

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT (this "Contract") is entered into by and between RAMEY KEMP & 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. Scope of Services

The Contractor shall perform for CAMPO the following described services:

2. Time of Performance

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 March 29, 2019. 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. Compensation; Time of Payment

For services to be performed hereunder, the CAMPO shall pay the Contractor a not to exceed contract amount of \$200,000.00 for services performed during fiscal year (FY) 2017 - 2018 and \$150,000.00 for services performed during FY 2018 - 2019 for a total contract amount of \$350,000.00 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. Workmanship and Quality of Services

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. Standard of Care

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. Notices

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

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

Telephone: 919-996-4400

Contractor:
Attn:
Roger Henderson
Ramey Kemp & Associates
5808 Faringdon Place, Raleigh, 27609

Telephone: 919-872-5115
Email: rhenderson@rameykemp.com

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

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

7. Non-discrimination

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. Minority or Women Owned Businesses

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and

conducting business with women and minority owned business enterprises. The Contractor shall adhere to any MWBE requirements associated with any public funding involved in this Contract

9. Assignment

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

10. Applicable Law

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 its 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 is 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 Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. 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 employees liability of no less than \$1,000,000 each accident.

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, or written specifics as to which coverage is no longer in compliance. **The Certificate Holders' addresses should read:**

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

and

CAMPO
421 Fayetteville Street, Suite 203
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. 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 acceptable to CAMPO.

12. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of CAMPO, the Contractor shall indemnify and hold and save CAMPO, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

Except to the extent caused by the sole negligence or willful misconduct of the City of Raleigh, the Contractor shall indemnify and hold and save the City of Raleigh, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

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. Cancellation

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 contractors 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. Audit

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.

20. E - Verify

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.

21 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.

22 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 12th day of October, 2017.

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:



Montell Irvin
President/Chief Executive Officer

(If corporate)

ATTEST:

By:



Rynal Stephenson / Regional Manager

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, Valorie D. Lockhart, a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director 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 _____, 2017.

Valorie D. Lockhart, Notary Public

(Affix notary seal)

My Commission Expires: February 17, 2021

DRAFT SCOPE OF SERVICES

Task 1. Coordinate with Core Technical Team (CTT) and Study Oversight Team (SOT)

The project team will organize and facilitate a joint orientation workshop with CAMPO staff, the CTT, and the SOT prior to contract signing to ensure the scope, schedule, and communications plan are accepted. Presentation material will be high-level and reflective of the quality of deliverables CAMPO can expect from the RKA Team throughout the study. Following the workshop, RKA will provide a final Work Plan to define all key elements of the study process. The RKA Team will provide a report framework for CAMPO to review. The framework will be a catalyst for study launch and it will aid the RKA Team in fitting technical pieces into a report as they are completed.

The RKA Team will work with CAMPO to create a project brand and initial communication products that will guarantee a successful launch. Also during this time, the RKA Team will work diligently to amass data and prior reports that are relevant to the SWAS Update so we have all the information we need to begin work.

CTT Meetings (RKA will be available to attend CTT meetings to give status updates, as directed by CAMPO staff)

1. Scoping (see above)
2. Existing Conditions (see task 2)
3. Hot Spot Analyses (see task 5)
4. Transit, Bicycle and Pedestrian and Rail Crossings (see tasks 6-8)
5. Public Engagement status reports (see task 9)
6. Performance Standards (see task 10)
7. Draft Plan

Resources: Project management team (Roger Henderson and Scott Lane) and GIS/planning staff

Deliverables: (1) Refined work plan and (2) Data transmitted from CAMPO and stakeholders to RKA

Task 2. Conduct Demographic, Land Use, Environmental and Transportation Review

Existing conditions and issues will be described in a power point presentation and refined by giving summary presentations in a traveling road show. Information will be updated from the 2012 SWAS very early in the SWAS Update process. Video segments will be shot. Round one of the traveling road shows will be focused on capturing the thoughts of participants and ensuring that our summary of data doesn't overlook something that is raised by a citizen.

The study area for the original Southwest Area Study will be revised for this plan update – generally extending the northwest boundary to US 64 in Apex and Cary and respecting traffic analysis zone boundaries in the immediate area. RKA will review the original Southwest Area Study recommendations and 2045 MTP recommendations for the new study area and pull demographic data, including but not limited, to population, household and employment trends and growth forecasts from 2015 to 2045. RKA will work closely with CEI (specifically Matt Noonkester) to review and describe existing and future land use patterns in the new study.

The previous parcel-based Southwest Area Study CommunityViz Model was developed in 2012. CEI (specifically Matt Noonkester) will work with CAMPO staff to incorporate data, assumptions, and wizards from the Triangle Region CommunityViz Model, v. 2.0 into a new parcel-based Southwest Area Study CommunityViz Model created with version 5.1 of the software. The new Model will assume the preferred growth scenario developed for the CAMPO 2045 MTP with updates made to reflect recent planning efforts in Fuquay-Varina and Holly Springs. The land suitability analysis in CommunityViz will also be updated to reflect new growth drivers in recent plans prepared by the two communities. All other data and assumptions in the new Model will reflect the work completed by TJCOG and CAMPO for the Triangle Region CommunityViz Model, v. 2.0 (including influence of the Wake County Transit Master Plan in the SWAS study area). No land use scenario testing is assumed for the update of the Southwest Area Study.

A copy of the new Southwest Area Study CommunityViz Model and all supporting data will be delivered to CAMPO for their future use independent of the consultant team. Findings and conclusions from the CommunityViz Model will be shared with the CTT and SOT during regularly scheduled meetings, if needed.

RKA will conduct an inventory of existing at-grade and grade-separated rail crossings and safety features at each at-grade crossing. RKA will inventory existing access points along major corridors in the study area. RKA will tabulate crash data (five years of history provided by NCDOT), traffic volumes and planning-level capacities for roads into and within the study area, including nearby roads that affect the study area. RKA will use digital mapping to estimate the existing grades and slopes on secondary roads (SR routes) in the study area. RKA will list the transportation improvement projects from the CTP, LRTP and TIP within the study area. RKA will obtain digital mapping from local governments showing sidewalks, trails, greenways and bike lanes.

Stantec will create a map showing high-quality natural resources in the study area. Significant cultural and historic sites along with prime farmland, water supply watersheds, threatened and endangered species and other natural features will be identified by Stantec. An overview of urban transit services planning or existing in the study area will be documented by Stantec. Rural transit service that is currently provided in the area by Wake County TRACS and HARTS will be summarized by Stantec. RKA will review local government policies that relate to transportation and compare with CAMPO goals. RKA will identify general areas for policy modification to align with the CAMPO goals.

The RKA Team will present existing conditions for transportation, development, and economics to the CTT using a tapestry assessment created by the project team. Participant interviews and videos will be shown to the CTT. The presentation to the CTT will use map series power point slides to visually depict and describe existing conditions and issues.

RKA will prepare a summary report entitled "Context and Issues Technical Report".

Resources: Consultant team, including Roger, Brian, Scott, and Matt. Roger will facilitate. Client assistance with some logistical issues, coordination participation, and scheduling CTT meetings.

Deliverables: (1) Five traveling road shows plus summary, (2) Demographic, land use, economic, environmental, and transportation issues analysis in a power point format, (3) CTT meeting preparation and facilitation, (4) "Context and Issues Technical Report", and (5) Southwest Area Study CommunityViz Model. Following this phase, RKA will draft the Public Opinion Report and continue to build on it throughout the process.

Task 3. Review Existing and Concurrent Plans and Planning Efforts

It will be important to build on and not replicate recently completed or ongoing studies conducted by others. The RKA Team will prepare a list of adopted plans and study reports we will review. CAMPO will review the list and seek input from other agencies, as deemed appropriate. CAMPO will provide RKA with comments on the original list. RKA will review and synthesize salient information from each report and present the synthesis to CAMPO for comment and discussion. RKA will initiate outreach to appropriate agencies to engage in discussions about any updates or implementation since the reports were published.

Based on the review of existing and concurrent planning efforts and discussions with staff, RKA and Stantec will prepare a draft vision for safety, multi-modal mobility and land development patterns designed to sustain transportation recommendations for the area.

Year 2045 travel demand projections, by mode, will be obtained from CAMPO. Stantec staff are available to run the model for 2045 Existing + Committed (E + C) and 2045 LRTP performance, if needed. We will begin the SWAS Update with the Preferred Alternative from the 2012 SWAS Plan.

Resources: RKA with input from Stantec, CTT members, SOT members, CAMPO staff.

Deliverables: (1) Policy recommendations (2) Inventories, (3) Recommendations, (4) Vision Statement, (5) Joint CTT/SOT meeting, and (6) Draft SWAS report.

Task 4. Develop Roadway Element

RKA will study mobility, access controls, interim and ultimate improvement concepts for major roads in the study area. RKA will review recommendations in local plans under development or as adopted by the municipalities and counties, and provide recommendations where appropriate adjustments should be made so that the system functions together in a regional framework. RKA will pay attention to the uniformity of recommendations for regional routes with standard cross-sections across multiple jurisdictions and indicate what changes to local plans are needed to coincide with these recommendations. Interim and ultimate improvements to the road network will be identified by RKA and recommended priorities from a congestion relief and safety standpoint. A major emphasis will be to validate future connections against the land suitability analysis to determine an appropriate level of connectivity based on growth expectations.

RKA will audit the recommendations for major roads and collector streets contained in locally-adopted or under-development transportation and land use plans for viability with respect to mobility and inter-jurisdictional connectivity. RKA will review those recommendations by comparing with CAMPO's MTP recommendations.

RKA will review street connectivity policies and practices in the southwest area and compare with best practices in North Carolina.

Alternative Futures will be explored to directly address the issues identified. These may include the following questions and certainly others as well:

- Will existing plans and investments result in stabilized or changed transportation outcomes?
- Are such outcomes acceptable to citizens, officials, and CAMPO?
- Will a targeted investment in job creation in the study area improve the outcomes?
- What mix of technology applications change the outcomes?
- What steps should be taken in the short-term and mid-term to create desired outcomes?

The answers to such questions help delineate the factors RKA will use to evaluate land-use and transportation scenarios. They will also influence how much weight we give (i.e. level of importance) assigned to each factor. The project team will contact citizens who participated and signed-in at SWAS events to further delineate the success factors that will shape our scenarios. An important part of the process will be the incorporation of a multi-modal complete streets outlook.

Fiscal realities and recognition of the role that secondary street systems play, as well as an increasing desire to accommodate all travel modes and foster economic development, has altered the landscape of street planning (what used to be referred to as 'thoroughfare planning'). The RKA Team will evaluate conventional capacity improvements such as widenings and streets on new location as well as managed lanes on existing streets and highways. A sensitivity analysis will be performed to test the outcomes of varying assumptions in the levels of technology adoption in the study area, including shared rides, autonomous vehicles, and deviated route transit service. A spreadsheet based approach will be employed by RKA and Stantec to test various outcomes. The discussion will include varying degrees of street network connectivity to test the importance of secondary street connections. Outcomes will be depicted using three-dimensional cross-section diagrams. Deficiencies and recommendations will be tested using the Triangle Regional Model (TRM) and the Florida Quality Level of Service model to assess multi-modal performance and benefits.

Corridor Concept Designs. RKA/Stantec proposes to work with the Steering Committee and the Client (Stantec to lead efforts) to develop initial Concept Designs for four (4) corridors of 1 to 1.5 miles in length. These projects may represent high priority corridors for congestion relief, streetscape or complete streets applications. This includes developing CAD designs (15%) level of detail for each corridor. We will also use 3D visualization techniques to supplement the design concepts and help stakeholders better understand the physical recommendations. Some elements, like bicycle, pedestrian and transit accommodations may be appropriate for the entire corridor; others like innovative stormwater management (green infrastructure), will be more context sensitive to their immediate surroundings. Design features may include:

- Install sidewalk, street trees, and intersection treatments to make them more pedestrian-friendly.
- Add/modified parking considerations, including an assessment of on-street parking.
- Field-verify the concept design with drainage, utilities, property and right-of- way impacts in mind.
- Vehicular travel delay reduction strategies such as turn lanes, traffic calming, and access management techniques, among others.
- Pedestrian and bicycling delay and crash reduction measures including crosswalk treatments, signalization, turn restrictions, and speed controls.

- Placement of landscaping, pedestrian-scale lighting, street furniture, fencing, retaining structures, public space development and other opportunities to enhance the visual environment as well as support the potential for new private sector investments.

As with most corridors, right-of-way availability is a major consideration. Development of the concept designs will balance tradeoffs and focus on maximizing benefits within the space available and consider additional right-of-way needs as well as short-term (construction-era disruptions to businesses) and long-term (business enhancement) impacts to existing businesses along the corridor. Stantec will develop planning-level cost estimates and typical sections for each Corridor Concept Design location based on the concept development sketches.

This effort will include a work session with the Client to refine the concept designs.

Resources: RKA and Mike Rutkowski with Stantec, CTT members, SOT members, CAMPO staff.

Deliverables: (1) Policy recommendations (2) Inventories, (3) Roadway Recommendations, (4) Comprehensive concept designs for up to four locations, (5) Joint CTT/SOT meeting, and (6) Draft SWAS report.

Task 5. Hot Spot Studies (Intersections or Interchanges)

Intersection Hot Spot locations will be identified by CAMPO with input from RKA. These may be where corridor improvements are recommended or where a superstreet implementation is under consideration. Any new interchanges or highway alignment changes may be considered hot spots. Hot spot studies will be prepared by RKA with the CTT and CAMPO staff to select the most critical locations for in-depth study. Recommendations will be proposed by the RKA team and presented to the CTT and CAMPO.

Each hot spot location will be reviewed and analyzed in terms of safety, crash causal factors, operational performance and geometric design. This effort could include a peak hour (AM or PM) traffic count for the subject intersection, up to a total of eight hours of traffic counting for this contract. Recommendations for each intersection will have its own mapping developed to describe geometric, pavement/signing, or other recommendations for improving traffic and safety conditions. Recommendations for these areas will be incorporated into the overall network-level recommendations.

The RKA Team will provide planning level guidance on transportation recommendations for generic activity centers; these typically range in size from several parcels to an entire downtown or similarly sized area. The team will craft recommendations for land-use, infrastructure, design guidance, and policy initiatives. To accomplish this objective, our team members will meet with the staff. A CTT meeting should be dedicated to reviewing the results of the hot spot and activity center planning, recommendations, and policy guide expansion.

As the hot spot conceptual designs and activity center planning are being crafted, the project team will also be preparing and refining the overall preferred scenario. A description of the individual project costs, justifications, and pertinent details will be used to describe the preferred scenario. This preferred scenario will be presented to a joint CTT /SOT meeting, which will employ instant polling to gather information used to refine the preferred scenario. These refinements will be carried back to CAMPO who will confer with our project team to agree on the Draft SWAS Report.

Resources: Consultant team, CTT members, SOT members, CAMPO staff.

Deliverables: (1) Hot Spot intersection studies, (2) Policy guide expansion, (3) Joint CTT/SOT meeting, and (4) Draft SWAS report.

Task 6. Develop Transit Element

Stantec will review recommendations from multiple studies underway for the approved Wake Transit Plan (WTP) implementation process and focus on transit needs beyond the ten years covered in the WTP. Stantec will consider multiple types of transit service, going beyond just circulator service, to evaluate when the area will be ready for local bus service and the types of streets that should have transit accommodation on them. Stantec will identify potential transit hub characteristics and recommend development policies that optimize their use by all modes, and recommend appropriate land use or other policy guidance that will allow local implementation of those recommendations in the study area.

The recently adopted Wake County Transit Plan now has a robust funding source fueling service improvements. Study area specific improvements will be added to the TRM, if they haven't already been. Scott will lead the transit team. He will identify actions to support short-term and mid-term recommendations. Peer-to-peer services (i.e. Uber and Lyft) are rapidly changing the transit demand market and Stantec will describe this in his work, along with deviated routing of public transit vehicles that is prompted by the rapid deployment of smart phones and apps. Shared vehicle technology will be included in the transit analysis to better understand how autonomous and connected vehicles will interface with current transportation systems. Consideration of future transit service on a fixed guideway in the median of NC 540 will be evaluated.

Resources: Stantec, CTT members, SOT members, CAMPO staff.

Deliverables: (1) Interim and Long-term Recommendations, (2) Joint CTT/SOT meeting along with bicycle, pedestrian and rail crossings; and (3) Draft SWAS report.

Task 7. Develop Bicycle and Pedestrian Element

RKA and Stantec will review locally-adopted and under-development bicycle and pedestrian plans and the 2045 MTP for appropriateness in current conditions. The analysis will include recommendations for on-road and off-road bicycle infrastructure as well as pedestrian infrastructure. Recommended priorities will focus on inter-jurisdictional and regional connections. RKA and Stantec will evaluate recommendations from the Southwest Area Plan (2012) for appropriateness. RKA and Stantec will review all on-road recommendations from the perspective of NCDOT's WalkBikeNC and Complete Streets Planning and Design Guidelines. RKA and Stantec will focus on short-term and mid-term recommendations to support activity centers; these are crucial to creating a detailed set of infrastructure recommendations to improve facilities for cyclists and pedestrians. We will attempt to identify low-stress networks of facilities that are interconnected and serve transportation destinations. Implementation recommendations will include planning-level costs, policy guidance, and best practices for maximizing the bicycle and pedestrian networks in the southwest area, particularly around schools and educational facilities.

Roger and Scott will deliver one "train the trainers" workshop on one day. Invitees will be identified through a collaborative effort. RKA may seek assistance on logistics for the workshop venue.

Resources: Roger Henderson and Scott Lane, CTT members, SOT members, CAMPO staff. Some CAMPO or local agency assistance with logistics for the one-day “train the trainers” workshop for Safe Routes to Schools.

Deliverables: (1) Interim and Long-term Recommendations, and (2) Train the Safe Routes to Schools Trainers session, (3) Joint CTT/SOT meeting along with transit and rail crossings; and (4) Draft SWAS report.

Task 8. Evaluate Rail Crossings

RKA will evaluate the rail crossings in the study area associated with the CSX Railroad line and Norfolk-Southern Railroad line. The rail crossing evaluations will initially consist of two parts: accessing information collected and provided by the NCDOT Rail Division, and a field examination. RKA will collect information from the NCDOT database for each crossing such as the number of trains and school buses at each location; accidents per year; sight distance factor; and type of protection already in place. RKA will narrow down the priority rail crossings (top ten) based on the exposure index (#of cars/# of trains) for each location. The evaluation will also include the crossing’s significance to the overall area road network. The study recommendations will focus on major road/rail crossings. RKA will conduct a field review to validate this information, determine causational factors to safety problems and identify design issues. Recommendations for improvements will be noted for each location. Safety conditions and remedies may include the typical gates, longer gate arms, four-quadrant gates, signage, and markings to improve visibility. Non-traditional implementation efforts might suggest median dividers (either raised or painted), low-boy audio-visual warning devices, non-traditional “LOOK” signage, channelization fencing for pedestrian crossings, or pedestrian gate arms. The final deliverable will be a mini Traffic Separation Study format.

In addition to the safety elements at existing rail crossings, RKA will review the existing operations of the rail through downtown Apex and consider opportunities, recommendations and impacts for removing the train yard from downtown Apex.

Resources: RKA, CTT members, SOT members, CAMPO staff.

Deliverables: (1) Joint CTT/SOT meeting along with transit and bicycle and pedestrian; and (2) Draft SWAS report.

Task 9. Conduct Public Engagement

The entire engagement program will be described in an early-submittal document entitled “Public Engagement Guide” that will be attached to the Work Plan. Stantec will advise on the optimal type of hands-on exercises to truly engage citizens in a fun and meaningful way. The Public Engagement Guide will include detailed census block level descriptions of our target population groups, communication protocols, media interaction guides, dialogues with key stakeholders, and expectations regarding responsibilities and response time to inquiries.

As a recipient of funds from the United States Department of Transportation (US DOT), including the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), all operations of the North Carolina Department of Transportation (NCDOT) and its sub-recipients are covered by and must comply with Title VI. Title VI program requirements of CAMPO seek to ensure that in providing services, benefits, and activities without regard to race, color, national origin, sex, age, or disability; and in determining benefits and burdens, the MPO's impacts on traditionally underserved populations are equitable and not disproportionate.

The CAMPO SWAS Study will be conducted in a manner to meet the federal and state requirements for Metropolitan Planning Organizations (MPOs) obligations under Title VI of the 1964 Civil Rights Act, the President's Executive Order on Environmental Justice (1994) and subsequent orders and enforcement regulations. The study will ensure that the proposed actions do not have disproportionate impacts on certain populations and ensure that members of the public have equal access to the decision-making process. The SWAS Study will include a plan to address outreach to populations with limited English proficiency, low incomes, children, minorities, the disabled, and the elderly.

The toolbox for public engagement will include:

- Social Media (Facebook posts and YouTube)
- Project-branded e-mail news campaign
- Traveling road shows (up to 5 in the Discovery Phase (Round One) and 5 in the Framework Phase (Round Two))
- Small-group interviews (a one-day event)
- Public workshops (including a Project Symposium in the Discovery Phase and Public Workshops in the Framework Phase)
- Steering Committee work sessions (up to 5 – CTT/SOT)
- Board briefings (brief presentations; up to 6)
- Internal communications & design work sessions

A Public Opinion Report will be produced by RKA prior to the midway point of the study. The report will summarize the majority opinion on a range of transportation and development subjects; it will also identify minority opinions and the extent of support for such positions. The report will be updated at the 75% stage prior to the final round of committee meetings. The final report will contain the last word on public opinion for the SWAS 2045 Report. The Public Opinion Report will help CAMPO meet its quadrennial certification review requirements.

A major part of the SWAS Update proposed by the RKA Team is how we propose to engage Hispanic populations. Stantec will provide fluent translation and will always be paired with a team leader when we engage Hispanic populations in our *Active Planning* activities. We will engage Spanish-speaking populations early in the study process by identifying a "project champion" to help connect us. The RKA Team will identify potential "project champions" such as grocers, attorneys, churches, and restaurants.

Resources: Consultant Team including Roger, Brian Byfield, and Melissa. Client assistance with some logistical issues, coordination participation, and arranging meeting space.

Deliverables: (1) Project work plan with public engagement Guide, (2) approximately three meetings of the CTT and two of the SOT, (3) traveling road shows and interviews, (4) two interactive public workshops, (5) e-mailed newsletters; and two rounds of board briefings for each municipality and county in the study area as well as four presentations to CAMPO boards, and (6) Public Opinion Report. We will reserve time in the budget to capitalize on events as they arise, using our *Active Planning* to its full advantage.

Task 10. Create Project Website

Stantec will create and maintain a comprehensive and publicly-available project website that is kept up to date with pertinent project information and data, including a calendar of meetings, as provided by the Project Team. The website will include technical information gathered and compiled for the study as well as updates, progress reports, and other relevant study information. Stantec will work with CAMPO staff to link the project website to the official CAMPO website.

Resources: Stantec. Client assistance with some logistical issues.

Deliverables: (1) Project web site.

Task 11. Develop Performance Standards and Implementation Steps

Stantec, with support from RKA, will work closely with the SOT and CTT to generalize and specify, respectively, the design and performance criteria that will feed into both the hot spot conceptual designs and the project prioritization mechanism. The latter should likely have a dual nature, with one prioritized list of projects driven by SPOT/ STI factors, and the other for more local-focused projects that may pay a different level of respect to community, resilience, economic benefits, security, safety, and multi-modal accessibility. The RKA Team will devote the time to consider past, adopted plans as well as CTT/SOT/Public inputs to derive objectives and performance measures that are meaningful to the communities in the SWAS study area. Our team will also work closely with CAMPO to assess the likely performance of large-capital projects on primary systems, integrate transit projects and priorities with Wake County's emergent planning process, and consider recently adopted and ongoing comprehensive planning efforts undertaken by the municipalities to develop and assess project priorities. If desired, an optional set of policy recommendations focused on land-use controls, access management, and technology-based solutions will be incorporated seamlessly into the implementation narrative.

Stantec, with support from RKA, will develop implementation steps for each strategy. The performance standards will serve as benchmarks against which requests for development and transportation improvements can be measured. The strategies will consist of a variety of techniques with suggestions for implementation along the various segments of the corridor. A Policy Toolkit will be created by Stantec for use by local governments to incorporate recommended policy changes into local plans and ordinances.

Resources: Consultant Team including Roger Henderson, Brian Byfield and Scott Lane.

Deliverables: (1) Policy Toolkit, (2) two meetings of the CTT and, (3) one meeting of the SOT.

Task 12. Produce Deliverables

The final SWAS Report will include an updated long-term vision for growth and transportation. It will include project descriptions, prioritization schedules, and project sheets that will address the most significant challenge now faced by local agencies in the SWAS study area; that is, how do they get major street improvements implemented. The RKA Team will dig deep to explore all possible implementation strategies and partnerships. The document will explain the process used to evaluate transportation alternatives.

Our final deliverables will include a joint CTT/SOT meeting, a second round of board briefings, and a full report in digital and paper formats. The paper report will include three separate products; a complete SWAS Project Plan, a separate Policy Guide, and a Public Opinion Report. The digital products will include all data and analysis in a web-friendly format.

Resources: Consultant team, CTT members, SOT members, client staff, Municipal/County Board members.

Deliverables: (1) SWAS final report including project descriptions and plan-level prioritizations as well as past deliverables (e.g. hot spot concept designs, (2) joint CTT/ SOT meeting, and (3) second round of board briefings.

Task 13. Formulate Implementation Strategy and Plan Report

With content support from RKA, Stantec will prepare a SWAS Report documenting all project activities, the various transportation alternatives explored during the study, planning-level environmental analyses of potential impacts from recommended projects, and project sheets (by RKA) detailing data, maps and problem statements for each project in each mode. The final report will be in a format that is easy to read in paper and digital forms.

Resources: Stantec, with input from RKA

Deliverables: (1) SWAS draft report, and (2) digital products including GIS files.

Task 14. Final Plan Adoption and Agreement

RKA and CAMPO staff will present the Plan Update to the CAMPO TCC and MPO Executive Board, with a request that the MPO Executive Board that they formally endorse the Plan.

Resources: RKA with support from CAMPO staff

Deliverables: (1) one TCC and one MPO Executive Board presentation.