

NORTH CAROLINA  
WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT (this "Contract") is entered into by and between WSP USA, 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 study in accordance with the tasks outlined in Attachment A, Scope of 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 **June 30, 2022**. 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 in accordance with the requirements of this Contract.

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 \$ \$150,000 for services performed during fiscal year (FY) 2021 and \$ \$150,000 for services performed during FY 2022 for a total contract amount of \$ \$300,000 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, in accordance with the requirements of this Contract, 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: WSP USA, Inc.  
Attn: Mike Surasky, PE, PTOE  
434 Fayetteville Street, Suite 1500  
Raleigh, NC 27601  
  
Telephone: 919-836-4060  
Email: mike.surasky@wsp.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 City of Raleigh 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

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

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

- c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

#### C. Definitions:

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 as a result of any statutory, tort, or contractual duty.

### 13. Intellectual Property

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

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

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

### 14. Force Majeure

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

### 15. Advertising

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

### 16. 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.

## 21. 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.

22. IRAN DIVESTMENT ACT CERTIFICATION

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

23. Incorporation of Documents/Complete Agreement

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

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

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

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.

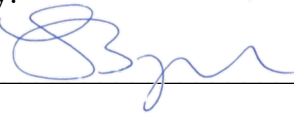


THIS CONTRACT is entered into this 2<sup>nd</sup> day of November, 2020.

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:**

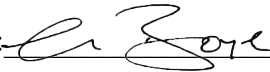
By:

  
\_\_\_\_\_

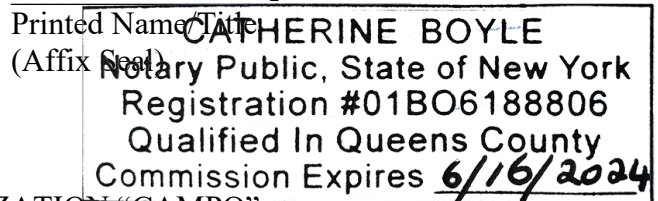
Sofia Berger, Senior Vice President, WSP  
Printed Name/Title

(If corporate)

ATTEST:

By:   
\_\_\_\_\_

Catherine Boyle  
Printed Name/Title



NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

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

State of North Carolina  
County of Wake

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

(Affix notary seal)

My Commission Expires: \_\_\_\_\_, 20\_\_

# APPENDIX A

## CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

### US 401 CORRIDOR STUDY

#### SCOPE OF SERVICES – WSP USA, INC

#### Table of Contents

Introduction .....	3
Overview .....	3
Study Vision, Goals and Performance Measures .....	3
Task A – Project Management .....	4
Subtask A1 – Project Administration .....	4
Subtask A2- Client Coordination meetings .....	4
Subtask A3 – Internal Team Coordination Meetings .....	5
Task B – Stakeholder Engagement.....	5
Subtask B1 – Stakeholder Oversight Team Coordination meetings .....	5
Subtask B2 – Core Technical Team Coordination Meetings .....	5
Conceptboard Engagement (CTT): .....	6
Task C – Public Engagement .....	6
Assumptions:.....	6
Subtask C1 – Public Engagement.....	7
C1.1 Task Coordination .....	7
C1.2 Develop a Public Engagement Plan.....	7
C1.3 Public Outreach.....	7
C1.4 Engagement Techniques.....	9
C.1.5 Public Engagement Summary .....	10
Subtask C2 – Project Website .....	10
C2.1 Project Branding .....	11
Subtask C3 – Spanish-Language Engagement.....	11
C3.1 Translation .....	11
C3.2 Public Meeting Interpretation .....	11
C3.3 Targeted Outreach.....	11
C3.4 Documentation .....	12
Task D – Planning and Environmental Analysis.....	12

# APPENDIX A

Segments of the Corridor.....	12
SubTask D1 – Developing the Hierarchy.....	13
Subtask D2 – Developing the Graphical Language .....	13
Subtask D3 – Existing and Previous Plans review .....	14
Subtask D4 – Environmental and Community Analysis and Agency Engagement .....	14
Subtask D5 – Land Use Analysis.....	15
Subtask D6 – Market and Economic Analysis .....	16
Task E – Capacity and Safety Analysis.....	17
Subtask E1 – Existing and Planned Transportation Network.....	17
Subtask E2 – Travel Demand Modeling .....	17
Subtask E3 – Traffic Analysis.....	18
E3.1 Data Collection.....	18
E3.2 Volume Development .....	18
E3.3 Analysis.....	19
Intersections: .....	19
E3.4 Failure Year Analysis .....	20
Subtask E4 – Safety Analysis .....	20
Task F – Design Development.....	21
Subtask F1 – Conceptual Designs.....	21
Subtask F2 – Bicycle and Pedestrian Facilities .....	22
Subtask F3 – Transit .....	23
Subtask F4 – Railroad Crossings.....	24
Task G – Implementation Plan and Final Report .....	24
Subtask G1 – Transportation Solutions.....	24
Subtask G2 – Cost Benefit Analysis.....	25
Subtask G3 – Land Use Vision .....	25
Subtask G4 – Environmental and Community Resources and Agency Engagement.....	25
Subtask G5 – Prioritization and Funding.....	25
Subtask G6 – Final Report.....	25

# APPENDIX A

## Introduction

The following is a scope of work that describes work tasks to be performed by the WSP USA, Inc. team, hereinafter the “Consultant”, for the US 401 corridor study from US 421 near the Town of Lillington in Harnett County north to Banks Road in Wake County for the Capital Area Metropolitan Planning Organization (CAMPO), hereinafter the “Client”. The Client and Consultant will enter a contract, hereinafter “Contract”, wherein the terms of this “Scope of Work” are incorporated therein by reference.

## Overview

The study will focus on planning and design for the study area to determine the proposed ultimate cross-section and alignments of US 401 by:

- Developing a vision for the study area that includes three distinct segments, which are defined as (1) US 401 Fuquay-Varina Bypass on the new location, (2) Fuquay-Varina section, and (3) Southern section – from the proposed Bypass into Lillington through a comprehensive and engaging stakeholder involvement process.
- Analyzing a variety of short and long-term solutions which will include cost-benefit analysis.
- Development of a package of realistic and implementable prioritized projects that can be programmed into the appropriate Metropolitan Transportation Plan (MTP) time horizon and are designed and segmented such that the NCDOT SPOT technical score for each individual project is maximized.
- Development of a Public Engagement Plan (PEP) to detail the goals for public communications and engagement, target audiences, as well as tools and techniques to effectively communicate with and inform the public and stakeholders.

## Study Vision, Goals and Performance Measures

### Study Vision

The Consultant will develop a vision for the study area, through a comprehensive and engaging stakeholder involvement process, to provide functional designs that provide adequate capacity for the future conditions while accommodating the appropriate modes of travel as prioritized by the public and stakeholders. The study vision will reflect the diversity of communities, land uses, and transportation aspects within the study area and beyond. This deliverable will be part of Subtask B1.

### Goals

The Consultant will develop a set of goals for the corridor which will reflect direct actionable and measurable outcomes of the Study Vision. These will be developed in conjunction with public and stakeholder involvement. The Consultant will further outline performance measures for each goal. This deliverable will be part of Subtask B1.

### Performance Measures

The Consultant will set specific performance measures which may include roadway design criteria, land use, market/economic analysis, capacity as well as multimodal connectivity (where needed), access, mobility, and safety. These measures, based on public and Core Technical Team (CTT) member input, will be used to track progress towards goals, and help define or prioritize projects. The consultant will work with the Client to develop a weighting system that reflects the priorities based on feedback received from the public. This deliverable will be part of Subtask B2.

# APPENDIX A

## Task A – Project Management

Project Management will consist of project coordination and administration; attendance at project meetings; participation in external client meetings; schedule development and updates, invoicing, and performance of quality control.

### Subtask A1 – Project Administration

The Consultant Project Manager (PM) and task managers will supervise, coordinate and monitor the Project for general conformance with vision, goals, standards, and policies established at the beginning of the project. The Consultant will provide the management, schedule, coordination, and direction to its team and subconsultants to supply the required services. The Consultant will coordinate with the various team functional groups to provide timely delivery of qualified products. The Consultant will notify the Client of any subconsultant or task lead changes.

Project administration efforts will continue throughout the life of the contract and will include the following:

- Project control and administration, including set-up of the new task order in our accounting system
- Creation and execution of new subconsultant agreements and subconsultant invoice tracking
- Resource allocation to facilitate simultaneous production of project tasks
- Day to day communication among task leaders
- Coordination in development of change orders and modifications if necessary
- Coordination and oversight to ensure compliance with contract provisions
- Monthly Project activity/milestone design schedule
- Monthly progress reports and invoices

#### Subconsultant Participation

- Stewart Engineering
- HR&A Advisors
- SpanishSpeaking, LLC

#### *Subtask A1 Deliverables*

- Project Management Plan
- Quality Assurance/Control Plan
- Monthly invoices including progress reports with tracking and, as necessary, consider changes to scope, schedule and budget

### Subtask A2- Client Coordination meetings

The Consultant will prepare, facilitate, and document up to twenty-one (21) client coordination meetings. These meetings are intended to provide coordination between the Consultant and client to review system-wide components, schedule, risks, and oversight direction based on prior action items. These project coordination meetings will be up to one (1) hour each and include participation by the Project Manager, Deputy Project Manager(s), and additional consultant or sub-consultant staff as needed with a total number of Consultant attendees not exceeding four (4) personnel.

# APPENDIX A

## *Subtask A2 Deliverables*

- Up to twenty-one (21) monthly client coordination meetings (agendas, meeting materials, and minutes) – the final number will match the number of months of the project.

## *Subtask A3 – Internal Team Coordination Meetings*

The Consultant will conduct up to twenty (20) monthly internal team coordination meetings. These meetings are intended to provide internal team coordination between the subconsultants, Task Leads, and other staff. It is assumed the meetings will be one (1) hour each and the attendees will vary based on the agenda.

### Subconsultant Participation

- Stewart
- HR&A Advisors
- SpanishSpeaking, LLC

## *Subtask A3 Deliverables*

- Meeting minutes will be shared with the participants

## Task B – Stakeholder Engagement

### *Subtask B1 – Stakeholder Oversight Team Coordination meetings*

The client will establish a Stakeholder Oversight Team (SOT) comprising of local, regional and state agencies, and key community stakeholder representatives to participate in guiding the US 401 Corridor Study during the course of the project.

The Consultant will prepare, facilitate, and document up to five (5) SOT meetings. These meetings are intended to provide regular coordination opportunities between the Client and the SOT throughout the project. These SOT meetings will be up to two (2) hours each and include participation by the Project Manager, Deputy Project Manager(s), and additional consultant or sub-consultant staff as needed with a total number of attendees not exceeding five (5) personnel. The Consultant will prepare the meeting agendas, presentation materials, and facilitate the committee meetings. The Consultant may use its subscription to PollEverywhere, a live polling tool during the meetings to collect SOT input. The Client will be responsible for issuing invitations to participating committee members and providing meeting accommodations or web meeting platform.

### *Subtask B1 – Deliverables*

- Study vision and goals
- Up to five (5) SOT meetings (agendas, meeting materials, and minutes)

### *Subtask B2 – Core Technical Team Coordination Meetings*

The client will establish a Core Technical Team (CTT) comprised of a subset of the members in the Study Oversight Team to participate in guiding the US 401 Corridor Study during the course of the project.

# APPENDIX A

The Consultant will prepare, facilitate, and document up to ten (10) CTT meetings. These meetings are intended to provide regular coordination opportunities between the Client and the CTT throughout the project. These project coordination meetings will be up to two (2) hours each and include participation by the Project Manager, Deputy Project Manager(s), and additional consultant or sub-consultant staff as needed with a total number of attendees not exceeding four (4) personnel. The Consultant will prepare committee meeting agendas, presentation materials, and facilitate the committee meetings. The Client will be responsible for issuing invitations to participating committee members and providing meeting accommodations or web meeting platform.

## Conceptboard Engagement (CTT):

The Consultant will use Conceptboard, an online visual collaboration workspace, to share content and information with the CTT to seek their feedback remotely.

## *Subtask B2 Deliverables*

- Performance Measures
- Up to ten (10) CTT meetings (agendas, meeting materials, and minutes)

## Task C – Public Engagement

### Assumptions:

- There will be three (3) phases of public engagement.
- WSP will develop project content, including visuals such as infographics, and materials for activities as listed in the SOW.
- WSP will provide a demographic analysis as described in Subtask D4 Environmental and Community Analysis and Agency Engagement.
- CAMPO will electronically distribute outreach content including social media, flyers, digital toolkit, and press releases.
- CAMPO will be responsible for media inquiries and notifications.
- CAMPO will be responsible for costs associated with mailing print materials to individuals upon request; mass mailings are not anticipated.
- CAMPO will be responsible for costs associated with social media and/or print advertising, should CAMPO choose to use paid advertising.
- WSP will develop and maintain the project website.
- WSP will provide Spanish translations as described under Subtask C3 Spanish-Language Engagement. CAMPO will provide translations for additional languages, as requested by the public.
- Translation services at public meetings will only be provided if requested by a member of the public 7 days prior to the public meeting so arrangements can be made.
- ESRI StoryMaps will be used for public engagement throughout the project. All of the existing analyses mapping for the project will be done and used during the first Phase of public engagement.

A successful public engagement process will provide engagement opportunities throughout the project to achieve consensus of project recommendations and outcomes. It will build on the previous public engagement efforts completed in the U.S. 401 corridor to confirm previous public input, vision, and

# APPENDIX A

goals, as we move forward with recommendations. This scope accounts for three (3) phases of public engagement as follows:

- Phase 1: Educate the public after a review of previous studies and data collection to seek input on vision, goals, and corridor challenges. The Consultant will use public feedback from previous studies in the corridor to build upon that feedback and confirm that information is still accurate.
- Phase 2: Educate the public about Phase 1 public input, alternative options, and seek input on the final recommended alternatives.
- Phase 3: Present the recommendations to the public.

The Consultant will tailor engagement strategies for each phase to address project objectives and target audiences by incorporating digital methods complemented by traditional methods as described in the following sections under Task C Public Engagement.

## Subtask C1 – Public Engagement

### C1.1 Task Coordination

One member of the Public Engagement team will participate in up to three (3) one (1) hour pre-planning public engagement meetings with CAMPO to plan and prep for public engagement prior to each phase.

### C1.2 Develop a Public Engagement Plan

The Consultant will develop a Public Engagement Plan (PEP) to detail public engagement efforts throughout the project. Prior to developing the PEP, the Consultant will review previous studies in the corridor including recommendations and how public input influenced the recommendations. The PEP will detail:

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

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

### C1.3 Public Outreach

The following methods will be used to increase public awareness for the project and participation opportunities.

#### a. Social Media:

CAMPO will use CAMPO's social media accounts to share project information and promote public participation. The Consultant will provide three (3) unique posts for each of the three (3) phases of



# APPENDIX A

public engagement, and up to five (5) additional posts for use outside of specific engagement phases in order to provide ongoing communication about the project. CAMPO will review, approve, and post content on Facebook, Instagram, Twitter, and Nextdoor. In sum, the Consultant will provide content and graphics for 14 customized social media postings. CAMPO will distribute social media posts from the CAMPO accounts. The Consultant will revise materials up to one time.

To increase social media reach, CAMPO will identify related organizations to request their participation in sharing CAMPO's US 401 social media posts. These organizations may include local municipalities, counties, community groups, and other local stakeholders. CAMPO will provide the stakeholders with the schedule of social media posts as part of the digital toolkit.

**b. Flyer:**

The Consultant will develop up to three (3) flyers that can be distributed along the corridor to physical locations such as businesses and community/government buildings. The Consultant will revise each flyer up to one time. CAMPO will distribute the flyers electronically to stakeholders and project partners.

**c. Yard Sign:**

The Consultant will design one yard sign to be used throughout the lifespan of the project to promote the project website. It will have English on one side and Spanish on the opposite side. The Consultant team will produce and disperse up to 16 signs at key intersections and/or large community centers/libraries. These signs will be placed when conducting the targeted outreach along the corridor to stakeholders. The Consultant will collect the signs at the conclusion of each public comment period so that signs are only in the right-of-way for approximately 3-4 weeks.

**d. Digital Toolkit:**

A digital communications toolkit will be developed by the Consultant for easy distribution to CTT, SOT, community ambassadors, partners, and other organizations to easily share information about the project. The digital toolkit will include files such as digital versions of print materials, sample social media messaging, logos and brand graphics, outreach links (survey, website), a digital flyer that may be used by recipients to promote the project on screens at local facilities such as libraries, buses, etc., and a roadside signage image file. CAMPO will distribute the toolkit, as needed.

**e. E-blasts:**

CAMPO will distribute e-mails to share project information with the general public using CAMPO's public email list through PublicInput. CAMPO will also distribute information to the SOT and partner agencies. E-blasts will be developed by the Consultant and revised up to one time.

**f. Media:**

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

**Media Requests/Interviews:** CAMPO will be responsible for any requested media interview.

**Videos:** Public meeting presentations will be recorded during the meeting and streamed live using CAMPO's Facebook page to include residents not able to attend at the time of the meeting. The

# APPENDIX A

videos may be posted to CAMPO's YouTube site and will use YouTube's closed captioning tool to provide accessibility for individuals with visual impairments.

## **g. Stakeholder Outreach:**

**SOT Engagement:** During the SOT meetings, the Consultant will provide information about upcoming outreach and engagement to seek the SOT's help in distributing information.

**Presentations to Key Stakeholder Groups and Member Organizations:** The Consultant will present to the TCC and Executive Board at the end of the "Development of Solutions" Phase II and at the end of "Project Adoption and Presentation" Phase IV. Municipal/County Board presentations will be given to the municipal/county boards along the corridor as necessary.

CAMPO will be responsible for any costs associated with requested mailings and/or advertising.

## C1.4 Engagement Techniques

The following techniques may be used to engage the public and solicit public input.

### **a. Public Meetings:**

Three (3) public meetings will be held to educate and seek public feedback as follows:

- Phase 1: One (1) virtual public meeting. The goal will be to educate the public after data collection, confirm previous public input from other studies, and seek input.
- Phase 2: One (1) public meeting (to be determined with CAMPO (and based on state and local guidance concerning social distance guidelines) if the meeting will be held in-person or virtually). The goal of this phase is to educate the public about Phase 1 public input, recommended final alternatives, and seek input on the final recommended alternatives.
- Phase 3: One (1) public meeting (to be determined with CAMPO (and based on state and local guidance concerning social distance guidelines) if the meeting will be held in-person or virtually). Present the public with the final recommendations.

The Consultant will prepare public meeting materials for each public meeting, including up to three (3) presentations (one per each phase), up to 15 display boards, up to three handouts (11x17, front and back), and up to two (2) surveys (as described below in b. Surveys). If in-person public meetings are scheduled, the presentation and/or materials from the meetings will be available on the project website for the public to participate remotely. The Consultant will provide CAMPO with digital files of public meeting materials so CAMPO can print upon public or stakeholder request. The Consultant will revise materials up to one time based on feedback from CAMPO.

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

CAMPO's online meeting platform subscription will be used for live virtual meetings. CAMPO will determine and secure meeting space for in-person public meetings. Up to four (4) Consultant staff will attend each meeting.

# APPENDIX A

## b. Surveys:

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

c. **Pop-Up Events:** Pop-up events may be used, depending on social distancing guidance, to reach populations who typically do not attend public meetings, such as the Spanish-language community. The Consultant will perform "door to door outreach" or pop-up events as described under C3.3 Targeted Outreach. If pop-up events are chosen over "door to door outreach", the Consultant may host a pop-up event at two locations in the same day along the corridor; one at a Hispanic business and one at a popular destination along the corridor. The Consultant will use materials developed for the public meetings at the pop-up events.

d. **ESRI Storymaps:** The Consultant will use ESRI StoryMaps to relay project information. StoryMaps may be used as a tool for online public engagement to walk the public through project information before seeking their feedback. StoryMaps will also be used to develop the project materials, interim reports, and final report.

## C.1.5 Public Engagement Summary

The Consultant will provide a written summary of all public engagement activities following each engagement phase for a total of three (3) summaries. The summaries will include graphics and charts to illustrate public input. All summaries will be combined into one document to be included in the final project report. The Consultant will revise each summary up to one time based on feedback from CAMPO.

### *Subtask C1 Deliverables*

- (1) Public Engagement Plan
- (1) Review of the previous public engagement activities in the corridor – this will be presented through a memo and StoryMaps
- (Up to 3) Presentations
- (Up to 15) Display boards
- (14) Social Media Posts
- (3) Flyers
- (3) Digital Toolkits
- (2) Surveys
- (3) Handouts (using web content)
- (3) Summaries with an analysis of public input and survey results
- ESRI Storymaps for use in outreach and engagement

### *Subtask C2 – Project Website*

The Consultant will develop a project website, similar to the layout and structure of the Triangle Bikeway Study, to convey project information and to collect public input. The website will include:

- A project overview,

# APPENDIX A

- Anticipated schedule,
- A crowdsourcing map to collect public input on areas of concern; and,
- Information about public input and solutions that are developed.

The Consultant will use the website to host virtual engagement opportunities throughout the project to collect public input and inform the public. The ESRI Story Map will be linked from the project website. The Consultant will provide updates on information received via the website throughout the project to add additional project content, and/or public meeting materials. The Consultant will work with CAMPO to provide accessible information for persons with disabilities (provide content readable by screen readers). The Consultant will analyze crowdsource comments. At the conclusion of the project all the web files will be transferred to CAMPO.

## C2.1 Project Branding

The Consultant will work with CAMPO to develop project branding that best represents the project purpose. Branding will make project materials easy to identify. Branding will be used on all project materials, including the website, meeting materials, and project documentation. The Consultant will provide one round of concepts based on client input and will revise the brand up to one time following a review of concepts. The Consultant will provide a memo of the brand standards to CAMPO for use in project activities.

### *Subtask C2 Deliverables*

- (1) Website (hosted for 24 months)
- (1) Crowdsourc Map
- Branding files
- (1) Analysis of crowdsource comments to be included in the phase summary
- Web files as the conclusion of the project

## Subtask C3 – Spanish-Language Engagement

### C3.1 Translation

The Consultant will be responsible for translating project materials, including advertising/promotional flyers, into Spanish. This includes up to 7,200 words for the duration of the project.

### C3.2 Public Meeting Interpretation

The Consultant will provide up to one (1) interpreter for two (2) public meetings, as requested prior to a meeting by attendees. The Consultant will provide up to ten (10) sets of communication interpretation equipment to be used during the public meetings for interpretation services. If interpreters are not needed for the public meetings, the hours and time may be repurposed to provide up to one (1) interpreter for up to two (2) Spanish language stakeholder interviews or focus groups as determined in collaboration with CAMPO.

### C3.3 Targeted Outreach

The Consultant will identify Hispanic businesses, organizations, and community centers along the corridor to be targeted for outreach. Spanish-speaking outreach specialists will provide direct outreach to inform the business, organizations, and patrons of those businesses/organizations about the project

# APPENDIX A

and encourage them to participate in the survey on the spot or at a later time. The outreach specialists will provide targeted outreach at four periods in the project along the corridor and surrounding areas. These targeted outreach periods may include “door-to-door” outreach, intercept surveys, or pop-up events at identified establishments. The Consultant and CAMPO will discuss the best approach for Hispanic outreach prior to each phase based on goals, previous success, and social distancing guidance.

## C3.4 Documentation

The Consultant will develop a summary of outreach/LEP activities.

### *Subtask C3 Deliverables*

- Translation of up to 7,200 words
- Summary of outreach/LEP activities to be included in each public engagement summary.

## Task D – Planning and Environmental Analysis

### Segments of the Corridor

Considering the varying nature of traffic, land use, and priorities along the corridor, the Consultant proposes to divide the corridor into three segments for the purpose of this study. This will enable the Consultant to focus on the requirements of each segment individually. The Consultant proposes the following extents for each segment.

#### *Segment 1 – US 401 Fuquay-Varina Bypass*

This segment pertains to the planned greenfield bypass for US 401 passing through east and south of Fuquay Varina. The currently planned segment starts on US 401 between Banks Rd and Hilltop Road, crosses NC 42 and NC 55 amongst other roads, and merges back into US-401 with a possible extension to Piney Grove – Wilbon Rd. Being a greenfield bypass, the concerns on this segment are different from the other segments of the corridor. The Consultant will primarily focus on developing a conceptual alignment, location and type of intersections or interchanges, conceptual cross sections, impact on surrounding land uses, and phasing of the project.

#### *Segment 2 – Fuquay-Varina – Banks Road to Harnett/Wake County Line*

This segment pertains to US-401 starting from 150 feet north of Banks Road to the boundary of Wake and Harnett counties. This segment passes through Fuquay-Varina and its suburbs, where there is a high potential for future development. For this segment, the consultant will primarily focus on the capacity, safety, multimodal, and efficiency aspects along this segment.

#### *Segment 3 – Southern Section – Harnett/Wake County Line to Lillington*

This segment pertains to US-401 starting from the boundary between Wake and Harnett counties and ending at the intersection with NC 210 (Gateway to Lillington). This segment is primarily rural, albeit with high forecasted growth in the area. The segment runs parallel to a railroad line with two at-grade crossings, which impact the safety along the corridor. The consultant will primarily focus on preparing the segment for future increase in traffic, safety improvements, and the interaction with the segment with surrounding land uses.

# APPENDIX A

Only the primary focus areas are mentioned for each segment and this list of concerns is not exhaustive.

## *Report Format*

The Consultant will create the final report for this study in ESRI StoryMaps platform. All the deliverables mentioned in this and subsequent tasks and subtasks will be made using the ESRI StoryMaps platform. The final report will be available via StoryMaps and PDF for CAMPO use. The final report will also be available for use on the project website and the main CAMPO website.

## *SubTask D1 – Developing the Hierarchy*

The Consultant will create a hierarchical outline of the report where chapters and sub-chapters will be organized in a tabular format and an overview of what each tab will contain. The Client will review this outline and the overview of constituent contents. The Consultant will make the changes to the outline based on the comments received. Once the hierarchy and contents are approved, the Consultant will create the basic structure of the project on StoryMaps format. Once the Consultant starts developing the pages on StoryMaps based on the approved hierarchy, any changes that impact more than one tab will incur additional costs.

## *Decisions to be made*

- Hierarchy of chapters and sub-chapters which will form tabs and sub-tabs in the report
- Overview of content to be included within each sub-chapter
- Overall Organization and flow of information

## *SubTask D1 – Deliverables*

- Preliminary list of chapters and sub-chapters that the document will contain based on the scope and other project considerations for client's comments, changes and tentative approval.
- Tentative final list of chapters and sub-chapters on which the StoryMaps document will be created.

The deliverable for this task is kept tentative because there may be minor changes in the order or structure of the document later. Any changes from the approved structure will be discussed with the Client before implementation.

## *Subtask D2 – Developing the Graphical Language*

The Client will provide branding guidelines (either general agency guidelines or those specific to the project). The Consultant will develop up to two (2) mock pages on StoryMaps which will reflect the most appropriate graphical language based on the Consultant's design sensibilities, Client's branding guidelines and the options and features available on StoryMaps. The client will select the preferred option and provide comments or changes if any on the preferred option. The consultant will incorporate the comments provided by the client up to the extent permissible by StoryMaps. Once the Consultant starts developing the pages on StoryMaps based on the approved graphical language, any changes that impact more than one tab will incur additional costs.

## *Decisions to be made*

# APPENDIX A

- Type of StoryMap used
- Placement and direction of text
- Background and foreground color scheme
- Font type, size and color
- Base Map type

## *SubTask D2 – Deliverables*

- Two (2) preliminary mock pages on StoryMaps for Client’s approval and comments
- Final mock page and a list of decisions made on the aforementioned list.

The StoryMaps report will be supplemented with a short executive summary in a standard PDF format not exceeding 10 letter sized pages.

## *Subtask D3 – Existing and Previous Plans review*

The key purpose of this subtask is to review planning and transportation improvements recommended by major studies conducted in the area in the past five years. For this purpose, the consultant will make a list of studies, reports and documents pertinent to the area and send it to the Client to review. This list will include but will not be limited to 2045 CAMPO MTP, Harnett County Northwest Area Study, previous NCDOT studies including the US 401 EIS, and Wake Transit Plan. CAMPO is currently preparing the 2050 MTP. The consultant will refer to the 2050 MTP after it is adopted by CAMPO. The client will include additional material to the list if required and finalize the list of studies. The consultant will study these documents and examine the relevancy of their recommendations in terms of its applicability, integration with other recommendations and other current and future challenges. The goal of this review is to not perform analysis, design or development of recommendations that has already been proposed in previous studies.

## *Subtask D3 Deliverables*

- List of reports and documents reviewed
- List of relevant recommendations to be acknowledged in this study

## *Subtask D4 – Environmental and Community Analysis and Agency Engagement*

The consultant will analyze natural and community environmental conditions to conduct a red flag analysis along the corridor to inform alternatives developed in the design stage. The Consultant will perform this subtask using a desktop analysis, using the screening tool from NCDOT’s Project ATLAS program, will review and backcheck the data gathered, and update data using ancillary GIS data as needed. The Consultant will further conduct one (1) field visit to verify data collected and identify community indicators not documented through standard shapefiles, such as community cohesion. The Consultant will create a map depicting relevant environmental conditions along the three segments of the corridor.

As an initial task, the Consultant will also carry out a demographic analysis and environmental justice (EJ), Limited English Proficiency (LEP), and Language Assistance (LA) screening using NCDOT’s Demographic Snapshot Tool and CAMPO’s Communities of Concern (CoC) data inventory. The consultant will refer to Longitudinal Employment-Household Dynamics (LEHD) data to understand the

# APPENDIX A

relationship between employment and demographics within the study area and will refer to Triangle Regional Model for future population and employment figures in the area. These findings will be presented through mapping and represented in the PIP.

Early identification of sensitive environment resources and initiating early coordination with applicable resource agencies is critical to streamlining the National Environmental Policy Act compliance process for projects that are recommended by this study. The Consultant will prepare a list of Agencies to be contacted for this purpose and send it to Client for review and approval. Initial engagement of environmental resources agencies will begin with notifying applicable resource agencies of the planning study from the list approved by the Client and request that they verify data collected and provide input on pertinent resources within the US 401 Corridor study area.

Each of the projects identified through the course of the study will be screened for their potential to affect environmental resources with emphasis on the regulated resources such as threatened and endangered species and their habitat, wetlands and streams, historic resources, and Environmental Justice populations. An environmental screening package containing a project description project problem statement and project maps with pertinent environmental resource information will be prepared and distributed to applicable resources agencies.

## *Subtask D4 - Deliverables*

The Consultant will create one (1) map for each of the following characteristics:

- Wetlands, creeks & streams, and floodplains
- Protected species critical habitat
- High Quality Waters, Outstanding Resource Waters, and Water Supply Watersheds
- Voluntary Agricultural Distracts (VAD) and farmland soils
- NCSHPO listed historic structures and districts
- Community Resources (schools, places of worship, parks/recreation centers, etc)
- Potential EJ communities (Census Block Groups identified during screening) and LEP/LA groups
- Communities of Concern
- Population growth 2013 – 2045
- Employment growth 2013 – 2045
- LEHD map 2017

The Consultant will provide the following deliverables in addition to the maps:

- List of Agencies to be contacted for review and approval by the Client.
- Data request letters for applicable Agencies
- Environmental Screening package for applicable Agencies

## *Subtask D5 – Land Use Analysis*

The Consultant will collect and analyze existing land use inventory based on tax parcel data for Wake and Harnett counties. The Consultant will also develop an overview of the land use policies and ordinances in each of the jurisdictions in the Study Area and describe existing as well as projected land use patterns. The Consultant will gather data on availability and projections of public water and sewer



# APPENDIX A

facilities. The Consultant will also examine the availability and projections for public school facilities along with existing and planned school bus routes along the corridor.

Committed Development included as part of the CommunityViz model utilized to create Traffic Analysis Zone (TAZ) forecasts will be reviewed and updated based on current information available from local jurisdictions. Updates of associated land use scenarios and TAZ data will be created to be utilized as part of model runs in stage two of task E2 if needed. The land use suitability analysis included in the regional CommunityViz model will be updated as part of the process. Land use and transit service recommendations surrounding future access points will be included in the plan. Special attention will be given to transit supportive/commercial mixed-use areas and environmentally sensitive areas in the study area.

## *Subtask D5 – Deliverables*

- One (1) map showing existing and planned Land use inventory
- Overview of land use policies and ordinances
- Overview of committed development
- One (1) map showing Land use suitability analysis
- One (1) map showing Land use recommendations

## *Subtask D6 – Market and Economic Analysis*

The Consultant will perform a high-level socioeconomic analysis and real estate market scan of the corridor, with a particular focus on two (2) segments (US 401 Fuquay-Varina Bypass on the new location, and Southern section – from the proposed Bypass into Lillington) of the CAMPO US 401 corridor to assist in advising how multimodal corridor designs can stimulate desired development along the corridor. This task will include a review of prior market studies that have been conducted for the area to understand the baseline market conditions and future development expectations.

The Consultant will also conduct a real estate market scan to advise on potential developments outcomes within the corridor, with a focus on two (2) segments (US 401 Fuquay-Varina Bypass on the new location, and Southern section – from the proposed Bypass into Lillington) of the corridor under different transportation alternatives, including a review of recent trends in inventory, rents, and vacancy for residential, commercial office, and retail uses; residential analysis identifying how transportation investments affect the potential for residential uses at a high level; office analysis identifying how transportation investments affect the potential for office uses at a high level; and a retail gap analysis which identifies the potential viability of additional retail and restaurant uses under different transportation alternatives. The goal of this analysis will be to test the feasibility of proposed levels of development for priority development nodes within the corridor.

## *Subtask D6 – Deliverables*

- A briefing document identifying the details of the findings of the market assessment including an estimate of development potential for the three segments.

# APPENDIX A

## Task E – Capacity and Safety Analysis

### Subtask E1 – Existing and Planned Transportation Network

The consultant will obtain the details of existing and planned transportation network in the study area across five modes (roadway, rail, bicycle, pedestrian, transit) from publicly available sources including but not limited to NCDOT’s functional classification map, CAMPO 2045 MTP, NCDOT STIP projects, Fuquay Varina 2035 Community Transportation Plan and the Triangle Regional Model. The consultant will use this data to prepare maps and in conjunction with the deliverables of subtasks D1 and D2, identify locations to address potential gaps in the networks.

The consultant will separately analyze the tentative alignments of the Fuquay-Varina Bypass as mentioned in the Triangle Regional Model, CAMPO 2045 MTP and other local plans.

#### *Subtask E1 – Deliverables*

The consultant will create one (1) map for each of the following characteristics

- Existing and Planned roadway network
- Existing and Planned bicycle and pedestrian network
- Existing and Planned transit network

#### *Summary*

- Summary of findings corresponding to each map mentioned here above.
- Evaluation of tentative alignments of Fuquay Varina Bypass mentioned in local and regional plans.

### Subtask E2 – Travel Demand Modeling

The consultant will use Triangle Regional Model v6.2 as the primary tool to analyze existing and future year travel demand along the corridor. For this purpose, the consultant will use the official 2016 network for current year analysis. For future year analyses, CAMPO will provide the 2045 Existing plus Committed (E+C) network with additional projects as deemed necessary by CAMPO (referenced as E+C+A). The consultant will use 2025 or 2035 (pre-determined by the Client) official output if required for any intermediate year analysis. The consultant will use the updated TRM (v6.2) after it is officially adopted and made available for public use to update the analyses done in the first stage of this subtask.

#### Regional Tier:

Travel demand modeling will be used at two stages in this project. The first stage will be to determine existing (2016) and future (2045) travel demand and characteristics of the corridor. The analysis at this stage will include AM and PM peak volume to capacity ratios, distribution between automobile and truck volumes. The outputs from TRM base year will be analyzed in correlation with the 2016 Streetlight Data. The Client will provide the Consultant the means to access and extract the required information from the Streetlight Data portal. The results from the first stage will guide the traffic study, design recommendations, and alignment options.

# APPENDIX A

## Local tier:

In order to determine the origins and destinations of the trips using this corridor, and to differentiate between the trips that pass through the corridor from the ones that begin or end along the corridor, the Consultant will perform six (6) select link analyses for PM peak period in 2045 E+C+A network along the corridor. Six links, each located ideally at the ends of the three segments, will be selected for this analysis. For each pair of links located on the same segment, two Select Link Analysis will be performed, one capturing the traffic using both the links (through traffic) and one determining the traffic using either one of the two links (through and to/from traffic). The former will be subtracted from the latter to determine the traffic starting or terminating along the corridor. The goal of this analysis is to understand the distribution and behavior of traffic along the three segments of the corridor.

## Recommendations stage:

In this stage, the Consultant will use preliminary recommendations to model up to two (2) alternatives using the TRM 2045 (E+C+A) network as base and analyze the outputs to help determine the final set of recommendations. The analysis at this stage will include AM and PM peak volumes along the corridor.

## Subtask E2 – Deliverables

The Consultant will create one (1) map for each of the following characteristics

Stage 1 – Maps for Existing conditions (2016 and 2045)

- AM and PM peak Volume to Capacity Ratios for 2016
- AM and PM peak auto and truck volumes for 2016
- AM and PM peak Volume to Capacity Ratios for 2045 E+C+A network
- AM and PM peak auto and truck volumes for 2045 E+C+A network
- 2045 E+C+A PM peak select-link analysis for up to 6 locations

Stage 2 – Maps for Alternative Evaluations (2045) – Using Updated TRM, contingent on the updated TRM completion by this time

- AM and PM peak Volume to Capacity Ratios for Alternative 1
- AM and PM peak Volume to Capacity Ratios for Alternative 2

## Subtask E3 – Traffic Analysis

The Consultant will perform the traffic analysis for existing and two future year conditions, short-term (5-10 years) and long-term (2045).

### E3.1 Data Collection

The Consultant will coordinate with the Client and Stakeholders to collect relevant data: turning counts, annual average daily traffic data, signal timing plans, where it exists, and coordinate with the Client to understand its usability for analyses. Additionally, the Consultant will also perform a field visit to verify the information gathered.

### E3.2 Volume Development

Given the current coronavirus-related challenges with collecting new and reliable data, the Consultant will use previously collected turning movement counts, annual average daily traffic (AADT) data, historical growth rates, and regional model data to develop existing and future traffic volume estimates for the intersections in the study area. Additionally, the Consultant will use the Streetlight data provided by CAMPO. The Consultant will develop base year, future year no-build and build volume exhibits.

# APPENDIX A

## E3.3 Analysis

The Consultant will prepare and analyze the following conditions for the intersections and interchanges in the study area using Cap-X, HCS, Synchro/SimTraffic and/or SIDRA software tools:

- Base Year 2019
- Future Year 2025 or 2030 (Short-Term) No-Build and Build
- Future Year 2045 (Long-Term) No-Build and Build

The analyses will include up to seventeen (17) signalized intersection, thirteen (13) unsignalized intersections and six (6) interchanges along the study corridor. The No-Build will include all the planned projects in the study area in accordance with the future year analyzed.

Intersections:

### Signalized:

1. US 401 at N Main Street/US 421
2. US 401 at Pine State Street
3. US 401 at Brightwater Drive/McKinney Parkway
4. US 401/S Main Street at Judd Parkway (South)
5. US 401/S Main Street at Vance Street
6. US 401/S Main Street at NC 42/SR 1107 (Academy Street)
7. US 401/NC 42/N Main Street at Wake Chapel Road
8. US 401/NC 42/N Main Street at N Ennis Street
9. US 401/NC 42/N Main Street at SR 1107 (Judd Parkway NE)
10. US 401/NC 42/NC 55/N Main Street at Shopping Center/Zaxby's Driveway
11. US 401/NC 42/NC 55/ N Main Street at Purefoy Road/Sunset Lake Road
12. US 401/NC 42/NC 55 at Lakestone Commons Avenue
13. US 401 at NC 55/NC 42 - part of U-5751 – will not be studied as part of this corridor study, but recommendations from the U-5751 project will be included
14. US 401 at Mill Creek Drive/Ideal Lane
15. US 401 at Dwight Rowland Road
16. US 401 at SR 1375 (Lake Wheeler Road)
17. US 401 at SR 1393 (Hilltop Needmore Road)/Hilltop Road/Air Park Road
18. US 401 at SR 2724 (Banks Road)

### Unsignalized:

1. US 401 at SR 1412 (Christian Light Road)
2. US 401 at Ballard Road
3. US 401 at SR 2215 (Harnett Central Road)
4. US 401 at SR 1403 (Kipling Road)
5. US 401 at Lafayette Road
6. US 401 at Lafayette School Road
7. US 401 at Chalybeate Road (South)
8. US 401 at Chalybeate Road (North)
9. US 401 at SR 1441 (East Williams Street)
10. US 401 at Spence Mill Road
11. US 401 at Rawls Church Road

# APPENDIX A

12. US 401 at SR 1414 (Piney Grove Rawls Road)
13. US 401/S Main Street at Wagstaff Road

## Potential Interchanges:

1. US 401 Bypass at US 401
2. US 401 Bypass at NC 42
3. US 401 Bypass at Kennebec Road
4. US 401 Bypass at NC 55
5. US 401 at NC 55/NC 42 – part of U-5751 - will not be studied as part of this corridor study, but recommendations from the U-5751 project will be included
6. US 401 Bypass at Purefoy Road
7. US 401 Bypass at US 401

The Consultant will conduct the analysis for all the intersections and interchanges in the study area using HCS, Synchro/SimTraffic, SIDRA software tools. A future year (2045) operations-level analysis will be conducted for the intersections and interchanges along the existing alignment as well as the bypass section. This will provide a comparison point for the future year with project (transportation improvement strategies) analysis.

For new locations, a planning level analysis will be conducted using the Federal Highway Administration's (FHWA) Capacity Analysis for Planning of Junctions (Cap-X) software tool. Cap-X was developed by FHWA for the specific purposes of conducting a screening level analysis of intersections using volume to capacity ratio and critical lane volumes. This screening level analysis will identify the locations of critical importance for advancing into a higher tier of analysis.

TransModeler, a microsimulation tool will be used on up to two (2) locations, to analyze complex areas which include unconventional grade separated roadways to further evaluate the final transportation improvements.

The Consultant will summarize the capacity analysis measures of effectiveness (MOEs) in a table. The results from the existing and future year analysis will be used to develop the short-term and long-term recommendations for the study area locations.

## E3.4 Failure Year Analysis

For intersections identified as operating at poor levels of service in the analysis, additional analysis will be performed to determine their failure year. This will give stakeholders and the public an idea of the timeliness and benefits of potential improvements.

### *Subtask E3 – Deliverables*

- Traffic models
- Traffic analysis summary and recommendations to be incorporated into the final report.

### *Subtask E4 – Safety Analysis*

The Consultant will obtain the crash data for the US 401 corridor, from 150 feet north of Banks Road to North Main Street in Lillington, NC, with a 150-foot y-line, for the most recent five (5) year period from

# APPENDIX A

NCDOT Traffic Safety Unit. Additionally, the Consultant will obtain the railroad crossing safety data from NCDOT Rail Division. The Consultant will:

- Coordinate with NCDOT Traffic Safety Unit to obtain the data.
- Preparation and QC of the strip crash analysis using TEAAS.
- Review of crashes/crash history
- Perform safety review and prepare summary tables

Using this data, the Consultant will identify high crash and high severity locations along the corridor. For these locations, the Consultant will review roadway and railroad injury/fatality crashes and bike/pedestrian-related crashes. Based on existing issues/patterns, the Consultant will identify countermeasures/improvements that can be incorporated into the corridor design to improve safety.

The findings from the crash data, along with other information, will be used to determine improvements to study area intersections.

## *Subtask E4 – Deliverables*

- Raw crash data obtained from NCDOT
- Crash analysis summary to include in the final report

## Task F – Design Development

### *Subtask F1 – Conceptual Designs*

The Consultant will develop conceptual plans in accordance with but not limited to:

- NCDOT Roadway Design Manual
- 2018 NCDOT Roadway Standard Drawings
- 2018 Standard Specifications for Roads and Structures
- A Policy on Geometric Design of Highways and Streets AASHTO 2011
- NCDOT Complete Streets Planning and Design Guidelines 2018

The Consultant will develop conceptual design (curb lines, lane lines, edges of pavement, right of way, bike/pedestrian facilities) for the US 401 Corridor using Open Road Designer software for the following:

- Segment 1 - US 401 Fuquay-Varina Bypass with potential interchanges and tie-ins to NC 55, NC 42 and Future NC 751.
- Segment 2 - Fuquay-Varina section that improves mobility along the corridor with intersection improvements at key locations.
- Segment 3 – South from Harnett/Wake county line that improves mobility along the corridor, creating a gateway into Lillington.

The Consultant will prepare Design Assumptions to review and approve before starting the conceptual design plans. The Consultant will use only pertinent publicly available information obtained from online sources or the Client to prepare the conceptual designs. The Consultant will prepare functional design

# APPENDIX A

plans using approved design assumptions to meet as stated above the guidelines at a scale of 1" =100' horizontal and 1" =20' vertical. All cross-sections will be computer generated in 100' increments for standard roadway sections.

The Consultant will submit 34x22 full-size sets of the conceptual designs in soft copy pdf format. CAMPO shall review the conceptual designs and provide comments for consultant to address. There will be up to two (2) review cycles at the end of which the Consultant will revise plans per CAMPO and CTT comments and provide a conceptual construction per mile estimate at approval. The approved conceptual drawings will be used to generate 2D photoshop-rendered plans with appropriate aesthetics at the scale of 1" = 200'. These concepts will be linked to their corresponding map segments on the StoryMaps platform.

## *Subtask F1 – Deliverables*

The Consultant will make the following submittals to the Client.

- Design Assumptions
- Typical Sections
- Plan Sheets with Horizontal Design for all Alignments
- Conceptual Construction Phasing Concept – Narrative Format
- Conceptual Construction Cost Estimate
- 2D photoshop-rendered plans at forty (40) key locations at 1" = 200' from approved conceptual designs.
- Up to Four (4) Typical Cross-section Renderings (2D)

## *Subtask F2 – Bicycle and Pedestrian Facilities*

The Consultant will conduct a plan review of local and regional bicycle and pedestrian facilities in the study area. The review will include an inventory of major alternative transportation facilities, modes, or plans (bicycle, pedestrian, greenway, etc.) on or adjacent to US 401 and along up to 2 additional viable new-location alternatives or segments. Key destinations and bicycle and pedestrian priority areas will be defined in tandem with the existing conditions analysis.

- Segment 1 - US 401 Fuquay-Varina Bypass

The Consultant will focus on the potential of bike-ped networks -associated with this corridor brought up on by future land use demand in this segment.

- Segment 2 - Fuquay-Varina section

Considering the high potential for bike-ped facilities in this segment, especially in Downtown Fuquay-Varina, the Consultant will focus on the current gaps in the network, land use recommendations and complete streets principles for developing recommendations in this segment.

- Segment 3 – Southern Section

Although primarily rural, high future growth may create a need of basic bike-ped network on which the Consultant will focus for this section.

After a recommended set of roadway improvements is defined, the Consultant will determine short term and long-term recommendations to accompany and complement recommended roadway improvements. Interim improvements that support local mobility will be identified including priority

# APPENDIX A

complete street elements along US 401 and key connecting roadways. Regional needs, including connectivity between the planned Neills Creek Greenway and the towns of Lillington, Angier and Fuquay-Varina will also be documented. Recommended policies and suggested updates to local plans will be included in the draft and final report.

## *Subtask F2 – Deliverables*

The consultant will make the following submittals

- Summary of plan review of local and regional bicycle and pedestrian facilities in the study area
- One (1) map showing inventory of major alternative transportation facilities, modes, or plans (bicycle, pedestrian, greenway, etc.) on or adjacent to US 401
- One (1) map showing short term and long-term bike-ped recommendations to accompany and complement recommended roadway improvements
- Summary of recommended policies and suggested updates to local plans

## *Subtask F3 – Transit*

The Consultant’s approach for transit planning along the US 401 corridor would focus on three key considerations: destinations, transfer opportunities, and transit priority improvements.

*Destinations* – Current development patterns are not conducive for transit use and so attention will be paid to destinations with development opportunities that could include density, mixed-use, and affordable housing. The Consultant will review opportunities to provide safe and accessible bicycle and pedestrian connections between these existing and potential destinations and bus stops with existing aeriels and GIS layers, planned infrastructure improvements, and land use plans.

*Transfer Opportunities* – Improved transit service along US 401 should connect to the other planned regional transit projects to further connect to other locations within Orange, Durham, Johnston, and Wake Counties. There will be an opportunity at Purser Drive in Garner to transfer to the existing GoRaleigh 7 (South Saunders) route and the planned Wake BRT: Southern Corridor, Town of Garner local bus service, Triangle Commuter Rail, and BRT to Clayton. The Consultant will review regional transit plans and identify transfer opportunities both along the corridor and between municipalities in the study area and other municipalities outside the study area (ex. Fuquay-Varina transit connection to Apex then Cary, etc.)

*Transit Priority Improvements* – Implementation of any transit enhancements along the corridor would consider both operational service aspects and the physical infrastructure required to provide safe and accessible stops. Opportunities for transit priority improvements – ex. queue jump lanes, in-lane bus stops, signal preemption – would be considered as cross-sections are developed. The Consultant will identify transit priority improvement locations that could provide the most benefit to bus speed and reliability.

## *Subtask F3 – Deliverables*

The consultant will make the following submittals

- Summary of recommendations outlining connections between existing and potential bus stops and destinations. Map deliverable for this item will be merged with that in subtask F2.



# APPENDIX A

- Summary of review of regional transit plans affecting the corridor study area and potential connections to other municipalities.
- Summary of recommended transit improvements along the corridor.

## Subtask F4 – Railroad Crossings

The US 401 corridor crosses Norfolk Southern “VF” and “NS” rail lines three times within the project study area, with two at-grade crossings and one railroad overpass. The Consultant will evaluate both at-grade railroad crossings, one grade-separated crossing and seven intersections in proximity to railroad crossings along the US 401 corridor and provide recommendations to address any existing issues. These recommendations will be specific to roadways and will cater to safety aspect of railroad crossings. These recommendations will feed into traffic analyses and functional design. These include intersection of US 401 with Harnett Central Road, Lafayette Road, Lafayette School Road, Chalybeate Road, Rawls Church Road, Piney-Grove Rawls Road, and Wake Chapel Road.

The Consultant will also contact Norfolk Southern to inform them of the project. Recommendations received from Norfolk Southern will be evaluated and potentially incorporated while developing the roadway and other recommendations along the corridor.

## Subtask F4 – Deliverables

The consultant will make the following submittals

- Summary of recommendations received from Norfolk Southern and their potential impact on US 401 corridor study

Summary of roadway specific safety recommendations at two (2) at-grade railroad crossings, one (1) grade-separated crossing and seven (7) intersections near the railroad line.

## Task G – Implementation Plan and Final Report

The Consultant will compile the final improvement strategies into a concise Implementation Plan that clearly describes the steps needed to implement recommended strategies, the timeframe(s) in which each step occurs, responsible agency, estimated costs, and potential resources. Proposed cross-sections and estimated right-of-way needs will be provided for recommended capital projects. Any recommended amendments to local land use policies will be identified and described for each jurisdiction. The final plan will include short and long-range multimodal concepts and strategies, a phasing plan, documentation of agency and public outreach efforts, and an implementation matrix by time frame and segment. This report will be prepared using ESRI StoryMaps platform.

## Subtask G1 – Transportation Solutions

The plan will include transportation solutions that are crafted to meet the short-, mid-, and long- term needs of the corridor and its constituents. Visualization products will be included as appropriate to best communicate the intent of each solution, including plan view renderings, typical cross sections, microsimulation results, and concept designs. Any associated changes to policy documents, or other plans will be identified to reflect the proposed solutions.

# APPENDIX A

## Subtask G2 – Cost Benefit Analysis

For the recommended improvements, the Consultant will develop preliminary construction cost estimates based on current NCDOT bid averages including adjustments for construction cost escalation. The selected solutions will include tables describing the impact on environmental features and property impacts.

## Subtask G3 – Land Use Vision

The Consultant will demonstrate how changes to the corridor could emerge because of the transportation investments; this will integrate the transportation and land use plans. While we cannot foresee exactly what developments will emerge, we can set the stage for quality placemaking, TOD and walking environments that will enrich the experience of and functionality of the corridor. The land use plan will include recommended land use, development and place making policies that can be used to guide physical change and ensure transportation improvements are made concurrent with the demand for them that is created by development in the corridor.

## Subtask G4 – Environmental and Community Resources and Agency Engagement

A summary of the potentially affected environmental and community resources as well as pertinent agency input associated with each of the proposed transportation solutions will be included in the Implementation plan. Early identification of potentially affected resources, particularly red and yellow flag issues, is important to streamlining the environmental review process in subsequent phases of project planning and development. Doing so will allow more flexibility in adjusting project definitions and addressing issues that may have long leads times in the resolution process. Similarly, early engagement of environmental resource agencies allows for the development of appropriate agency coordination plans in subsequent phases of project planning and development.

## Subtask G5 – Prioritization and Funding

Using the performance measures as a base, the Consultant will create a prioritization plan for the corridor. This will include implementation of solutions and how they are proposed to be funded. This will include potential local, regional and state funding including submitting solutions for SPOT approval. The goal is to submit solutions for the projects that implementable and reasonably valued.

## Subtask G6 – Final Report

The final report will be developed using ESRI StoryMaps. This format will be useful to allow for viewing via the project website, mobile device, or hard copy. This format can be translated easily into PDF to be used as necessary by CAMPO.

### *Task G Deliverables:*

- Final study deliverables, white papers, and graphics describing the transportation and land use vision for the project that will include a prioritized list of short-, mid-, and long-term improvements between the existing year and 2045, along with policy recommendations and an implementation and phasing plan for transforming that vision into reality (the Client will be responsible for any revisions to the 3D visualizations and massing diagrams developed in this Task). The project materials will clearly describe the steps needed to implement recommended

# APPENDIX A

strategies, the timeframe(s) in which each step occurs, responsible agency, estimated costs, and potential resources.

- Hard and digital copies of final study deliverables

**ATTACHMENT B**

**Additional Federal Requirements**

## City of Raleigh (COR) 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 result, firms awarded federally funded contracts by City of Raleigh 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 any resulting contract.

### **Definition**

**Firm** means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar 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 sub-consultants 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 sub-consultants 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.

### ***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

## City of Raleigh (COR) Federal Requirements

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

All suppliers, contractors, subcontractors, consultants, and sub-consultants 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 sub-consultants 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 sub-consultants must comply with the with the Copeland “Anti-Kickback” 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 sub-consultants 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 sub-consultants 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 sub-consultants 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 sub-consultants 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

## City of Raleigh (COR) Federal Requirements

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-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.*

### **Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)**

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.

### **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 sub-consultants 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.

### ***Rehabilitation Act of 1973***

All suppliers, contractors, subcontractors, consultants, and sub-consultants 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 government-wide 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 sub-consultants 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**

The City of Raleigh 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 City 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 City of Raleigh, 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.



## Standard Title VI Assurances

The North Carolina Capital Area MPO (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the NC Department of Transportation it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal-Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (b) and 21.23 (e) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-Aid Highway Program and, in adapted form in all proposals for negotiated agreements:

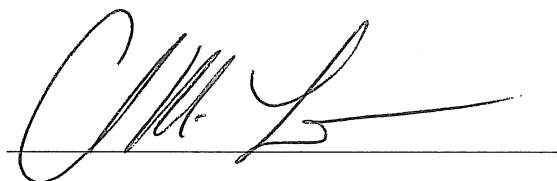
The NC Capital Area MPO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal-Aid Highway program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed this 16<sup>th</sup> day of NOVEMBER, 20 16.

A handwritten signature in black ink, appearing to read 'C. Lukasina', written over a horizontal line.

Chris Lukasina, Executive Director, NC Capital Area MPO

## **PERTINENT NONDISCRIMINATION AUTHORITIES (APPENDIX E)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).