

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (the “Contract”) is entered into on _____, 20___, by and between Nelson/Nygaard Consulting Associates, Inc., hereinafter referred to as the “Contractor;” and the Capital Area Metropolitan Planning Organization, a N.C. metropolitan transportation planning organization, authorized and existing under Article 16 of Chapter 136 of the N.C. General Statutes (“CAMPO”); (Collectively, the “Parties”).

RECITALS:

WHEREAS, in furtherance of its official responsibilities, obligations, and objectives, CAMPO desires to engage a private contractor to perform certain services for CAMPO as further described in this Contract; and

WHEREAS, CAMPO has completed the necessary steps for solicitation and selection of an individual or firm to perform such services, all in accord with CAMPO policies and applicable legal requirements; and

WHEREAS, CAMPO has agreed to engage and contract with the Contractor, and the Contractor has agreed to contract with CAMPO, for performance of the services described herein, and in accordance with the further terms and conditions of this Contract; and

WHEREAS, CAMPO and the Contractor recognize and acknowledge that the Town of Cary (the “Town”) serves as the Lead Planning Agency (“LPA”) for CAMPO and, in this capacity, performs financial and other services in support of CAMPO’s official functions, all in accordance with that Agreement between CAMPO and the Town of Cary, December 16, 2022 as amended, which Agreement is incorporated herein by reference.

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

1. Scope of Services

The Contractor shall perform for CAMPO the following described services (hereinafter at times referred to as the “work”, “project work”, or “project services”):

Perform necessary data collection, data analysis, and public and stakeholder engagement to develop an updated Wake Transit Plan with the planning horizon extended from 2030 to 2035, as more specifically described in Exhibit 1, attached, entitled “Wake Transit Vision Plan Update”.

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 without delay following execution of this Contract by both parties, and upon CAMPO's giving to the Contractor Notice to Proceed with the work. The work shall be completed by June 30, 2025.

The term of this Agreement shall commence upon execution by all parties and shall continue through the Contractor's satisfactory completion of all work, services, and tasks described in the Contract.

3. Compensation; Time of Payment

(Billing by Time, Charges, and Expenses) For services to be performed hereunder, CAMPO shall pay the Contractor for the actual work satisfactorily performed, in accordance with the Statement of Fees and Charges set forth in Exhibit 2, attached. Total compensation may in no event exceed the sum of \$600,000.00, except pursuant to a duly authorized, written amendment to this Contract, properly executed by the Parties.

The Contractor shall submit to CAMPO an invoice, or periodic invoices as work is completed, describing in reasonable detail the completed work. Invoices will be reviewed and approved by the CAMPO Executive Director or his designee, prior to payment.

Payment terms shall be: Net 30 days from the date of CAMPO's receipt of the Contractor's invoice. Invoices may be submitted through USPS mail, by personal delivery, or via email. Emailing of invoices is encouraged, 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. Quality of Services and Standard of Care.

All work performed under this Contract (including all phases of project work to which the Contract applies) shall be performed in a high quality and professional manner, to the reasonable satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards. The standard of care for services performed or furnished by Contractor under this Contract will be the care, thoroughness, and skill ordinarily provided by members of Contractor's profession, practicing under generally similar conditions, at the same general time, and in the same general locality.

As deemed appropriate in the performance or furnishing of professional and related services hereunder, the Contractor may engage subcontractor(s), including without limitation consultant(s) or sub-consultant(s). The Contractor is not authorized to engage any such individuals or businesses which shall have been found by CAMPO to be not acceptable in the

performance of work for CAMPO. It shall be the responsibility of the Contractor to confer with CAMPO in this regard prior to engaging for any such subcontractor services.

5. Notices

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

CAMPO:
Attn: Ben Howell
Capital Area MPO
1 Fenton Main St., Suite 201
Cary, NC 27511
Telephone: 984-542-3609
Email: ben.howell@campo-nc.us

Contractor: Nelson/Nygaard Consulting Associates, Inc.
Attn: _____

Telephone:
Email:

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

Capital Area MPO
Attn: Executive Director

6. Actions in Conformance with Lead Planning Agency Agreement.

The Parties agree to take all reasonable steps and otherwise act in conformance with applicable provisions of the Lead Planning Agency Agreement between CAMPO and the Town of Cary as referenced in the Recitals.

7. Insurance

As indicated by the notation of applicability set forth herein, the Contractor agrees to continuously maintain, on a primary basis, at its sole expense and at all times during the term of this Contract, the applicable coverages and limits, set forth below. 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 of the 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.

Applicable: Yes X No

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.

Applicable: Yes X No

Worker's Compensation & Employers Liability – The Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 (relating to statutory limits and number of employees liability) of not less than \$1,000,000 each accident.

Applicable: Yes X No

Professional Liability (Errors and Omissions Coverage) – The Contractor agrees to maintain insurance with limits of not less than \$1,000,000 each claim. This coverage is necessary for professional services such as engineering, architecture, or when otherwise required by CAMPO.

Applicable: Yes X No

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. The Contractor agrees to endorse CAMPO and the Town of Cary as additional insured parties on the Umbrella or Excess Liability policy unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Additional Insured – Contractor agrees to endorse CAMPO and the Town of Cary as additional insureds on the Commercial General Liability, Auto Liability, and Professional Liability policies. The endorsement shall read: "Capital Area Metropolitan Planning Organization and the Town of Cary are named additional insured as their interest may appear."

Certificate of Insurance – The Contractor agrees to provide both CAMPO a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are continuously maintained in full force and effect. If the 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 within five (5) business days with a copy of the non-renewal or cancellation notice or provide to CAMPO a reasonably sufficient statement identifying the coverage(s) which is/are no longer in compliance. The Certificate Holders' addresses should read as follows:

All insurance coverage referenced above shall be provided by an insurance company authorized to do business in the State of North Carolina.

8. Indemnity

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

a. To the fullest extent allowed by law, 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. Definitions:

1. 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.
2. 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.
3. 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 because of any statutory, tort, or contractual duty.

9. Intellectual Property

Subject expressly to the provisions of paragraph 17 of this Agreement, 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 CAMPO and not divulged or made available to any individual or organization without the prior written approval of 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.

10. 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.

11. Advertising

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

12. 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 a 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 in such event, termination will be effective upon receipt. Upon receipt of such notice, the Contractor shall cease performance immediately.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed and associated costs incurred prior to the Contractor's receipt of notice of termination. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under the 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 resulting from 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.

13. 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 regarding the Contractor's work under the Contract.

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.

As applicable to the scope of work under this Contract, the Contractor shall effectively fulfill and 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 subcontractors, consultants, and employees before they are exposed to potential workplace or other hazards, as required by specific OSHA Standards.

14. 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. It is the responsibility of the Contractor to properly designate materials at the time of initial disclosure to 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 CAMPO. The Contractor understands and agrees that CAMPO 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.

15. Audit

At their election, CAMPO may conduct, or provide for, an audit or audits of the Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. CAMPO may conduct such audits or inspections throughout the term of this Contract, and for a period of three years after final payment to the Contractor, or for a longer period if such is required by law.

In the event of such an audit, the Contractor agrees that CAMPO, or its/their designated representative(s), 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 CAMPO judgment have any bearing on or pertain to any matters, rights, duties or obligations arising under the Contract. The Contractor agrees that CAMPO or its/their designated representative, shall have access to Contractor's personnel records pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. The Contractor agrees to maintain such records for a minimum of three years after final payment, unless a longer period of records retention is required by law. The Contractor agrees to allow CAMPO or its/their designee to access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CAMPO'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 an adequate and appropriate workspace to conduct audits as provided for herein.

The Contractor agrees to include similar provisions regarding the rights of CAMPO to conduct auditing activities in any contract with employees, consultants, or subcontractors of the Contractor for performance of work under this Contract.

CAMPO agree to provide the Contractor with an opportunity to discuss and respond to any findings before any final audit report is issued.

CAMPO's rights under provisions of this Contract regarding audits shall survive the termination of this contract.

16. 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.

17. 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.

18. Non-discrimination.

To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.C.C. 2000 *et seq.*); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 *et seq.*); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

19. Minority or Women Owned Businessess

Consistent with, and in furtherance of the above-stated agreements not to discriminate on the basis of race, color, creed, national origin, sex, age, marital status, pregnancy, or sexual orientation, the Contractor will pursue an affirmative policy of fostering, promoting and conducting business with and engagement of women and minority owned business enterprises (“WMBE”). Further, the Contractor shall adhere to any State and Federal MWBE requirements associated with any governmental funding involved in this Contract.

20. Federal Contracting Requirements.

The Contractor shall, with respect to the subject matter of this Contract and all services provided or performed hereunder be bound, and abide by, the requirements of applicable federal laws set forth in Exhibit 3, attached. Further, with respect to the subject matter of this contract and services to be provided or performed hereunder, the Contractor shall take all reasonable steps to insure that all of its employees, officers, agents, (sub)contractors, and (sub)consultants abide by such federal requirements, and shall, without limitation, provide reasonable notice of such requirements to its employees, officers, and agents, and shall reference and include such federal requirements in all its contracts with (sub)contractors and (sub)consultants.

21. 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.

22. Assignment

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

23. 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, Eastern Division.

24. Companies Boycotting Israel Divestment Act Certification.

The Contractor hereby certifies, pursuant to NCGS 147-86.81, that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel.

25. Miscellaneous.

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO for use in connection with the performance of this Contract and, without limitation as to further claims, will reimburse for, as applicable, repair costs or the replacement value of such property.

The Contractor shall be considered an Independent Contractor, and as such shall be wholly responsible for the work to be performed, including the supervision of its employees, consultants, or subcontractors. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture relationship between the Parties. The Contractor represents that it has, or will secure at its own expense, all resources and personnel required to satisfactorily perform the required services under this Contract. Any employees, sub-contractors, and/or consultants performing work hereunder 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.

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 between the Parties.

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

- Exhibit 1: Scope of Services
- Exhibit 2: Statement of Fees and Charges
- Exhibit 3: CAMPO Requirements under Federal Laws
- CAMPO-Town of Cary Lead Planning Agency Agreement of December 16, 2022 not attached-incorporated by reference.

In the case of any conflict between this Contract and any of the above incorporated attachments, the terms of this Contract shall govern.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and CAMPO has executed with the signature of its Executive Director, the day and year first above written.

CONTRACTOR:

By:

Insert Printed Name/Title

(If corporate)

ATTEST:

By: _____

Insert Printed Name/Title

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

ATTEST:

By: _____
Star Rogers, Administrative Specialist

Exhibit 1

SCOPE OF SERVICES

WAKE TRANSIT VISION PLAN UPDATE

UPDATED Scope of Work (10/17/23)

Task 1: Project Management and Core Technical Team Coordination

Nelson\Nygaard will be the prime consultant for this task, leading the consultant team and collaborating with CAMPO throughout the process. Nelson\Nygaard will also prepare a single monthly progress (including the community funding area program management plan) that reports on project schedule, spending, and portion of fee earned by DBE and project partners.

The consultant team will support a series of project management activities and meetings.

Project Management Meetings

- Biweekly check-ins with the CAMPO project management team that will be led by Nelson\Nygaard with sub-consultants included as needed/relevant.
- Mid-project check-in with CAMPO project management team to discuss overall progress and status. This will give the overall team time to correct or adjust approach, prioritize remaining tasks, and adjust schedule or budget as needed.

External Advisory Committee Meetings

- Monthly meetings with a Core Technical Team (CTT). The CTT will include Wake County municipalities and transit providers and will provide oversight and advisory input to the Wake Transit Plan Vision Update. We will hold one CTT to cover technical and engagement-related conversations. Nelson\Nygaard will lead these meetings and invite sub-consultants as appropriate (see also Task 2.1).
- Quarterly meetings with a Stakeholder Advisory Committee (SAC), which would be a broader and more externally oriented group as compared with the CTT.

For all meetings, Nelson\Nygaard will prepare agendas, meeting materials, and a summary. We will also facilitate meetings.

Task 2: Public and Stakeholder Engagement and Communications Planning and Implementation

As the prime consultant, Nelson\Nygaard will participate in the engagement task to ensure engagement strategy reflects the technical team needs, prepare technical content, and coordinate across teams as needed. Most of this task will be led by our project partners, including Kimley-Horn and Public Participation Partners (P3).

2.1 Develop Engagement Plan and Communications Strategy

The NN team will develop a public and stakeholder engagement and communications plan. This plan will create an overall engagement strategy for the Wake Transit Vision Plan, with a focus on desired outcomes. The engagement strategy will also lay out a clear strategy (methods and tactics) for achieving the identified outcomes.

The engagement strategy will be organized around the Wake Vision Plan, so each phase of engagement is coordinated with and informs technical work. We anticipate three phases of engagement (see Task 2.2). For each phase of engagement, the engagement plan will identify goals, outcomes, required information, target audiences, tactics, and a tentative schedule. We will also recommend how responsibilities can be shared between the consultant team and Wake Transit Plan partner organizations. The overall engagement plan will be informed by two advisory groups, the Core Technical Team, and a Stakeholder Advisory Committee:

- The **Core Technical Team** (CTT) will be responsible for guiding the overall study, reviewing technical materials, and assisting on community engagement (see also Task 1: Project Management). The CTT would meet monthly and be assigned project management and community engagement responsibilities.
- The **Stakeholder Advisory Committee** would be comprised of a broader group of community and organizational stakeholders beyond the CTT, including community groups, municipal stakeholders and other people/groups interested in the Wake Transit Plan. This group would meet less often – potentially quarterly throughout the study – and provide checks and balances to the study and process.

The consultant team will lead the implementation of the engagement strategy. The consultant team will lead the development and production of engagement materials (advertisement/awareness, social media graphics and messages, presentation materials, surveys, maps, poster boards, ‘games’ and other materials used in the field) to support the engagement activities. The consultant team will lead the implementation of the engagement activities, with support from the Wake Transit Plan partners. Support may include helping to staff events, make presentations, and distribute surveys (for example). Actual roles will be negotiated as part of developing the engagement strategy.

Key tactics for engagement with community members will include (for example):

- Holding virtual and/or in-person public meetings.
- Presentations at municipal and community meetings, such as (for example) city council meetings, regional meetings with elected officials and regularly scheduled neighborhood meetings.
- Using surveys and interactive tools to collect feedback, potentially using Nelson\Nygaard's "Design Your Own Transit System" survey to understand community members priorities for different types of transit investments.
- Holding pop ups at transit centers, key activity centers, and community events.
- Holding focus groups and meeting with community partners.
- Holding "train the trainer" activities so the team can leverage resources available from Wake Transit Plan partners.
- Other strategies developed with the project team and CTT.

We will start work to develop the engagement plan as soon as we receive a Notice to Proceed, so we are able to share it with the project management team and CTT early in the project. Implementation of the engagement plan, including setting up systems like webpages will be done within one month of receiving the NTP.

2.2 Implement Stakeholder Engagement & Communications Strategy

The Nelson\Nygaard team expects to conduct three phases of public and stakeholder engagement, with an optional fourth phase:

1. **Phase 1: State of the Plan** – We will share the "state of the Wake Transit Plan" with stakeholders and community members for their input and comment. The goal of this phase will be to educate stakeholders and the public on the status of the Wake Transit Plan overall, including successes, challenges, and opportunities. Our goal will be to understand community satisfaction with the Wake Transit Plan, their sense of progress towards the original Wake Transit Plan goals and changing priorities for regional transit goals.
 - a. **Phase 1.2: Goals and Guiding Principles** – We can build on feedback collected during Phase 1 to understand and articulate the choices and trade-offs facing the Wake Transit Plan. We will use feedback to further engage folks in an assessment of the Wake Transit Plan's choices and trade-offs associated with future transit investment. Our expectation is that we will focus on the "Four Big Moves" and offer different ways investment could be balanced and measured across these goals.
2. **Phase 2: Transit Investment Scenarios** – Subsequent phases of the engagement will be to report on results from the first phase of engagement, including revised goals

and priorities. We will also share how the priorities translated to distinct transit investment scenarios – or options. We will present options for stakeholders and community members with the goal of 1) educating them on underlying trade-offs and the constraints of the Wake Transit Plan and 2) letting us know their priorities for the individual investment options.

3. **Phase 3: Draft Recommended Investment Strategy** – We will thank participants for engaging in the project and report on results from the Transit Investment Scenario work. We will then share the draft Wake Transit Plan investments strategy and collect feedback on the proposal.
4. **Optional Phase 4: Recommended Investment Strategy** – This phase is for sharing the final plan for public feedback. This phase may be conducted by CAMPO staff after the scoped timeline as well. Nelson\Nygaard is prepared to lead this step and could schedule the work as part of the scheduled plan, but it is not currently included in our schedule or budget. We estimate an additional cost of \$25,000 to \$30,000 depending on the number of events and direct costs.

2.3 Branding

Nelson\Nygaard understands that **the Wake Transit Plan has an established brand** that has been used to communicate project investments and plans since 2016. We will create a set of templates that iterate on existing brand to create an updated, complementary branding strategy for the Transit Vision Plan update project.

We will prepare templates for MS files that can be used in project deliverables – technical memos, reports, slide decks and other project collateral, like posters, flyers and other materials used to communicate with stakeholders and members of the public.

2.4 Create Wake Transit Dictionary

Nelson\Nygaard will create a Wake Transit “dictionary” that develops **a shared set of key terms and metrics for use in the Wake Transit Plan**. Nelson\Nygaard will build from terms and definitions developed as part of CAMPO’s tracker system and update materials with the most important, shared terms that underscore the Wake Transit Plan. We will confirm both the starting point and proposed additional terms and definitions with the CTT.

Developing the dictionary is expected to be included in portions of at least two and up to three CTT meetings including time to introduce topic and agree on list of terms, review and comment on draft dictionary and approve the dictionary. The Wake Transit Dictionary will be shared with the team working on the CFAP program management plan development, so terms are consistent.

Task 3: State of the Wake Transit Plan

CAMPO and the Wake Transit Plan partners prepared the last Vision Plan Update during COVID and while participation in that effort was strong, the overall awareness and focus of stakeholders and community members was reduced. In addition, the pandemic has changed local and regional travel patterns as well as priorities and needs. With this context in mind, **Nelson\Nygaard recommends preparing a “State of the Plan” analysis to inventory status, success, and impact of the Wake Transit Plan and create a “report card”** that summarizes spending, accomplishments, capital investments, new regional infrastructure, and expanded services, as well as outcomes and benefits of the Plan.

The State of the Plan analysis will also consider needs and opportunities for the Wake Transit Plan given underlying changes in Wake County’s development, including changes to socio-economic, demographic and land use patterns. We will use this analysis and summary material to facilitate a county-wide conversation about next steps for the Wake Transit Plan investments. The combination of community and stakeholder input with the technical work will also form the foundation for scenario analyses and investment strategy for the Wake Transit Plan through 2035.

3.1 Inventory Wake Transit Plan Investments, Outcomes, & Spending

Building on the 2016 Wake Transit Plan and 2021 Wake Transit Plan Vision Update, Nelson\Nygaard **will inventory and describe the impact and accomplishments of Wake Transit Plan**. We will structure our inventory around the progress towards each of the Four Big Moves, detailing:

- Transit service improvements, such as new bus routes, increased frequency, and hours of operation on key routes (addition Sunday service, evening hours, etc.) and new service models.
- Capital investments, including large, highly visible investments like Bus Rapid Transit (BRT), GoRaleigh Union Station as well as smaller, but investments like new buses and bus stop investments that have a big impact on riders. We will also inventory “behind the scenes” investments into operational and maintenance facilities.
- Community Funding Area Program programs and investments.

The inventory will also describe benefits and outcomes associated with the investment, including benchmarks established in the FY2018-2027 and FY2021-2030 Wake Transit Plans as well as other notable outcomes, such as equity-based impacts. We will also report on spending and the financial status of the Wake Transit Plan.

3.2 Countywide Market Trends and Analysis

Nelson\Nygaard will **update the market analysis** prepared for the Wake Bus Plan (2021) to reflect the most recent data and impacts, including capturing trends that reflect how the region is changing. We will position this market analysis, so it aligns more directly with the “Status of the Plan” direction of this task and report on how the market and need for transit service is changing, where these changes are occurring and opportunities for improvement. Our other ideas for updating the market analysis include:

- Describe the growth and development trajectory of Wake County overall and for specific communities, such as Raleigh and Cary. The analysis will also consider the development occurring in suburban communities, which in some cases is outpacing growth in urbanized areas. The analysis will be an input to and resource for the Community Funding Area Program (CFAP) work conducted as part of Task 7.
- Consider ongoing transit-oriented development (TOD) activities, including equitable transit-oriented development (ETOD) initiated by Wake County municipalities and other area developers. The inventory will include adopted TOD strategies, completed, and planned TOD development together with expected impact on the need for transit services.
- Summarize best practices for using TOD and ETOD to support long term transit investment strategies. We will look at other rapidly growing urbanized areas with different levels of transit funding (e.g., Austin, TX, Nashville, TN and Denver, CO).

3.3 Needs and Opportunities

The State of the Plan analysis will include an **inventory of transit needs and opportunities for future transit investment in Wake County**. The analysis will build on steps conducted as part of this task (market analysis and status of plan overall) and combine current spending with ideas and opportunities generated by the CTT, review of other regional and sub-regional plans and studies, and a survey of industry trends and developments.

We will use this process to identify strategies that advance the Four Big Moves but consider strategies beyond traditional transit investments envisioned in 2016. New/innovative investments may include strategies related to access to transit and/or offer a more focused approach toward equitable investments. Other ideas include consideration of new technologies, such as fare payment, information systems, automated vehicles (AV), and other industry trends.

3.4 Develop State of the Plan Executive Summary

Nelson\Nygaard will combine the needs and opportunities with the “report card” analysis to **frame the updated vision of the Wake Transit Plan**. We will do this by combining and summarizing the findings of the State of the Plan analysis – including the market analysis,

evaluation of investments, outcomes, and spending together with input from the needs and opportunities—into an Executive Summary document. The Executive Summary will frame key questions about how the Wake Transit Plan could or should refocus its approach to transit investment in Wake County.

We recommend preparing a glossy Executive Summary briefing book to communicate the status of the Wake Transit Plan simply, clearly, and in a way that is accessible to a broad audience. We will prepare related materials (slide deck, flyers, web content) and use it to support conversations with stakeholders and community members.

Task 4: Update Goals, Priorities, and Strategic Direction

The Wake Transit Plan goals, principles, and documents developed in 2016 and updated through 2022 have successfully guided Wake County to a stronger, more accessible transit network that offers more diverse ways of traveling through the region. The Wake Transit Vision Plan Update presents **an opportunity to revisit existing goals and evaluate them in the context of the implementation and regional changes** (growth and travel patterns).

4.1 Wake Transit Plan Goals and Priorities

Using conversations and feedback received through the “State of the Plan” analysis, the Nelson\Nygaard team will work with the CTT to consider goals that have been met (i.e., ridership and coverage distribution), update existing metrics for the extended time frame, and opportunities for new goals or objectives. As part of reflecting on goals, we will also consider areas where the Wake Transit Plan may not have delivered as successfully, such as strengthening ridership or aligning with community development trends.

Nelson\Nygaard will use this information **to facilitate a conversation with the CTT to potentially update, revise or confirm Wake Transit Plan goals and objectives**. We will also use this step to translate updated goals and objectives into an evaluation framework (see Task 5) and revisit the Wake Transit Plan Prioritization Policy (Framework) used to guide investments.

4.2 Coordinate with Update Community Funding Area Program Management Plan (see Task 7).

The Nelson\Nygaard team will coordinate work carried out by a consultant team partner (Cambridge Systematics) who is leading an evaluation of the Wake Transit Plan’s Community Funding Area Program. The Nelson\Nygaard team will coordinate with this team to ensure the Wake Transit Vision Plan Update priorities, recommendations and funding assumptions are consistent with those developed as part of Task 7. An important part of this step will be to craft a strategy for how CFA projects move into the Wake Transit Work Plan and are funded by the broader Wake Transit Plan pool of funding resources.

4.3 Establish Microtransit Guidelines

Microtransit services have become more prevalent since the original Wake Transit Plan, which does not detail how these services should be treated in the context of Plan funding. The Nelson\Nygaard team will develop **guidelines for how microtransit gets planned, evaluated, and funded within the context of the Wake Transit Plan**, building upon work completed as a part of the FY2025-2030 Wake Bus Plan update process. Recommendations and findings developed as part of this task will be coordinated with the CFAP recommendations (Task 7)

Task 5: Determine Financial Capacity for Projects Through 2035 and Develop Scenarios

Building on the status of the Wake Transit Plan and the updated goals and priorities, the Nelson\Nygaard team will **evaluate WTP's capacity for projects and investments through 2035** and use the financial capacity to develop scenarios or options for WTP's investment strategy. We will share scenarios with stakeholders and community members for their review and input.

5.1 Document Wake Transit Plan Committed Projects and Investments

As part of developing scenarios, Nelson\Nygaard will build on the inventory of completed projects (prepared in Task 3) and **add in planned, programmed, and funded WTP capital and service investments**. Key resources for the planned projects will be the recently completed Wake Bus Plan and recent BRT implementation plans.

As part of adding in the committed projects, we will assess the schedule and budget feasibility of major capital projects, so that any subsequent investment scenarios can gauge the feasibility of the planned projects.

MAJOR CAPITAL PROJECTS

Capital projects form a significant portion of the Wake Transit Plan financial capacity. We know some of these projects are underway, while others are planned and moving towards execution and still others are planned but not advancing.

We will use this subtask **to inventory major capital projects approved in the Wake Transit Plan**, including the planned cost and schedule for each project. We will evaluate the status of each project to determine the feasibility and likelihood of implementation overall, as well as within the expected time and cost parameters included in the WTP financial model. Key projects to be reviewed include BRT investments and the Greater Triangle Commuter Rail. The team will also broadly identify potential risk associated with each project and the impact of that risk on the Wake Transit Plan's longer term investment strategy.

TRANSIT SERVICE AND PROGRAMMATIC INVESTMENTS

The Wake Transit Plan also includes a series of service and program investments, notably investments in bus services at the regional, local and community level. As part of developing the Wake Transit Plan investment strategy, Nelson\Nygaard will inventory planned service and program investments (e.g., Community Funding Areas Program and GoWake Access) planned through 2030 and assumed through 2035.

The project team will evaluate how transit service costs align with capital programs to ensure the investment strategy is coordinated and integrated. The project team will also examine the impact of new service models, like microtransit, may have on major capital projects by supporting access to transit. Lastly, the team will revisit the cost share of regional facilities considering new federal funding included in the Bipartisan Infrastructure Law (BIL). A key outcome of this effort is to determine if planned projects are still realistic, viable, desired, and correctly programmed. Interim products of this analysis will be a financial model that guides evaluation of the WTP's financial capacity through 2035, that accounts for variations in the WTP financial capacity, including potential opportunities for federal and state funding.

5.2 Identify New Investment Strategies

After cataloging the planned projects and documenting their expected costs, Nelson\Nygaard will consider community and stakeholder input and working with the CTT, **develop new scenarios or ways the Wake Transit Plan can invest in Wake County's transit infrastructure.** These scenarios will offer different approaches to align the investment strategy with regional markets, community preferences, and travel needs. These investment scenarios may recommend directing more resources towards existing programs or developing new strategies such as:

- Access to transit projects and investments
- Expansion of the Community Funding Area Program
- A countywide low-income fare program.
- Increased deployment of microtransit, including potential automated vehicle (AV) systems and technologies.
- Investments in non-Wake Transit rail infrastructure and coordinated service delivery.
- New / expanded use of Bus Rapid Transit systems.
- Partnerships to further passenger rail opportunities

Key resources for sub-task 5.1 will be original and updated WTP plans and documents (including Annual Work Plan programs, Wake Bus Plan, and BRT plans, etc.) as well as interviews/meetings with Wake Transit Plan partners responsible for implementation. As needed, the team will also survey other similar projects implemented in similar-sized and

positioned communities in the United States to identify potential lessons learned and adjustments to project schedules.

5.3 Development of Transit Investment Scenarios/Concepts

Based on stakeholder and community input, financial capacity, committed projects, and potential new strategies, the Nelson\Nygaard team will **develop three to five scenarios that represent transit investment alternatives**. We will develop investment scenarios by preparing planning-level cost estimates for different service, project, and program investments. The scenarios will represent different approaches to using the available funds; for example, one scenario may focus on more BRT investments, while another may focus on improved bus service.

The scenarios will align with expected WTP potential financial capacity through 2035 and be constrained by the availability of other non-financial resources, such as access to rail and roadway infrastructure, land costs, and impact on locations for hubs and transfer points, technology, and other constraints.

Nelson\Nygaard will work closely with the CTT in developing the scenarios. Like other Wake Transit Plan efforts, the consultant team will develop draft scenarios and then we will schedule in-person workshops to review and refine the scenarios. Given the scale and importance of scenario development – and the potential need for additional analysis and data collection – we expect that the CTT may require two rounds of workshops to confirm the draft scenarios.

As part of developing and evaluating scenarios, our team will align scenarios with stakeholder and community priorities and work with the CTT to balance a desire to be visionary, leverage opportunities, and be grounded in reality.

5.4 Prepare Transit Investment Scenarios or Concepts for Community Review

Our team will work with the CTT to develop three to five investment scenarios; this process will ensure that the full range of opportunities is considered and evaluated. However, our experience suggests that community feedback is most effective when one or (at most) two options are shared with the broader community for review and feedback. A key part of the scenario development process, therefore, will be to **winnow and refine the full range of options into one or two scenarios that best balance community goals and needs**. We will work with the CTT and rely on the evaluation framework developed as part of Task 4.1 to winnow the longer list of investment scenarios into these options that will be shared with the public.

Another important step is to prepare materials that easily and clearly guide stakeholders and community members through the options for investing their transit resources. Information

must be simple, graphic, compelling and easy-to-understand, so that folks are interested and excited to weigh in. We will work closely with CAMPO and the CTT to develop materials; we expect that we will develop a full suite of documents, such as summary sheets, slide decks, briefing books as well as interactive online tools.

This step of engagement is critical. In addition to focusing on preparing interesting, engaging materials, our team will also be sure to “train the trainer” so we have a large team of experts prepared to share information in a variety of settings.

Task 6: Draft and Final Wake Transit Plan Vision Update

The Nelson\Nygaard team will use this task to develop a preferred, draft investment strategy for the Wake Transit Plan.

6.1 Evaluate Wake Transit Plan Investment Scenarios

As mentioned, the Nelson\Nygaard team will evaluate the scenarios developed in Task 5 using the framework developed as part of the goals and priorities work included in Task 4. This evaluation will consist of quantitative GIS analysis and qualitative assessments, as well as using the financial model developed as part of Task 5. The financial analysis will **evaluate individual scenarios based on costs and capacity of the WTP financial capacity**, inclusive of the likelihood of scenarios attracting additional funding.

Our first round of evaluation will focus on shortening the list of scenarios that we bring to the public. The second round of evaluation will return to the original analysis and consider feedback and input received from stakeholders and community members during engagement. We will hold a workshop to work through the trade-offs, balance stakeholder and community engagement, and create an updated Wake Transit Plan investment strategy.

The draft investment strategy, from FY2026 to FY2035 will set the direction for future Wake Transit Plan priorities, including aligning financial resources across services, capital projects, and programmatic investments. We will use the findings and recommendations to update Wake Transit Plan policy documents, such as the Wake Transit Plan Prioritization Policy (Framework) and potentially, the Wake Transit Plan Financial Model. The analysis will also support recommendations for programs, like the Community Funding Area Program and services like microtransit and ADA.

6.2 Document / Describe the Draft Investment Strategy

The Nelson\Nygaard team will **document and describe the recommended – but still draft – Wake Transit Plan investment strategy** for review and consideration by a broader group of stakeholders and community members. We anticipate that conversations about the draft strategy will lead to adjustments in the recommended strategy.

6.3 Develop Vision Plan Update Documents

Based upon the existing Wake Transit Plan or as a new document the Nelson\Nygaard team will **compile the pieces of this study into a draft FY2026-2035 Wake Transit Vision Plan**. The updated plan will affirm the Four Big Moves together with the updated priorities, educate readers on the state of the Wake Transit Plan, and lay out the investment strategy for the next decade via the scenarios and its evaluation. As appropriate or needed, it will also include updates to the maps and graphics that present and describe the Wake Transit Plan to stakeholders and members of the public. The draft will be circulated for feedback via the CTT, stakeholders, and the public.

7.0 Community Funding Area Program Management Plan

As part of the Wake Transit Vision Plan Update, the consultant team will update the Program Management Plan for Wake Transit's Community Funding Area (CFA) Program; the Program Management Plan (PMP) was last updated in 2020. Cambridge Systematics (CS) will be the lead consultant for this task.

The alignment with the Locally Administered Project Program (LAPP), developing performance standards, reviewing the market analysis updated to focus on Community Funding Areas, and preparing recommendations to enhance and improve the PMP linkages to WCT policies.

While CS' analysis of the CFA Program will be conducted as an independent task, findings and recommendations will be developed jointly and coordinated with the Wake Transit Plan Vision Update effort. Specific areas of coordination will include:

- Participating in bi-weekly project management update meetings.
- Attending and presenting at CTT and SAC meetings as appropriate. The scope of work assumes that CFAP findings and recommendations will be shared at up to five CTT meetings and two SAC meetings.
- Sharing findings collected from stakeholders and members of the public regarding Wake Transit Plan strategic direction and investment priorities.
- Collaborating on the market analysis. The Nelson\Nygaard team will update the market analysis. CS will distill findings and impacts for the CFAP.
- Developing a CFAP scoring rubric to ensure measures and evaluation process is compatible with other Wake Transit Plan performance measures.
- Creating recommendations so that the CFAP is integrated with the overall Wake Transit Plan, including the Wake Transit Plan Prioritization Policy and reflects the county's priorities.

7.1 Program Management Plan (PMP) Review

The consultant will review the current PMP and any related materials or documents to identify updates needed. The current PMP identifies assumptions regarding program delivery that must be revisited to reflect current practice and lessons learned. The consultant will collect information on recent funding trends to determine if updates to the PMP are needed to align projects funded with program goals.

In addition to collecting published materials, the consultant will also collect insights, experiences, and priorities from communities currently participating or eligible to participate in the CFAP program through a combination of discussions at CTT meetings and interviews or small group meetings directly with the municipalities. These meetings will be held as part of this initial step and incorporated into the overall PMP review findings.

The consultant will review the current scoring rubric and map its alignment to CAMPO's Local Administered Project Program (LAPP). The scoring rubric will be updated as needed to improve alignment with the LAPP. The consultant will also develop recommended performance standards for the CFA Program, such as a requirement for a new service to be implemented within a certain time period.

7.3 PMP Market Analysis

A Community Funded Area Market Analysis report was adopted by CAMPO in 2018. The report presented market analyses for each of the CFAP-eligible communities in Wake County. The consultant will review and comment on the updated market analysis and trends produced in Task 3.2 by Nelson\Nygaard and coordinate how the conclusions inform CFA Program development.

7.4 PMP Recommendations and Updated PMP

The consultant will review relevant policies within the PMP to identify program enhancement opportunities and elements which better link the Community Funding Area Program to Wake Transit Plan. The review will explore potential policy level opportunities such as program, administrative, data sharing, program expansion or other elements as directed by CAMPO. The consultant will recommend updates to the PMP that capitalize on these opportunities and reflect the updated program delivery assumptions, funding trends, market analysis, and performance standards. The PMP update will also address a minor administrative issue relating to sales tax for Wake Transit Plan reimbursements. The Consultant will prepare a draft PMP update and present it to CAMPO for feedback and incorporate comments into a Final PMP.

Exhibit 2

STATEMENT OF FEES AND CHARGES

Exhibit 3

CAMPO REQUIREMENTS UNDER FEDERAL LAWS

CAMPO Federal Requirements

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As a result, firms awarded federally funded contracts by Capital Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into the Agreement or Contract to which it is attached as an Exhibit.

Definition

“Firm” means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or other legal entity

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and subconsultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations

(29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”)

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and subconsultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972
Equal Opportunity in Education Act) – Title IX**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-

**Limited English Proficiency
(Civil Rights Act of 1964, Title VI)
and Executive Order 13166**

consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Civil Rights Restoration Act of 1987

Broadened scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, to include program activities of federal-aid recipients, subrecipients and contractors.

Executive Order 12898

Addresses environmental justice in minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse health or environmental effects.

Executive Order 14008

Regarding climate crisis issues, establishing environmental justice initiatives, focusing on transportation disadvantaged populations.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

Federal Transit Laws

Specifically, 49 USC Sec.5332, prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability age, employment, or business opportunity.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the governmentwide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if

applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Capital Area MPO may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the MPO shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Town of Cary as Lead Planning Agency, , the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Solicitations for Subcontractors

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract.

Information and Reports

The contractor shall provide all information and reports required under applicable federal and state laws, and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by CAMPO, the NCDOT, or the Federal

Highway Administration to be pertinent to ascertain compliance with applicable statutes and regulations.

Sanctions for Non-Compliance

In the event of the contractor's noncompliance with applicable statutes and regulations, CAMPO may impose remedies and sanctions available under applicable laws to it, the NCDOT, or the Federal Highway Administration.

Incorporation of Provisions

Any contractor shall include the provisions of this Exhibit in every subcontract pertaining to work or services to CAMPO, unless exempted by federal or state law. The Contractor shall take such action with respect to any subcontract as the NCDOT or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance.