future development plans and other visioning documents from the municipalities and economic development agencies and departments. This information will be

critical to understanding the future shape, density, and origin-destination patterns for the study area and, in turn, the transportation needs.

We will prepare a concise summary review of these previous efforts in relation to how they will guide the project team's subsequent work as well as be suitable for public distribution as one effort to educate stakeholders on work that has previously been done. We will produce an overall summary that presents the sum of all program and project recommendations that have been developed to date. This will help the project team identify potential gaps and other alternative approaches. It will also be used to educate stakeholders on current plans and provide a basis for them to identify additional needs and comment and critique current plans.

If studies that may affect BRT corridor evaluation or operations are currently underway, then we will develop a coordination process to ensure compatibility between efforts.

Task 2.2 Travel Market Analysis

The objective of this task is to understand the existing and future travel demand in each of the two BRT corridors. One of the most important factors in selecting corridors for major transit investments is the travel demand market served by the corridor. By understanding both existing and projections of future travel demand we can better plan and design a major transit investment that is appropriately matched to the demand potential. In this task the Nelson\Nygaard team will compile a demographic profile (race, income, age, etc.) of potential ridership and will evaluate travel demand through an origin-destination approach using existing travel behaviors as measured by the Triangle Regional Model, a regional STOPS model, and/or U.S. Census Bureau products. The analysis will also identify key development and redevelopment locations that are in the general path of the corridor. The travel market analysis will be agnostic to BRT alignment alternatives and will be used to help determine appropriate alignment alternatives in a later task.

Any previously completed ridership estimates in the analysis corridors will also be documented.

Task 2.3 Network Opportunity Scan

This task will use analysis to identify opportunities for BRT treatments within the roadway network (existing and/or planned future) and opportunities for transit priority treatments. While the corridor extents and streets being operated on may change, the initial assumed extents of each potential BRT corridor are described below:

- Southern Corridor: End of Line of Southern BRT in Garner to Clayton, via the US 70 corridor¹
- Western Corridor: Downtown Cary to RTP, via several potential options, including NC 54²

The assessment of future roadway and transit network conditions will identify cost-saving opportunities for the BRT corridors and other supporting transit services, as well as opportunities for infrastructure sharing and incorporation of BRT infrastructure elements into future roadway projects. The Nelson\Nygaard team will assess the physical characteristics of each corridor, including existing and future traffic conditions (revealed under separate efforts), signals, interchanges, roadway geometry, physical

¹ The Southern Corridor analysis along US 70 business will consider enhanced transit operational linkages from downtown Clayton to the US 70 Bypass (future I-42 freeway) via US 70 bus.

² The Western Corridor analysis to RTP will consider enhanced transit operational linkages to the I-40 and NC 147 (future I-885) freeways in the vicinity of Hub RTP and the anticipated future site of the relocated Regional Transit Center.

constraints, etc. that are relevant to the capacity or potential for BRT infrastructure, if necessary, or operation of BRT/express services in mixed traffic.

Task 2.4 High Level Corridor Environmental Review

A high-level environmental scan of alternatives is an important factor in identifying possible environmental fatal flaws and, ultimately, selecting the locally preferred alternative. The Nelson\Nygaard team will perform a GIS-based, high level environmental scan for both of the BRT extension corridors to identify potential significant environmental constraints in the study area. This review will include the following environmental resources:

- Waterways/floodplains
- Schools
- Railroads
- Archeological resources (desktop survey only)
- Community facilities
- Fire stations
- Hazardous materials sites (database search only)
- Historic/cultural resources (desktop survey only)
- Hospitals
- Other health care facilities
- Libraries
- Neighborhoods
- Parks
- Places of worship
- Police stations

The environmental scan will assist in developing environmental screening criteria and in assessing alternatives with minimal environmental impacts and those that may result in challenging or unacceptable impacts.

The environmental scan will also identify opportunities to improve access and mobility for existing highequity need populations. Concurrently, we will assess any potential environmental justice impacts of each of the BRT corridors.

Task 2 Deliverables: 1) Memo distilling past relevant studies and associated findings, travel market analyses, assessment of future roadway and transit network conditions to identify cost-saving opportunities, and physical characteristics of each corridor; 2) Environmental constraints; 3) Data collected and used to inform the aforementioned deliverables.

TASK 3 EVALUATION FRAMEWORK AND BRT ALTERNATIVES DEVELOPMENT

Task 3.1 Problem Statement

This task will provide decision-makers with a high level identification of the specific transportation problem to be solved within the two BRT corridors. The problem statement would be used as a basis for later development of a purpose and need statement for each corridor. The problem statement will rely on findings from Task 2 as well as previous efforts, and could include existing transit travel times, the need to support fast-growing areas, and/or reliability issues.

Task 3.2 Evaluation Framework

The Nelson\Nygaard team will develop an evaluation framework for each corridor extension to assess the efficacy of various alternatives against regional and community goals and objectives. The measures will incorporate, but not be limited to, project justification criteria used by the FTA for New Starts/Small Starts funding. The evaluation frameworks will be developed collaboratively with the CTTs for the study and will include, but not necessarily be limited to, the following considerations:

- Speed & Reliability;
- Ridership Projections;
- Connectivity and Ease of Access (e.g., bicycle and pedestrian connectivity);
- Supporting Transit Network Connections;
- Equity;
- Transit-Supportive Land Use and Economic Development Potential;
- Sustainability and Environmental Impact;
- Constructability;
- Roadway Projects Providing Support Opportunities;
- Cost Effectiveness; and
- Feasibility of Further Corridor Extensions to the West/East.

The evaluation criteria are anticipated to include both qualitative and quantitative elements related to performance, socio-economics, land use, and livability, and rely on data compiled as part of Task 2. They are meant to form the basis of both an initial corridor screening as well as a more in-depth assessment found in Task 4.3.

Task 3.3 Western BRT Extension Alternatives Development

The purpose of this subtask is to identify potential alignments that would connect downtown Cary with RTP and consider two time horizons – opening year (2030) and a later future horizon year (2040 or 2050). A list of potential alignment options will be developed and an initial screening process will be undertaken to reduce the number of alternatives. Up to two alternatives will undergo a more detailed analysis and evaluation. The more detailed corridor assessment will include the specific locations for infrastructure interventions such as dedicated right-of-way, dedicated lanes, RED bus lanes (which permit complementary uses of <u>R</u>ight turns, <u>E</u>mergency vehicles, and <u>D</u>riveway access), queue-jumpers or signal priority.

In the more detailed evaluation process, specific elements that will be defined for up to two BRT alternatives include:

- Alignment Center vs. Side Platform Design, Loading, and Operations: The design and operating characteristics of the alignment type vary greatly, and the tradeoffs must be documented. The amount of in-traffic, guideway, or some other type of guideway must also be defined.
- Station Locations: The stop spacing, number of and locations of stations will influence capital and operating costs, as well as the ridership levels. The parking assumptions at each station should also be defined, as will be assumptions on whether stations are shared with local bus service or not.
- **Traffic Signals:** Modifications to traffic signals and the opportunities for bus signal priority will be identified.

Task 3.4 Western BRT Extension Operating Plan

The Nelson\Nygaard team will develop an operating plan for the Western BRT corridor, which will serve as a basis for alignment evaluations in Task 4. Operating plans will be developed for each alignment and will be dependent on alignment length and the anticipated supporting capital infrastructure. The development of a market-appropriate operating plan will consider opening year (2030) and a later future horizon year (2040 or 2050). This will be informed by the travel market analysis. The operating plan will include assumptions related to daily and annual vehicle hours of service; peak and total fleet requirements, including storage and maintenance requirements; service frequencies; vehicle running times; and any sources of running time variability. It should be noted that based on demand, the level of BRT investment may differ in 2030 versus the later horizon year (e.g., 2040 or 2050).

We will work with the CTT to develop and confirm the cost input parameters and assumption bases to be used for both fixed route service hours and BRT operations. The analysis will include the specific recommended locations for infrastructure interventions such as dedicated right-of-way, dedicated lanes, RED bus lanes (which permit complementary uses of <u>R</u>ight turns, <u>E</u>mergency vehicles, and <u>D</u>riveway access), queue-jumpers or signal priority. The operating impacts of a given alignment will be used to determine if additional infrastructure is necessary to improve speeds, reliability, or reduce operating costs.

Task 3.5 Southern BRT Extension Alternatives Development

This subtask will identify potential alignments that would connect Garner with Clayton and consider two time horizons – opening year (2030) and a later future horizon year (2040 or 2050).

A list of potential alignment options will be developed and an initial screening process will be undertaken to reduce the number of alternatives. Up to two alternatives will undergo a more detailed analysis and evaluation. The more detailed corridor assessment will include the specific locations for infrastructure interventions such as dedicated right-of-way, dedicated lanes, RED bus lanes (which permit complementary uses of <u>R</u>ight turns, <u>E</u>mergency vehicles, and <u>D</u>riveway access), queue-jumpers or signal priority.

In the more detailed evaluation process, specific elements that will be defined for up to two BRT alternatives include:

- Alignment Center vs. Side Platform Design, Loading, and Operations: The design and operating characteristics of the alignment type vary greatly, and the tradeoffs must be documented. The amount of in-traffic, guideway, or some other type of guideway must also be defined.
- Station Locations: The stop spacing, number of and locations of stations will influence capital and operating costs, as well as the ridership levels. The parking assumptions at each station should also be defined, as will be assumptions on whether stations are shared with local bus service or not.
- Traffic Signals: Modifications to traffic signals and the opportunities for bus signal priority will be identified.

Given that demand in this corridor may not warrant full BRT treatments in 2030, differing investment strategies for 2030 and a chosen future horizon year (e.g., 2040 or 2050) may be developed. These will be developed during the initial screening phase, prior to carrying forward any results to Task 4.3.

Task 3.6 Southern BRT Extension Operating Plan

The Nelson\Nygaard team will develop an operating plan for the Southern BRT corridor, which will serve as a basis for alignment evaluations in Task 4. Operating plans will be developed for each alignment and will be dependent on alignment length and the anticipated supporting capital infrastructure. The development of a market-appropriate operating plan will consider opening year (2030) and a later future horizon year (2040 or 2050). This will be informed by the travel market analysis. The operating plan will include assumptions related to daily and annual vehicle hours of service; peak and total fleet requirements, including storage and maintenance requirements; service frequencies; vehicle running times; and any sources of running time variability. It should be noted that based on demand, the level of BRT investment may differ in 2030 versus the later horizon year (e.g., 2040 or 2050).

We will work with the CTT to develop and confirm the cost input parameters and assumption bases to be used for both fixed route service hours and BRT operations. The analysis will include the specific recommended locations for infrastructure interventions such as dedicated right-of-way, dedicated lanes, RED bus lanes (which permit complementary uses of <u>R</u>ight turns, <u>E</u>mergency vehicles, and <u>D</u>riveway access), queue-jumpers or signal priority. The operating impacts of a given alignment will be used to determine if additional infrastructure is necessary to improve speeds, reliability, or reduce operating costs.

<u>Task 3 Deliverables</u>: Memo documenting development of transportation problem statement, development of evaluation framework, and development of BRT alignment, infrastructure, and operating alternatives

TASK 4 BRT ALTERNATIVES EVALUATION

Task 4.1 Operations Analysis

The Nelson\Nygaard team will assess existing operational conditions on each corridor by examining the existing operational and ridership data for transit routes on the corridor. Any near-term transit priority investments planned for either corridor will be documented as well. The team will consult with the CTT while conducting this analysis.

Task 4.2 Ridership Analysis

Ridership estimates are strongly influenced by the land use assumptions of the areas served. Typically, the land use and population and employment growth forecasts made by CAMPO form the basis of ridership modeling – as the land use projections have been locally approved and federal funding is dependent on using approved projections. The evaluation of alternatives should include ridership estimates for three identified alternatives. The three alternatives will account for a southern extension model run from Raleigh/Garner to Clayton, a model run from Raleigh/Cary to RTP, and either a combined run of both scenarios or a second Raleigh/Cary to RTP alternative. The three alternatives equate to a total of 6 runs which includes either 2019 existing conditions or proposed opening year (that will be determined at a later date) and a future horizon year (which will also be determined at a later date) using the Simplified Trips-On-Project Software (STOPS) model. WSP is proposing that the regional STOPS model developed for the commuter rail study by GoTriangle be requested by CAMPO for use on this project. This model is already calibrated to regional conditions and would only require adding the three City of Raleigh BRT corridors into the future transit network for both opening year and later future horizon year ridership estimates to assure 2019 (pre-COVID) conditions. This scope assumes the regional model is available for use.³

The consultant will also implement the land use data and network skimming from the TRMv6.

The Consultant will utilize the already calibrated regional model without major adjustments. Route counts may be updated to reflect 2019 conditions, but stop/route calibration will utilize the internal ability of STOPS to factor the counts (type 12) for any adjustments that might be needed.

After updating the regional STOPS model, the Consultant will estimate ridership for the three alternatives for either the 2019 existing conditions or the proposed opening year, as well as one additional Future Year (to be determined in conjunction with CAMPO).

This subtask includes the preparation of a technical memorandum describing the model development effort and assumptions and principal forecast results. This documentation does not include the required details for FTA documentation for New Starts/Small Starts submittal.

The forecasts of ridership will be combined with the conceptual design plans to evaluate the best alternative that balances the capital investment with the ridership demand.

Task 4.3 Alternatives Evaluation

The consultant team will generate a comparison matrix for each BRT alternative building upon the evaluation metrics identified in Task 3. After an initial screening (in Tasks 3.3 and 3.5) to reduce the number of alternatives to up to three, a more in-depth evaluation of each corridor will be conducted, and will likely include the following categories:

- Ridership estimates
- Capital and operating costs

³ If the regional model from the commuter rail study is not available, then extra effort will be required to update the model WSP developed for the New Bern avenue/western corridors. That effort is not assumed in this scope.

- Constructability
- Land use impacts
- Environmental screening
- Traffic analysis
- Affordable housing
- Job accessibility

These criteria will be utilized to evaluate the relative strengths and challenges of alternatives in each corridor.

Task 4.4 Engineering Feasibility Evaluation

The consultant team will assess the feasibility of the alternatives developed in Task 3 for engineering feasibility and practicality. Engineering considerations include construction and operation of BRT running ways and treatment of BRT vehicles operating in mixed traffic, as well as overall maintenance of the road right-of-way. This consideration will focus on how BRT may integrate with other users of the roadway network and maintenance considerations on the part of local municipalities, state department of transportation, or the designated project sponsor.

Task 4.5 Capital Costs

The team will develop capital cost estimates associated with recommendations that we make related to the BRT running way, stations, multimodal facilities, transfer hubs, park-and-rides, expanded maintenance facilities, and related systems and wayfinding. The capital cost concepts will also include design allowances for roadway improvements or traffic enhancements. We will work with the CTT to coordinate cost estimates for consistency with other planning documents. For costing assumptions, unit costs will be developed based on recent experience with the New Bern BRT. The FTA standard cost categories format will be the basis of the cost estimates. Property acquisition costs are not assumed to be part of the cost estimating process, but any property acquisition needs will be identified.

Task 4.6 Operating Costs

Operating costs will be developed for Opening Year (2030) and a future Horizon Year (e.g., 2040 or 2050) based on net impacts to bus service hours for both BRT and the local bus network. To the net impacts on bus service hours we will apply a cost basis using data from the current transit operators in Wake County and existing revenue hour operating costs for the local bus and a BRT revenue service hour operating cost basis. In other recent work we have costed BRT to reflect both the operational service hours and reflect a maintenance cost associated with the related BRT operating facilities—running way, stations, systems, etc.—that are not generally associated to the same degree with fixed-route bus networks.

Task 4.7 Synthesis of Alternatives Evaluation

The consultant team will generate a comparison matrix for each BRT alternative based on the evaluation conducted in Tasks 4.1 through 4.6. The consultant team will apply the previously developed evaluation framework to the range of alternatives developed in Task 3 to yield results in the form of a rubric that can be used to compare and contrast the efficacy or performance of alternatives. This subtask will distill the alternatives evaluation into major findings as well as any additions or updates resulting from presentation

of these findings to the CTT and/or external stakeholder groups. This synthesis will be used as the basis for the selection of the preferred alignment(s) at the outset of Task 5.

<u>Task 4 Deliverables</u>: 1) Summary report or memo detailing cost estimates and assumptions for capital infrastructure improvements, vehicles, proposed operating plans, etc. for each corridor; 2) Summary report or memo detailing results of applying evaluation framework to each identified alternative; 3) Summary report or memo detailing travel demand modeling scenarios and results; and 4) All data collected and used to inform the aforementioned deliverables.

TASK 5 REFINEMENT OF PREFERRED ALIGNMENT(S)

Task 5.1 Selection of Preferred Alignment(s)

The consultant team will support CAMPO in the selection of the preferred alignment (one alignment for each of the two corridors). This selection will be done in conjunction with the CTT, public input, and external stakeholders, and will be based on the evaluation conducted in Task 4. The effort in this subtask will be to make specific refinements to each of the two alignments based on input received through the engagement process, such as changes to stop locations, fleet assumptions, operating assumptions, physical alignment, or signal treatments.

Task 5.2 Risk Assessment

The Nelson\Nygaard team will develop an overarching risk register for the preferred alternative for each BRT corridor. The register will include a risk score for various project development elements including but not necessarily limited to: project scope definition, project staffing, project urgency (based on understanding of transportation needs and prioritization), project schedule, capital and operating costs, procurement complexities, environmental constraints, and external stakeholder coordination. The risk assessment is intended to highlight aspects of the preferred alignments that may compromise on-time project delivery for future project sponsors.

Task 5.3 Federal Feasibility Assessment

The consultant team will assess the feasibility of federalizing either of the corridors to take advantage of FTA formula and discretionary grant programs, including the Capital Investment Grants Program. The consultant team will compile relevant information from federal funding processes and prepare an assessment of how competitive the preferred alignments are in relation to previous funding recipients in relation to key funding criteria such as ridership, cost, and travel time competitiveness.

Task 5.4 Identification of Project Sponsors/Operating Agency

This task will recommend each corridor's project sponsor. Specifically, the agency to lead the project development and preliminary design process and to ultimately construct the investments will be identified. In addition, the operating entity will be identified as well.

Task 5.5 Implementation Strategy

The implementation strategy documents key decisions from this effort, highlighting what is known and unknown, and making recommendations on what needs to be addressed during future phases. The intent of the implementation strategy is to provide recommendations for how to make sure the effort transitions seamlessly into project development. It will include some insights into future stakeholder outreach, including key issues or questions that require resolution with partner agencies and/or the community. It

will also include a high-level schedule which identifies the start and end dates (Year 1 for example, if specific years are not identified) for the environmental and design process and the major construction elements to be considered.

<u>Task 5 Deliverables</u>: 1) Description of the preferred alignment(s); 2) Planning-level risk register for the preferred alignments; 3) High-level report documenting assessment of feasibility of federalizing alternatives within each corridor; 4) Memo providing basis for recommendation of project sponsor and operating entity for each corridor.

TASK 6 PUBLIC AND STAKEHOLDER ENGAGEMENT

A successful public engagement process will provide engagement opportunities at key milestones to achieve consensus on project recommendations and outcomes. It will build on the public engagement efforts conducted for the Wake BRT: Southern Corridor and Wake BRT: Western Corridor projects to provide a starting point for project goals as we move forward with recommending the locally preferred alternatives for the extensions of these corridors. Engagement for this project will happen simultaneously, while being conscious of the differences in the community, goals and priorities, and needs for the public in the two study areas. This scope accounts for three (3) phases of public engagement as follows:

- Phase I: Educate the public on BRT, the study purpose and goals while soliciting feedback on the development of the evaluation framework to capture regional and community transportation goals and priorities.
- Phase II: Share with the public the outcomes of Phase I of engagement, provide an update on alternatives development, and solicit input on the evaluation of alignment and station alternatives.
- Phase III: Present the final project findings and the recommended locally preferred alternative for each of the corridors for public review and comment.

Subtask 6.1 Public Engagement Plan

There is no single method that works with all constituencies, and instead, an outreach plan needs to be multi-faceted and flexible. Recognizing this, our proposed approach to engaging the community includes a variety of strategies, each of which is designed to be efficient and effective. The consultant will develop a Public Engagement Plan (PEP) to detail public engagement efforts throughout the project. The PEP will cover both the Southern BRT Corridor Extension and the Western BRT Corridor Extension, detailing the goals for engagement, how each phase will be publicized, and the tools and techniques to effectively engage the public, stakeholders, and agencies. The PEPs will be based on existing polices and plans from the CAMPO, the larger Wake BRT program, the Town of Morrisville, the Town of Cary, the Town of Garner, and the Town of Clayton. The PEP will include:

- the goals for engagement overall and for each phase,
- target audiences and stakeholders,
- the Stakeholder Oversight Team (SOT) invitation list,
- how each phase will be publicized,
- the techniques to effectively engage the public and stakeholders; and,
- a schedule to detail when activities are anticipated to occur.

The plan will incorporate CAMPO's Public Involvement Plan practices, as well as policies or strategies included in the adopted Wake Transit Public Engagement Policy. Additionally, performance measures will

be included based on CAMPO's Public Involvement Plan. The consultant will have a meeting with CAMPO to review and discuss the PEP prior to finalizing. The PEP will have the flexibility to be modified, in agreement with CAMPO, as the project progresses based upon tools and techniques that work best or to practice safe social distancing as guidance changes. CAMPO will provide comments in one document, and the consultant will revise up to one time prior to finalizing.

Subtask 6.2 Stakeholder Engagement

Stakeholder Oversight Team Coordination Meetings

CAMPO will establish a Stakeholder Oversight Team (SOT) for each corridor comprised of local, regional and state agencies, and key community stakeholder representatives including community advocates and neighborhood associations. The intent of the group is to provide a forum for feedback on project goals, evaluation criteria, and tradeoffs on alternatives to help guide the project.

The consultant will prepare, facilitate, and document up to six (6) SOT meetings (three meetings in each corridor). There will be one (1) meeting for the Western BRT Corridor Extension and one (1) meeting for the Southern BRT Corridor Extension prior to each phase of public engagement to seek stakeholder input, review materials prior to going public, and seek stakeholder's assistance in outreach efforts within their networks. These meetings are intended to provide regular coordination opportunities between CAMPO and the SOT throughout the project and solicit feedback from SOT on project development. These SOT meetings will be up to two (2) hours each and include participation by the Project Manager, Deputy Project Manager(s), and additional consultant or sub-consultant staff as needed with a total number of attendees not exceeding four (4) personnel. One member of the Public Engagement Team will attend the SOT meetings occurring in the first two phases of engagement. The consultant will prepare the meeting agendas, presentation materials, and facilitate the committee meetings. The consultant may use its subscription to PollEverywhere, a live polling tool during the meetings to collect SOT input and conduct group "interviews" to seek feedback. CAMPO will be responsible for issuing invitations to participating committee members and providing meeting accommodations or web meeting platform.

Local Official Briefings

The consultant will attend up to eight (8) separate council, board, or agency meetings to provide briefings on the progress of the BRT Extensions MIS throughout the study. As explained under Task 1.4, the consultant will provide up to four (4) sets of presentation materials throughout the duration of the study that can otherwise be used by participant agency staff to provide progress updates to various constituent boards, councils, or committees. It is assumed that staff from CAMPO and other agencies will attend and provide updates to constituent boards, councils, or committees, as requested of and negotiated with CAMPO throughout the study. These bodies could include, but are not limited to, Town of Garner, Town of Clayton, Town of Cary, Town of Morrisville, Wake County Board of Commissioners, Johnston County Board of Commissioners, CAMPO Executive Board, Wake County Transit Planning Advisory Committee, Durham-Chapel Hill-Carrboro MPO Board, Durham County Commissioners, Durham City Council, etc. It is assumed up to four (4) of the meetings will focus on the Southern BRT Corridor Extension and up to four (4) will focus on the Western BRT Corridor Extension. However, staffing resources for these meetings will be discussed by the CTTs in advance and may be rearranged to accommodate actual needs.

Subtask 6.3 Public Engagement

Task Coordination

Two members of the Public Engagement team will participate in up to three (3) one and a half (1.5) hour pre-planning public engagement meetings with CAMPO to plan and prep for public engagement prior to

each phase. Each meeting will include time to discuss both the Southern BRT Corridor Extension and the Western BRT Corridor Extension.

Public Outreach

Public outreach is a key part of the public engagement program. The consultant will develop several materials as listed in this section to inform the public how and why they should participate. The materials will be specific to the corridor in which they are being used. Marketing material content will be developed by the consultant and approved by CAMPO.

CAMPO will be responsible for printing and distributing marketing materials and hosting the social media account.

Promotional Flyers

The consultant will develop up to two (2) flyers per phase of engagement, one (1) for each corridor that can be distributed along the corridor to physical locations such as businesses and community/government buildings. A total of six (6) flyers will be developed. The consultant will revise each flyer up to one time. CAMPO will distribute the flyers electronically to stakeholders and project partners. The Consultant will translate the flyers into Spanish.

Social Media

CAMPO's social media accounts will share project information and promote public participation. The consultant will provide six (6) unique posts for each of the three (3) phases of public engagement, assuming three (3) will be used to promote the Southern BRT Corridor Extension and three (3) will be used to promote the Western BRT Corridor Extension. CAMPO will review, approve, and post content on the appropriate social media channels. CAMPO will distribute social media posts from the CAMPO accounts. The consultant will revise materials up to one time.

To increase social media reach, CAMPO will identify related organizations to request their participation in sharing CAMPO's social media posts. These organizations may include local municipalities, counties, community groups, and other local stakeholders. CAMPO will provide the stakeholders with the schedule of social media posts.

E-blasts

CAMPO will distribute e-mails to share project information with the general public using CAMPO's public email list through PublicInput. CAMPO will also distribute information to the SOT and partner agencies. CAMPO will seek email lists for citizens who participated in previous studies to ensure these interested citizens are engaged in this effort. Two (2) e-blasts will be developed per phase of engagement, one (1) for each BRT Corridor Extension area for a total of six (6) by the consultant and revised up to one time.

Press Release

The consultant will develop up to three (3) press releases to announce project updates and public participation opportunities. The consultant will revise each press release up to one time. CAMPO will be responsible for identifying appropriate media outlets and distributing the press releases.

Media Requests/Interviews

CAMPO will be responsible for any requested media interview.

Public Informational Meetings

The consultant will provide support for and participate in up to four (4) virtual public meetings, assuming two (2) public meetings for the Western BRT Corridor Extension and two (2) public meetings for the Southern BRT Corridor Extension. The consultant will develop a presentation for the final phase; CAMPO will record the presentation for inclusion on the website.

| Meeting No. | Primary Topics |
|--|--|
| 1 – Southern BRT Corridor Extension | Phase I: Educate the public on the study purpose and goals while soliciting feedback on the development of the evaluation framework to capture regional and community transportation goals and priorities. |
| 2 – Western BRT Corridor Extension | Phase I: Educate the public on the study purpose and goals while soliciting feedback on the development of the evaluation framework to capture regional and community transportation goals and priorities. |
| 3 – Southern BRT Corridor Extension | Phase II: Share with the public the outcomes of Phase I of engagement, provide an update on alternatives development, and solicit input on the evaluation of alignment and station alternatives |
| 4 – Western BRT Corridor Extension | Phase II: Share with the public the outcomes of Phase I of engagement, provide an update on alternatives development, and solicit input on the evaluation of alignment and station alternatives |

The consultant will develop up to two (2) sets of virtual public meeting materials, per phase, for a total of up to four (4) sets of meeting materials. One set will focus on the Western BRT Corridor Extension and one set will focus on the Southern BRT Corridor Extension, per public meeting. These materials will be based on presentations developed for the CTT updates. Each set of virtual public meeting materials will include:

- One (1) meeting presentation
- One (1) handout (formatted for digital viewing and printing)
- One (1) online survey (to also be developed in a print format)

Meeting materials and the meeting recording will be available on the project website. The consultant will provide CAMPO with digital files of public meeting materials so CAMPO can print upon public or stakeholder request. The consultant will revise materials up to one time based on feedback from CAMPO.

CAMPO and the consultant will determine the format for each virtual public meeting (an open house style where information is available for the public to view at their leisure or presentation style where a presentation is given at a specific time) prior to each phase based on the goals for engagement and the information available. If meetings include a presentation, meetings may be live streamed and recorded. If public meetings are open house style, the materials will be posted to the website to provide the public with flexibility to review and provide input.

CAMPO's online meeting platform subscription will be used for live virtual meetings. One (1) member from the Public Engagement Team will attend each meeting with the PM and DPM.

Online Surveys

The consultant will develop content for online surveys specific to each BRT Corridor Extension area to solicit public input during the first two (2) public engagement periods, for a total of four (4) surveys. CAMPO will use their PublicInput.com subscription, an online survey platform. The consultant will provide content and graphics for up to four (4) surveys that will be developed in PublicInput.com by CAMPO. CAMPO will provide an update mid-way through each engagement period on performance of surveys and coordinate with the consultant to identify gaps in target populations' involvement. The consultant will conduct analysis of the results. The consultant will revise the survey content up to one time per survey based on feedback from CAMPO.

Targeted Outreach

The consultant may conduct up to six (6) targeted public engagement activities, with the goal of reaching populations that may not participate in the public meetings/workshops or use the website. These activities may include pop-up events at locations along the project corridor (grocery store, place of worship, etc.), meetings with specific stakeholders (ex. business alliances), community gatherings (sport leagues), focus groups, or other tailored engagement events. These will focus on maximizing public participation and meaningful dialogue, especially with Environmental Justice, Limited English Proficiency, or other communities that have not historically participated in similar projects. **CAMPO will identify stakeholders and/or locations,** as well as provide scheduling logistics for these tailored events. The consultant will staff the direct public engagement activities.

The consultant will use existing promotional materials and graphics for direct public engagement activities. The flyers, social media content, and handouts developed by the consultants will be translated into Spanish.

Subtask 6.4 Project Website

One of our first steps in the process will be to develop a project webpage. The webpage is expected to be developed, managed, and hosted by the consultant. The consultant will develop content to populate the webpage throughout the study. Project webpages are essential communication tools to deliver a consistent and single message to the public. The webpage will include:

- A project overview,
- Anticipated schedule,
- Surveys,
- Contact information and participation opportunities; and,
- Information about public input and recommendations for the locally preferred alternative that are developed.

The consultant will use the webpage to post all materials that are developed for public meetings. The website may be used to serve as a virtual open house depending on the goals and nature of each phase of engagement. The consultant will host and maintain the website for two years. Following the project, the consultant will provide all web files to CAMPO.

Subtask 6.5 Summary Report

The consultant will develop up to one (1) written public engagement summary, including both the Western BRT Corridor Extension and Southern BRT Corridor Extension, per engagement phase for a total of up to three (3) summaries. The summaries will include graphics and charts to illustrate public input from meetings, surveys, and other engagement opportunities. All summaries will be combined into one

document to be included in the final project report. The consultant will revise each summary up to one time based on feedback from CAMPO.

Task 6 Deliverables:

- (1) Public Engagement Plan
- (6) SOT meetings including prep, facilitations, and documentation
- (8) Local Official Briefings
- (3) Pre-Planning public engagement meetings
- (18) Social Media Posts
- (6) Promotional Flyers
- (6) E-blasts
- (3) Press releases
- (4) sets of public meeting materials
- (4) online surveys
- (12) targeted outreach events
- Content for the webpage
- (3) engagement summary reports

Assumptions:

- There will be three (3) phases of public engagement. Virtual public meetings will be held for the first two phases. All public meetings will be held virtually.
- The consultant will develop project content, including visuals such as infographics, and materials for activities as listed in the SOW.
- The consultant will provide Spanish translations for social media, the flyer, and the handout. The PublicInput survey will use GoogleTranslate embedded on the website. Website content will be translated using GoogleTranslate. CAMPO will provide translations for additional languages, as requested by the public.
- CAMPO will provide interpretation services at public meetings if requested by a member of the public 7 days prior to the public meeting so arrangements can be made.
- CAMPO will electronically distribute outreach content including social media, flyers, and press releases.
- CAMPO will be responsible for media inquiries and notifications.
- CAMPO will be responsible for costs associated with mailing print materials to individuals upon request; mass mailings are not anticipated.
- CAMPO will be responsible for costs associated with social media and/or print advertising, should CAMPO choose to use paid advertising.
- The consultant will develop and maintain the project webpage.
- Optional services such as producing project videos, or translation of materials beyond the items mentioned in this section require the SOW to be shifted or additional funding.