

PRIME PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made and entered into this _____ day of July, 2015, by and between the Town of Huntersville, NC, (hereinafter called the "Owner"), and Parsons Brinckerhoff, Inc., a New York corporation, with offices at 121 W. Trade Street, Charlotte, NC 28202 (hereinafter called "PB").

WITNESSETH THAT:

WHEREAS, the Owner desires professional planning and design services (hereinafter called the "Services");

AND

WHEREAS, the Owner has solicited the services of PB for N. Main Street Improvements (Two-Way Pair) in Huntersville, NC (hereinafter called the "Project");

AND

WHEREAS, PB has submitted a proposal dated June 2015, which outlined an approach for such Project;

AND

WHEREAS, the Owner on June 25, 2015 selected PB to perform the Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. CONSULTATION OF PB

The Owner retains PB to represent the Owner in consulting matters involved in the performance of the Services, subject to the terms, conditions, and stipulations as hereinafter stated. PB shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the services are to be performed.

2. PROJECT DESCRIPTION

This project involves the planning and analysis for roadway improvements to the existing roadways of NC 115, N. Main Street and Gilead/Huntersville-Concord Road in Huntersville, NC. The project limits begin just south of the intersection of NC 115 and Mount Holly Huntersville Rd and continue just north of the intersection of NC 115 and N. Main St. The project is approximately 1 mile in length.

3. SCOPE OF SERVICES

PB shall perform the services set forth in Exhibit A.

4. COMPENSATION

For the performance of the Services set forth in Article 3, the Owner shall compensate PB in the lump sum amount of two hundred eighty thousand three hundred forty-six Dollars and fifty-three cents (\$280,346.53). A breakdown of the compensation is set forth in Exhibit B.

5. SCHEDULE

PB shall perform the Services in accordance with the Schedule set forth in Exhibit B, attached hereto and made part of this Agreement.

6. PAYMENT

Invoices for interim payments shall be prepared by PB on PB's standard form and submitted every four (4) weeks to the Owner. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of Services rendered during the invoice period to the total of Services to be provided hereunder.

Such invoices shall be paid to PB by the Owner within fourteen (14) days of presentation to the Owner.

7. DATA TO BE FURNISHED BY OWNER

Data to be furnished by the Owner to PB at no cost to PB consist of the Regional MPO Travel Demand Model, design plans for the CATS RED Line project.

8. INDEPENDENT CONTRACTOR

PB represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Owner. PB, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Owner by reason of this Agreement.

9. INSURANCE

PB shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

PB shall furnish the Owner with a certificate(s) of insurance showing PB has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the Owner.

10. INDEMNITY AND LIMITATION

PB shall indemnify and hold harmless the Owner from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of PB, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

To the fullest extent allowed by law, PB's liability to Owner shall not exceed the total compensation received by PB hereunder, and PB shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the Services hereunder.

In the event of any reuse or other use by the Owner of the drawings, specifications, and other documents furnished by PB hereunder, the Owner shall indemnify, defend, and hold harmless PB from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

11. CHANGES AND EXTRA SERVICES

The Owner may make changes within the general scope of this Agreement. If PB is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, PB shall so notify the Owner of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. PB may initiate such notification upon identifying a condition which may change the Services agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article 18.

The Owner may request PB to perform extra services not covered by the SCOPE OF Services as set forth in Exhibit A, and PB shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The Owner shall not be liable for payment of any extra services nor shall PB be obligated to perform any extra services except upon such written amendment.

12. DELAYS

PB shall perform its Services with due diligence upon receipt of a written Notice to Proceed from the Owner. The Owner may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its Services is delayed by causes beyond the reasonable control of PB, and without the fault or negligence of PB, the time and total compensation for the performance of the Services shall be equitably adjusted by written amendment to reflect the extent of such delay. PB shall provide the Owner with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by PB to mitigate the effect of such delay.

13. TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Owner for its convenience or because the Project has been permanently abandoned, but only upon fourteen (14) days written notice to PB.

In the event of termination, PB shall be compensated for all services performed and costs incurred up to the effective date of termination for which PB has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the Owner, PB shall discontinue the Services unless otherwise directed and upon final payment from the Owner deliver to the Owner the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by PB in the performance of this Agreement, whether completed or in process.

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that PB shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Owner will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of PB. Such consent shall stipulate what, if any, additional compensation shall be paid to PB for such reuse of documents by the Owner. In no event shall the receipt of such additional compensation operate as a waiver of PB's rights under Article 10.

15. SUCCESSORS AND ASSIGNS

PB shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the Owner.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

16. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

17. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO Owner: Town of Huntersville
 P.O. Box 664
 Huntersville, NC 28070

Attn: Max Buchanan, PE

TO PB: Parsons Brinckerhoff, Inc.
121 W. Trade Street, Suite 1950
Charlotte, NC 28202
Attn: Daniel H. Bridges

18. DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, claims, disputes, or other matters, will be redressed in an appropriate court of proper jurisdiction.

19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

20. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and PB and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.

IN WITNESS WHEREOF, this Agreement has been executed by the Owner and PB, effective from the day and year first written above.

OWNER

Name:
Title:

Parsons Brinckerhoff, Inc.

Name:
Title:

Exhibit A

Scope of Services

Mecklenburg County

MAIN STREET IMPROVEMENTS (TWO-WAY PAIR)

SCOPE OF WORK

Project Development, Environmental and Engineering Services

I. DESCRIPTION OF WORK REQUIRED

This project involves the planning for roadway improvements to the existing roadways of NC 115, N. Main Street and Gilead/Huntersville-Concord Road in Huntersville, NC. The project limits begin just south of the intersection of NC 115 and Mount Holly Huntersville Rd and continue just north of the intersection of NC 115 and N. Main St. The project is approximately 1 mile in length.

Parsons Brinckerhoff (CONSULTANT) was contracted by the Town of Huntersville (TOWN) to perform project development, environmental, and engineering services for the subject project. All work will be prepared to NCDOT (STATE) standards and protocols. It is assumed that all deliverables will be reviewed by the STATE as well as the TOWN.

II. STUDY AREA IDENTIFICATION AND DATA COLLECTION

A. Study Area

The CONSULTANT will coordinate with the TOWN and STATE to identify the study area in which to evaluate direct and indirect effects. This will include the project study area, the Direct Community Impact Area (DCIA) and the Demographic Study Area (DSA).

B. Data Collection

The CONSULTANT will collect natural and human environmental data for use in describing the existing conditions and developing an environmental constraints map for the study area. This data will include, but is not limited to the following:

- Wetlands and hydric soils
- Wild and Scenic Rivers
- 100 Year Floodplains
- Threatened and Endangered Species
- Parks and recreational open spaces (including 4(f) and 6(f) properties),
- Hazardous waste or use sites and underground storage tank sites,
- Cultural resources including known historic architecture and archaeological sites
- Communities and community facilities (i.e. cemeteries, schools, churches, etc.)
- Potential environmental justice areas

- Agricultural and forest lands
- Stream buffers
- Potential utility conflicts
- Land conservation easements
- Existing and planned development

C. Environmental Constraints Map

The CONSULTANT will prepare an environmental constraints map for the features found in Task II.B.

D. Existing Conditions Matrix

The CONSULTANT will develop a matrix summarizing existing conditions and environmental constraints.

E. Field Visit

As part of the data collection process, the CONSULTANT will visit the project area. It is assumed that two (2) people from CONSULTANT team will participate in the field visit. This visit is separate from the field visit for the Community Impact Assessment and for the NRTR work.

III. Environmental Document

The CONSULTANT will assemble and summarize technical information, methodologies, and results of analyses in an environmental document in accordance with applicable State of North Carolina procedures, and the requirements of the National Environmental Policy Act 23 CFR-771 and TA 6640.8A. For this scope of work, it is assumed that a Categorical Exclusion (CE) document will be prepared. The following topics will be evaluated:

A. Purpose and Need

The CONSULTANT will identify issues with existing Main Street, and will develop corresponding goals and objectives by which to identify reasonable alternatives.

B. Alternatives

The CONSULTANT will describe the following alternatives.

- No-Build,
- NC 115 Widening
- Two-way Pair

The Two-way Pair alternative will analyze two (2) options associated with the project. Option 1 will analyze roundabouts at the project termini and Option 2 will analyze traffic signals at the project termini. Public input will also be obtained on the build alternative during the public informational workshops.

C. Affected Environment

The CONSULTANT will develop a summary of Existing Conditions and Environmental Constraints for the study area identified in Section II of this scope of work. The summary will address the following as applicable:

- Socioeconomic Conditions (economic characteristics, community facilities and services, see Section VI)
- Land Use and Planning
- Section 4(f) properties
- Section 6 (f) properties
- Utilities (electric power, natural gas, water and wastewater)
- Water Resources and Water Quality (see Section VII)
- Hazardous Material Sites and Underground Storage Tanks
- Biotic Communities and Protected Species (see Section VII)

Copies of the final document will be provided in both electronic and hard copy to the TOWN and NCDOT.

IV. Environmental Consequences

The CONSULTANT will evaluate and document the beneficial and adverse environmental impacts associated with the proposed project. Additional discussion will include measures to avoid or minimize impacts and mitigation options. Direct impacts will be addressed in accordance with applicable Local, State and Federal guidelines, and will include:

A. Land Use impacts

B. Farmland impacts

Mecklenburg County is an urban, metropolitan area, which is not subject to the Farmlands Protection Policy Act. No analysis of farmlands will be done for the project.

C. Right-of-Way and Relocation Impacts

D. Economic Impacts

E. Hydraulic Impacts

F. Floodplain Impacts

G. Section 4(f) Property Impacts

The CONSULTANT will calculate impacts to any Section 4(f) properties in the study area. If additional coordination with the STATE is necessary, or if a Section 4(f) Evaluation is necessary, those services will be scoped under a separate task order.

H. Section 6(f) Property Impacts

I. Hazardous Substances and Underground Storage Tanks

J. Visual and Aesthetic Impacts

K. Greenways

L. Utilities

The CONSULTANT will discuss impacts on available and planned utilities in the project area (electrical power, telephone and cable service, wastewater treatment, natural gas, water [including wells and water lines] and solid waste management).

M. Construction Impacts

The CONSULTANT will discuss potential construction related impacts of the alternatives on adjacent properties, roadways, traffic, utilities, emergency vehicles, and the environment within the expanded project area.

The CONSULTANT will prepare technical reports for the following resources and incorporate summaries of the reports in the environmental consequences section of the environmental document:

N. Community Characteristics Report / Community Impact Assessment

The CONSULTANT will prepare a Community Characteristics Report and Community Impact Assessment per the STATE's current guidance found at

[https://connect.ncdot.gov/resources/Environmental/PDEA%20Consultants/Short%20Form%20CE%20CCR%20CIA%20\(non-bridge\)%20Procedure.pdf](https://connect.ncdot.gov/resources/Environmental/PDEA%20Consultants/Short%20Form%20CE%20CCR%20CIA%20(non-bridge)%20Procedure.pdf).

O. Historic Architectural Resources and Archaeological Resources –

Section 106 of the National Historic Preservation Act requires that Federal agencies take into account the effects of their undertakings on historic properties, which include historic cultural resources on or eligible for the National Register of Historic Places (NRHP). The process behind Section 106 seeks to accommodate preservation and development through consultation among affected and concerned parties. The CONSULTANT has contracted with Coastal Carolina Research (SUBCONSULTANT) to perform these tasks. Preliminary examination of the GIS site for the North Carolina State Historic Preservation Office (HPO) indicates that four of the current project's impacted properties were determined to be NRHP-eligible properties (standing structures including a cemetery) during a 2006 Section 106 survey along Main Street in Huntersville (ER 01-7527). These eligible properties are known project constraints. Section 106 compliance for the proposed roadway improvements for NC 115, N. Main Street, and Gilead/Huntersville-Concord Road will require the following:

- Identification of interested consulting parties for participation in the Section 106 process;
- Submission of project review documents for consultation with the HPO, including consultation regarding the project's Area of Potential Effects (APE) for direct and indirect effects;
- Identification of known historic properties on or eligible for the National Register of Historic Places (NRHP) and completion of any necessary identification surveys for archaeological resources and/or standing structures and associated landscapes based on HPO recommendations;
- Intensive evaluation of resources appearing potentially eligible for the NRHP;

- Effect determination for resources on or eligible for the NRHP, including possible meetings with HPO and other consulting parties;
- Preparation of agreement document(s) regarding treatment of affected historic properties.

Historic architectural surveys and evaluations will be completed as necessary, which may involve 1) survey to document the existing condition of eligible historic properties and associated landscapes and to update documentation of previously surveyed areas as necessary; 2) survey of areas not covered by previous surveys, including the project termini and other areas not directly adjacent to Main Street; and 3) intensive survey for evaluation of newly documented resources appearing potentially eligible for the NRHP. For the purpose of project scoping it is assumed that archaeological survey will not be required based on the relatively disturbed terrain with residential and commercial development within the project corridor and the extent of soils mapped as Urban Land with low potential for intact archaeological sites.

P. Noise Analysis

The CONSULTANT will prepare a Traffic Noise Analysis in accordance with 23 CFR 772, the NCDOT Traffic Noise Abatement Policy and the NCDOT Traffic Noise Analysis and Abatement Manual. Procedures to be used for this project are found at <https://connect.ncdot.gov/resources/Environmental/PDEA%20Procedures%20Manual%20Documents/2011%20NCDOT%20Traffic%20Noise%20Abatement%20Policy.pdf>.

Q. Air Quality

The CONSULTANT will prepare a Project Level Air Quality Analysis in accordance with all applicable NCDOT, FHWA and USEPA guidance and requirements. These requirements are found at <https://connect.ncdot.gov/resources/Environmental/PDEA%20Procedures%20Manual%20Documents/Forms/AllItems.aspx>. Note that MOVES is currently being used for air quality modeling instead of MOBILE 6.2.

V. Natural Resources Technical Report

The CONSULTANT will perform environmental investigations and prepare a Natural Resources Technical Report (NRTR). The NRTR will be prepared in accordance with standard operating procedures, guidance and templates found at <https://connect.ncdot.gov/resources/Environmental/Pages/Environmental-Compliance-Guides.aspx> (NRTR Guidelines tab).

The Draft NRTR will be submitted electronically in pdf form and include all figures and appendices. This is a change from what is listed in the document Preparing Natural Resource Technical Reports. The CONSULTANT will submit the final NRTR in pdf form and include all figures and appendices.

The CONSULTANT will provide a Natural Environment FSM Checklist, draft wex (Microstation) file, and aerial photograph providing the location of any wetlands and/or streams within the study area.

The CONSULTANT will have wetlands surveyed by a Licensed Professional Surveyor and

provide a PLS letter. GPS data and the draft wex (Microstation) file will be prepared in accordance with the CONSULTANT GPS-CADD guidance found at <https://connect.ncdot.gov/resources/Environmental/Pages/Environmental-Compliance-Guides.aspx> (NRTR Guidelines tab).

VI. TRAFFIC ANALYSIS

The CONSULTANT will provide a traffic analysis of the study area and will detail the traffic impacts associated with the project. The traffic analysis will analyze the AM and PM peak hours of the following scenarios:

- Existing Conditions (2015)
- Horizon No-Build (2040)
- Horizon No-Build; NC 115 Widening (2040)
- Horizon Build (2040)
 - Option 1 - Roundabouts
 - Option 2 - Traffic Signals

The Build scenario will analyze two (2) options associated with the project. Option 1 will analyze roundabouts at the project termini and Option 2 will analyze traffic signals at the project termini. The analysis will utilize Synchro/Sim Traffic and SIDRA traffic models as the simulation software platform.

The Consultant will collect existing traffic data at the following five (5) intersections, which will comprise the study area for the traffic analysis:

- NC 115 (Old Statesville Rd) & Mt Holly-Huntersville Rd
- NC 115 (Old Statesville Rd) & Gilead Rd/Huntersville-Concord Rd
- NC 115 (Old Statesville Rd) & N. Main St
- N. Main St & Mt Holly-Huntersville Rd
- N. Main St & Huntersville-Concord Rd

The Consultant will utilize historical traffic data to develop the No-Build scenarios. The Regional MPO Travel Demand Model will be reviewed to confirm the growth rate used to develop the No-Build scenario is appropriate. Basic level of service criteria and overall network operating characteristics will be used as the evaluation criteria for each scenario. A turn lane length analysis that includes turn lane storage length requirements based on projected future intersection traffic volumes will be included in the analysis results. Figures depicting project vicinity map; existing lane configurations; proposed lane configurations; Existing, Horizon No-Build and Horizon Build traffic volumes will be prepared for the study area accordingly. The analysis will be based on NCDOT Congestion Management guidelines.

VII. FUNCTIONAL / PRELIMINARY DESIGN

A. Design Criteria

The CONSULTANT will develop the design criteria for the project accordingly. These criteria will include:

- Design vehicle
- Available traffic design data

- Typical section type
- Terrain Type
- Design speed, posted speed and Traffic Control Plan design speed
- Lane and shoulder width (paved/total)
- Right of way widths
- Clear zone
- Minimum radii
- Maximum superelevation
- Maximum and minimum grades
- Vertical curve "K" values for crests and sag vertical curves

The need to accommodate sidewalks, bicycles, buses, and future transit in the project right-of-way will also be addressed in the Design Criteria. The CONSULTANT will submit the proposed Design Criteria, including typical sections, for review and approval by the Town of Huntersville & STATE. The approved design criteria will be used in developing functional and preliminary plans.

B. Mapping

The CONSULTANT will prepare mapping for functional design plans and preparing a planning report/environmental document. It is not intended to replace full location and surveys that will be required for the final design. The CONSULTANT will assemble and use available survey from the prior 2 way pair project and supplemented when necessary via Mecklenburg County and NCDOT GIS for the aerial photography, planimetrics, topography, property, and property owner information. The CONSULTANT will supplement the available planimetrics with field review and measurements using a measuring wheel ONLY for major survey items (i.e. the existing rail line location) to ensure accuracy. County Property GIS data will be checked online using Polaris. The CONSULTANT will also review design plans for the CATS RED Line project to approximate future location of rail lines, stations which will be depicted in the mapping as future by others.

1. Baseline Survey Control – There will be no control baseline, differential levels on baseline points, or temporary benchmarks
2. Topo and Property Information – The CONSULTANT will use the survey information from the prior 2-Way Pair project and verify ownership via Mecklenburg POLARIS. Topo will also be supplemented as required via NCDOT or Mecklenburg County topo.
3. Hydro – No hydraulic surveys are included.
4. Mapping – All CADD files will be generated using Microstation V8i, Geopak, and NCDOT mapping standards.
5. Property Owner Contacts – No property owner contacts or in person contacts will be anticipated unless access to the owners' property is needed to complete environmental work.

VIII. Functional / Preliminary Roadway Design

The CONSULTANT will develop functional and preliminary roadway design plans for the improvements to Main Street for up to two build alternatives. The functional and preliminary roadway plans will be prepared in accordance with the NCDOT Functional Design Guidelines and the NCDOT Preliminary Design Guidelines. The CONSULTANT will plot cross sections to establish the limits of construction and preliminary right-of-way lines. Final functional and preliminary design plans will be submitted to the TOWN and STATE for approval prior to approval of the environmental document.

All functional and preliminary designs furnished to the TOWN and STATE shall be prepared (in a bounded set of plan sheets approximately sized 22" x 34" or on a roll). The plans shall contain a cover sheet showing a layout of the plan sheets and numbers. The cover sheet shall also contain a project location map, vicinity map and index of sheets and a project description. Vertical grades and profiles shall be prepared on a profile roll with grids to indicate stations and elevations. Electronic CADD files will also be provided in Microstation V8i format.

Proposed retaining walls locations will be shown on the Functional and Preliminary Design Plans along with a functional level drainage concept.

IX. Public Workshop Map

The CONSULTANT will prepare a public workshop map/exhibit for the preferred alternative per NCDOT Guidelines to be used at public meetings and presentations.

X. Quantities & Cost Estimates

Utilizing mapping provided by the CONSULTANT, the CONSULTANT will prepare current right-of-way cost estimates for up to two build alternatives (construction & right of way and utilities). The CONSULTANT will prepare construction quantity estimates based on the functional and/or preliminary design. The CONSULTANT will use these quantities to determine cost estimates.

XI. ENVIRONMENTAL COMMITMENTS

The CONSULTANT will summarize environmental commitments as needed.

XII. AGENCY COORDINATION and PUBLIC INVOLVEMENT

A. Agency Coordination

1. Scoping Meeting

The CONSULTANT will coordinate with the TOWN and STATE to schedule an internal scoping meeting in Raleigh. The CONSULTANT will prepare a start of study letter, project vicinity map, and environmental features map for the meeting. The CONSULTANT will distribute the letters. The CONSULTANT will prepare a PowerPoint presentation and lead the meeting. The CONSULTANT will send up to four (4) people to the meeting, and will prepare a meeting summary.

The CONSULTANT will summarize project coordination with and input provided by State, Federal and Local agencies.

2. Rail Meeting

The CONSULTANT will coordinate one meeting between the TOWN, NCDOT Rail Division, and Norfolk Southern to discuss current and future at-grade crossings as well as improvements in the project area.

B. Public Involvement Tasks

1. Pre-Workshop Meeting

The CONSULTANT will send two staff members to a meeting to discuss the public workshops. The CONSULTANT will prepare a meeting summary.

2. Public Workshops

Two public workshops will be held, one at the beginning of the project and one near the completion of the study. The CONSULTANT will be responsible for locating and arranging the facilities for the workshops and will notify the public in advance of the workshops through the use of newspaper advertisements and/or appropriate signage. The CONSULTANT will send up to four (4) people to the workshops.

3. Council Briefings

The CONSULTANT will prepare any necessary information and presentation materials for the Town staff to use to brief the Town Council. It is assumed that the briefings will occur prior to the start of each public workshop.

4. Newsletters

The CONSULTANT will prepare and distribute two newsletters via USPS announcing the public meeting to persons on the project mailing list at least two weeks prior to each public meeting. The newsletter will be submitted to the TOWN and the STATE for approval. This scope of work assumes two review/revision cycles.

5. Mailing List

The CONSULTANT will develop and maintain a project mailing list for the life of the project.

6. Handouts and Display Boards

The CONSULTANT will prepare a 4-page color handout that will include general project information, project schedule, project map, description of alternatives, and a comment form. No PowerPoint presentation will be prepared for the meeting. The CONSULTANT will respond to one round of review comments from the TOWN and STATE.

The CONSULTANT will prepare up to six (6) display boards for each workshop:

7. Limited English Proficiency Services

If determined necessary from the Community Characteristics Report, the CONSULTANT will translate the post card/newsletter and meeting handouts into Spanish. The CONSULTANT will provide a translator at the public meetings.

8. Public Meeting Summary

The CONSULTANT will summarize the public workshops, including comments received during the public comment period immediately following the meeting.

9. Communication with Public

The CONSULTANT will prepare responses to questions and requests for information from the public, as directed by the TOWN.

XIII. COORDINATION

A. General Coordination

The CONSULTANT will maintain coordination with the TOWN and STATE throughout the duration of this scope of work. This coordination will include regular transmittals of project correspondence and records as well as telephone contact for items requiring immediate attention. Coordination will also be maintained by the CONSULTANT with appropriate state and local agencies having an interest in the project. The TOWN will be advised of all contacts with other agencies.

B. Progress Reports and Meetings

The CONSULTANT will prepare a written progress report each month the study is in progress. The progress report shall discuss accomplishments to date, provide percent of major tasks completed, provide current and updated project schedules, and identify outstanding issues or problems. The CONSULTANT will be available to meet with the TOWN, as needed, to discuss project status, activities, and schedules. This scope of work assumes six progress meetings.

Exhibit B

Compensation and Schedule

	Task	Lump Sum
1	PDEA	\$83,430.29
2	Natural Environment Studies (NES)	\$28,812.62
3	Human Environment Community Studies (HES-CS)	\$9,886.89
4	Human Environment Public Involvement (HES-PI)	\$15,622.34
5	Human Environment Noise & Air Quality (HES-N&A)	\$51,154.85
6	Roadway	\$54,993.75
7	Hydraulic	\$11,177.08
8	Other (Traffic Analysis and Railroad Coordination)	\$25,268.70
	Grand Total (Labor & Expenses)	\$280,346.53

PB shall perform the services set forth in Exhibit A within 12 months from the execution of this agreement.