

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # 2022-
STANDARD SERVICES CONTRACT**

THIS AGREEMENT is entered into this 10th day of August, 2021 by and between, The John R. McAdams Company, Incorporated, a North Carolina limited liability company with its principal business offices located at 2905 Meridian Parkway, Durham, NC 27713 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Those Services detailed in the attached PRGOS Master Plan Scope ("Scope of Services") dated July 12, 2021 and updated August 3, 2021, which is hereby incorporated into this Agreement.

In the event of a conflict between the terms of the attached Scope of Services and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no later than 21 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 12/31/2022. Individual services shall also be completed in a manner consistent with any timelines provided in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive \$100.00 per day as liquidated damages. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total base sum of \$ 280,375.00 for the base services and additional services outlined in the attached Scope of Services, to be paid according to the following schedule: 30 days from receipt of invoice. In addition to the base sum, Contractor will be reimbursed for expenses detailed in the attached Scope of Services in an amount not to exceed \$4,000.00.

Contractor will contact Town when total reimbursable expenses are nearing \$4,000.00 and agrees not to exceed this amount without prior written approval and issuance of a new purchase order from the Town. Contractor recognizes and agrees that eligible expenses will only be reimbursed upon production of receipts in a form acceptable to the Town confirming the expenses that were incurred. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this Agreement and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. An Umbrella Liability policy may be utilized to meet the required commercial automobile liability insurance minimum. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof

of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

When specified by the Safety and Risk Manager, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

12. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

13. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

14. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:

The John R. McAdams Company, Incorporated
2905 Meridian Parkway
Durham, NC 27713
Rachel Cotter, cotter@mcadamsco.com

TO TOWN: Town of Apex

Attention: Angela Reincke
PO Box 250
Apex, NC 27502
Angela.Reincke@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

16. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent

breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

19. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

25. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

26. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

27. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: McAdams
Name of Contractor (type on print)

By: [Signature]
(Signature)

Title: Vice President

Attest:
[Signature]
(Secretary, if a corporation)



Town of Apex

Catherine Crosby, Town Manager

Attest:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

July 12, 2021

Update: August 3, 2021

Mrs. Angela Reincke
Parks and Greenways Planner
53 Hunter St, Apex, NC 27502
Apex North Carolina 27529

**RE: Comprehensive Parks, Recreation Greenway and Open Space (PRGOS) Plan
Apex, North Carolina
P202000003**

Dear Mrs. Reincke:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is McAdams' understanding that the Town of Apex wishes to develop a comprehensive parks, recreation, greenway and open space master plan for a ten-year planning horizon. The below outlines the scope of services needed to complete the master plan.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

BASIC SERVICES: PARKS, RECREATION, GREENWAY AND OPEN SPACE MASTER PLAN

Park Planning Assumptions:

- > This proposal is for comprehensive master planning services only.
- > McAdams will work closely with Town of Apex Parks, Recreation and Cultural Resources Department (PRCR) staff and with other Town Planning, Engineering, and Administrative staff as needed to complete the plan. McAdams will be provided information necessary to complete the plan.
- > Access to the property will be made available during the project via the PRCR Director or appointed staff.
- > Any additional consultants or services beyond those specifically indicated within the proposal will be additional.
- > Previously completed site survey, geotechnical reports, investigations and studies will be provided to McAdams by the Town for use in developing any concept plans or site specific master plans.

Greenway Assumptions:

This proposal is based on the following assumptions:

GIS or other georeferenced data (AutoCAD) will be provided to the project team that reflects the Greenway & Sidewalk recommendations presented in the 2014 PRGOS Master Plan and the Town's Bicycle and Pedestrian System Map (outcome of Bike Apex)

- > This proposal is for trails and greenways planning only and does not include detailed feasibility studies, 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 will work closely with the PRCR staff and other departments to complete the study. McAdams will be provided information from the PRCR staff as necessary to complete the study.
- > Access to applicable Town facilities will be made available.
- > Any additional consultants or services beyond those specifically indicated within the proposal, will be additional.

R8.00 Staff Meetings

FEE: \$25,090

Kick-Off Meeting + Review of Existing Planning Documents - We will begin the planning process by conducting a kick-off meeting with PRCR staff and other Town staff as desired to review the project goals and objectives, establish lines of communication, finalize the project schedule, outline the public engagement process, and begin gathering data. The greenway planning process will also be discussed during this meeting to provide additional efficiencies and coordination.

Inter-Departmental Review: The project team will facilitate a meeting with other departmental staff such as Development Services, Engineering, Public Works & Transportation, Planning & Community Development and Utilities Engineering. The intent of this meeting will be to understand larger, aspiration goals of the Town such as smart growth, land use, connectivity, equity, sustainability and other initiatives. Such initiatives will be integrated into the planning process with the vision of implementing such initiatives through park, recreation and trail recommendations.

Interjurisdictional Coordination: The project team will facilitate a half-day workshop with adjacent jurisdictions to discuss greenway corridor connections and priorities to ensure a well-connected and coordinated greenway network plan is developed.

Asset Mapping: The project team will facilitate a full day asset mapping workshop (morning session and afternoon session) with PRCR to better understand the existing status of the department. Asset mapping identifies an agencies strengths that build brand and market definition, while bringing awareness to threats to the Town's assets that need resolution as part of this plan

Summary of Findings: The project team will facilitate a full day workshop (morning session and afternoon session) with PRCR staff to present the findings of the plan's inventory and analysis. These meetings will allow staff an opportunity to provide feedback and input on plan recommendations.

Draft Recommendations: The project team will facilitate a full day workshop (morning session and afternoon session) with PRCR staff to present the plan's draft recommendations and solicit input before finalizing and sharing with the public or Council.

3 Council Presentations: This scope provides for the following Council meetings:

- > Asset Mapping at project initiation
- > Summary of findings presentation
- > Present draft recommendations

R8.01 Community Engagement

FEE: \$31,080

The project team proposes the following public meetings and other methods of community engagement to understand resident's perspective on needs, quality and level of services provided by local parks, facilities and trails.

2 Public Meetings (virtual): The project team will facilitate two virtual community engagement meetings, each lasting up to two hours. These meetings are intended to provide a convenient platform for resident input on broad and general recreation topics.

2 Community Events The project team will attend two community events lasting up to four hours each to solicit input from a broad resident representation. In the event this must take place virtually, the team may facilitate multiple engagement sessions throughout a given day(s), totaling eight hours of time.

Publicinput.com: The project team will provide information to the Town for coordination with publicinput.com. Included in this information will be content for a public opinion survey (optional) and project updates. Collating the results of the public opinion survey will be the responsibility of publicinput.com. The project team will incorporate the results into the summary of findings as part of the community engagement summary.

Four (4) Focus Groups: The project team will facilitate up to four (4) focus groups, lasting two hours each. The focus group attendees will be selected in collaboration with the Town and are intended to be topic specific.

INVENTORY + ANALYSIS

R8.02 Site Visits

FEE: \$10,400

The project team will conduct a total three (3) full days of greenway site visits and two (2) full days for parks and facilities. One of the three greenway site visits will be conducted with the Town staff to review existing conditions of greenways and locations of proposed corridors and the second site visit will be to validate the team findings from desktop reviews. Similarly, we invite Town staff to attend the park and facility tours to provide insight on perceived strengths and weaknesses of each park / facility. In addition, McAdams team will conduct an additional one full day site visit during feasibility studies task (see Additional Services Below) to review the ground conditions of proposed priority corridors.

R8.02 Planning Context + Review of Relevant Documents

FEE: \$6,800

This task will include a comprehensive review of adopted plans and studies such as the Town's comprehensive plan, Unified Development Ordinance, or any other relevant planning documents such as transportation plans, previous comprehensive parks and recreation plans, or similar studies. This task will also include a review of relevant local, neighboring community, county and regional plans, as well as studies and policies related to parks, open space, greenways and trails. The team will review the recommendations provided in the above documents, identify those that have been completed and confirm those that remain priorities for the Town. Those that remain a priority will be incorporated into the plan recommendations.

R8.03 Review of Demographics + Recreation Trends

FEE: \$4,000

The Consulting Team will utilize the Town's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- > To understand the market areas served by the park and recreation system and distinguish customer groups;
- > To determine changes occurring in the Town and region, and assist in making proactive decisions to accommodate those shifts; and

The Town's demographic analysis will be based on US 2020 Census information, current projections, and 5 and 10 year projections. The following demographic characteristics will be included:

- > Population density
- > Age Distribution
- > Households

- > Gender
- > Race and Ethnicity
- > Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the current issue of the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, and ESRI local market potential. Additional recreation trends will be outlined using data sources such as participation trends from the Outdoor Foundation on outdoor recreation trends and current NRPA, the Trust For Public Land, and other industry publications.

R8.04 Site Inventory, Analysis and GIS Mapping

FEE: \$15,280

Existing Conditions Base Map: An accurate, comprehensive digital base map for the study will be essential to analyze critical information, issues and opportunities; develop and analyze level of service; evaluate distribution of parks; review trail alignments and connections; and present clear information to interested stakeholders. This task will gather additional data related to park and greenway planning, including coordination of information and data from various local and state agencies. Additionally, McAdams team will assist the Town staff digitize plat records of easements (tracing effort from PDFs to Shapefiles) for up to sixteen hours of effort. Other additional data gathered specifically to address greenway planning will include:

- > Relevant GIS shapefiles from previous planning efforts including georeferenced data reflecting all proposed greenway needs (provided by the Town);
- > Additional GIS data such as rights-of-way, topography, streams, flood plain, utilities, easements and other information;
- > Existing parks and recreation facilities (locations / addresses / PIN numbers to be provided by the Town if ArcGIS layers are not available).
- > 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;
- > Aerial photography;
- > Major neighborhoods;
- > Primary transportation routes,
- > Jurisdictional boundaries;
- > Planned Transit stops;
- > Schools;

> High Density housing

The map will demonstrate where there are gaps in service as it relates to public parks, facilities and greenway connections, and will be used as the basis for recommendations aimed at providing equitable distribution of parks and recreation offerings across the Town; identifying possible locations for land acquisition and closing gaps in connectivity.

Additionally, in collaboration with the Town's PRCR staff and planning department staff, this task will be used to develop and depict logical "zones" for planning purposes. Criteria for zone establishment will be developed and approved by the Town and used throughout the planning process to geographically define user preferences; target an equitable level of service and amenity offerings; and distribute exactions. These zones can be cross referenced with the results of the statistically valid survey to better understand user preferences, needs and wants on a more detailed level.

G8.01 Validate Proposed Greenways:

FEE: \$3,840

Using proposed greenway corridors presented in the 2021 maps, the team will validate the corridors and consolidate proposed corridors. The validation process will:

- > Identify gaps in sidewalks, greenways and access to transit stops and schools (Safe Routes To Schools);
- > Identify priority destinations; and
- > Highlight issues and opportunities related to the proposed greenway corridors.

Based on a desktop review of the proposed corridors, we will identify key issues and opportunities including:

- > Existing and potential connections and trailheads;
- > Potential improvements to adjacent infrastructure;
- > Significant land uses and points of interest;
- > Environmental conditions;
- > Cultural, historic and archeological resources;
- > Land division and ownership conditions; and
- > Alignment challenges / opportunities including:
 - > Stream crossings;
 - > Challenging grades;
 - > At-grade road crossings;
 - > Crossing beneath bridges;
 - > Observed wetlands;
 - > Natural areas to be avoided / included;
 - > Relationship to adjacent property uses; and
 - > Opportunities for coordination with stream restoration projects.

The resulting opportunities and constraints map will be used as the basis for recommended alignment revisions that will be incorporated into the greenway network plan.

R8.05 Level of Service (LOS) & Benchmarking:

FEE: \$4,000

During this phase, the team will utilize data gathered from reviews of current conditions, inventory, analysis, and public input to establish the existing Level of Service (LOS) within the parks and services provided. LOS may include (but are not limited to) metrics such as acres of parkland (open space) per 1,000 population, number of facilities per 1,000 population, operating budget per resident or acreage of parkland, miles of trails per 1,000 population, full time equivalent (FTE's) staff per acres of parkland, etc.

Based on the community and staff input, national standards and best practices, user preferences as identified within the survey data and public input collected, and NRPA park metrics benchmarking data, a set of goals for future LOS will be determined. The goals will help establish the long-range vision for future improvements to facilities, program participation, revenue recovery, and other metrics used to measure department performance.

See below tasks under “Subconsultants” for additional site analysis and recommendations and program, operational, maintenance and financial assessments.

MASTER PLANNING DOCUMENT

R8.06 Draft Master Plan:

FEE: \$15,440

Based on all data collected and analyzed with comparison to the level of service goals established within the level of service task, the team will begin to formulate specific recommendations for each area of focus for the Town’s Parks and Recreation Department (land, facilities, operations, programs, financing). In addition to recommendations for new facilities, specific recommendations may include improvements within the existing facilities and parks such as areas of maintenance, replacement, expansion, and/or modification. The plan will also identify geographic gaps of service and provide useful information regarding locations for new facilities, parks and future land set asides. The master plan will make specific recommendations related to parks + facilities, the arts, programs, operations + maintenance, finances and health outcomes.

G8.02 Greenway Network Analysis

FEE: \$ 14,800

Network Development: Based on the opportunities and constraints map developed in the validation task above, the team will consolidate all proposed greenway corridors into one Town-wide network plan. The plan will incorporate

any updates to greenway routing based on opportunities and constraints identified above, to minimize environmental impact, reduce cost and improve user safety and experience. This network will seek to connect desired locations (schools, parks, business districts, employment centers, transit stops, etc.) with greenways, multi-use paths and/or sidewalk / bike lane pairs to provide a complete system of biking and walking alternatives. The network will be designed to suit a wide range of users and serve all Apex residents. Greenway network analysis will reflect the input from citizens, Town staff, elected officials, stakeholders and adjacent jurisdictions. Network recommendations will complement Apex planning efforts including land use, zoning, transportation, and utility expansion plans.

Prioritize Corridors: Once the network plan is developed, the project team will work with the Town staff to refine and establish the current evaluation criteria for ranking priority corridors (used for LAPP funded projects examples) based on community, staff and elected officials input. Ranking criteria will be developed prior to evaluating any alternatives and will be used to rank greenway corridors in later phases of the project. Creating consensus around priorities early in the process results in more objective evaluation of alternatives. In addition, community connector corridors will be identified during this phase of the project to provide regional connectivity from Town of Apex.

Graphic Illustrations: The project team will prepare up to three graphic illustrations of the trails and greenways illustrating the relationship between the components at various locations. The Town of Apex design requirements, along with building standards, functionality and aesthetics will be the primary focus in generating graphic illustrations. The three key areas will be identified during the site visits for before-after scenarios to highlight the placemaking and aesthetic component associated with greenway trails design.

Greenway Funding: The project team will identify potential implementation strategies including land acquisition and funding sources specific to greenway planning, design, and construction. The project team will 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):

- > Local public works and parks and recreation;
- > Parks and Recreation Trust Fund (PARTF);
- > NC Clean Water Trust Management Fund;
- > Federal government;
- > FAST Act, and other NCDOT, FHWA funding
- > Nonprofit organizations;
- > Public-Private partnerships;
- > Zoning requirements;
- > Development fees; and
- > Developer Constructed.

R8.07 Action / Implementation Plan:

FEE: \$3,600

Based on the Master Plan recommendations as identified above, the team will prepare an Action Plan that outlining the priority needs based on a 10-year planning horizon. The plan 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 and land acquisition strategies. Each action item will be prioritized as short term, mid-term, or long term. The draft plan will be presented to Staff for comment. Based on such review comments, the Action Plan will be finalized and the final Master Plan will be presented by public hearing at a Town Council meeting for approval and adoption.

R8.08 Final Master Plan Document

FEE: \$3,910

A final master plan document will be prepared for delivery to the Town and adoption by Town Council. The plan will summarize the planning process and recommendations, and typically includes the following chapters:

- > Executive summary
- > Inventory + analysis
- > Level of service and benchmarking
- > Community engagement / Need Assessment
- > Guiding principles & Recommendations
- > Action + Implementation Plan

The plan will be developed with best practices in graphic communication and include tables, charts, maps and other graphics to ensure key points are clearly presented.

The project team will deliver electronic copies of all files and graphics developed for the plan in both native file formats and pdf. One hard copy of the final plan will be delivered for the Town's use.

R8.09 Project Management + Coordination

FEE: \$28,140

Comprehensive parks, recreation, greenway and open space plans require significant proactive communication and coordination between team members, Town staff, elected officials and other stakeholders. This task includes the following:

- > All correspondence (phone, email or other platform);
- > Management of project schedule;
- > Management of project budget and invoicing;
- > Attendance by two staff at byweekly meetings;
- > Execution of the McAdams QA / QC process; and
- > Any additional tasks associated with maintaining the project schedule, budget, or quality.

This scope and fee assume a twelve (12) month project duration and approximately one hour of project management time per week. If the project timeline is extended for any reason, or if project management tasks exceed these assumptions, additional project management fees may apply.

SUBCONSULTANTS

SAGE DESIGN

L8.10 Review of past inventory:

FEE: \$4,200

SageDesign will present the client with a worksheet document for completion in order to provide an updated analysis of past park inventory items. This will include identification of the following (but not limited to) review items per park:

- > What items have been completed since the last master plan
- > What features are new?
- > Have any features been added to the system?
- > Have any park features been removed from the system.

This will include an assessment and summary write up by SageDesign. We are not proposing a re-inventory as completed in the previous plan; we are proposing review of for major non-compliance issues and integrate recommendations from town-wide ADA plan into each park assessment.

L8.11 Physical Setting/Gap Analysis

FEE: \$14,175

SageDesign will use aerial photography, existing GIS data, and property boundary information to help illustrate existing conditions and for reference during the analysis. The analysis will utilize Inventory asset Mapping and be conducted in response to goals and vision. SageDesign will evaluate each of the parks in relationship to the goals and vision. We have allocated client and/or planning team time and coordination to set up this review and potentially visit sites that are new and/or need more evaluation. This will also include an overview evaluation of items such as:

- > undeveloped parkland acreage
- > connection to programs offered & ages served at programmed sites
- > type of facility and accessibility rating to the public (incl. size)
- > features and amenity distribution equity within the town
- > availability to the public (access - transportation, connectivity, hours, physical, etc.) in addition to the other observations.

This information will be presented graphically with notations and in chart form.

Using the above information SageDesign will identify gaps based upon inventory findings and identified asset mapping features to create needs/ideas chart listing within each park for the team to utilize in park concept creation

ETC INSTITUTE**L8.20 Statistically Valid Public Input Survey:**

FEE: \$15,400

The team shall conduct the survey in a method that provides statistically valid data to identify current demands and future trends regarding recreation facilities, greenways, programs, events, and festivals. This will be accomplished by administering a statistically valid random sample survey to a minimum of 300 households within Town of Apex for use in short and long-range planning.

The team has the capabilities of administering the survey by mail, internet, or phone. However, we recommend using a combination of mail, internet, and phone. Given the negative impact Caller ID has on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail / internet / phone to maximize the overall level of response. This approach enables the team to control the distribution of the survey instrument so that respondents closely match the census demographics for the Town. It is anticipated that the survey will be up to 6 pages in length and take approximately 13-16 minutes to administer over the phone. This length will allow for 25-28 questions to be asked, many with multiple components. Overall results for the survey will have a 95% level of confidence with a margin of error of + / - 5% overall.

The survey will be developed so that it can be seamlessly integrated into other master planning tasks. Questions will address a full range of strategically important issues such as:

- > Usage and satisfaction with current recreation facilities and programming.
- > The need for and identification of future programming.
- > The need and unmet need for indoor and outdoor recreation facilities.
- > Support for various revenue generating alternatives.
- > Partnership development.
- > Overall service delivery.

The team will conduct up to eight cross-tabular comparisons of survey results by key demographic factors, such as gender, age of respondent, length of residency, income, users / non-users of recreation services, location of household, etc.

PROS CONSULTING**L8.30 Kick-off Meeting / Coordination**

FEE: \$2,940

A virtual kick-off meeting should be attended by the key Town of Apex staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team **(virtual attendance)**.

L8.31 Recreation Program Assessment

FEE: \$6,342

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the agency aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- > Age segment distribution
- > Lifecycle analysis
- > Core program analysis and development
- > Similar provider analysis/duplication of service
- > Market position and marketing analysis
- > Review of program development process
- > Backstage support, or service systems and agency support needed to deliver excellent service

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants (**virtual attendance**).

L8.32 Operational and Maintenance Review

FEE: \$6,594

The Consulting Team will review, refine, if necessary, maintenance protocols for parks, open spaces and greenways to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

The Consulting Team will perform an analysis of the current practices of the Town to evaluate its operational situation. This analysis will identify future Town organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified. (**Assumes 2-day site visit is included - Trip #1**)

L8.33 Financial Assessment

FEE: \$4,389

The Consulting Team will perform analysis to identify the financial situation of the Department over the last five (5) years. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- > Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- > Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making
- > Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue

This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified (**virtual attendance**).

L8.34 Funding and Revenue Alternatives

FEE: \$1,470

Funding strategies and alternatives will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- > Fees and charges options and recommendations
- > Endowments/Non-profits opportunities for supporting operational and capital costs
- > Sponsorships to support programs, events, and facilities
- > Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- > Dedicated funding sources to support land acquisition and capital improvements
- > Development agreements to support park acquisition, open space and park and facility development
- > Earned Income options to support operational costs
- > Land or facility leases to support operational and capital costs
- > Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

L8.35 Implementation Plan Development

FEE: \$2,310

Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines and teams. This will be reviewed with senior Town staff in a half-day workshop.

(In- Person attendance - Trip #2)

L8.36 Report Development and Town Briefing

FEE: \$1,470

The Consulting Team will present the Master Plan to the Town Council in the form of a briefing. **(In-person attendance - Trip #3)**

ADDITIONAL SERVICES

SITE MASTER PLANNING – WEST STREET PARK

Project Initiation + Site Analysis

FEE: \$9,160

Park History / Planning Perspective - McAdams will coordinate with the Town of Apex Parks and Recreation Department and other Staff to understand the park's history and regulatory context. As part of this process, we will review:

- > Relationship to adjacent existing parcels and neighborhoods;
- > Zoning ordinances and development standards
- > Previously completed site assessments and related studies;

Site Analysis - McAdams will complete a site analysis, including one site visit to assess the existing physical, environmental, and aesthetic condition of the park to gain an understanding of the general context of the site (site access, adjacent land uses, proximity to other parks and civic uses, pedestrian connections, general character, etc.).

Electronic Base Map Preparation - This task includes preparation of an electronic base map (site survey data to be provided by the Town if available, otherwise readily available GIS data will be used) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (wetlands, streams, floodways / floodplain), adjacent roads, easements, utilities, site access, topography, existing structures, paving, etc.

Note: *This scope of services assumes GIS data is readily available and adequate for the level of planning desired. If a site survey, geotechnical exploration, jurisdictional waters determination or cultural / environmental studies are required, McAdams can provide these services at an additional cost.*

Master Planning

FEE: \$14,640

Community Engagement Meeting – To attain the maximum number of points on a PARTF grant application, a public engagement meeting dedicated to the project must be held. This task includes facilitation of a four (4) hour in-person community engagement meeting or attendance at a local event to solicit feedback from attendees.

Parks + Recreation Advisory Board – This task allows for attendance at one Parks and Recreation Advisory Board to solicit feedback on the proposed master plan. If additional attendance is requested, it may be combined with one of the meetings listed under the comprehensive plan.

Conceptual Plan - Based on information gathered from the site analysis, coordination with Town Staff, and results of the comprehensive plan, McAdams will develop up to two (2) preliminary concept plans for review by the Town staff. The concept plans will depict the overall design concept, recreation elements, location of amenities, vehicular and pedestrian circulation. The concept plans will be presented to staff for one round of comment and discussion. Based on the staff comments, McAdams will refine one of the preliminary concept plans into one final rendered master plan concept.

Staff Meetings:

This task includes:

- > One virtual meeting with Town staff to review the preliminary concept
- > One virtual meeting with Town staff to review final concept sketch before final color rendering

Based on the final conceptual design, the design team will provide a master plan level estimate of probable construction cost for phase I improvements meeting the requirements a PARTF grant application. Our team of skilled cost estimators and extensive project experience has allowed us to develop a database of construction costs from which to draw.

R8.60 Master Plan Report

FEE: \$11,280

Based on the selected master plan design, and results of the studies and community engagement completed by McAdams and the Town, the project team will develop a complete master plan document summarizing the project process, existing conditions and proposed master plan design. The master plan document will include all elements required as part of a competitive PARTF grant application.

R8.96 PARTF Grant Exhibit:

FEE: \$1,320

The project team will prepare a color-coded exhibit in compliance PARTF grant application.

Note: this scope excludes preparation of the PARTF grant application

GREENWAY FEASIBILITY STUDIES

FEE: \$ 16,865

Based on the results of the corridor prioritization task described above, detailed corridor studies (maximum of three (3) as part of the comprehensive master plan project) will be conducted to set up these projects for future implementation. Cut-sheet information for the recommended proposed alignment for each corridor includes:

- > Detailed corridor map which identifies streams and wetlands, roads, neighborhoods, schools, parks, and existing pedestrian / bicycle facilities as well as adjacent greenway projects
- > Crossings & Access:
 - Pedestrian bridge and underpass locations

- Pedestrian crosswalk locations
 - Trailhead/parking locations
- > Routing challenges and opportunities addressing items including but not limited to:
 - Topography
 - Stream crossings
 - Floodplain impacts (includes desktop review of stream corridors, wetlands, FEMA floodplain)
 - Observed wetlands
 - Road crossings
- > Project Snapshot:
 - Project Location
 - Project Type
 - Length of Project
 - Estimated Construction Year
 - Trail Trip Generators (i.e. key destinations and activity hubs)
- > Previous Planning Efforts
- > Potential Right-of-Way Needs
 - Total estimated area needed
 - Number of impacted parcels that are privately owned (not Town or County)
 - Number of impacted property owners
- > Potential Permitting Needs
- > Estimated Project Costs
 - Estimated 2021 Construction Costs
 - Escalated Construction Costs (adjusted to reflect the project's estimated construction year)
 - Contingency
 - Estimated Right-of-Way Costs
 - Estimated Design Services
 - Estimated Construction Engineering and Inspection (CEI) services
- > Potential Funding Sources

Note: Additional corridors for feasibility studies will be considered stand-alone projects and considered as additional services to this contract.

FEE SUMMARY

<u>TASK</u>	<u>FEE</u>		
BASIC SERVICES: PARK + REC + GREENWAY MASTER PLAN			
Staff Meetings	\$ 25,090.00		
Community Engagement	\$ 31,080.00		
Inventory + Analysis	\$ 44,320.00		
Master Planning Document	\$ 43,390.00		
project management and coordination	\$ 28,140.00		
Sage Design	\$ 14,175.00		
ETC Institute	\$ 15,400.00		
PROS	\$ 25,515.00		
Total Basic Services	\$ 227,110.00		
ADDITIONAL SERVICES			
Site Master Planning - West Street Park	\$ 36,400.00		
Feasibility Studies (3 Corridors)	\$ 16,865.00		
Total Additional Services	\$ 53,265.00		
Reimbursables (est.)	\$ 3,909.20	<i>includes PROS travel</i>	
Grand Total	\$ 284,284.20		

EXTRA SERVICES

J. Additional Services:

When requested by the Owner and confirmed by the Owner and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

CLIENT'S RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed
- > Timely approval of draft reports presented for Client approval
- > If needed, timely providing of information from other professional services
- > Payment of all application and permit fees
- > Payment of Engineering invoices
- > Notification to project manager of any problems
- > Provide all data as outlined herein, including, but not limited to, relevant GIS data, and current and projected population data and trends

EXCLUSIONS

The following services are not included in this Agreement:

- > Court appearances for litigation, or preparation for same
- > Revised directives from Client after the site investigation has begun
- > Design, engineering or surveying services not specifically described herein
- > Environmental investigations that are wetland / stream delineations, wetlands surveying, wetlands permitting
- > Detailed traffic studies or engineering

GENERAL CONDITIONS

- > This proposal is valid for 30 days from the above date
- > Owner and / or Client are responsible for all application and permit fees

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Amos Clark, Vice President
Public Sector

RC/lgh

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____