

1480 Harbour Drive Wilmington, NC 28401-7776

EXECUTIVE COMMITTEE MEETING

Monday, February 14, 2022 • 11:00 A.M.

AGENDA

- 1. Call to Order, Welcome & Roll Call
- 2. Invocation & Pledge
- 3. Approval of Agenda ***
- 4. Approval Minutes ***
 - a. December 13, 2021
- 5. Finance Reports
 - a. Budget Report through December 31, 2021 ***
 - b. Budget Ordinance Amendment ***
 - c. Update to Position Classification and Pay Plan ***
- 6. Resolution updating Executive Director contracting authority ***
 - a. Contract for professional services for NC 210/East Coast Greenway Feasibility Study ***
- 7. Filling vacant Executive Committee seat ***
- 8. 2022 Executive Committee Nominations ***
- 9. 2022 Annual Meeting agenda ***
- 10. Staff Reports
 - a. Executive Director
 - i. Contracts Summary
 - b. Area Agency on Aging
 - c. Homeless Continuum of Care
 - d. Local Government Services
 - e. Workforce Development
- 11. Chairman & Member Comments
- 12. Adjourn

Next Meeting: Annual General Membership meeting – Thursday, March 31, 2022 at 6:30PM at Brunswick Senior Resource Center, 101 Stone Chimney Rd., SE, Supply, NC



EXECUTIVE COMMITTEE MEETING

December 13, 2021, • 11:00 AM MINUTES

Executive Committee Present:

Teresa Batts* George Brown Walt Eccard* Mike Forte

Lamont Grate* (12:20) Julia Olson-Boseman* Brent Watts*

Executive Committee Absent:

Jan Dawson Charlie Rivenbark

Other General Membership Delegates Present:

Garry Keaton* Jean Toner*

CFCOG Staff Present:

Ginger Brick* Judy Herring* Holly Pilson* Wes MacLeod Sam Shore

Allen Serkin Dawn Tucker

Guest Present: Robbie Bittner

This meeting was a remote meeting held during a declared emergency pursuant to N.C.G.S. §166A-19.24. Members and others who participated by simultaneous communication are indicated with an asterisk (*).

Call to Order, Welcome and Roll Call

Mr. Forte called the meeting to order & welcomed everyone at 11:04 AM.

Mr. Serkin did roll call to confirm quorum. Present: Ms. Batts, Mr. Brown, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.

2. Approval of Agenda

Mr. Forte asked for approval of the agenda. Motion by Mr. Brown, second by Ms. Batts, to approve the agenda carried unanimously by roll call vote. Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.

3. Approval of Minutes

Mr. Forte asked if there were any corrections to the minutes. There were no changes. Motion by Mr. Brown, second by Ms. Batts, to approve the October 11, 2021, minutes as presented. The motion carried unanimously by roll call vote. Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.

4. Invocation and Pledge

Mr. Brown gave the invocation and led the Pledge of Allegiance.

5. Audit Report: Robbie Bittner, PBMares/RSM

Mr. Bittner presented the audit report to Executive Committee. There were no questions from the board. Motion by Mr. Brown seconded by Mr. Eccard, to except the audit report carried unanimously by roll call vote. *Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.*

6. Finance Report

Ms. Tucker presented the budget report through October 31, 2021. There were no questions. Motion by Mr. Forte, second by Mr. Brown, to approve the budget report carried unanimously by roll call vote. *Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.*

Ms. Tucker presented the budget ordinance amendment #3. There were no questions. Motion by Mr. Eccard, second by Ms. Batts, to approve budget ordinance amendment #3 carried unanimously by roll call vote *Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.*

Ms. Tucker and Mr. Serkin presented the position classification and pay plan. Mr. Serkin addressed questions from the Executive Committee. Motion by Mr. Brown, seconded by Ms. Batts, to approve the position classification and pay plan carried unanimously by roll call vote. Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.

7. 2022 Meeting Schedule

Mr. Serkin presented proposed 2022 Executive Committee meeting schedule. After discussion a motion by Mr. Forte, second by Mr. Grate to approve the following dates & times were proposed for the 2022 Executive Committee meeting schedule:

Monday, February 14, 2022, 11:00AM – Executive Committee meeting (same date as NACo Legislative Conference in Washington, DC, may need to schedule a Special Meeting if quorum is not going to be met)
Thursday, March 31, 2022, 6:30PM – General Membership meeting at 101 Stone Chimney Supply NC

Monday, May 9, 2022, 11:00AM – Executive Committee meeting

Monday, June 13, 2022, 11:00AM – Executive Committee meeting - Public Hearing Budget

Monday, August 8, 2022, 11:00AM – Executive Committee meeting

Monday, October 10, 2022, 11:00AM - Executive Committee meeting

Monday, December 12, 2022, 11:00AM – Executive Committee meeting

Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Grate & Mr. Rivenbark.

8. 2022 Executive Committee Nominating Committee discussion

Mr. Serkin described the structure of the Cape Fear Council of Governments Executive Committee. Mr. Eccard notified the Executive Committee that he will no longer be the COG delegate for Shallotte. Mr. Forte recommended to form a nominating subcommittee to nominate Executive Committee members for the following year, including a replacement Brunswick County municipal representative. The subcommittee is comprised of Mr. Forte, Mr. Rivenbark & Ms. Olson-Boseman. The subcommittee will present their nominations at the February meeting.

9. Staff Report

Mr. Serkin presented the contract summary and administrative report. Mr. Serkin addressed questions from the Executive Committee.

Ms. Pilson presented the Area Agency on Aging report. Ms. Pilson addressed questions from the Executive Committee.

Mr. Herring presented the Continuum of Care report. Ms. Herring addressed questions from the Executive Committee.

Mr. MacLeod presented the Local Government Services report. There were no questions.

Mr. Grate joined the meeting at 12:20 PM.

Mr. Watts left the meeting at 12:20 PM.

Ms. Brick presented the Workforce Development report. Mr. Serkin updated the Executive Committee that the NC Works Commission is studying realignment of the Workforce Board areas. Ms. Brick and Mr. Serkin addressed questions. The Executive Committee requested the CFCOG staff and Mr. Forte to research and prepare a draft resolution in favor of keeping boundaries as they currently are to maintain local control of Workforce Consortium Board to be presented to the entire CFCOG board at the Annual meeting on March 31, 2022.

10. Forum Update

There was no Forum update.

11. Chairman, Member, and Delegate Comments

Mr. Forte thanked the Executive Committee members for their service to the CFCOG region. Mr. Eccard expressed his thanks to the CFCOG staff and board for their hard work to the region and expressed his gratitude for being entrusted to serve as an Executive Committee member.

12. Closed Session

Pursuant to NCGS 143-318.11(a)(6) the Executive Committee went into Closed Session to discuss a personnel matter.

Motion by Ms. Olson-Boseman, second by Mr. Forte, to leave closed session. The motion carried unanimously by roll call vote. *Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Mr. Grate, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Rivenbark & Mr. Watts.*

Once returned to open session a motion by Mr. Brown, second by Ms. Batts, to give Mr. Serkin a 2.5% merit increase effective immediately. The motion carried unanimously by roll call vote. *Ayes: Ms. Batts, Mr. Brown, Mr. Eccard, Mr. Forte, Mr. Grate, Ms. Olson-Boseman & Mr. Watts. Nays: None. Absent: Ms. Dawson, Mr. Rivenbark & Mr. Watts.*

13. Adjournment:

13. Adjournment.	
Mr. Forte reminded the Executive Committee that th	ne next meeting will be February 14, 2022, at 11:00 AM.
Meeting adjourned.	
Respectfully submitted,	
April D. Radford. Clerk to the Board	Mike Forte. Chairman



CAPE FEAR COUNCIL OF GOVERNMENTS

Cash Balance and

Budget/Expenditure Comparison

FY 2021-2022 (as of December 31, 2021) **UNAUDITED**

Cash Balance

Cash Balance in Bank North Carolina Cash Management Investments Total Cash on Hand

473,880 1,107,633 \$ 1,581,513

Budget & Actual Revenues

	Adjusted		Jul - Dec	Re	eserve	R	emaining	Percent
Departments	Budget	F	Revenues	Ва	alance		Budget	Received
Continuum of Care	\$ 529,608	\$	129,129	\$	-	\$	400,479	24%
Local Gov Services	\$ 699,412		171,339		-		528,072	24%
Area Agency on Aging	\$ 8,151,047		2,330,917	2,	,423,995		3,396,135	41%
Workforce Development	\$ 6,532,101		1,552,489	1,	,854,151		3,125,461	33%
General Fund	42,000		180,325				(138,325)	429%
Total Revenues	\$ 15,954,168	\$	4,364,200	\$ 4,	,278,146	\$	7,450,148	37%

Budget & Actual Expenditures

	Budget &	Actual Expend	aitures		
	Beginning	Jul - Dec	Reserve	Remaining	Percent
Departments	Budget	Expenditures	Balance	Budget	Expended
Continuum of Care	\$ 85,000	\$ 45,033		\$ 39,967	53%
COVID Motel Shelter Program	50,000	-		50,000	0%
NHC-Non-County Agency Funding	27,000	8,327		18,673	31%
ESG - CARES	135,108	6,364		128,744	5%
ESG - HMIS	164,458	55,966		108,492	34%
ESG - ADM	12,316	12,316		-	100%
HUD - PLANNING	55,727	21,535		34,192	39%
Continuum of Care	529,608	149,541		380,067	28%
Planning Services	354,128	104,393		249,735	29%
Rural Planning Org	235,969	62,689		173,280	27%
MOTSU Follow Up	35,380	5,174		30,206	15%
EDA Disaster Recovery	27,920	27,920		-	100%
EDA CARES	46,015	35,716		10,299	78%
Local Gov Services	699,412	235,892	-	463,520	34%
Aging Planning & Admin.	362,241	137,907		224,334	38%
Ombudsman & Elder Abuse	221,185	100,245		120,940	45%
Project Care	109,000	61,143		47,857	56%
Family Caregiver Support	140,113	57,272		82,842	41%
AAA Funds to Counties	4,006,935	1,125,697		2,881,238	28%
COVID-19 Vaccine Funds	4,000, <i>9</i> 33 87,047	1,125,097		2,881,238 87,047	0%
AAA CARES	522,676	112 165		79,211	85%
AAA SAA		443,465			
	277,854		2 422 005	277,854	0%
AAA ARP	2,423,996	1 025 727	2,423,995	2 801 224	0%
Area Agency on Aging	8,151,047	1,925,727	2,423,995	3,801,324	34%
WIOA - Admin	582,728	159,140	203,510	220,078	42%
WIOA - Adult	2,060,121	398,359	227,561	1,434,201	22%
WIOA - Dislocated Worker	1,252,079	292,641	160,681	798,757	27%
WIOA - IWTG	67,925	12,500	40,418	15,007	45%
WIOA - Youth	2,241,204	398,310	1,169,164	673,730	37%
WIOA-IFA	88,057	18,615		69,442	21%
WIOA-NDWG COVID	103,731	40,533	52,818	10,381	80%
WIOA-Finish Line Grant	136,256	5,812		130,445	4%
Workforce Development	6,532,102	1,325,910	1,854,151	3,352,041	28%
General Operations	42,000	793	_	41,207	2%
General Fund	42,000	793		41,207	2%
Total Expenditures	\$ 15,954,169	\$ 3,637,863	\$ 4,278,146	\$ 8,038,159	31%
Administration	446,737	122,905		323,832	28%
*Administrative costs are allocated t	o and included in th	ne department, pro	gram or project	oudgets.	



CAPE FEAR COUNCIL OF GOVERNMENTS FISCAL YEAR 2021-2022 BUDGET ORDINANCE AMENDMENT #4

WHEREAS, the Cape Fear Council of Governments (Council) is a regional council of governments organized pursuant to N.C.G.S. 160A-470 through 478;

WHEREAS, the Council is designated by the State of North Carolina as the Lead Regional Organization for Region O, serving Brunswick, Columbus, New Hanover, and Pender counties;

WHEREAS, the Executive Committee is the governing board of the Council;

WHEREAS, a regional council of governments is a public authority subject to N.C.G.S. 159, Article 3, the Local Government Budget and Fiscal Control Act; and

WHEREAS, N.C.G.S. 159-8(a) requires a public authority to operate under an annual balanced budget ordinance;

NOW, THEREFORE, BE IT ORDAINED by Executive Committee of the Cape Fear Council of Governments that the budget ordinance for the fiscal year beginning July 1, 2021 and ending June 30, 2022 is hereby amended as follows:

SECTION 1: The following General Fund appropriations and revenues are amended as follows:

	Original Budget	Prior Amended Budget	Amendment #4	Amended Budget
Expenditures by Department:				
Local Governments Services	\$585,377	\$ 699,412	1,318,750.00	\$ 2,018,162
Aging Services	5,137,196	8,151,047	224,873.00	8,375,920
Workforce Development	7,758,538	6,532,102		6,532,102
Homeless Continuum of Care	468,284	529,608	101,509.00	631,117
General Government	42,000	42,000		42,000
General Fund Total Expenditures	\$13,991,395	\$15,954,169	\$1,645,132	\$17,599,301
Revenues by Source:				
Federal	\$93,965	\$ 91,107		\$91,107
Fed/State Pass Thru	13,338,523	15,164,466	326,382.00	15,490,848
State	48,263	48,263		48,263
Member Assessment	42,000	42,000		42,000
Local Aging Share	60,377	60,611		60,611
Local RPO Share	80,018	80,018		80,018
Local COC Share	115,300	162,000		162,000
Fee-For-Service	200,704	305,704	1,318,750.00	1,624,454
Misc.		-		-
Fund Balance Utilization	12,245	_		
General Fund Total Revenues	\$13,991,395	\$15,954,169	\$1,645,132	\$17,599,301

SECTION 2 : The Budget Officer is hereby authorithe parts in Section 1 without the approval of the	
Adopted this 14th day of February 2022.	
Mike Forte, Chairman	April D. Radford, Clerk
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CAPE FEAR COUNCIL OF GOVERNMENTS

POSITION CLASSIFICATION AND PAY PLAN EFFECTIVE OCTOBER 1, 2021

CAPE FEAR COUNCIL OF GOVERNMENTS

Position Classification and Pay Plan Effective October 1, 2021

					Positi	ions Allo	cated				
					Perm Temp						
Grade	Position	Dept	Minimum	Maximum	FT	FT	PT				
5	CE Program Asst.	COC	16/hr	20/hr			0.75				
9	Workforce Dev. Program Asst.	WFD	\$ 37,180	\$ 59,437	1.00						
9	Aging Specialist	AAA	\$ 37,180	\$ 59,437	1.00						
9	Aging Program Coordinator	AAA	\$ 37,180	\$ 59,437	U	1.00					
9	Clerk to the Board	ADM	\$ 37,180	\$ 59,437	1.00						
9	HMIS Program Asst.	COC	\$ 37,180	\$ 59,437		1.00					
11	Family Caregiver Spec.	AAA	\$ 41,039	\$ 65,608	1.00						
11	Aging Compliance Specialist	AAA	\$ 41,039	\$ 65,608	1.00						
11	Ombudsman	AAA	\$ 41,039	\$ 65,608	2.00						
11	Project C.A.R.E Coordinator	AAA	\$ 41,039	\$ 65,608	1.00						
11	Fiscal Support Tech.	ADM	\$ 41,039	\$ 65,608	1.00						
11	Planner	LGS	\$ 41,039	\$ 65,608	1.00	1.00					
11	Project Manager	LGS	\$ 41,039	\$ 65,608		1.00					
11	Adult Program Mgr.	WFD	\$ 41,039	\$ 65,608	1.00						
11	Special Projects Mgr.	WFD	\$ 41,039	\$ 65,608	1.00						
11	Youth Program Mgr.	WFD	\$ 41,039	\$ 65,608	1.00						
15	COC Director	COC	\$ 50,002	\$ 79,963	1.00						
15	Business Engagement Mgr.	WFD	\$ 50,002	\$ 79,963	1.00						
15	Workforce Dev. Compliance Mgr.	WFD	\$ 50,002	\$ 79,963	1.00						
15	Management Specialist	LGS	\$ 50,002	\$ 79,963		1.00					
18	Workforce Dev. Assistant Director	WFD	\$ 57,988	\$ 92,702	1.00						
20	Regional Planner	LGS	\$ 64,007	\$ 102,325	1.00						
22	AAA Director	AAA	\$ 70,652	\$ 112,948	1.00						
22	Local Gov. Svcs. Director	LGS	\$ 70,652	\$ 112,948	1.00						
22	Workforce Dev. Director	WFD	\$ 70,652	\$ 112,948	1.00						
23	Finance Director	ADM	\$ 74,229	\$ 118,666	1.00						
28	Executive Director	ADM	\$ 95,019	\$ 151,903	1.00						
NA	Accountant	ADM	-	90/hr			0.35				
NA	LGS Interns	LGS	10/hr	20/hr			0.15				
	TOTAL ALLOCATED	POSIT	IONS		23.00	5.00	1.25				

Adopted this	day of	20	
BY:		ATTEST:	
Mike Forte, Chair		April Radford, Clerk	

CAPE FEAR COUNCIL OF GOVERNMENTS SALARY SCHEDULE - EFFECTIVE October 1, 2021

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CAPE FEAR COUNCIL OF GOVERNMENTS RESOLUTION AMENDING CONTRACTING AUTHORITY OF THE EXECUTIVE DIRECTOR

WHEREAS the Cape Fear Council of Governments (Council) is a regional council of governments organized pursuant to N.C.G.S. sections 160A-470 through 478;

WHEREAS the Council is designated by the State of North Carolina as the Lead Regional Organization for Region O, serving Brunswick, Columbus, New Hanover, and Pender counties;

WHEREAS the Executive Committee is the governing board of the Council;

WHEREAS the Executive Committee is responsible for appointing the Executive Director, who shall serve as the Chief Administrative Officer of the Council; and

WHEREAS the Executive Committee desires to amend the contracting authority it has granted to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED that Executive Committee of the Cape Fear Council of Governments hereby authorizes the Executive Director to approve and execute contracts on behalf of the Council in any of the following circumstances:

- 1. Where the contract includes a provision that allows the Council to terminate the contract for convenience without penalty.
- 2. Where the contract includes a provision that allows the Council to terminate the contract without penalty if adequate funds are not appropriated or available for the contract purpose ("funding availability clause")
- 3. Where the contract includes a provision stating that payments will not be made by the Council prior to the Council receiving reimbursement by the funding agency ("prior reimbursement clause").
- 4. Where the Council is the recipient of the contracted funds, including contracts for services with member jurisdictions and contracts with granting agencies, except where matching funds are required and are to be provided from fund balance;
- 5. Where the contract is a subcontract for a project for which the Council is the recipient of sufficient revenues to fund the subcontract and where the contract contains a funding availability clause or a prior reimbursement clause;
- 6. Where the dollar value of the contract is less than \$50,000.

Adopted this 14th day of February 2022	2.	
BY:	ATTEST:	
Mike Forte, Chairman	April Radford, Clerk	



Cape Fear Council of Governments

PROFESSIONAL SERVICES AGREEMENT

NC 210/East Coast Greenway Feasibility Study

THIS AGREEMENT, made and entered into this day of
by and between the CAPE FEAR COUNCIL OF GOVERNMENTS (hereinafter called the
"CFCOG") and MCADAMS (hereinafter called the "CONSULTANT" or "Prime Consultant"),
whose primary offices are located at 2905 Meridian Parkway, Durham, NC 27713.

IN CONSIDERATION OF the mutual benefits and obligations for services set forth in this AGREEMENT, the receipt and sufficiency of which consideration is hereby acknowledged, the CONSULTANT and the CFCOG agree as follows:

ARTICLE I - SCOPE OF WORK

I.A. Description of Work Required

The CONSULTANT agrees to perform the professional services set forth in ATTACHMENT A.

I.B. <u>Subconsultant Utilization</u>

The CONSULTANT shall only utilize subconsultants and/or subfirm(s) that are prequalified by the North Carolina Department of Transportation (hereinafter called the "NCDOT") to perform the specified professional or specialized services needed.

The CONSULTANT shall utilize the subconsultant(s) and/or subfirm(s) as proposed in the CONSULTANT'S Statement of Qualifications (SOQ) to the CFCOG regarding the requested services. The CONSULTANT shall indicate the proposed utilization (CONSULTANT name and percentage) for both the Prime Consultant and any/all subconsultant(s) firms in the SOQ on the appropriate FORM RS-2(s), as included in ATTACHMENT C.

The CONSULTANT shall insure that any/all subconsultant(s) or subfirm(s) shall comply with the terms and conditions set forth in this AGREEMENT.

I.C. <u>Subcontracts</u>

- I.C.1. The CONSULTANT and/or subconsultant will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the CFCOG.
- I.C.2. The CONSULTANT will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.

- I.C.3. The CONSULTANT will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.C.4. The CONSULTANT shall notify all subconsultants under this contract of ALL new work assignments made by the CFCOG to the CONSULTANT regardless of any particular subconsultant's engagement level under a particular task order. This notification information may be requested by the CFCOG in the form of a report.

I.D. Work Standards

The CONSULTANT will perform the studies, prepare documents and reports, and develop plans in accordance with all applicable State and Federal regulations and safety guidelines.

I.E. <u>Deliverables</u>

The CONSULTANT will submit to the CFCOG the work products outlined in the detailed scope of work set forth in ATTACHMENT A.

I.F. <u>Guidelines</u>

All work under this contract shall be in accordance with the scope of work set forth in ATTACHMENT A.

I.G. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the CONSULTANT to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (Current Edition), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

ARTICLE II - DATA AND SERVICES TO BE PROVIDED BY THE CFCOG

II.A. Data and Services

- II.A.1. The staff person assigned the proposed project shall serve as the CFCOG's Project Manager for this AGREEMENT.
- II.A.2. The CFCOG shall provide all available data and information, as applicable to the scope of work set forth in ATTACHMENT A, which may be released and that would assist the CONSULTANT in the accomplishment of the work.

ARTICLE III - TIME OF BEGINNING AND COMPLETION

III.A. Work will begin immediately following execution of this AGREEMENT. The work will be completed according to a written schedule mutually agreed upon by the CFCOG and the CONSULTANT. The CONSULTANT will be responsible for implementing and monitoring the schedule.

This Agreement will expire 7 months OR June 30th, 2022, whichever comes first from the Date of Execution or after the not-to-exceed amount has been depleted, whichever comes first.

This Agreement may be extended for up to two months, if mutually agreed upon by the CFCOG and the CONSULTANT.

III.B. Written approval from the NCDOT Professional Services Management Unit, or the contracting Business Unit, of the CONSULTANT scope of work and cost estimate for each individual task assigned to the CONSULTANT or execution of this contract, whichever occurs last, shall be considered the Notice-to-Proceed. If additional tasks beyond the agreed-upon scope of work for the individual project are required to complete the assignment then a new written amended scope of work will be developed for the additional services. The CONSULTANT shall notify the CFCOG's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. All changes related to scope of work will be approved by the CFCOG only after written authorization from the NCDOT Professional Services Management Unit or the contracting Business Unit. The CONSULTANT must never under any circumstance exceed the approved cost estimate without prior written authorization from the Professional Services Management Unit, or the contracting Business Unit.

ARTICLE IV - COMPENSATION AND PAYMENTS

IV.A. <u>Fees and Costs</u>

As compensation for the professional services outlined in ARTICLE I and ATTACHMENT A, the maximum fee amount for the services covered under this AGREEMENT shall not exceed \$99,930.09 (ninety-nine thousand, nine-hundred thirty dollars and nine cents). The professional services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. Direct salary costs from Attachment B shall be used to compute the lump sum amount for assignments assigned during the first year of the contract. The CONSULTANT shall always use their current overhead and cost of capital rates once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead and cost of capital rates. The CONSULTANT will also be paid for other direct non-salary reimbursement costs as established in the NCDOT Field Fiscal Procedures Manual and in Attachment B of this AGREEMENT.

Overhead

Overhead rates for actual cost agreements are not provisional and there will be no reconciliation to true up actual period costs. Once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead rate, then the CONSULTANT should at that time begin billing the updated rate. Please refer to NCDOT Audit Requirements at the following site: https://connect.ncdot.gov/business/consultants/Roadway/NCDOT%20Audit%20 Requirements%20-%20Updated.pdf

Non-Salary Direct Costs

Non-salary direct costs from the web site https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx shall be used. These are subject to change during the life of the AGREEMENT. Other non-salary direct costs will be reimbursed by copy of invoices, receipts, leases (field office), bills or established rates (truck, etc.).

IV.B. Progress Report/Project Schedule

The CONSULTANT shall prepare a written monthly progress report to the CFCOG's Project Manager during work which is in progress under this AGREEMENT. The progress report shall discuss accomplishments to date, provide percent of tasks completed, provide current and updated projects schedules, and identify outstanding issues or problems. Subsequent to the preparation of each progress report, the CONSULTANT may be requested to meet with the CFCOG to discuss project progress. The progress report and an updated project schedule will be submitted to the CFCOG's Project Manager.

The CONSULTANT shall, with each month's Progress Report/Invoice indicate in the form of a report, the cumulative total of all payments to subconsultants under this contract, regardless of any particular subconsultant's engagement level under a particular task order.

IV.C. Payment and Retainage

Payment will be made to the CONSULTANT on a monthly basis upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task, and appropriate supporting documentation. Additionally, in order to expedite the CFCOG with seeking reimbursement from NCDOT, each monthly invoice shall include a completed NCDOT invoice form from the CFCOG as a Microsoft Excel document and shall include a DBE-IS form. The NCDOT invoice can be found at

https://connect.ncdot.gov/business/consultants/Roadway/Invoice Form.xls.

The CONSULTANT shall pay subconsultants for work performed within seven (7) days after CONSULTANT receives payment from the CFCOG for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven (7) day

requirement may cause the CFCOG to withhold payments to the CONSULTANT and the CFCOG may suspend work until all subconsultants are paid.

It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates received. The CFCOG may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the CFCOG's Project Manager with an accounting of said payments. This accounting shall be furnished to the CFCOG's Project Manager for any given month by the end of the following month. Failure to submit this information accordingly may result in withholding of money due in the next partial pay estimate. The accounting shall list the following for each payment made to a Subconsultant(s) and/or Subfirm(s) on NCDOT's Subconsultant Payment Information Form:

- DOT Project Number
- Payer CONSULTANT Name and Federal Taxpayer ID
- Receiving Subconsultant or Material Supplier and Federal Taxpayer ID
- · Amount of Payment
- Date of Payment

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from

https://connect.ncdot.gov/municipalities/Funding/Documents/DBE-IS.xls.

IV.D. <u>Inflation Adjustment</u>

The salary rates contained in Attachment B may be updated <u>one year from the execution date</u> of this AGREEMENT in accordance with the CONSULTANT'S corporate policies and upon submission of an amended payroll register. Additional updates, persons and personnel categories can be added to the payroll register, as needed, during the duration of the agreement, upon mutual agreement of both parties.

IV.E. Supplemental Agreement(s)

It is the CONSULTANT's responsibility to deliver the scope of work set forth in ATTACHMENT A for no more than the maximum fee set forth in Section IV.A.

Supplemental agreements for additional funds will not be allowed under this contract for cost overruns.

IV.F. <u>Maintenance of Information and Reports</u>

IV.F.1. NCDOT Information

- IV.F.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.
- IV.F.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- IV.F.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

IV.F.2. <u>Availability of Information</u>

- IV.F.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the NCDOT. CFCOG. the Federal Highway Administration or any other authorized representative of the CFCOG, NCDOT, or Federal Highway Administration. Copies thereof will be furnished to the CFCOG, NCDOT, and/or Federal Highway Administration if requested. CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.
- IV.F.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information

pertaining to cost, and further to require that said subconsultants make these materials available to the CFCOG, NCDOT, and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date payment. and to require subconsultants to furnish copies of documents to the CFCOG, NCDOT, and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the CFCOG, NCDOT, or the Federal Highway Administration.

IV.F.2.c.

The CONSULTANT shall notify the CFCOG in writing of significant changes within CONSULTANT'S firm (e.g., change of name, address. telephone number, project-related This responsibility personnel changes, etc.). includes ensuring the **CONSULTANT'S** registration qualification paperwork and information is current in the NCDOT's files.

<u>ARTICLE V - MISCELLANEOUS PROVISIONS</u>

V.A. <u>Conferences, Visits to Sites, Inspection of Work</u>

The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the CFCOG or the CONSULTANT. All conferences held will be in the vicinity of the Project.

V.B. CONSULTANT'S Responsibility

The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the CFCOG and NCDOT and shall be fully liable for any additional costs and all claims against the CFCOG or NCDOT which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT, including but not limited to any and all costs and damages for defending actions or claims under the National Environmental Policy Act (NEPA) or the North Carolina Environmental Policy Act of 1971.

The CONSULTANT shall defend, indemnify and hold harmless the CFCOG, its members, officers, and employees, and the officers and employees of the NCDOT, from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in

connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CFCOG, NCDOT, or their employees. The CONSULTANT's liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2. PROFESSIONAL LIABILITY INSURANCE.

The CONSULTANT shall indemnify and hold harmless the CFCOG and NCDOT from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CFCOG or NCDOT or their employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the CFCOG's Project Manager in writing with a description and justification for the claim of extra work. The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the CONSULANT will contact the CFCOG's Project Manager with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and CFCOG's Project Manager will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of work and estimate will be prepared. The CONSULTANT shall not continue work until a written notice to proceed for the agreed upon services is given.

V.C. Relationship with Others

The CONSULTANT will cooperate fully with the CFCOG, NCDOT, municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the CFCOG. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the CFCOG. The CONSULTANT will also cooperate fully with the NCDOT and other agencies on adjacent projects.

- V.D. The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices.
- V.E. All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and the relevant parts of North Carolina Administrative Code and General Statutes.

V.F. ADDITIONAL PROVISIONS

V.F.1. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CFCOG shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT will provide to the CFCOG a valid and current Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this AGREEMENT, unless waived in writing by the contracting officer.

The CONSULTANT is required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for a self-insured CONSULTANT, stating that it has complied with N.C.G.S. § 97-93, irrespective of whether THE CONSULTANT HAS regularly in service fewer than three employees in the same business within the State of North Carolina, and EACH CONSULTANT shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the CONSULTANT.

V.F.3. DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the NCDOT.

V.F.4. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, documents, technical reports, charts, plans, specifications. photographic negatives, survey notes. computations, and maps and other data prepared or obtained under the terms of the contract shall be delivered to and become the property of the CFCOG without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CFCOG, such alteration or reuse shall be at the CFCOG's sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the CFCOG or NCDOT, if the CFCOG or NCDOT so elects.

V.F.5. CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved by the CFCOG prior to doing the work.

V.F.6. <u>DELAYS AND EXTENSIONS</u>

Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.F.7. <u>TERMINATION OR ABANDONMENT</u>

Should the CFCOG for any reason whatsoever decide to cancel or to terminate the use of the CONSULTANT'S services, it will furnish thirty (30) days written notice thereof to the CONSULTANT who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the CFCOG, and will turn over to the CFCOG all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments

which have been made and also pursuant to an accounting by the CFCOG and upon approval of the Project Manager.

V.F.8. DISPUTES

In any dispute concerning a question or fact in connection with the work on this AGREEMENT or compensation thereof, including the determination of equitable compensation provided for in paragraph V.F.7 above, the decision of the Executive Director of the CFCOG in the matter shall be final and conclusive for both parties.

V.F.9. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other state, possession or territory of the United States.

2. <u>Employment Practices</u>

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the NCDOT setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the NCDOT, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-

assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.

g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

Title VI and Nondiscrimination

Purpose

The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

- a. NCDOT/Cape Fear Rural Transportation Planning Organization (RPO) Title VI Assurance (1050.2A, Appendix A & E)
 - i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) Solicitations for Subcontractors. Including Procurements of Materials and **Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative Nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract

sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract. including procurements materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- ii. 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).
- b. NCDOT/Cape Fear RPO Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT or its subrecipients must also comply with Title VI and related authorities, therefore:

i. During the performance of this contract or agreement, contractors (e.g., subcontractors,

consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (USDOJ Title VI Legal Manual, VI(F))

- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7))
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

4. <u>Incorporation of Provisions</u>:

The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the CFCOG may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the CFCOG to enter into such litigation to protect the interests of the CFCOG, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the CFCOG, State of North Carolina, and United States in writing of such potential or actual litigation. However, the CFCOG, State of North Carolina, and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorney's fees and costs, incurred by the CFCOG, State of North Carolina, and United States defending such litigation.

5. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will report violations to the grantor agency and to the U.S. Environmental Protection Agency, U.S. Assistant Administrator for Enforcement.

V.F.10. <u>DISADVANTAGED BUSINESS ENTERPRISE</u>

(a) Policy

It is the policy of the North Carolina Department of Transportation that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with *Title VI*, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CFCOG or NCDOT deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Project Manager with an accounting of said payments. This accounting shall be furnished to the Project Manager for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

V.F.11. SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The North Carolina Department of Transportation is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source. Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's SOQ, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the CFCOG's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the Department encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization

If a Firm is determined to be an eligible SPSF Firm and certified by the Department, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12. SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the CFCOG, except that the CONSULTANT may, with prior notification of such action to the CFCOG, sublet property searches and related services without further approval of the CFCOG.

V.F.13. CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT will sign and professional seal all environmental documents, reports, surveys, computations, maps, plans, specifications, estimates, and engineering data furnished by it.

V.F.14. CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the CFCOG and in accordance with the established customs, practices, and procedures of the NCDOT and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the CFCOG is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15. APPROVAL OF PERSONNEL

The CFCOG shall have the right to approve or reject the CONSULTANT's or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the CFCOG. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16. GIFTS AND FAVORS

By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

V.F.17. CONFLICT OF INTEREST

The CONSULTANT does hereby certify that they have not entered into and, during the lifetime of the AGREEMENT, will not enter into any agreement with a third-party affording the CONSULTANT, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this AGREEMENT.

Pursuant to N.C.G.S. § 133-1, the CONSULTANT will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the CONSULTANT will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The CONSULTANT does hereby certify that it does not have any potential conflict of interest with any entity involved with the

project. Any potential conflict of interest shall be disclosed immediately to the CFCOG.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized:

CAPE FEAR COUNCIL OF GOVERNMENTS

BY:	ATTEST:
Allen Serkin, Executive Director	April Radford, Clerk
This instrument has been preaudited in the and Fiscal Control Act.	he manner required by the Local Government Budget
Dawn Tucker, Finance Officer	
MCADAMS	
BY:	ATTEST:
Signature	Signature
Print signer's name	Print signer's name
Print signer's title	Print signer's title

EXHIBIT A

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Instructions for Certification

- 1. By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction,", "debarred,", "suspended," "ineligible," "lower tier covered transaction," "participant,", "person," "primary covered transaction," "principal," "agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this agreement is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



ATTACHMENT A

PROJECT UNDERSTANDING:

The proposed NC-210 corridor is a 16.2-mile corridor in Pender County connecting existing park trails in the Holly Shelter Game Land and North Topsail Beach. The proposed corridor parallels NC-210 and US-17 from Country Club Drive (SR 1565) and Sloop Point Loop Road/Sloop Point Rd (SR-1561), north east of Hampstead community, to US-17, to NC-210 to Surf City, across the intercoastal waterway and north along the island to Nelva R. Albury Recreation Area. The NC-210 corridor is a critical missing link in the regional greenway network and is the proposed corridor for gap segments of the Mountains to Sea Trail and the East Coast Greenway.

The Mountains to Sea State Trail (MST) is North Carolina's flagship state trail. It stretches from Clingmans Dome on the Tennessee border to Jockeys Ridge State Park on the coast. The route of the MST segment 15, from Burgaw up to Stella through Surf City, North Topsail Beach, Sneads Ferry, and Jacksonville, is over 41% off road. This corridor will help to bring even more off road trails to the system.

Additionally, this segment is co-located with the East Coast Greenway (ECG) and will provide an off-road link for this national effort. The East Coast Greenway is a 3,000-mile walking and biking route from Maine to Florida that connects major cities, small towns, and parklands along the Eastern Seaboard. In North Carolina, the ECG route passes through the cities of Durham, Raleigh, Fayetteville and Wilmington and primarily follows the Neuse River and Cape Fear River corridors across the state. The ECG is currently 32% complete. The proposed trail extension along the NC-210 corridor aims to expand the connected greenway network in the region, connecting from Calabash to South Mills in the state of North Carolina.

The project will include:

- Committee, stakeholder and public engagement, including the development of a strategic engagement plan
 to coordinate with landowners, hosting Steering Committee meetings, stakeholder meetings and public
 meetings at regular intervals throughout the planning process, and coordinating with project partners: Cape
 Fear COG, NCDOT, RPO and local government staff.
- Existing conditions analysis, including extensive GIS analysis with base mapping, parcel-by-parcel analysis, and examination of environmental features and topography.
- Alternative trail route scenarios with the identification of landowner and acquisition challenges, road and stream crossings, and environmental and permitting constraints.
- Preferred route development, including the development of acquisition strategies, planning-level cost estimates, and project phasing.
- Development of a final plan document with implementation action steps and funding resources.

Assumptions:

This proposal is based on the following assumptions:



- > This proposal is for trails and greenways feasibility planning only and does not include detailed design or engineering. Other services offered by McAdams including but not limited to preparation of site-specific Civil Engineering and Landscape Architecture services are not included.
- > Architectural improvements, construction and permit documents are not included in this agreement.
- > McAdams may work in collaboration with a team of sub consultants, including Ramey Kemp Associates, during the preparation of the study.
- > McAdams will work closely with the Cape Fear Council of Governments (CFRPO, Pender County) staff and other municipalities to complete the study. McAdams will be provided information from these resources as necessary to complete the study.
- > Any additional consultants or services beyond those specifically indicated within the proposal, will be additional.
- > Project will be completed +/-9 months from notice to proceed as detailed below

Task 1 Study Considerations + Alternative Development

1.1 Site Visits

- > The McAdams Team will conduct site tours with staff to inventory and observe conditions as a basis for planning. The NC-210 corridor will be ground evaluated. The following areas are anticipated to be of particular interest:
 - o Interaction with the Holly Shelter Game Land
 - Connection to Hampstead Kiwanis Park
 - An alternative to cross Virginia Creek and avoid US-17
 - Crossings of streams
 - Routing along US-17
 - Connection to Cape Fear Community College
 - Routing along NC-210 and NC-50 over the intercoastal waterway on the roadway bridge
 - o Routing along existing and planned private residential developments
 - Existing conditions in relationship to NCDOT projects
 - Location of utilities
 - Location of drainage features
 - Throughout these site visits, we will document conditions via digital photography and field notes.
 Inventory information, such as number of elements along existing trails and greenways will be verified by CFCOG staff.

1.2 Planning Level Considerations

- > The following planning considerations will be analyzed by our team and included in the study:
 - Demographics (population density, population change, households with children, median household income, households below the poverty level, households with zero vehicles, workers that walk/bike to work, etc.)
 - Existing and future land uses
 - o Major employers and primary commuter routes



Desired destinations and other points of interest

1.3 Natural Environment Considerations

- > The McAdams Team will analyze critical natural environment considerations and present clear information to interested stakeholders. Specifically, this task will include gathering and coordination of information and data from various local and state agencies including:
 - Aerial photographs
 - o GIS data (with topography, streams, flood plain, and other information)
 - Threatened and Endangered Species
 - Wetlands
 - Stream corridors
 - Hydrology
 - Topography
 - Conservation areas
 - Natural resources inventories

1.4 Human Environment Considerations

- > The McAdams Team will analyze critical human environment considerations and present clear information to interested stakeholders. Specifically, this task will include gathering and coordination of information and data from various local and state agencies including:
 - GIS data (with parcel lines, rights-of-way, roadway characteristics, utilities, easements, and other information)
 - Relevant GIS layers from previous planning efforts
 - Land Use and Zoning
 - Cultural, Historic and Archeological Resource inventories
 - Property ownership / tax map data
 - Local and regional trail connections
 - Street, on-road bicycle and pedestrian facilities connections
 - Points and places of interest.
- > Our team will synthesize data from each member of the NC-210 Steering Committee on planned projects and improvements. We will also work with the planning staff from each jurisdiction to gather information on private development projects along the corridor. Planned bicycle and pedestrian, trail and roadway projects will be documented for all jurisdictions. A review of relevant local and state policies that may impact or shape the project will also be completed. The product of this phase will be an integrated base map that captures a complete picture of all planned projects along the corridor. This mapping effort will be supported with detailed information on each project to understand schedules and key coordination milestones. The Steering Committee will review and verify the accuracy of the base planning map.
- > The McAdams Team will identify pertinent permitting agencies and other entities for coordination and summarize anticipated permitting and coordination requirements for the NC-210 corridor.



1.5 Alternatives Development

- An accurate, comprehensive digital base map for the study will be essential to analyze critical information, develop and analyze alignments and connections, and present clear information to interested stakeholders. This task will include compiling the data collected in the tasks outlined above.
- > Relying on both the data collected and a review of existing GIS data, the McAdams Team will conduct a connectivity analysis and accessibility assessment for the NC-210 ECG Study. Both the connectivity analysis and accessibility assessment will combine the use of existing data, fieldwork, and applicable input from the public participation to deliver a result that balances objective and subjective criteria. The analyses will be used to identify:
 - Critical crossings
 - Connections to other bicycle and pedestrian facilities
 - Connections to destinations and points of interest
 - Existing barriers to accessibility
 - Gaps between the proposed NC-210 corridor and existing or planned bicycle and pedestrian facilities
- > Based on the information gathered in tasks above, the McAdams Team will develop the preliminary routing alternatives. Additionally, typical shared-use path cross sections, typical intersection treatments, and other details shall be identified.
- > The McAdams Team will summarize results of conceptual analysis performed on GIS data (hydraulic/flood modeling, traffic modeling, grading/corridor modeling, etc.)
- > Preliminary cost estimates will be developed to determine feasibility of preliminary routing alternatives.

Deliverables:

- > Site Visits (4)
- > NC-210 ECG base map
- > Preliminary Route Alternatives mapping
- > Previous plans review
- > Policy review

Task 2 - Community + Stakeholder Involvement

2.1 Private Landowner Engagement

Private Landowner Engagement will be a major component of the NC-210 ECG Study. In coordination with Cape Fear COG and NCDOT, McAdams will facilitate six larger landowner meetings and five smaller landowner meetings throughout the planning process. These meetings will focus on developing an understanding of landowner needs and support for the project and building relationships with willing landowners on corridor alignments, recommendations, and implementation strategies.

2.2 Public Meetings

- > The McAdams Team will facilitate two public outreach meetings to:
 - Introduce the project and gauge public support;



- Solicit and compile public comment;
- Fulfill requests for information;
- Develop an email contact list for interested parties;
- Share and refine critical issues, goals and objectives;
- o Discuss the Base Map regarding issues and opportunities.

2.3 NC-210 Steering Committee Meetings

- > The McAdams Team understands that seeking input from interested citizens, businesses, property owners and organizations is vital to the success of the NC-210 ECG Study. Meaningful public involvement allows the community to express concerns, contribute ideas, and gain a better understanding of the project as it relates to their community. In coordination with the Cape Fear RPO, the Steering Committee will be formed to guide the development of the project. The Steering Committee will be composed of municipalities along the NC-210 Corridor, NCDOT and other stakeholders as advised by the Cape Fear COG.
- McAdams will establish and facilitate effective multi-jurisdictional Steering Committee meetings that will meet four times during the life of the project. Given the heavy meeting schedule that many of these Stakeholders face, McAdams will take great care to make each meeting meaningful through clear communication, careful preparation and engaging agendas that move the project forward. The Steering Committee will be the main venue for conducting the analysis and work of the study. In addition to Steering Committee meetings will develop a list of key stakeholders along the corridor that require focused engagement.

2.4 Community Survey with Interactive Map Feature

> The McAdams Team will develop a community survey to guide the overall vision for the project. McAdams will also develop an online Concept Board to gather geographic-based input from the public. The survey will be deployed via a web-based platform, through Steering Committee member websites and mailing lists and via paper and tablets at the public meeting. The content of surveys and collected data will be developed and reviewed by the Steering Committee.

Deliverables:

- > Larger Landowner Meetings (6)
- > Smaller Landowner Meetings (5)
- > Public Meetings (2)
- > Steering Committee Meetings (4)
- > Stakeholder and Public Engagement Plan
- > Content + mapping for public meetings
- > Online + paper surveys
- > Public input documentation + summaries

Task 3 - Evaluation + Recommendations



3.1 Alternatives Analysis

- > The McAdams Team will develop criteria in coordination with the Steering Committee and community input to evaluate alternatives for alignment recommendations. Alignment recommendations will be based on best practices for shared-use paths given topography, floodplain impacts, road crossings, tributary stream crossings, major stream crossings, wetlands, adjacent land uses and overall user experience. Evaluation criteria will be developed with user experience, permitting, construction, maintenance, and cost in mind.
- > Corridor analysis shall be performed to determine opportunities and constraints regarding placement of the alignment. The McAdams Team will update the base map to include graphics and annotations to clearly highlight issues and opportunities related to the corridors. Key issues and opportunities to note will include:
 - Existing and potential connection
 - Potential improvements to adjacent infrastructure (roadway, intersections and interchanges)
 - Significant land uses and points of interest
 - Environmental conditions
 - Cultural, Historic & Archeological Resources
 - Parcels
 - Easements
 - Land division and ownership conditions
 - Alignment Challenges / Opportunities including:
 - Waterway crossings
 - Utility conflicts
 - At-grade road crossings
 - Observed wetlands
 - Natural areas to be avoided/included
 - Relationship to adjacent property uses
 - Relationship to NCDOT projects
 - With a robust base map in place, McAdams will analyze the entire corridor from US-17 at Country Club to the Nelva R. Albury Recreation Area. In coordination with the Steering Committee and community input, alternatives will be evaluated for further analysis. McAdams will facilitate the development of a weighted decision matrix with Cape Fear COG and the Steering Committee. Weights will be established that reflect the values and priorities of the Steering Committee and the public for the NC-210 ECG Corridor. This decision matrix will be used to evaluate each alternative across a range of issues, including safety, connections to destinations, separation from vehicles, directness, cost, constructability, property impacts, utility impacts and other items of importance to the community. McAdams will present alternative mapping, opportunities and constraints analysis and the decision matrix to the Steering Committee for alternative selection.

3.2 - Recommended Alternatives

> Based on available GIS and LIDAR data, McAdams engineers will develop a CAD model of the recommended alternatives along the NC-210 ECG Corridor. Feasibility analysis will define the typical section for the trail, at-



- grade and grade separated crossing conceptual layouts, conceptual structure type recommendations, conceptual grading limits and right of way requirements. Rough impacts to jurisdictional streams and wetlands and FEMA floodway/floodplain will be calculated.
- > The McAdams Team will prepare typical cross sections of the shared-use path illustrating the relationship between the components at various locations. NCDOT and AASHTO design requirements, along with any local building standards, functionality, and aesthetics will be the primary focus in generating cross sections. In addition, the Team will prepare a clear set of design standards that will be useful in future detailed design and engineering.
- > The McAdams Team will develop a series of recommended trail amenities and placemaking opportunities for Neuse River corridor. Typical details will include conceptual signage, landscaping, trail design, and relationships to sidewalks, paths, and street intersections. Also, identification of key open spaces along trail corridors and suggested program elements will be identified.
- Ramey Kemp will lead the development of intersection design features specific to the NC-210 ECG corridor that are suitable for implementation. Intersection designs will focus on user safety and comfort while including specific features that clearly indicate the design character of the trail itself. Design features in the intersection menu will increase the legibility of each intersection that is crossed. Along with wayfinding, the NC-210 ECG intersection design menu will reduce user conflicts and assist trail users through intuitive and uniform intersection treatments throughout the length of the corridor, no matter the complexity of the intersection crossing. This will involve data collection in areas with known challenges, assessment of barriers and accessibility, evaluation of current standards and policies, and a review of best practices for trail design and crossings.

Deliverables:

- > Opportunities and Constraints Analysis
- > Decision Matrix and Alternatives mapping
- > Typical Cross Sections
- > Typical Intersection Facilities

Task 4 - Implementation

4.1 Implementation Overview

> The implementation strategy will seek to extend the connections made through the Steering Committee into the execution phase of the project. With effective facilitation during the planning phase, this group will be a powerful tool in achieving the project's vision. Specific implementation recommendations will be made for: corridor routing, property / easement acquisition, developer partnerships, and transportation connections.

4.2 Phasing

> Based on all data collected and analyzed, along with the input gathered from the pubic, the alignment options will be refined to detail costs for acquisition, construction, maintenance, and operations. The overall



corridor will be broken into segments with logical begin and end points that are suitable in length and scope for individual projects.

4.3 Project Cut Sheets

- > The McAdams Team will prepare Alternative Cut Sheets for each option. Each cut sheet will include:
 - o Corridor map showing where the alternative segment is located
 - Detailed segment map, which identifies streams, roads and property ownership
 - General description of the alternative
 - Photos of key elements
 - Routing challenges and opportunities addressing
 - Topography
 - Stream crossings
 - Floodplain impacts
 - Observed wetlands
 - Road / driveway crossings
 - Relationship to NCDOT projects
 - Property Impacts
 - Number of parcels
 - Current Property ownership
 - Rough estimation of needed acreage
 - Notes of any issues or existing discussions with property owners
 - o Recommendations
 - Alignment will be noted on map
 - Rough bridge locations and lengths
 - Road crossings with appropriate crossing details (i.e. signalized, hi-vis crosswalks etc.)
 - Cost Estimates
 - Land acquisition costs based on available tax values
 - Engineering / Design costs a range based on construction costs will be provided. Notes for special issues that could impact a specific segment budget will be included.
 - Construction Costs Note: Instructions for properly estimating costs will be included.
 McAdams and staff will select a general construction year for all cutsheets. These costs can then be easily escalated by staff for any given construction year desired.
 - Note: the plan will include a section on maintenance costs that can be applied to any segment.
 - Special segment related notes

4.4 Organizational Framework for Implementation

> Based on the NC-210 ECG Study recommendations, the McAdams Team will prepare an Action Plan that outlines the recommended alignment and a 10-year implementation plan. The study will include the



recommendations that were identified by the Team during the planning process. Also, a strategies section of the plan will be included that identifies potential sources of funding, partnerships, land acquisition methods, and identifies additional study items to be completed during the design phases.

4.5 Funding Sources

- > The McAdams Team will identify potential funding sources, compile criteria and requirements, and relate anticipated schedule of funding to the target projects. Costs of the projects will be compared with funding needs, so that long term programming for local matching funds can be accomplished. The Team shall explore various funding options from public and private sources to determine availability and requirements for grants.
- > Potential funding sources include (but are not limited to):
 - Federal Funding
 - Transportation Alternatives (TA)
 - CMAQ
 - o HSIP
 - Recreational Trails Program (RTP)
 - o Federal Lands Access Program
 - Federal Land and Water Conservation Fund
 - USDOT RAISE Grants
 - State Funding
 - NCDOT
 - o PARTF
 - NC Dept of Commerce Rural Infrastructure Program
 - Local Funding
 - o CIP
 - Zoning requirements
 - Development fees
 - Developer Constructed
 - Bonds
 - Private Funding
 - Public/Private Partnerships
 - Non-Profit Organization/Foundation Grants
 - Corporate Sponsorships

4.6 Maintenance + Programming Recommendations

> The McAdams Team will provide maintenance and other operating expenses based on facilities in peer communities in North Carolina. A recommended maintenance program will be developed that identifies minimum maintenance tasks and schedules. Each alternative will be evaluated according to an estimated cost-per-mile based on comparable experiences and input from Cape Fear COG staff.



After analyzing existing ordinances and codes, the team shall make policy and program recommendations that will help facilitate the implementation of the recommendations identified in the NC-210 ECG Corridor Study.

Deliverables:

- > Project Cut Sheets & Cost Estimates
- > Maintenance Plan
- > 10-Year Action Plan
- > Funding Recommendations

Task 5 – Plan Development

5.1 Draft Plan Development

- > Based on the information gathered and recommendations developed in the tasks above, the McAdams Team shall provide a preliminary NC-210 ECG Corridor Study with the following chapters listed below.
 - Introduction
 - Study Considerations + Alternatives Development
 - Community + Stakeholder Involvement
 - Evaluation + Recommendations
 - Implementation

5.2 Final Plan

> The final NC-210 ECG Corridor Study will document the evolution of the project and provide decision makers with the information needed to implement recommendations. The larger plan will be accompanied by a marketing quality executive summary that uses imagery, infographics, and high-quality mapping to tell the story of the project.

5.3 Final Plan Revisions

- > All deliverables will be reviewed by project team members for completeness and accuracy prior to delivery. Selected deliverables will also be reviewed by non-team members for comprehension, practicality, and value for quality control. Technical deliverables will be reviewed by staff with experience in the specific field. Budgetary and management deliverables, in addition to all deliverables, will be reviewed by the McAdams Project Manager, Graham Bruns, and other internal McAdams reviewers. Technical deliverables will be reviewed by staff in accordance with the McAdams QA/QC Policy.
- The McAdams Team will support final plan adoption with materials and staff to effectively tell the NC-210 ECG story. In addition to Cape Fear COG and Pender County adoption, adoption at the municipal level may also strengthen support and commitment for the project.

Interim and Final Deliverables

o 5 hard copies and 1 electronic copy (pdf) of the first draft Plan



- o 5 hard copies and 1 electronic copy (pdf) of the final draft Plan
- o 5 hard copies and 1 electronic copy (pdf) of the final Plan
- o GIS data for use by study participants
- o 2 full sized copies (24x36) and 1 electric copy final Study Map
- 2 hard cover copies in 8.5 x 11 format in a 3-ring binder (for copying purposes)

Task 6 – Project Management

6.3 Project Administration

McAdams' project management approach is to provide regular communication to ensure that Cape Fear COG staff is well informed and able to make timely decisions to advance the NC-210 ECG Corridor Study. Administrative tasks associated with project management include invoicing, resource allocation, coordination with sub-consultants and budget and schedule management.

6.2 Project Kick-Off Meeting

- > We will begin the planning process by conducting a kick-off meeting with Cape Fear COG and the NC-210 ECG Corridor Steering Committee. The purpose of the kick-off meeting is to accomplish the following:
 - o Review the goals and objectives of the project.
 - Identify critical issues associated with the creation of a bicycle and pedestrian facility along the NC-210 ECG Corridor between US-17 at Country Club Road and Nelva R. Albury Recreation Area.
 - Review and finalize the public participation approach. Define the core group communication
 process. This will organize the ongoing communication and information exchange between the
 McAdams Team, the appropriate local government agencies, elected officials and the public. A
 project contact list will be established including email addresses so that all parties will be included in
 the exchange of critical information.
 - Set a refined project schedule with key milestones and meetings, public participation components and deliverable dates.

6.3 Bi-Weekly Coordination Meetings

> To advance the project, bi-weekly coordination meetings will be scheduled with Cape Fear COG's project manager. This regularly scheduled call allows the project team to get questions answered quickly and be responsive to the Cape Fear COG throughout the life of the project.

Deliverables:

- > Project status reports
- > Meeting minutes
- > Materials to support kick-off workshop
- > Milestone schedule to be updated throughout the project, including anticipated and actual dates for key deliverables, meetings and presentations.

Reimbursables Expenses

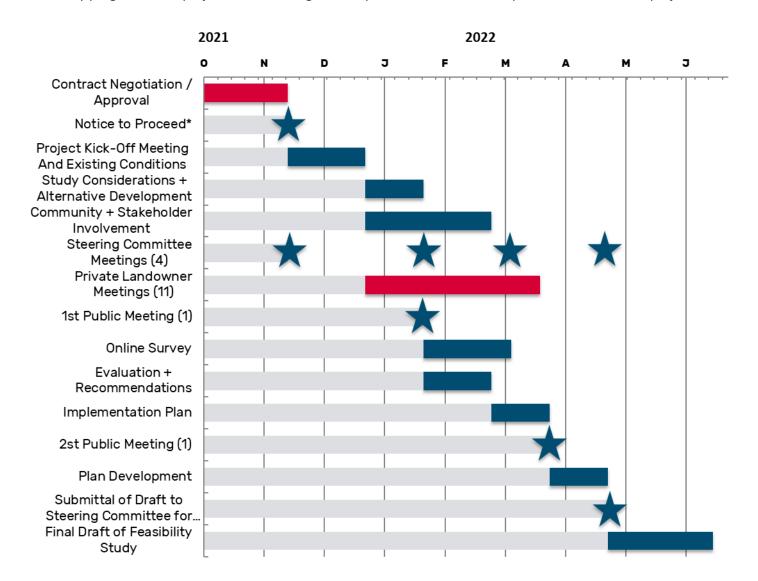


FEE: Fees provided in attached NCDOT format

Extra Services - When requested by the Cape Fear Rural Planning Organization or its authorized representatives and approved in writing, McAdams will perform additional services beyond the scope of services described herein. Fees associated with additional services will be defined per task or by hourly charges in accordance with the attached Rate Schedule, as directed at the time of the request for additional services. No additional services will be performed without specific written consent of the Cape Fear RPO or its authorized representative.

PROJECT SCHEDULE

McAdams' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:





The time limits and schedule set forth above have been agreed to by the Cape Fear COG and McAdams, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the project that are not the sole responsibility of McAdams.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed including a signed copy of this Agreement.
- > Any existing and available survey, site plans, and other park / planning documents in both hardcopy and electronic AutoCAD compatible formats as may be required.
- > Timely approval of information presented for approval.
- > Notification to Consultant of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- > Preparation of site specific design, site engineering or landscape architecture documents.
- > Preparation of site surveys.
- > Flood studies or "100+1" studies to submit to regulatory agencies.
- > Preparation of Rezoning or Zoning Amendment documents for subject properties.
- > Off-site utility extensions specific design.
- > Traffic or Transportation Analysis.
- Off-site roadway improvements specific design.
- > Permit application fees.
- > Legal advertisements for construction contracts.
- > Court appearances for litigation, or preparation for same.
- > Assistance with acquisition of right-of-way or off-site easements; preparation of exhibits for same.
- > Revised directives from Cape Fear COG after project process has begun.
- Any other services not specifically described in the scope of work.



11/16/2021

Fee Summary Sheet

	Task	Man Hours	Unit Cost	Task Cost		
McAdams						
					McAdams Fee:	\$89,063.92
					McAdams Direct Costs:	\$1,086.36
Sub Consultants						
Ramey Kemp and Associa	ates					
				Ramey Kemp an	d Associates Design Fee:	\$9,672.80
				Ramey Kemp and	Associates Direct Costs:	\$107.00

Grand Total: \$ 99,930.09

EPARED BY:	MC-20 EAST COST GREENWAY FEASIBILITY STUDY				FIRM:	TIP NUMBER:		ŀ		/ISION DATE:
races DT:					1	ar NUMBER:	NA.		REV	
				FS	TIMATED MAN HOURS					
		Employee	Iona Thomas	Graham Bruns		Kathryn Zeringue	Garrett Jenkins			
		Limpioyee	TOTAL THORIES	Gianan Diana	Andrew Fricking	Ruun yn zeringue	Canter Schalls	SUB-	%	PEF
		Classification						TOTAL	OF	ESTIMATE
TASK	TASK DESCRIPTION	Ciassification						TOTAL	PROJECT	ESTIMATE
NO	······································		Principal in Charge	Project Manager	Project Engineer	Project Planner	GIS/Graphics			
	NC-210 EAST COST GREENWAY FEASIBILITY STUDY			,	,					
1	Study Considerations + Alternative Development							0.00	0.00%	0.00
	Site Visits (4)		8.00	16.00	16.00	16.00		56.00	7.74%	2556.88
	Ramey Kemp Site Visit (1)							0.00	0.00%	0.00
1.2	Planning Level Considerations						1	0.00	0.00%	0.00
	Data Collection + Analysis (demographics, land use, employers, commuter characteristics, destinations)		0.50	1.00	2.00	4.00	12.00	19.50	2.69%	890.34
	Existing Plans + Policy Review		0.50	1.00	2.00	4.00		7.50	1.04%	342.44
1.3	Natural Environment Considerations							0.00	0.00%	0.00
	Data Collection + Analysis (threatened and endangered species, wetlands, stream corridors, hydrology, topography, conservation areas)			1.00	4.00	4.00	16.00	25.00	3.45%	1141.47
1.4	Human Environment Considerations							0.00	0.00%	0.00
	Data Collection + Analysis (mulit-modal transportation context, roadway characteristics, utilities, crash data, cultural/historical resources, land acquisition, brownfield sites)			1.00		2.00	8.00	11.00	1.52%	502.25
	Planned Projects Review			1.00	4.00	8.00		13.00	1.80%	593.56
	Permitting Coordination Requirements			1.00	4.00	4.00		9.00	1.24%	410.93
1.5	Alternatives Development							0.00	0.00%	0.00
	Base Map Development		1.00	1.00	2.00	12.00	12.00	28.00	3.87%	1278.44
	Connection + Access Identification			1.00	2.00	2.00		5.00	0.69%	228.29
	Preliminary Modeling (hydraulic, corridor)			1.00	2.00	2.00	12.00	17.00	2.35%	776.20
	Preliminary Cost Estimates			2.00	8.00	4.00	10.00	24.00	3.32%	1095.81
								0.00	0.00%	0.00
2	Community + Stakeholder Involvement							0.00	0.00%	0.00
2.1	Private Landowner Engagement							0.00	0.00%	0.00
	Larger Landownwer Meetings (6 meetings)		6.00	17.00	2.00	17.00		42.00	5.80%	1917.66
	Smaller Landowner Meetings (5 meetings)		5.00	12.00	5.00	13.00		35.00	4.84%	1598.05
2.2	Public Meeting (2 meeting)		4.00	4.00	4.00	4.00		16.00	2.21%	730.54
	Steering Committee Meetings (4 meetings, assumed virtual)							0.00	0.00%	0.00
	Materials for meetings			1.00		7.00	8.00	16.00	2.21%	730.54
	Meeting attendance (2 people for 4 meetings)		2.00	4.00	2.00			8.00	1.11%	365.27
	Meeting follow up (meeting minutes, summary, action items)					4.00		4.00	0.55%	182.63
2.4	Online Community Survey w/ Concept board for public meetings			1.00		1.00	2.00	4.00	0.55%	182.63
								0.00	0.00%	0.00
3	Evaluation + Recommendations							0.00	0.00%	0.00
3.1	Alternatives Analysis							0.00	0.00%	0.00
	Develop Evaluation Criteria		0.50	1.00	1.00	3.00		5.50	0.76%	251.12
	On-street Intersection Alternatives (Ramey Kemp)							0.00	0.00%	0.00
	Opportunities + Constraints Analysis		0.50	2.00	8.00	8.00	12.00	30.50	4.21%	1392.59
	Evaluate Alteratives / Develop Decision Matrix		0.50	4.00	4.00	4.00	4.00	16.50	2.28%	753.37
3.2	Recommended Alternatives							0.00	0.00%	0.00
	Preferred Alternative (alignment, typical sections, crossing treatments, access points)		0.50	2.00	8.00	8.00	16.00	34.50	4.77%	1575.22
	Recommended Trail Amenities + wayfinding/education signage		0.50	2.00	4.00	4.00	4.00	14.50	2.00%	662.05
	Interim & Long-Term Recommendations			2.00	2.00	2.00		6.00	0.83%	273.95
	Intersection and road crossing recommendations (Ramey Kemp)							0.00	0.00%	0.00
								0.00	0.00%	0.00
4	Implementation							0.00	0.00%	0.00
4.1	Implementation Overview		0.50	2.00	2.00	2.00		6.50	0.90%	296.78
	Phasing		0.50	2.00	2.00	2.00		6.50	0.90%	296.78
4.3	Project Cut Sheets							0.00	0.00%	0.00
	Alignment Map				2.00	2.00	4.00	8.00	1.11%	365.27
	Typical Section					1.00	2.00	3.00	0.41%	136.98
	Intersections and Crossings (Ramey Kemp)							0.00	0.00%	0.00
	Renderings					2.00	8.00	10.00	1.38%	456.59
	Accessibility/Connectivity			0.25		4.00		5.25	0.73%	239.71
	Right-Of-Way/Acquisition Needs			0.25				5.25	0.73%	239.71
	Impacted Parcels			0.25				5.25	0.73%	239.71
	Estimated Costs			1.00			6.00	17.00	2.35%	776.20
	Project Budget Recommendations			1.00				5.00	0.69%	228.29
	Organizational Framework for Implementation (resources, next steps, lead agencies, partnerships)		1.00	2.00				15.00	2.07%	684.88
	Funding Sources		1.00	4.00				15.00	2.07%	684.88
4.6	Maintenance + Programming Recommendations		1.00	4.00	2.00	6.00		13.00	1.80% 0.00%	593.56
5	Plan Development							0.00	0.00%	0.00
	Draft Plan Development		2.00	2.00	8.00	12.00	12.00	36.00	4.97%	1643.71
5.1	Drait rum veveopment Final Plan Presentation		2.00				12.00	10.00	4.97% 1.38%	1643.71 456.59
	rma ran resentation Final Plan Revisions		2.00	2.00		12.00	12.00	38.00	5.25%	456.59 1735.03
3.3			2.00	4.00	8.00	12.00	12.00	0.00	0.00%	0.00
6	Project Management							0.00	0.00%	0.00
	Project Administration Project Administration			34.00				34.00	4.70%	1552.39
	1 roject Kick-Off Meeting		1.6/	34.00		1.50	1 5/1	7.50	1.04%	342.44
	Hoper Kass-Off Arceting Bi-Weekly Coordination Meetings (18 meetings)		9.00	9.00		9.00	1.50	36.00	4.97%	1643.71
***		_		7.00	9.00	2.00		0.00	0.00%	0.00
									0.00%	0.00
								0.00		
									0.00%	0.00
								0.00		0.00
								0.00	0.00%	
								0.00 0.00 0.00	0.00%	0.00
	TOTAL HOURS/CATEGORY:		50.00	148.25	139.50	224.50	161.50	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00
	TOTAL HOURS/CATEGORY: HOURLY SALARY RATE:		50.00 \$85.58	148.25 \$55.17	139.50 \$52.88	224.50 \$38.94	161.50 \$27.67	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
		:				\$38.94		0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE:	:	\$85.58	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE: RATES PER DAY:	:	\$85.58 \$684.64	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE: RATES PER DAY: PAYROLL BURDEN:	:	\$85.58 \$684.64 \$4,279.00	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY: PAYROLL BURDEN: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR:		\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY. PAYROLL BURDEN. TOTAL WORKDAYS. TOTAL PAYROLL BURDEN. AVERAGE COST PER HOUR: GENERAL OVERHEAD.	146.55%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$48,428.10	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY, PAYROLL BURDEN: TOTAL WORKDAYS: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR: GENERAL OVERHEAD. SUBTOTAL:	146.55%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$448,428.10 \$81,473.55	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY. PAYROLL BURDEN. TOTAL WORKDAYS: TOTAL PAYROLL BURDEN. AVERAGE COST PER HOUR. GENERAL OVERHEAD. SUBTOTAL: COMPARATIVE FEE:	: 146.55% : 9.00%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$448,428.10 \$81,473.55 \$7,332.62	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY: PAYROLL BURDEN: TOTAL WORKDAYS: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR: GENERAL OVERHEAD SUBTOTAL: COMPARATIVE FEE: FACILITIES COST OF CAPITAL:	: 146.55% : 9.00%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$48,428.10 \$81,473.55 \$7,332.62 \$257.75	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY. PAYROLL BURDEN: TOTAL WORKDAYS: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR. GENERAL OVERHEAD: SUBTOTAL: COMPARATIVE FEE: FACILITIES COST OF CAPITAL: TOTAL:	: 146.55% : 9.00%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$48,428.10 \$81,473.55 \$7,332.62 \$257.75	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY: PAYROLL BURDEN: TOTAL WORKDAYS: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR: GENERAL OVERHEAD SUBTOTAL: COMPARATIVE FEE: FACILITIES COST OF CAPITAL:	: 146.55% : 9.00%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$48,428.10 \$81,473.55 \$7,332.62 \$257.75	\$55.17 \$441.36	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00
	HOURLY SALARY RATE RATES PER DAY. PAYROLL BURDEN: TOTAL WORKDAYS: TOTAL PAYROLL BURDEN: AVERAGE COST PER HOUR. GENERAL OVERHEAD: SUBTOTAL: COMPARATIVE FEE: FACILITIES COST OF CAPITAL: TOTAL:	: 146.55% : 9.00%	\$85.58 \$684.64 \$4,279.00 90.47 \$33,045.45 \$45.66 \$48,428.10 \$81,473.55 \$7,332.62 \$257.75	\$55.17 \$441.36 \$8,178.95	\$52.88 \$423.04	\$38.94 \$311.52	\$27.67 \$221.36	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	0.00 0.00

C	osts		Mandays		Dollars				
		PDEA	PEF	Delta	Delta	Delta %			
				0	0	#DIV/0!			

Dollars								
Delta Delta %								
0	#DIV/0!							

DATE PREPARED:

ESCRIPTION:	NC-210 EAST COST GREENWAY FEASIBILITY STUDY				FIRM:	RAMEY KEMP &				TE PREPARED:	
REPARED BY:						TIP NUMBER:	N/A		RE	VISION DATE:	
					STIMATED MAN DAYS						
		Employee	Jay McInnis	Jessica McClure	Adam Fischer	Devyn Lozzi	Michael Karpinski	SUB-	%	PEF	ļ
		Classification						TOTAL	OF	ESTIMATE	ļ
TASK	TASK DESCRIPTION								PROJECT	i	COMMENTS
NO.	NC-210 EAST COST GREENWAY FEASIBILITY STUDY		Project Manager	Senior Traffic Egr.	Senior Planning Egr.	Planning Egr.	Traffic Egr.				
1	Study Considerations + Alternative Development							0.00	0.00%	0.00	
	Site Visits (4)							0.00	0.00%	0.00	
	Ramey Kemp Site Visit (1)		1.00	1.00	1.00			3.00 0.00	48.00%	1398.47	
1.2	Planning Level Considerations Data Collection + Analysis (demographics, land use, employers, commuter characteristics, destinations)							0.00	0.00%	0.00	
	Existing Plans + Policy Review							0.00	0.00%	0.00	
1.3	Natural Environment Considerations							0.00	0.00%	0.00	
	Data Collection + Analysis (threatened and endangered species, wetlands, stream corridors, hydrology, topography, conser	vation areas						0.00	0.00%	0.00	
1.4	Human Environment Considerations Data Collection + Analysis (multi-modal transportation context, roadway characteristics, utilities, crash data, cultural/histo	rical resourc	es, land acquisit	on, brownfield	sites)			0.00	0.00%	0.00	
	Planned Projects Review				, ,			0.00	0.00%	0.00	
	Permitting Coordination Requirements							0.00	0.00%	0.00	
1.5	Alternatives Development Base Map Development							0.00	0.00%	0.00	
	Connection + Access Identification							0.00	0.00%	0.00	
	Preliminary Modeling (hydraulic, corridor)							0.00	0.00%	0.00	
	Preliminary Cost Estimates							0.00	0.00%	0.00	
	Community + Stabahaldar Involvament							0.00	0.00%	0.00	
2.1	Community + Stakeholder Involvement Private Landowner Engagement							0.00	0.00%	0.00	
	Larger Landowner Meetings (6 meetings)							0.00	0.00%	0.00	
	Smaller Landowner Meetings (5 meetings)							0.00	0.00%	0.00	
2.2	Public Meeting (2 meeting)							0.00	0.00%	0.00	
2.3	Steering Committee Meetings (4 meetings, assumed virtual) Materials for meetings							0.00	0.00%	0.00	
	Meeting attendance (2 people for 4 meetings)							0.00	0.00%	0.00	
	Meeting follow up (meeting minutes, summary, action items)							0.00	0.00%	0.00	
2.4	Online Community Survey w/ Concept board for public meetings							0.00	0.00%	0.00	
	Evaluation + Recommendations							0.00	0.00%	0.00	
3.1	Evaluation + Recommendations Alternatives Analysis							0.00	0.00%	0.00	
3.1	Develop Evaluation Criteria							0.00	0.00%	0.00	
	On-street Intersection Alternatives (Ramey Kemp)		0.25	0.25	0.25	0.25	0.25	1.25	20.00%	582.70	
	Opportunities + Constraints Analysis							0.00	0.00%	0.00	
3.2	Evaluate Alternatives / DevelopDecision Matrix Recommended Alternatives							0.00	0.00%	0.00	
3.2	Preferred Alternatives Preferred Alternative (alignment, typical sections, crossing treatments, access points)							0.00	0.00%	0.00	
	Recommended Trail Amenities + wayfinding/education signage							0.00	0.00%	0.00	
	Interim & Long-Term Recommendations							0.00	0.00%	0.00	
	Intersection and road crossing recommendations (Ramey Kemp)		0.25	0.25	0.25			0.75	12.00%	349.62	
4	Implementation							0.00	0.00%	0.00	
	Implementation Overview							0.00	-	0.00	
	Phasing							0.00	0.00%	0.00	
4.3	Project Cut Sheets							0.00	0.00%	0.00	
	Alignment Map Typical Section							0.00	0.00%	0.00	
	Intersections and Crossings (Ramey Kemp)		0.25			1.00		1.25	20.00%	582.70	
	Renderings							0.00	0.00%	0.00	
	Accessibility/Connectivity							0.00	0.00%	0.00	
	Right-Of-Way/Acquisition Needs Impacted Parcels							0.00	0.00%	0.00	
	Estimated Costs							0.00	0.00%	0.00	
	Project Budget Recommendations							0.00	0.00%	0.00	
4.4	Organizational Framework for Implementation (resources, next steps, lead agencies, partnerships)							0.00	0.00%	0.00	
4.5	Funding Sources Maintenance + Programming Recommendations							0.00	0.00%	0.00	
4.6	Mannenance 1 rogramming recommendations							0.00	0.00%	0.00	
5	Plan Development							0.00	0.00%	0.00	
	Draft Plan Development							0.00	0.00%	0.00	
5.2	Final Plan Presentation							0.00	0.00%	0.00	
5.3	Final Plan Revisions							0.00	0.00%	0.00	
6	Project Management							0.00	0.00%	0.00	
	Project Administration							0.00	0.00%	0.00	
6.2	Project Kick-Off Meeting							0.00	0.00%	0.00	
6.3	Bi-Weekly Coordination Meetings (18 meetings)							0.00	0.00%	0.00	
								0.00	0.00%	0.00	
								0.00	0.00%	0.00	
								0.00	0.00%	0.00	
								0.00	0.00%	0.00	
	TOTAL DAYS/CATEGORY:		1.75	1.50	1.50	1.25	0.25		0.00%	2913.48	
	HOURLY SALARY RATE:		\$72.12	\$62.50	\$56.73	\$39.42	\$39.42	0.20	. 55.5570	20 10.40	
	RATES PER DAY:		\$576.96	\$500.00	\$453.84	\$315.36	\$315.36	l			
	PAYROLL BURDEN:		\$1,009.68	\$750.00	\$680.76	\$394.20	\$78.84	į			
	TOTAL WORKDAYS: TOTAL PAYROLL BURDEN:		6.25 \$2,913.48	l							
	AVERAGE COST PER HOUR:		\$2,913.48	l							
	GENERAL OVERHEAD:	204.13%	\$5,947.29	l							
	SUBTOTAL:	0.000	\$8,860.77	l							
	COMPARATIVE FEE: FACILITIES COST OF CAPITAL:	9.00% 0.5000%	\$797.47 \$14.57	l							
				ı							
	TOTAL:		\$9,672.80	1							
	TOTAL: DIRECT EXPENSES:		\$9,672.80 \$107.00		1						
				3.80	1						

Costs		Mandays		Dol	lars
	PDEA	PEF	Delta	Delta	Delta %
			0	0	#DIV/0!

Dol	lars
Delta	Delta %
0	#DIV/0!

		P	PDEA DIRECT EXPEN	ISES		
FIRM:		MCADA	AMS	1		
PROJECT DESCRIPTION:			ECG-NC-211 FEAS	SIBILITY STUDY		
PREPARED BY:		GDE	3	TASK ORDER NUMBER:		0
TIP NUMBER:		N/A		WBS NUMBER:		
DATE PREPARED:				REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan	4	Trip(s) @	276 miles @	\$0.560	\$618.24
	Carry All		Trip(s) @	miles @	\$0.580	\$0.00
	Car Rental		.,, 0	days @	\$45.00	\$0.00
	Gas for Rental			miles @	\$0.200	\$0.00
	Parking:		Trip(s) @		\$3.00	\$0.00
	Per Diem:		Breakfast		\$9.00	\$0.00
			Lunch		\$11.80	\$0.00
			Dinner		\$20.50	\$0.00
			Lodging (Including taxes)		\$85.00	\$0.00
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
			Blueprints - 42 x 72 @		\$1.30	\$0.00
	Film and Developing:		Roll(s) @	C-14-4-1	\$20.00	\$0.00
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION	Subtotal	UNIT COST	\$618.24
					\$7.00	\$0.00
	County Tax Maps: USGS Maps:		Map(s) @ Map(s) @		\$7.00 \$7.00	\$0.00
	USGS Maps:		wap(s) (ii)	Subtotal	\$7.00	\$0.00
TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION	Subtotal	UNIT COST	ψ0.00
	Reproduction:	600	8 1/2 x 11 B & W Copies @		\$0.09	\$54.00
	reproduction.	000	11 x 17 B & W Copies @		\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
			, , , ,	Subtotal		\$54.00
DESIGN:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
			Mylar - 8 1/2 x 11 @		\$5.90	\$0.00
			Mylar - 36 x 48 @		\$21.00	\$0.00
			Prints - 24 x 36 @		\$3.00	\$0.00
			Blueprints - 42 x 72 @		\$1.30	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			USGS Map(s)		\$7.00	\$0.00
ENVIRONMENTAL	ITEM	QTY	DESCRIPTION	Subtotal	UNIT COST	\$0.00
DOCUMENT(S):	I I EIVI	QIY	DESCRIPTION		ONLI COST	
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
APPENDING A PURE	TOTAL C	0.771	DEGGE TOTAL	Subtotal	ID um oo	\$0.00
MEETINGS & PUBLIC INVOLVEMENT:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan	2	Trip(s) @	276 miles @	\$0.560	\$309.12
	CarryAll		Trip(s) @	miles @	\$0.580	\$0.00
	Car Rental			days @	\$45.00	\$0.00
	Gas for Rental			miles @	\$0.200	\$0.00
	Parking:		Trip(s) @		\$3.00	\$0.00
	Per Diem:		Breakfast		\$9.00	\$0.00
			Lunch		\$11.80	\$0.00
			Dinner		\$20.50	\$0.00
1			Lodging (Including taxes)		\$85.00	\$0.00
	Workshop					

	- Reproduction		8 1/2 x 11 B & W Copies @	Handouts	\$0.09	\$0.00
	reproduction		11 x 17 B & W Copies @	Handouts	\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
		70	SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$105.00
		, ,	SQ. FT. Foam Mounting Board @		\$1.25	\$0.00
	Presentation Materials:		Misc. Workshop Supplies @	per workshop	\$50.00	\$0.00
	Mailing Labels:		Laser Peel & Stick (box)	750 per box	\$4.00	\$0.00
	Postage:		Luser I cel & Stick (DOA)	750 per 60x	φτ.00	φ0.00
	- Public Workshops:		Notice or Newsletter @	copies @	\$0.49	\$0.00
	- I done workshops.		Notice of Newsletter (a)	Subtotal	\$0.42	\$414.12
Miscellaneous Other	ITEM	QTY	DESCRIPTION	Subtour	UNIT COST	ψ111.12
Wiscentificous Other	TILIVI	Q11	DESCRIPTION		ONII COSI	\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
				Subtotal		\$0.00
				Sustom		ψ0.00
				TOTAL		\$1,086.36
						+ 1,000.00

^{*} Sum of all plots

]	PDEA DIRECT EXPEN	NSES		
FIRM:		RAMEY	KEMP	7		
PROJECT DESCRIPTION:		KAWE I	ECG-NC-211 FEA	SIBILITY STUDY		
PREPARED BY:				TASK ORDER NUMBER:		0
TIP NUMBER:		N/.	A	WBS NUMBER:		
DATE PREPARED:				REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan		Trip(s) @	miles @	\$0.560	\$0.00
	Carry All		Trip(s) @	miles @	\$0.580	\$0.00
	Car Rental Gas for Rental			1 days @ 310 miles @	\$45.00 \$0.200	\$45.00 \$62.00
	Parking:		Trip(s) @	311	\$3.00	\$0.00
	Per Diem:		Breakfast		\$9.00	\$0.00
			Lunch		\$11.80	\$0.00
			Dinner		\$20.50	\$0.00
			Lodging (Including taxes)		\$85.00	\$0.00
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @ 8 1/2 x 11 Color Copies @		\$0.15 \$0.83	\$0.00 \$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
	Film and Developing:		Blueprints - 42 x 72 @ Roll(s) @		\$1.30 \$20.00	\$0.00 \$0.00
	riiii and Developing:		Kon(s) (d)	Subtotal	\$20.00	\$107.00
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	420,100
	County Tax Maps:		Map(s) @		\$7.00	\$0.00
	USGS Maps:		Map(s) @		\$7.00	\$0.00
TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION	Subtotal	UNIT COST	\$0.00
The state of the s	Reproduction:	χ	8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
	Reproduction.		11 x 17 B & W Copies @		\$0.09	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
	'		Binder(s) @	Subtotal	\$0.50	\$0.00 \$0.00
DESIGN:	ITEM	QTY	DESCRIPTION		UNIT COST	·
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
			Mylar - 8 1/2 x 11 @ Mylar - 36 x 48 @		\$5.90 \$21.00	\$0.00 \$0.00
			Prints - 24 x 36 @		\$3.00	\$0.00
			Blueprints - 42 x 72 @		\$1.30	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			USGS Map(s)		\$7.00	\$0.00
ENVIRONMENTAL	ITEM	QTY	DESCRIPTION	Subtotal	UNIT COST	\$0.00
DOCUMENT(S):		4.1				
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15 \$0.83	\$0.00 \$0.00
			8 1/2 x 11 Color Copies @ 11 x 17 Color Copies @		\$1.66	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
) (Promote and the second				Subtotal	T.P. W.	\$0.00
MEETINGS & PUBLIC INVOLVEMENT:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan		Trip(s) @	miles @	\$0.560	\$0.00
	CarryAll Car Rental		Trip(s) @	miles @	\$0.580 \$45.00	\$0.00 \$0.00
	Gas for Rental			days @ miles @	\$45.00 \$0.200	\$0.00
	Parking:		Trip(s) @		\$3.00	\$0.00
	Per Diem:		Breakfast		\$9.00	\$0.00
			Lunch		\$11.80	\$0.00
			Dinner		\$20.50	\$0.00
	W. I.		Lodging (Including taxes)		\$85.00	\$0.00
			Breakfast Lunch Dinner		\$9.00 \$11.80 \$20.50	

	- Reproduction		8 1/2 x 11 B & W Copies @	Handouts	\$0.09	\$0.00
			11 x 17 B & W Copies @	Handouts	\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			SQ. FT. Foam Mounting Board @		\$1.25	\$0.00
	Presentation Materials:		Misc. Workshop Supplies @	per workshop	\$50.00	\$0.00
	Mailing Labels:		Laser Peel & Stick (box)	750 per box	\$4.00	\$0.00
	Postage:					
	- Public Workshops:		Notice or Newsletter @	copies @	\$0.49	\$0.00
				Subtotal		\$0.00
Miscellaneous Other	ITEM	QTY	DESCRIPTION		UNIT COST	
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
				Subtotal		\$0.00
				TOTAL		\$107.00

^{*} Sum of all plots

PRIME Form RS-2

FOR USE ON CONTRACT SOLICITATIONS ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

REV 07/15/2020.RJS

PRIME CONSULTANT

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY RACE AND GENDER NEUTRAL

NC 210 / East Coast Greenway Feasibility Study

TIP No. and/or Type of Work (Limited Services) McAdams / 56-1234550

(Consultant/Firm Name and Federal Tax Id)

	SERVICE / ITEM DESCRIPTION								
Discipline Code**	Description**		Anticipated Utilization (%)						
00141	Multimodal Transportation Planning		18.00%						
00171	Public Involvement		18.00%						
00200	Feasibility Studies		18.00%						
00315	Municipal + Regional Planning Studies		18.00%						
00316	Multi-use Trail Design, Survey + Layout		18.00%						
**One (1) per line	please use additional Prime RS-2 Forms if necessary	TOTAL UTILIZATION:	90.00%						

"PRIME CONSULTANT" (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

- 1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
- 2. Insert TIP Number and /or Type of Work (Limited Services)
- 3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
- 4. Enter Service/Item Description describe work to be performed by the Prime Firm
- 5. Enter Anticipated Utilization Insert dollar value or percent of work to the Prime Firm
- 6. *Signature of the Prime Consultant is required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
- 7. Complete "SPSF Status" section Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

	RECO	MME	NDED	BY:
--	------	-----	------	-----

CONSULTANT:

Iona Thomas, AICP

*BY:

VP, Strategy + Public Client Development

TITLE:

SPSF Status: □ YES ☑ NO

FOR USE ON CONTRACT SOLICITATIONS ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

SUBCONSULTANT

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY RACE AND GENDER NEUTRAL

NC 210 / East C	oast Greenway Feasibility Study		
TIP No. and/or	Гуре of Work (Limited Services)		
McAdams / 56-			
(Consultant/Firr	n Name and Federal Tax Id)		
Ramey Kemp &	Associates / 56-1772475		
(Subconsultant/	Firm Name and Federal Tax Id)		
	SERVICE / ITEM DESCRIPTION]
Discipline Code**	Description**		Anticipated Utilization (%)
00045	Corridor Planning		10.00%
## c (1) 1		TOTAL LITH IZATION.	10.000/
""One (1) per l	ine please use additional Subconsultant RS-2 Forms if necessary.	TOTAL UTILIZATION:	10.00%
	SUBMITTED BY: SUBCONSULTANT:	RECOMMENDED BY: CONSULTANT:	Thomas
	Jay McInnis, PE, CPM	Iona Thomas, AICP	
	*BY:	*BY:	
	Director of Project Development/NEPA	Vice President, Strategy + Public Client De	evelopment
	TITLE:	TITLE:	
	SPSF Status: ☑ YES □ NO		

$\underline{\text{"SUBCONCONSULTANT" (FORM RS-2) RACE AND GENDER NEUTRAL}}$

Instructions for completing the Form RS-2:

- 1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
- 2. Insert TIP Number and /or Type of Work (Limited Services)
- 3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
- 4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
- 5. Enter Service/Item Description describe work to be performed by the Sub Firm
- 6. Enter Anticipated Utilization Insert dollar value or percent of work to the Subconsultant/Sub Firm
- 7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
- 8. Complete "SPSF Status" section Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form.



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Roy Cooper J. ERIC BOYETTE

GOVERNOR 12/09/21 SECRETARY

MEMORANDUM TO: Naziar Sader

Transportation Engineer III
Transportation Planning Division

SUBJECT: Review of Costs/Rates Proposed By

McAdams

Cape Fear NC-210 East Coast Greenway FeasibilityStudy

\$99,930.09

1. Purpose & Scope

We have reviewed the proposed costs/rates of the above to determine if they are allowable. This review is in accordance with procedures of the North Carolina Department of Transportation External Audit Branch.

2. Results of Review

A. McAdams

<u>Description</u>	ļ	Amount Proposed	_	osts stioned	s Not <u>uated</u>
Direct Labor	\$	33,045.45	\$	-	\$ -
Overhead		48,428.10		-	-
Fee		7,332.62		-	-
Cost of Capital		257.75		-	-
Direct Costs		1,086.36		-	-
TOTAL	\$	90,150.28	\$	-	\$

B. Ramey Kemp

<u>Description</u>	Amount Proposed		Costs <u>Questioned</u>		Costs Not Evaluated
Direct Labor	\$ 2,913.48		\$	-	\$ -
Overhead	5,947.29			-	-
Fee	797.47			-	-
Cost of Capital	14.57			-	-
Direct Costs	107.00			-	-
TOTAL	\$ 9,779.81	-	\$	<u>-</u>	\$ -
GRAND TOTAL	\$ 99,930.09	-	\$	-	\$ -

3. Recommendations

- A. Please respond in writing as to the results of final negotiations.
- B. It is requested that a copy of the final cost/rate estimate be attached to the agreement when entered into SAP. Please scan a copy of this audit report as well.

Lonnetta Raynor, Manager Consultant, Utility, Rail, Turnpike

Sonnetta Raynor

Prepared by:

Geavonda Chestnut Senior External Auditor

Gravonda Chestnut

Consultant, Utility, Rail, Turnpike



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.													
	T	he John R. McAdams Company, Incorporated													
	2	2 Business name/disregarded entity name, if different from above													
	McAdams														
on page 3.	3	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate									4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
ons		single-member LLC					Exem	pt pay	ee o	ode	(if an	y)			
ફ		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) ► _			_									
Print or type.	Trust/estate Individual/sole proprietor or single-member LLC									n FAT	ΓCA r	epor	ting		
ecif		Other (see instructions) ▶				(Applies	s to acco	ounts	maintai	ined ou	tside t	he U.S.)		
Sp	5 Address (number, street, and apt. or suite no.) See instructions. 2905 Meridian Parkway								e and address (optional)						
See															
0)	6	City, state, and ZIP code													
	Durham, NC 27713														
	7	List account number(s) here (optional)													
Pai	t	Taxpayer Identification Number (TIN)													
		ur TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		So	cial	secu	rity ı	numb	er						
		withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a												
		it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	t a				-			-1					
TIN, I	ate	r.		or			_								
		the account is in more than one name, see the instructions for line 1. Also see What Name a	and [Em	nplo	yer ic	lenti	ficatio	on n	umb	er				
Number To Give the Requester for guidelines on whose number to enter.															
				5	6	-	1	2	3	4	5	5	0		
Par	t I	Certification	,										•		
Unde	r p	enalties of perjury, I certify that:													
		umber shown on this form is my correct taxpayer identification number (or I am waiting for a not subject to backup withholding because: (a) I am exempt from backup withholding, or (b)						,	, ,		aal D	2016	0110		
		iot subject to backup withholding because: (a) I am exempt from backup withholding, or (b) be (IRS) that I am subject to backup withholding as a result of a failure to report all interest o													

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	
Here	

Signature of U.S. person ▶



Date ▶01.04.2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN). individual taxpaver identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	is certificate does not confer rights to						may require	an endorsemen	t. A State	ement	on
PRO	DUCER				CONTAC NAME:	Carmen C	anady				
Insu	ırance Management Consultants, Inc.					(704) 79	99-1600		FAX	(704) 7	799-2955
	. Box 2490				E-MAIL cert@imcipls.com						
					INSURER(S) AFFORDING COVERAGE						NAIC #
Dav	idson			NC 28036	INSURE	DLLL	ance Compan				13056
INSU	RED				INSURE						
	The John R. McAdams Company	y, Inc			INSURE						
	P.O. Box 14005				INSURE						
					INSURER E :						
	Research Triangle Park			NC 27709	INSURER F:						
CO	VERAGES CERT	ΓIFIC	ATE I	NUMBER: 21/22				REVISION NUMI	BER:		
IN CI E)	HIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIFIERTIFICATE MAY BE ISSUED OR MAY PERTANCLUSIONS AND CONDITIONS OF SUCH POLICIES.	REME JIN, TI LICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT V DHEREIN IS S AIMS.	WITH RESPECT TO	WHICH TH	HIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENC		\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTE PREMISES (Ea occur	:D rrence)	\$	
								MED EXP (Any one p	erson)	\$	
								PERSONAL & ADV IN	NJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA	ATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP.	/OP AGG	\$	
	OTHER:							OOMBINED OINOLE	LINAIT	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)		\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per		\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per		\$	
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)			
	UMBRELLA LIAB OCCUR				EACH OCCURRENCE			E	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDEN	Т	\$	
	(Mandatory in NH)							E.L. DISEASE - EA E	MPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLI	CY LIMIT	\$	
	Professional Liability							Each Claim		\$2,0	00,000
Α	,			RDP0042294		02/05/2021	02/05/2022	Aggregate		\$4,0	00,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)				
CEF	RTIFICATE HOLDER				CANC	ELLATION					
					SHO THE ACC	ULD ANY OF T EXPIRATION D ORDANCE WIT	ATE THEREO	SCRIBED POLICIE F, NOTICE WILL BE Y PROVISIONS.) BEFORE
					AUTHO	RIZED REPRESEN	12	e.			
								MITOC	7		

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Serving Local Government in:

Brunswick County

Bald Head Island Belville **Boiling Spring Lakes** Bolivia Calabash Carolina Shores Caswell Beach Holden Beach Leland Navassa Northwest Oak Island Ocean Isle Beach Sandy Creek Shallotte Southport St. James

Columbus County

Sunset Beach

Bolton Brunswick Cerro Gordo Chadbourn Fair Bluff Lake Waccamaw Sandyfield Tabor City Whiteville

New Hanover County

Carolina Beach Kure Beach Wilmington Wrightsville Beach

Pender County

Atkinson Burgaw Surf City Topsail Beach Wallace

Executive Committee Nominees

Brunswick Co.
Columbus Co.
New Hanover Co.
Pender Co.
Brunswick Co. Municipal (Leland)
Columbus Co. Municipal (Tabor City)
New Hanover Co. Municipal (Wilmington)
Pender Co. Municipal (Burgaw)
Municipal At-Large (Surf City)

Officer Nominees

Chair	Mike Forte
Vice Chair	George Brown
Secretary-Treasurer	Charlie Rivenbark







1480 Harbour Drive Wilmington, NC 28401-7776

GENERAL MEMBERSHIP ANNUAL MEETING

Thursday, March 31, 2022 • 6:30 P.M.

AGENDA

- 1. Call to Order and Welcome
- 2. Roll Call
- 3. Invocation and Pledge
- 4. Approval of Agenda ***
- 5. Approval Minutes (see attachment) ***
 - a. February 25, 2021
- 6. Election of Officers and At-Large Executive Committee members (see attachment) ***
- 7. Public Officials Directory & Annual Report presentation
- 8. Delegate Comments & Open Discussion
- 9. Adjourn

Next Meeting: Regular Scheduled Executive Committee meeting Monday, May 9, 2022 at 11:00 A M

Items marked with *** are actionable items that require a vote.



CFCOG Contracts Entered 12/8/2021-2/7/2022

						\$ to			Funding	Prior	CFCOG
					\$ to Other	Subgrantee/			Availability	Reimbursement	Matching
Dept.	Program	Contract Name or Description	Other Party	\$ to CFCOG	Party	Subcontractor	Start Date	End Date	Clause (Y/N)	Clause (Y/N)	Funds (Y/N)
AAA	HCCBG	Senior Center General Purpose - Columbus Co.	Columbus County	\$ -	\$ 24,948.00	\$ -	7/1/2021	6/30/2022	Υ	N	N
ADM	Facilities	SecurCare Self Storage	SECURCARE SELF STORAGE	\$ -	\$ 3,180.00	\$ -	7/1/2022	6/30/2022	N	Ν	N
AAA	HCCBG	Senior Center General Purpose - NH Co.	New Hanover County	\$ -	\$ 10,693.00	\$ -	7/1/2021	6/30/2022	Υ	Ν	N
AAA	5-HDC5	Supplemental Nutrition - Columbus Co.	Columbus County	\$ -	\$ 41,900.00	\$ -	7/1/2021	9/30/2022	Υ	Ν	N
AAA	HCCBG	FY 2022 NGA Revision - Add'l State funds	NC DHHS, DAAS	\$ 5,067,957.00	\$ -	\$ -	7/1/2021	6/30/2022	NA	NA	N
AAA	HCCBG	Senior Center General Purpose - Pender Co.	Pender Adult Services	\$ -	\$ 21,386.00	\$ -	7/1/2021	6/30/2022	Υ	N	N
AAA	5-HDC5	Supplemental Nutrition - Pender Co.	Pender Adult Services	\$ -	\$ 36,010.00	\$ -	7/1/2021	9/30/2022	Υ	N	N
AAA	5-HDC5	Supplemental Nutrition - Brunswick Co.	Brunswick Senior Resources	\$ -	\$ 98,333.00	\$ -	7/1/2021	9/30/2022	Υ	N	N
ADM	Admin	IT Services	Computer Connections, Inc.	\$ -	\$ 10,188.00	\$ -	2/1/2022	1/31/2023	N	N	N
		TOTAL		\$ 5,067,957.00	\$ 246,638.00	\$ -					