

COUNTY OF WAKE

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between, Stantec Consulting Services Inc., a North Carolina corporation with its principal business offices located at 801 Jones Franklin Road, Suite 300, Raleigh, NC 27606 (the “Design Professional”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Design Professional may collectively be referred to as “Parties” hereinafter.

**WITNESSETH:**

WHEREAS, the Town is engaged in the utilization and operation of Town buildings, infrastructure, and facilities which from time to time require design, revision, engineering, evaluation, surveying, testing, architectural services and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others are at times needed by the Town for the services as described above; and

WHEREAS, Design Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, the Town has announced the requirements for said services and selected Design Professional in accordance with the criteria and procedure provided in N.C.G.S. 143-64.31.

NOW THEREFORE, the Town and the Design Professional, for the consideration stated herein, agree as follows:

**1. SCOPE OF SERVICES.**

The Design Professional agrees to perform for the Town the following services: Engineering Survey, Public Involvement, Planning and Design Services as provided in the attached fee summary titled “Apex Design Fee” dated October 19, 2020 and scope titled “Scope for Consulting Services, Downtown Streetscape and Parking Design.” In the event of a conflict between the terms of the attached Scope of Services or Design Fee (hereinafter collectively “Scope” or “Scope of Services”) and this Agreement, this Agreement shall control.

## **2. SPECIFICATIONS.**

Design Professional 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.

## **3. TIME OF COMMENCEMENT AND COMPLETION.**

Design Professional shall commence the work required in this Agreement no later than 15 days after the date of execution of this Agreement, and the Design Professional shall complete entire work no later than August 31, 2022. Additionally, Design Professional shall perform in accordance with any individual timelines provided in the attached Scope of Services. If Design Professional 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. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Design Professional.

## **4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Design Professional the total sum of \$614,597.00. The costs attributed to specific services are as shown in the attached Scope. In the event the Town requests that any service shown in the Scope not be performed, the total sum designated in this section shall be reduced by the corresponding amount attributed to that particular service in the Scope. Invoices from Design Professional for services performed shall be paid by the Town within thirty (30) days from receipt of invoice. Town has the right to require the Design Professional to produce for inspection all of Design Professional's records and charges to verify the accuracy of all invoices. Town shall pay Design Professional's invoices at times set forth above unless a bona fide dispute exists between Town and Design Professional concerning the accuracy of said invoice or the services covered thereby.

## **5. CHANGE ORDERS**

- A. In the event Town requests changes or additions to the services that are not covered by the Scope, these changes will not invalidate or relieve Design Professional from any guarantee it has given in this Agreement. Changes in work shall *not* proceed without a Change Order approved by the Town. Design Professional shall provide a complete breakdown of all costs associated with the Change Order request. No claim for adjustments of the Agreement price or the completion date shall be valid unless the procedure outlined in this Section is followed. Any work performed pursuant to an approved Change Order shall be governed by the terms of this Agreement.
- B. Change Orders shall be submitted by the Design Professional for the Town's review and approval. Design Professional shall provide a detailed scope and all applicable supporting information. The Town shall respond to the Design Professional's proposal within fourteen (14) days of receipt of the proposal. If accepted, the Town shall prepare the Change Order for the Design Professional's signature. The Town shall execute the approved Change Order within seven (7) days of receipt from the Design Professional. In the event a Change Order cannot be agreed upon by the Parties, nothing in this Agreement shall preclude the Town from performing, or having performed, the work requested in a Change Order.

## **6. INDEMNIFICATION.**

To the extent permitted by law, the Design Professional agrees to indemnify and hold harmless (but not defend) the Town of Apex, its elected and appointed officials, and employees, against any and all losses, damages, and expenses, including all costs connected therewith, for any damages which may be claimed or recovered against or from the Town of Apex, its elected or appointed officials, and employees, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, to the extent caused by the negligent acts, errors, or omissions of Design Professional.

Design Professional shall not be liable to the Town for damages related to loss of profits, loss of income, unrealized energy savings, diminution of property value, or loss of reimbursement of credits from governmental or other agencies.

## **7. APPLICABILITY OF LAWS AND REGULATIONS.**

The Design Professional shall adhere to all applicable 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 applicable laws of the State of North Carolina.

## **8. E-VERIFY COMPLIANCE.**

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

## **9. STANDARD OF CARE.**

Design Professional agrees to perform the work with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the work at the time when and the location in which the work was performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Design Professional's performance.

## **10. INSURANCE.**

The Design Professional 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. If the policy has a blanket additional insured provision, the Design Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Design Professional shall maintain professional liability insurance in the minimum amount of \$1,000,000 and maintain and show proof of workers' compensation insurance, and employer's liability insurance in the minimum amount of \$1,000,000. The Design Professional shall provide notice of cancellation, non-renewal, or reduction 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 Design Professional 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 Design Professional shall attend a pre-project safety review meeting with Town representatives and the Safety and Risk Manager prior to the start of work.

#### **12. DEFAULT.**

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

#### **13. OWNERSHIP OF DOCUMENTS.**

Upon full payment of all monies owed to Design Professional, all designs, drawings, specifications, design calculations, notes and other works developed in the performance of this Agreement shall become the property of the Town and may be used on any other design or construction without additional compensation to the Design Professional. The use of the design, including specifications, by any person or entity, for the purpose other than as set forth in this Agreement, shall be at the full risk of such person or entity and the Design Professional shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use. The Parties acknowledge and agree that nothing in this section shall limit the ownership rights, access, or use of the above referenced works by the Design Professional.

#### **14. TERMINATION FOR CONVENIENCE AND DEFAULT.**

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Design Professional. Design Professional shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Design Professional for all services satisfactorily performed. The Design Professional may terminate this Agreement upon seven (7) days' notice in writing in the event the Town has committed material breach of this Agreement. Non-payment of the Design Professional's invoices will be considered a material breach of this Agreement.

#### **15. 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 DESIGN PROFESSIONAL:

Stantec Consulting Services Inc.  
Attention: Mike Lindgren  
801 Jones Franklin Rd, Suite 300  
Raleigh, NC 27606  
Email: [Michael.lindgren@stantec.com](mailto:Michael.lindgren@stantec.com)

TO TOWN:

Town of Apex  
Attention: Russell Dalton  
PO Box 250  
Apex, NC 27502  
Email: [Russell.dalton@apexnc.org](mailto:Russell.dalton@apexnc.org)

**16. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Design Professional 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 pandemic, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. BINDING EFFECT.**

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

**24. ASSIGNMENT.**

Design Professional 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 Design Professional from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist Design Professional in the performance of services rendered.

**25. INDEPENDENT CONTRACTOR.**

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

**26. 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. Town shall provide notice to Design Professional in the event the Town fails to appropriate funds, and in such event Design Professional's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

**27. 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 Design Professional hereby certifies that the Design Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Design Professional will not utilize any subcontractors found on the Final Divestment List.

**28. ANTI-HUMAN TRAFFICKING.**

The Design Professional warrants and agrees that no labor supplied by the Design Professional or the Design Professional'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.

**29. 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 \_\_\_\_\_, 20\_\_.

**Design Professional**

Name: Craig Lewis  
Name of Design Professional (type or print)

By: *Craig S Lewis*  
(Signature)

Title: Principal

Attest: *JHP*  
Assistant Secretary, (a corporation)



**Town of Apex**

\_\_\_\_\_  
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



Stantec Consulting Services Inc.  
801 Jones Franklin Road Suite 300, Raleigh NC 27606-3394

**Apex Design Fee**

**SUMMARY**

**Monday, October 19, 2020**

<b>Task No.</b>	<b>Task Name</b>	<b>Fee</b>
1	Salem Streetscape	\$271,206.00
2	Commerce Alleyscape	\$50,652.00
3	Seaboard Alleyscape	\$50,818.00
4	Downtown Parking (includes Smart Parking)	\$105,140.00
5	All Physical Surveys	\$66,850.00
6	All Geotech/ESA	\$25,502.00
7	All Utilities	\$44,429.00
<b>Total Fees for Four Projects</b>		<b>\$614,597.00</b>



**Town of Apex**  
**Scope for Consulting Services**

**Downtown Streetscape and Parking Design**

Submitted to:

*Town of Apex*

BY:

***Stantec Consulting Services Inc.***

***801 Jones Franklin Road, Suite 300, Raleigh, NC 27606***

***2127 Ayrley Town Boulevard, Suite 300, Charlotte, NC 28273***

***Principal-in-Charge, Mike Lindgren, PE***

***Project Manager, Amanda Morrell, PLA***

## ***Brief Project Description from the Request for Statements of Qualifications Issued by the Town of Apex on June 17, 2020 for Downtown Streetscape and Parking Design***

*Specifically, the Town is seeking to redesign the streetscape on the town-maintained portion of Salem Street between Center Street and Chatham Street, as well as improve the streetscape along Commerce Street and Seaboard Street, the alleys parallel to Salem Street. Additionally, the Town would like to improve and expand the public parking lots accessed from Templeton Street and Saunders Street west of Salem Street. Portions of the project may include privately owned property, and both ends of the Salem Street corridor within the scope of the project intersect state-maintained roadways. This project is within a National Register Historic District.*

### **Project Approach**

Throughout the duration of the project, the Stantec team will coordinate with the Town of Apex's Project Manager to complete the documented tasks and services. For us, project management is vital and must be provided as an ongoing activity. We are highly responsive via email and phone on an as-needed basis throughout the process. Coordinating the tasks and various specialties required to execute a highly detailed public realm project of this nature will be a key role of the project manager. We will setup a regular check-in meeting that will run every two weeks during Phases 1 and 2 and weekly during Phases 3, 4, and 5.

Also, Stantec relies on intensive public input processes to guide design projects and aspects of outreach and engagement will be woven throughout the approach provided. Stantec's unique combination of creativity and technical knowledge will serve the Town of Apex during the implementation of this critical public infrastructure investment. As we stressed during the Downtown Master Plan process, these areas should be designed for people and incite vibrancy in the heart of Apex. Please refer to the ***Public Engagement Plan*** for a deeper understanding of the planned public facilitation.

### **Phase 1 Project Initiation & Surveys (8 weeks)**

#### **Task 1.1 Town Staff & Design Team Kickoff + Site Visit/Walking Tour**

The consultant will provide information (study area boundary and downtown concepts) to be uploaded one week prior to a Virtual Pre-App Meeting with all relevant Town Departments. The Virtual Pre-App meeting will take place one week prior to an on-site visit. During that virtual meeting, department representatives will be invited to participate in the on-site walk through.

The Consultant's discipline leads will schedule a kickoff with the Town of Apex to initiate the project once a notice to proceed is received. We propose a project team meeting and field visit in-person following social distancing guidelines (masks, spacing, etc.). The project management team will review the scope of work and project schedule during this conversation and establish clear milestones.

At this on-site meeting, Town Staff will need to provide all available information related to the following projects that may impact this effort, including but not limited to: wayfinding program recommendations, James to Downtown updates, water line replacement projects, updated bus routes and stops, information from the parking-to-dining program, 209 N. progress, etc.

#### **Task 1.2 Initializing Virtual Engagement & Downtown Comment Boxes**

The Town of Apex's public engagement hub available through PublicInput.com provides a critical path to almost immediate public input related to this effort. Creating a landing page for this project on the Town's engagement hub is a top priority. This will be the online location that serves to inform, update, and engage the residents of Apex during this process. Videos, schedules, meeting recordings, FAQs, and survey links will all be found on this site. In future tasks, we will also use this site as the basis for virtual open house events and online public meetings. Stantec will work with Town staff to leverage this digital platform and create a virtual home for the project.

The existing database of email addresses who have participated in past projects along with individuals who sign up on the project's site for updates will provide an audience for surveys when deemed appropriate in the process. Subsequent ads via social media and utility bills will garner additional survey participants. The platform's ability to survey through SMS text messaging also removes many barriers to equitable outreach. This approach yields a data driven design methodology that reflects the desires of a spectrum of Apex citizens. By utilizing the platform's geospatial technology, we can identify areas of the population that are unreached by these outreach efforts and create targeted campaigns and strategies to allow their voices to be heard.

For those individuals who may not have access to the internet, the Town can provide comment collection boxes in key locations - Halle, Chamber, Community Center, possibly even in partnership with businesses. The Town can provide signs/sandwich boards along the corridor alerting the community of both online and comment box locations for input.

### **Task 1.3 Focus Group Meetings**

The COVID-19 pandemic has shifted the balance of our approach to public engagement to lean more heavily on virtual outreach. In reality, we have always received broader input from our online activities than in-person engagement opportunities. While we still greatly value face-to-face interactions with both our client and client communities, we are now operating under a unique set of circumstances. The ability to use Microsoft Teams and/or Zoom for focus group meetings still allows us to gather small groups of stakeholders together in a virtual space. We will work with the Town staff to create the stakeholder lists and a block schedule for two days of meetings (up to 12 one hour session). Upon request by any invitees, the Town will provide a reserved space in the Halle with technology in place to safely attend the meeting. We expect the Downtown Ambassadors to be involved in these initial meetings and continue to stay engaged throughout the process in both design direction and in encouraging the community's participation.

### **Task 1.4 Physical Survey, Utility Coordination, Phase 1 ESA, and Geotechnical Investigation + Smart Parking Needs Assessment**

#### *1.4.1 Physical Survey*

Our survey crews will also hit the ground running once the notice to proceed is provided. Topographic surveys of the project extents along with subsurface utility location will serve to create detailed base data for our designers to work within. We can use pin flags in the grass or soil areas and a temporary chalk paint on surfaces. We can also use a wax crayon in some areas. Details of the survey scope include:

Provide a topographic survey within the project limits to include.

- Establish site control as needed. Control will be tied to NC GRID.
- Topographic survey of the site by a field survey including GPS and 3D laser scanning.
- 3D laser scanning along Commerce St and Salem St. includes data processing and mapping. Additional data and mapping can be produced at a later date from the scan data if needed.
- Provide a survey of the storm sewer structures and sanitary structures to one structure outside of the limits. Unfound pipes will be noted as other end unknown.
- Provide a SUE survey of the underground utilities to include record research, designating with electromagnetic equipment and survey. SUE Level "A" test holes is not included.
- Provide a survey of the properties within the limits. An overall property map will be created and included with the topographic survey.
- Create exhibit maps for proposed easements. Estimating 20 maps.

#### *1.4.2 Utility Coordination*

Initial efforts will focus on making a preliminary assessment of the likely impacted utilities. This will involve making initial contacts with the impacted Utility Provider, collection of utility records, i.e. prior rights documents, existing encroachment permits, as-builts, existing routing plans, SUE mapping request, and the development of a preliminary routing layout. Our utility experts will handle the following during this initial phase of work:

- Preliminary confirmation of impacted utilities, including an 811 inquiry, project survey, and field visit verification
- Establish individual Utility Owners “Key Person”, Point-Of-Contact for all coordination activities, i.e. design, relocation decisions, and cost estimates
- Procurement of documents, i.e. prior rights encroachment agreements, recorded utility easements, existing routing plans, and/or as-builts
- Weekly Check-In calls with various Utility Owners

#### *1.4.3 Phase 1 ESA (15 days)*

Falcon (subconsultant) will provide a Phase I ESA to identify known or suspected underground storage tanks, petroleum contamination or other hazardous material release that may be encountered during construction of the project. The Phase I ESA will be prepared in general accordance with ASTM Standard E 1527-13, Standard Practice for

The Phase I ESA will include:

- Records Review
- Site Reconnaissance
- Interviews (where possible)
- Report

The Phase I ESA is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

Additional requirements include but are not limited to: performing a search for the existence of environmental liens and activity use limitations (AULs) and obtaining a current chain-of-title for the subject site back to at least 1940. These services are not included with this proposal. If a search is not available from the client, Falcon will review reasonably ascertainable Recorded Land Title Records online. Falcon is not proposing to have this research performed by a legal professional, and the results should not be construed as a legal chain-of-title for the property, or acceptable lien or AUL search.

Some exceptions to the ASTM standard will be necessary based on availability of information, lack of access to buildings within the corridor, and inability to obtain property owner interviews. However, we understand Town staff may contact some property owners and obtained information regarding past property usage and presence/removal of USTs. We assume all such information made available to the Town and/or Stantec will be forwarded to us for our records.

#### *1.4.4 Geotechnical Investigation (45 days)*

Falcon (subconsultant) will also provide geotechnical services that include investigation and recommendations for the streetscape improvements and proposed parking lot expansion/improvements. We also understand some excavations will be necessary throughout the project extents associated with utility and stormwater improvement/relocations. A preliminary boring plan has been prepared based on the provided preliminary plans. A depth of 10 feet has been assumed for all borings for the purposes of this proposal. This boring plan is only intended to be a representative plan. Boring locations may be adjusted based on a variety of factors once we review more developed preliminary plans.

### Roadway Investigation

Falcon will perform a Subsurface Investigation consisting of fourteen (14) Standard Penetration Test (SPT) borings at or near the locations indicated in the attached boring location plan. Boring locations may be adjusted in select areas due to access or utility conflicts. A total of 160 linear feet of drilling is assumed.

The investigation will begin with a site reconnaissance and borehole stakeout by Falcon field staff. All borings will be located in the field by Falcon personnel using handheld GPS equipment capable of sub-meter accuracy. Following initial reconnaissance and stakeout, we will mobilize a drill rig to perform test borings. Falcon will make reasonable attempts to contact all property owners in person or by telephone prior to accessing their properties for our borings. However, if contact cannot be made, a letter will be mailed to the owners mailing address per GIS information. Falcon will contact the North Carolina One-call Center (NCOCC) to request subscriber utilities be located on site following staking of our proposed boring locations.

We anticipate truck, ATV, or rubber track mounted drill rigs equipped with hollow stem augers and an automatic hammer will be able to access the vast majority of boring locations. However, due to the urban nature of the project site, various obstructions, overhead and underground utilities, existing site users/operations, etc. select borings may be performed with hand auger, DCP, and/or rod soundings, and potentially limited to a depth of up to 6 feet or to refusal.

A number of borings will require our drilling equipment to be within or in very close proximity to existing roadways. Lane closures will be performed by certified in-house staff or a pre-qualified sub-consultant in general accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and NCDOT requirements, utilizing flagmen where appropriate. We have assumed all work within roadways will be limited to between 9AM and 4PM. In addition, we have included professional time to coordinate our field activities with appropriate Town personnel as it relates to work in active roadways and impacts to traffic. If more restrictive time limitations are imposed, additional fees will be required due reduced productivity or overnight labor surcharges.

SPT borings will be performed in general accordance with ASTM D1586 "Penetration Test and Split Spoon Sampling of Soils". We will also collect bulk soil samples of auger cuttings from areas of proposed roadway cut or near-grade construction for laboratory compaction and CBR testing. The water table will be measured in the boreholes following completion of drilling in all borings, and again after approximately 24-hours in select borings. Following completion of all borehole readings, boreholes will be backfilled with soil cuttings, and excess cuttings will be evenly dispersed around the ground surface surrounding the borehole or in nearby landscape/wooded areas. Our drilling activities will cause some disturbance to the existing ground surface and vegetation, including tire ruts. No site restoration efforts aside from backfilling the boreholes are included in this cost estimate.

Soil samples obtained during drilling will be visually-manually classified in general accordance with the AASHTO soil classification system by a Falcon geotechnical professional, collected in moisture proof containers, and transported to our laboratory where they will be reviewed and selected for laboratory testing. Samples will be retained in our office for a period of thirty (30) days unless otherwise requested. All borehole ground surface elevations will be determined based on GPS coordinates and project topographical data provided to us by others.

At the six (6) locations within existing streets, we will perform a pavement core boring prior to the SPT boring. At each location, we will obtain, observe, and measure a pavement core, and perform a dual-mass Dynamic Cone Penetrometer (DCP) test and advance an auger into the subgrade. Visual observation of the core condition and surrounding pavement condition will also be performed at each location.

### Laboratory Testing

All soil samples obtained during drilling will be collected in moisture proof containers and transported to our laboratory where they will be visually-manually classified in general accordance with AASHTO by a Falcon geotechnical professional. We propose a laboratory testing program consisting of a number of representative tests as follows:

## PROPOSED LABORATORY TESTING PROGRAM

### **SAMPLE COUNT AND TYPE**

### **TEST**

Eighteen (18) split spoon samples

Natural Moisture Content

Eight (8) split spoon samples

Natural Moisture Content  
Grain Size Analysis  
Atterberg Limits

Two (2) bulk auger cutting sample

Natural Moisture Content  
Grain Size Analysis  
Atterberg Limits  
Standard Proctor Compaction  
96-hour Laboratory Soaked California  
Bearing Ratio (1-point)

Upon completion of the field investigation and laboratory testing, Falcon will prepare a Subsurface Report of Geotechnical Investigation for the project, including but not limited to the following information:

- Descriptions of the Project, Site, and Site Geology.
- Descriptions of field and laboratory testing methods and their results.
- Discussion of subsurface conditions encountered including soil, rock, and groundwater.
- Discussion of noted areas of geotechnical interest.
- Discussion of anticipated design and construction difficulties associated with the encountered site and subsurface conditions.
- Earthmoving recommendations including expected excavation conditions, expected groundwater conditions, acceptable fill materials including re-use of on-site soils, fill placement and compaction.
- Discussion of drainage and groundwater management.
- Recommendations for pavement subgrade preparation and pavement section designs.
- Report appendices with the following:
  - Site Vicinity Map
  - Site Photographs
  - Legend to Soil/Rock Classification Symbols and Definitions
  - Boring Location Plan
  - Subsurface Profile(s) depicting subsurface conditions
  - Test Boring Logs with coordinates and ground surface elevations

### *1.4.5 Smart Parking Needs Assessment*

Stantec's Smart Mobility experts will lead the Needs Assessment for Smart Parking in Downtown Apex. Tasks within this scope include:

- Project Management, Data Collection/Coordination with Overall Design Team (*Assumption: inventory info available from Downtown Study*)
- Verify Needs and Parking areas to evaluate for occupancy detection (*Assumption: Templeton Surface Parking Lot + On-Street Spaces in the Core*)
- Review of available technologies/high level range of potential costs/possible implementation options
- Review of potential policy/implementation issues and discuss with Apex staff (*Assumption: Templeton Surface Parking Lot + On-Street Spaces in the Core*)
- General requirements for each option, next steps (*Deliverable: Memorandum, Presentation Slides, Discussion, Selection of Preferred Option, QA*)

## Phase 2 Schematic Design (8 weeks)

### Task 2.1 Brainstorm Design Sessions

The most important aspect of schematic design is the creative process where our multidisciplinary team's thought leadership collaborates. These conversations should also evolve to include the Town's project management team. Mural is an online tool we have utilized to interact successfully with our clients by essentially creating a large sketch pad we are all sitting around virtually. The platform offers us the ability to interact in real time with drawing and comment tools. We have found it most useful when brainstorming as a team despite our distance and offering the ability for the Town of Apex's key staff to also interact with the designers. We anticipate having a series of **four to six sessions** with the Town participating in at least two of the scheduled meetings. The platform also allows users to interact and comment even outside of scheduled meetings so progress and plans can evolve between sessions. The 2D plan investigations will be based on the detailed surveys which will allow for increased accuracy and assumptions.

### Task 2.2 Schematic Design Package

Conceptual visualizations of the various options and aspects of the project will be created to include both plan and three-dimensional studies. We will review these utilizing the Mural application with the Town prior to cost estimations.

### Task 2.3 Schematic Estimate of Probable Cost & Utility Coordination

By providing estimates of probable cost with schematic master plans, 30%, 60%, and 90% construction documents, our clients can make important decisions and be prepared for the bid opening. This initial schematic estimate will be expedited by the planning level estimates already created by our team during the Downtown Master Plan process.

Our utility experts will handle the following tasks once the schematic design package is available to them:

- Direct coordination- in person/virtual meetings
- Preliminary utility conflict identification
- Conceptual utility conflict resolution options
- Weekly Check-In calls with various Utility Owners

### Task 2.4 Public Workshop #1 & Public Hearing

We would like to interact with the public during the schematic design phase to garner a final preferred direction for the streetscape, alleyscape, and parking designs. The schematic design options along with their pros and cons must be clearly conveyed and commented on. Depending on the state of the pandemic, we are prepared to conduct this workshop in-person or virtually. The current crisis has pushed Stantec's best creative minds to create virtual meeting rooms modeled after any space imaginable. This allows for the creation of a dynamic space where the public can interact with the options when it is convenient for them and provide feedback to be collected at the end of a set time. We would also envision other ways to reach the portions of the population that may not have internet access including direct mailings or drop-in events where individuals or families can sign-up for times to review the ideas in-person in a safe manner. See the **Public Engagement Plan** for alternative options for the format of this workshop.

A public hearing and vote by Council is anticipated for the final solution on the Salem Streetscape. Stantec staff will be available to attend the hearing via Teams.

## Phase 3 Design Development (8 weeks)

### Task 3.1 Design Development Drawing Set

The design team will create a CAD drawing set based on the completed survey and preferred schematic plan. The set will serve as the basis for the following phase of construction documentation. The set will include: Layout, Lighting, Planting, Design Details, Utilities, Grading/Drainage, Pavement Markings, and Signage. *(Note: This set will include the design of consolidated trash/recycling in the Saunders Street parking lot as well as the alleys.)*

### Task 3.2 Initial Estimation of Probable Cost & Final Phasing

Based on the final design development drawing set, an initial estimation of probable cost will be created by the design team for consideration and budget review. Final phasing based on these costs will be outlined and inform the construction document creation in the following phase.

### Task 3.3 Public Workshop #2

The public workshop during the design development phase is all about getting the details right. The design's evolution toward construction documents will include the selection of a number of public amenities. The team would like to allow the community to help shape the final selections. This is also a critical opportunity to provide education on the phasing created through the estimation of probable cost. See the **Public Engagement Plan** for alternative options for the format of this workshop.

## Phase 4 Construction Documents (32 weeks-broken down into four 8-week segments...1-Seaboard Alleyscape, 2-Commerce Alleyscape, 3-Municipal Parking, 4-Salem Street)

All disciplines listed below will follow the same procedure of delivery that includes a 30% set, a 60% set, a 90% set, and a 100% set for review/approval by the Town. The project management team will employ quality control and review methods prior to all submittals. Per the Town's Capital Improvement Program, the alleyscape will be prioritized for completion first as to move that set of drawings to bid by April of 2021. We recommend bidding Seaboard Street first in order to spend the funds during the 2020-2021 FY. Commerce Street alleyscape and the municipal parking lot improvements will be prepared and bid for 2021-2022 FY funding, and finally, the Salem Streetscape will be prepared and bid for 2022-23 FY funding. *(Schedule subject to change.)*

### Task 4.1 Landscape Architecture

Stantec will prepare landscape architectural working drawings and specifications that set forth in detail the requirements for construction of the proposed site improvements for this effort. The sheets will include demolition, layout, lighting, planting, hardscape, furnishings, amenities, and design details related to the streetscape, alleyscape, and parking area designs.

### Task 4.2 Roadway Design

Stantec will develop roadway plans to implement the Town's vision for streetscape and parking area reconfigurations. We will follow the Town's Engineering Specifications and coordinate any innovative ideas with the Town's Project Manager. Our focus will be on maintaining safety, access, and mobility for all modes of travel, both during and after construction. The plans will be thoughtfully engineered to meet project objectives with a high degree of quality and clarity and will follow Stantec's strong quality management review process.

### Task 4.3 Hydraulic Design and Sediment and Erosion Control Design *(Subconsultant-Sungate)*

- Complete a field visit to verify existing drainage patterns and collect supplemental survey data for the project area.



- Complete hydraulic designs for the project in accordance with NCDOT's *Guidelines for Drainage Studies and Hydraulic Design*. Sungate will complete inlet and storm drainage calculations and ditch calculations. Sungate will attempt to provide stormwater treatment using Stormwater Control Measures where practicable.
- For each stormwater outfall, Sungate will complete an analysis to determine that the downstream receiving channel will not be adversely affected. This will include calculation of preconstruction and postconstruction discharges for the 2, 5, and 10-year storm events.
- Sungate will provide a Stormwater Management Plan based on NCDOT's spreadsheet format. Stormwater Control Measures design is not included in this scope of work.
- Sungate will prepare a Drainage Summary in NCDOT standard format.
- It is anticipated that the project will disturb greater than 1 acre of land. Sungate will prepare and submit Sedimentation and Erosion Control Plans for NCDEQ Land Quality review and approval. Sungate will coordinate with the Town for signature on the Financial Responsibility Form. The Town will provide a check for the review fee. Sungate will complete Clearing and Grubbing Phase and Final Grade Phase erosion control designs and provide quantities and project special provisions.

*Note: The proposed project scope for hydraulic design and SEC design does not include as-built surveys; wetland, stream, and buffer determination, delineation, mitigation, or permitting; Permit/Review Agency fees; or other services not described above. Nitrogen and phosphorous calculations have not been included in the scope of work.*

#### **Task 4.4 Pavement Marking and Signing Plans; Traffic Control Plans; Traffic Signal Design**

Infrastructure projects in vibrant, walkable places are the most complex because they impact where people walk, how they directly access stores, and their peaceful enjoyment of a glass of wine outside in the evening. Stantec's traffic engineering design team is a trusted partner of many North Carolina municipalities as well as NCDOT. We understand that signs, pavement markings, and traffic signals are the main ways that we as engineers communicate with road users how to safely navigate roadways and intersections. These disciplines are also integral in creating traffic operations that are harmonious between vehicles, pedestrians, and bicycles. Stantec will prepare traffic engineering design plans to all NCDOT and Town standards to provide clear and thorough information while avoiding visual clutter and confusion. In addition, Stantec will prepare Traffic Control Plans that maximize work zone mobility and safety, while minimizing exposure of workers and road users to each other. We are familiar with the *NCDOT Guidelines for the Level of Pedestrian Accommodations in Work Zones July 2018* and attended associated training. Perhaps most importantly, we recognize that this is not as much as a traffic disruption as it is for pedestrians and merchants. We will work with the Town to prepare a PR program geared at education and awareness.

#### *Assumptions:*

- Signal upgrades at 1 location: Salem at Chatham. One final design and up to one temp design at this location.
- Simple Signals Communications Plan (SCP) (4 pages max) to maintain existing OH or underground fiber or wireless system with max of 2 splice details
- Full Signing and Marking plan along Salem St. from Chatham to Center. May need to extend project limits ~200' in each direction to tie markings to existing and address begin/ end bike lanes.
- No marking plans for alleys (can reference standards).
- No signing anticipated for alleys, but can accommodate any necessary new signing in Salem St. signing plan if necessary.
- No TMP for alleys (can reference standards; will include any necessary work time restrictions in Salem St. TMP)

#### **Task 4.5 Utility Relocation Plans**

After extensive direct coordination with the various Utility Providers, inclusive of the resolution of separation and other facility placement conflicts; Stantec will develop the permissible dry and/or wet utility relocation plan set according to the specification of the individual Utility and the municipality. The plan set will include a detailed facility routing plan, handhole, vault locations, profiles, standard installation method details, and quantities. The coordination effort will conclude with the facilitation of the municipal Utility Encroachment Agreement, estimation of utility relocation cost and the procurement of state and local environmental permits.

#### **Task 4.6 Smart Parking Requirements Development**

Along with the team's 90% submittal for the parking design, Stantec's Smart Mobility experts will provide the functional/performance requirements for the development of an occupancy detection system. *(Assumptions: Assume separate approach for On-Street vs Surface Parking Lot; Need to Coordinate on Power, Communications, and Wayfinding Signage)*

#### **Task 4.7 Monthly Technical Review Committee Meetings**

The design team's project management team will meet virtually with the Technical Review Committee (TRC) to review the progress sets at a designated time each month or more frequently at times should it be beneficial to expedite the process, schedule and/or delivery. All plan submittals will follow the electronic submittal process described online for review by the Technical Review Committee (TRC) for monthly cycle submittal and review comments: <https://www.apexnc.org/DocumentCenter/View/31081/Planning-and-Development-Services-Updated-Submittal-Requirements>

#### **Task 4.8 Public Updates**

The design team would like to help the Town provide regular public updates during this phase to keep them engaged and excited about the upcoming construction. Helping business owners and patrons navigate the timing of implementation is also a necessary open line of communication to create at this time.

### **Phase 5 Estimation & Bidding (12 weeks)**

#### **Task 5.1 Final Estimation of Probable Cost**

The Stantec team will create a final estimation of probable cost for the projects based on the construction documents prior to final bid of each project.

#### **Task 5.2 Creation of Bid Packages**

A specifications manual will be created to complete the public bid package along with the construction documents for each project. Stantec's project management team will assist in the review of bids received at the request of the Town's Project Manager. As indicated in Phase 4, four separate public bid packages will be released according to the schedule and funding availability.

##### **Task 5.2.1 Smart Parking Requirements Development**

Stantec's Smart Mobility experts will development a Request for Information (RFI) related to the parking occupancy detection system for Downtown Apex. The team will reference cost estimates from previous phases as they support one-on-one discussions with 3-4 responsive vendors. Following the RFI process, the design team will develop a RFP based on Town standards and will support the qualifications development/evaluation, lead the evaluation process, create a short-list along with Town staff, and provide input on contract development with the successful vendor.

## **Phase 6 Construction Administration (optional)**

Upon request and on an hourly as-needed basis, Stantec can provide construction administration. Examples for potential needs include site visits during critical path implementation such as paving mock-ups and nursery tree tagging.

Other elements where our expertise may prove useful include:

- Shop drawing review
- Request for Information

***On the following pages, please reference the following exhibits:***

***Exhibit A            Organizational Chart***

***Exhibit B            Project Schedule***

***Exhibit C            Project Extents Map***

***Exhibit D            Public Participation Plan***

# A

## PROJECT PERSONNEL

# ORGANIZATIONAL CHART



**APEX**  
NORTH CAROLINA

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### PRINCIPAL-IN-CHARGE

Mike Lindgren, PE

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### PROJECT MANAGER

Amanda Morrell, PLA

### DEPUTY PROJECT MANAGER

Timothy Tresohlavý, AICP, GISP

---

### QA/QC & TECHNICAL ADVISOR

Jenny Horne, PLA

---

### LANDSCAPE ARCHITECTURE

**Amanda Morrell, PLA**

Jamie Hairfield, PLA

Crystal Aponte

---

### SIGNALS, SIGNS, AND MARKINGS

**Betsy L. Watson, PE**

Jay Woolard, PE

Regina Muncey, PE

---

### UTILITY/SURVEY

**Melvin Briggs (UTILITY LEAD)**

**Bruce Beavers, PLS (SUE/SURVEY LEAD)**

Linda Pass, PE

Oriana Roumillat, PE (Water/Sewer) (STV)

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### ROADWAY DESIGN

**Mike Lindgren, PE**

Ryan White

Dean Sarvis, PE

Steve Smallwood, PE

Matthew Ferguson, PE

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### SUBCONSULTANT SERVICES

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#### HYDRAULIC DESIGN

Josh Dalton, PE (SUNGATE)

Will Hines, PE (SUNGATE)

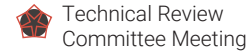
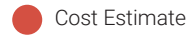
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#### GEOTECHNICAL ENGINEERING

Chris Norville, PE (FALCON)

Jeremy Hamm, PE (FALCON)

# B SCHEDULE

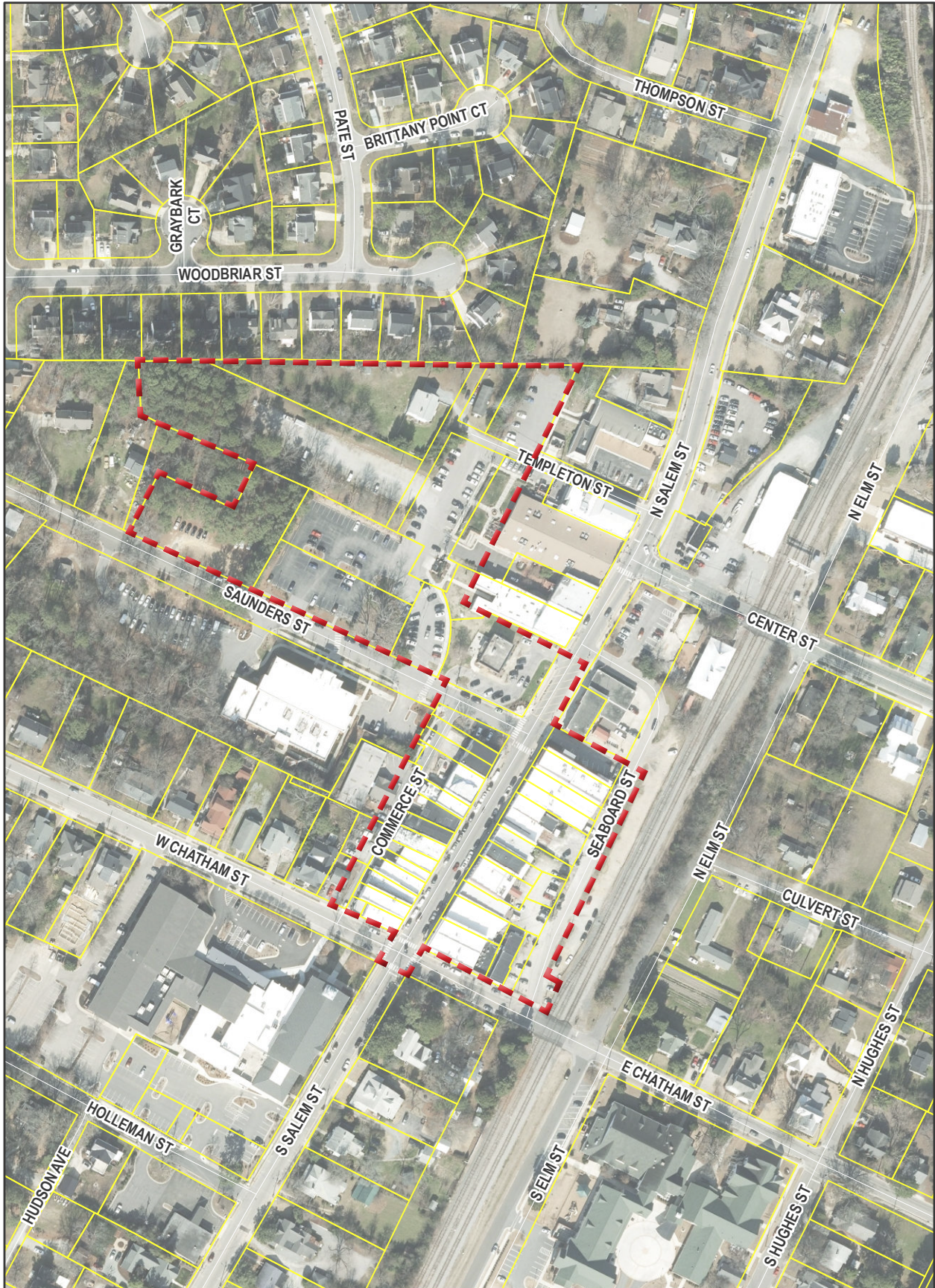


PROJECT TASKS	TIMELINE (IN MONTHS)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
<b>PHASE 1 PROJECT INITIATION &amp; SURVEYS</b>	[Red bar]																			
1.1 Town Staff & Design Team Kickoff + Site Visit/Walking Tour	[Dotted bar]																			
1.2 Initializing Virtual Engagement & Downtown Comment Boxes	[Sunburst]	[Dotted bar]																		
1.3 Focus Group Meetings		[Sunburst]																		
1.4 Physical Survey, Utility Coordination, ESA/Geotech, Smart Parking Needs Assessment	[Dotted bar]	[Dotted bar]																		
<b>PHASE 2 SCHEMATIC DESIGN</b>			[Red bar]																	
2.1 Brainstorm Design Sessions			[Dotted bar]	[Sunburst]																
2.2 Schematic Design Package			[Dotted bar]																	
2.3 Schematic Estimate of Probable Cost					[Red circle]															
2.4 Public Workshop #1 & Public Hearing					[Sunburst]															
<b>PHASE 3 DESIGN DEVELOPMENT</b>				[Red bar]																
3.1 Design Development Drawing Set				[Dotted bar]																
3.2 Initial Estimation of Probable Cost & Final Phasing						[Red circle]														
3.3 Public Workshop #2						[Sunburst]														
<b>PHASE 4 CONSTRUCTION DOCUMENTS</b> (32 weeks-broken down into four 8-week segments 1-Seaboard Alleyscape, 2-Commerce Alleyscape, 3-Municipal Parking, 4-Salem Street)							[Red bar]													
4.1 Landscape Architecture							[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]		
4.2 Roadway Design							[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]		
4.3 Signing and Delineation Plan							[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]		
4.4 Traffic Signals and Communications Plan							[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]		
4.5 Utility Relocation Plans							[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]	[Dotted bar]		
4.6 Smart Parking Requirements Development																				
4.7 Monthly Technical Review Committee Meetings							[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]	[Hexagon]		
4.8 Public Updates								[Sunburst]		[Sunburst]		[Sunburst]		[Sunburst]		[Sunburst]		[Sunburst]		
<b>PHASE 5 ESTIMATION &amp; BIDDING</b>									[Red bar]											
5.1 Final Estimation of Probable Cost									[Red circle]		[Red circle]		[Red circle]		[Red circle]					
5.2 Creation of Bid Packages (includes Smart Parking)										[Red triangle]		[Red triangle]		[Red triangle]		[Red triangle]				
<b>PHASE 6 CONSTRUCTION ADMINISTRATION (OPTIONAL SERVICES)</b>											[Dotted bar]								[Arrow]	

SCHEDULE SUBJECT TO CHANGE



# PROJECT EXTENTS EXHIBIT





**APEX**  
NORTH CAROLINA

**PUBLIC**

**PARTICIPATION**

**PLAN**

**FOR THE DOWNTOWN  
STREETSCAPE, ALLEYSCAPE  
AND PARKING DESIGN**

**TOWN OF APEX, NC**

*10/19/2020*







# 1. OVERVIEW OF THE PUBLIC PARTICIPATION PLAN

## 1.1. Public Participation Plan

This document provides an overview of planned public engagement for the Downtown Apex Streetscape, Alleyscape, and Parking Design. Garnering public input during the design process is essential to achieving an end product that will most effectively serve the Town and its citizens. High-quality public engagement will navigate a final design solution created with public trust and inclusive input.

*\*It is important to note that this project is occurring during the Coronavirus/COVID-19 global pandemic that has caused unprecedented changes to public health, economic activity, travel patterns, and generally civic and public life in Apex and the world. It will be essential to revisit this public participation plan throughout the project's progress to assess the relevance of the approaches described herein and, as necessary, make adjustments. Both the Town and the Stantec consulting team are committed to making this process valuable for the Town and will use good judgment in adjusting priorities in times of rapid change and uncertainty.*

*At this time, most meetings are recommended to be conducted remotely, via Zoom and other online platforms as appropriate, but some in-person meetings are forecasted later in the project timeline with the assumption that they can be executed safely.*

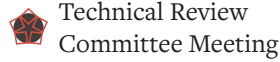
## 1.2. Approach and Timeline

The following schedule establishes a process for broad community input as well as targeted stakeholder involvement and feedback for technical aspects of the plan. It occurs in four phases. First, we “Initiate” the effort with an online project landing page and focused stakeholder conversations. Second, we move into “Schematic Designs” with interactive Brainstorm Sessions that incorporate feedback loops with stakeholders, the client team, and the public. Third, we move into “Design Development” where the public will weigh in on final amenity choices and phasing of the preferred concept. Finally, during the creation of “Construction Documents”, the public will be given regular updates to keep them engaged and excited about the upcoming construction.

*Schedule shown on the following page.*

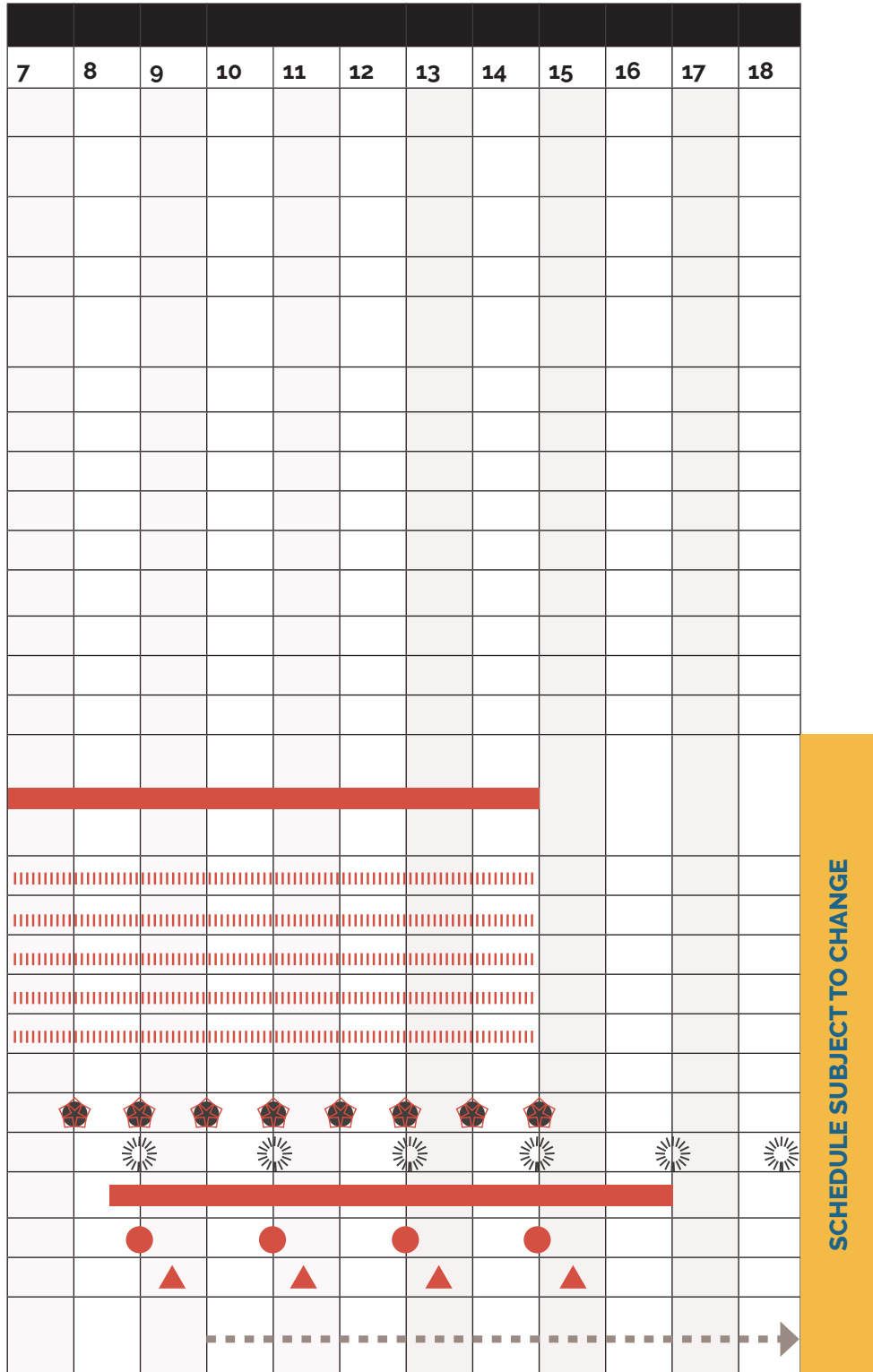


### 1.2.1 Downtown Design Projects Schedule



PROJECT TASKS	TIMELINE (IN MONTHS)					
	1	2	3	4	5	6
<b>PHASE 1 PROJECT INITIATION &amp; SURVEYS</b>						
1.1 Town Staff & Design Team Kickoff + Site Visit/Walking Tour						
1.2 Initializing Virtual Engagement & Downtown Comment Boxes						
1.3 Focus Group Meetings						
1.4 Physical Survey, Utility Coordination, ESA/Geotech, Smart Parking Needs Assessment						
<b>PHASE 2 SCHEMATIC DESIGN</b>						
2.1 Brainstorm Design Sessions						
2.2 Schematic Design Package						
2.3 Schematic Estimate of Probable Cost						
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<b>PHASE 3 DESIGN DEVELOPMENT</b>						
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4.1 Landscape Architecture						
4.2 Roadway Design						
4.3 Signing and Delineation Plan						
4.4 Traffic Signals and Communications Plan						
4.5 Utility Relocation Plans						
4.6 Smart Parking Requirements Development						
4.7 Monthly Technical Review Committee Meetings						
4.8 Public Updates						
<b>PHASE 5 ESTIMATION &amp; BIDDING</b>						
5.1 Final Estimation of Probable Cost						
5.2 Creation of Bid Packages (includes Smart Parking)						
<b>PHASE 6 CONSTRUCTION ADMINISTRATION (OPTIONAL SERVICES)</b>						

### 1.2.1 Downtown Design Projects Schedule (continued)



## 2. PROTOCOLS

### 2.1. Project Management Team (PMT)

The Project Management Team will discuss the progress of the plan; identify design goals, issues and challenges; brainstorm potential solutions and strategies; and oversee the public engagement process and schedule. Project Management Team members include the following with others participating as necessary to address particular discussion topics:

Organization	Core Team
Town of Apex	Russell Dalton, Town Engineer, Project Manager
	Shannon Cox, Long Range Planning Manager
	Colleen Merays, Downtown and Small Business Coordinator
Stantec	Amanda Morrell, Project Manager
	Mike Lindgren, Principal-in-Charge

### PMT Meetings

The Project Management Team will meet bi-monthly during Phases 1 and 2, and weekly during Phases 3, 4, and 5. Other Town Department staff and consultant discipline leads will join as needed. Stantec will host these calls through its Teams or Zoom platforms.

Phase	# of Calls
Phase 1	4
Phase 2	4
Phase 3	8
Phase 4	32
Phase 5	48

### Public Hearings

The Project Management Team anticipates the need for at least one public hearing with Town Council following the Schematic Design Phase to secure a vote on the preferred Salem Streetscape solution. Additional meeting attendance is available as an optional service subject to time and materials in accordance with the project scope and contract.

## 2.2. Communications

Following are recommended protocols for approvals and communication contacts in relation to the Public Participation Plan.

### External Communications shall be directed to:

- Russell Dalton, Project Manager (Town)

### Press or Media Inquiries shall be directed to:

- Russell Dalton, Project Manager (Town)
- Press/Media responses and support provided as needed by Amanda Morrell, Project Manager (Stantec)

### Social Media (e.g., hashtags)

Approval from:

- Russell Dalton, Project Manager (Town)
- Team to use Town branding guidelines
- Promotions to come from Town media outlets
- Town to post to Next Door
- Town to Live Tweet and share to other media outlets

### Digital Portal/Platform content and quality control approvals from:

- Russell Dalton, Project Manager (Town)
- Amanda Morrell, Project Manager (Stantec)

### Meeting Coordination approvals

Russell Dalton, Project Manager (Town)

### Council Communications

Russell Dalton, Project Manager (Town)  
Shannon Cox, Long Range Planner (Town)

### Distribution of documents/release study materials or deliverables to any agency, organization, or person

- Russell Dalton, Project Manager (Town)
- Shannon Cox, Long Range Planner (Town)

### Review process and timeline

- Upcoming meeting, presentation: at least one week for review
- Task related deliverables: at least two weeks for review

## 2.3. General Outreach Strategies/Tools

- **Microsoft Teams/Zoom:** We will utilize both Teams and Zoom for video/audio meetings throughout the process.
- **PublicInput.com:** We will help to provide content to the Town's PublicInput.com site and recommend that it be used as the platform for all digital/virtual information and activity.
- **Word of Mouth:** Town Staff, the Downtown Ambassadors, and stakeholder groups will help spread the word. We will provide them with email and social media content as needed, as well as physical flyers to share widely with the community.
- **Video/Audio Recordings:** Stantec and the Town will collaborate to produce audio/video content for the project website and outreach.
- **MURAL:** Stantec will leverage their corporate subscription to the digital workspace known as MURAL. Mural is a web-based digital collaboration space where creativity in the design process is not reliant on face-to-face interactions. As a team, we can brainstorm ideas, evolve design concepts, and facilitate client/stakeholder input all in an easy to navigate platform. Comment tools, live voting, embedded graphics, and the ability to draw in the space all help create a dynamic experience for participants.

### 3. PUBLIC TOUCHPOINTS

#### 3.1. Phase 1 Engagement

##### Initializing Virtual Engagement & Downtown Comment Boxes

**Online Project Presence:**

Virtual Landing Page on Town’s Engagement Hub via Publicinput.com platform

**Online Content:**

Videos, schedules, meeting recordings, FAQs, and survey links will all be found on this site

*Notes: In future tasks, we will also use this site as the basis for virtual open house events and online public meetings. Stantec will work with Town staff to leverage this digital platform and create a virtual home for the project.*

*By utilizing the platform’s geospatial technology, we can identify areas of the population that are unreached by these initial efforts and create targeted campaigns and strategies to allow their voices to be heard.*

**Accommodations for Individuals without Internet Access:**

- Comment collection boxes in key locations - Halle, Chamber, Community Center, possibly even in partnership with businesses
- Signs/sandwich boards around Downtown alerting the community of both online and comment box locations for input
- Paper surveys and SMS text surveys

##### Focus Group Meetings

**Participants:**

Stakeholder groups, Stantec Staff, Town Staff as necessary, General Public (limited to public workshop)

**Number of Sessions:**

12

**Time/Date:**

1 hour per session; December 2020-refer to project schedule

**Session Format:**

2-days of virtual meetings via Zoom

*Notes: To maximize conversation over a virtual platform, please limit participation in any meeting to less than 10 people. Meetings will be scheduled and coordinated by Town staff, using the consultant’s Zoom account.*

*Upon request, reserved space can be provided at the Halle or Town Hall.*

## 3.2. Phase 2 Engagement

### Brainstorm Design Sessions

**Number of Sessions:**

Up to 6

**Participants:**

Town Staff, Consultant Staff, Stakeholders (participant makeup based on needs related to design progression and/or input on concepts)

**Time/Date:**

1 hour per session; January-February 2021-refer to project schedule

**Session Format:**

Virtual Mural/Teams Combination

### Public Workshop #1

**Number of Sessions:**

1 (with ability for information to be accessed and input provided beyond the specified day)

**Participants:**

Town Staff, Consultant Staff, General Public

**Time/Date:**

1-2 hour session; March 2021 refer to project schedule

**Session Format:**

Virtual Mural/Zoom/Publicinput.com (includes direct mailings or socially distanced drop-in events for those without internet access) OR In-Person Workshop with Stations (depending on state of pandemic)

## 3.3. Phase 3 Engagement

### Public Workshop #2

**Number of Sessions:**

1 (with ability for information to be accessed and input provided beyond the specified day)

**Participants:**

Town Staff, Consultant Staff, General Public

**Time/Date:**

1-2 hour session; May 2021 refer to project schedule

**Session Format:**

Virtual Mural/Zoom/Publicinput.com (includes direct mailings or socially distanced drop-in events for those without internet access) OR In-Person Workshop with Stations (depending on state of pandemic)

## 3.4. Phase 4 Engagement

### Public Updates

**Number of Sessions:**

Up to 6 (with ability for information to be accessed and input provided beyond the specified day)

**Participants:**

Town Staff, Consultant Staff, General Public

**Time/Date:**

1 hour session; May 2021 refer to project schedule

**Session Format:**

Video Recordings of Construction Planning Updates

### 3.5. Public Workshop Format Options

We will assist with two public workshops during the process. We have provided four alternative formats for these meetings. The final determination will be made by mutual consent of Stantec and the Town approximately 2 months prior. All advertisement for the event will be the responsibility of the Town. The current assumption is both public workshops will be virtual in nature due to the pandemic.

**Option A: Live Zoom Virtual Meeting with Live Polling (recorded version can be uploaded to engagement landing page)**

This live meeting will include an introductory presentation, live polling, live chat and Q&A facilitation. Additional consultation will be made available throughout the day by appointment and on a drop-in basis utilizing Zoom break-out rooms.

**Option B: Storymap created using ArcGIS Online**

This web-based interactive site can tell the story of the design's evolution. It can be advertised to the public and visited at their convenience. Data analytics can track the number of site visits.

**Option C: Virtual Public Workshop via PublicInput.com Portal**


A virtual public workshop with informational videos, content, surveys, and mapping can be created on the project's engagement site. This tool can be advertised to the public and visited at their convenience. Data analytics can track the number of site visits.

**Option D: Virtual Public Workshop via 3D Vista Software**

A virtual public workshop with informational videos, content, and surveys can be created using 3D Vista software. This tool can be advertised to the public and visited at their convenience. Data analytics can track the number of site visits.



**PANDEMIC ERA PUBLIC ENGAGEMENT REQUIRES A FLEXIBLE & ROBUST TOOLBOX**



**DOWNLOAD:  
SOUNDING BOARD**

Virtual Stakeholder Meetings/Online Surveys/Interactive Online Maps/Six-Word Stories/Front Page Headlines/Trade-Offs Buckets/Dotmocracy/Opportunities & Constraints Mapping/My Ideal Trip/Take Us on Your Walk/Live-Work-Play/Photo Booth/ Storytelling/More & Less Graffiti Walls Spatial Station/Walkshops/Bike & Bus Tours/Tap Events/Drive-Thru Surveys/Door Hangers/Traveling Roadshows/Phone & Mail Outreach

**DIALOGUE:  
DESIGN PLAYBOOK**

Mural Digital Workspace Charrette (Virtual or In-Person) Pin-Up Design Sessions Tactical Urbanism Demonstration Lego Development Exercise Design Your Street Exercise Youth Design Workshop

**DECISION:  
GENERATING FEEDBACK**

Storymaps Website Landing Pages Virtual Open House Live Polling Live Chat Virtual Break-Out Rooms Prioritization Surveys Zoom Presentations

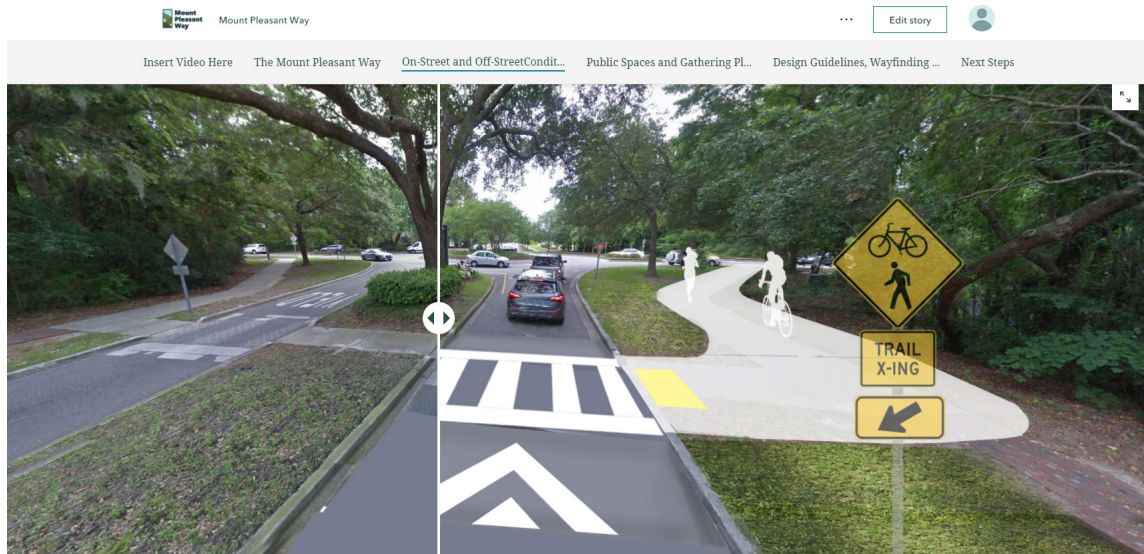
*Stantec Toolbox for Pandemic Era Engagement*



*3D Vista Software Virtual Public Workshop*



*3D Vista Software Virtual Public Workshop*



*ArcGIS Online Storymap Tool*



**TOWN OF APEX, NC**



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