

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: August 25, 2014

AGENDA ITEM NUMBER: 6

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN FORSYTH COUNTY, GUILFORD COUNTY, GREENSBORO, KERNERSVILLE AND WINSTON-SALEM TO FUND A FEASIBILITY STUDY REGARDING THE CONSTRUCTION OF THE PROPOSED PIEDMONT GREENWAY (PARKS AND RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: 
COUNTY MANAGER

DATE: August 20, 2014

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN FORSYTH COUNTY,
GUILFORD COUNTY, GREENSBORO, KERNERSVILLE AND WINSTON-
SALEM TO FUND A FEASIBILITY STUDY REGARDING THE
CONSTRUCTION OF THE PROPOSED PIEDMONT GREENWAY
(PARKS AND RECREATION DEPARTMENT)**

WHEREAS, Forsyth and Guilford Counties have planned greenway trails within Triad Park, and Kernersville, Greensboro and Winston-Salem have planned greenways connecting to the Triad Park greenways to form the Piedmont Greenway; and

WHEREAS, Winston-Salem proposes to use Surface Transportation Program - Direct Attributable funds (STP-DA) to fund 80% of the cost of a feasibility study regarding the construction of the proposed Piedmont Greenway - Triad Park Reedy Fork Creek Section; and

WHEREAS, Forsyth County, Guilford County, Greensboro and Kernersville agree that it is in their mutual best interests to share the remaining 20% of the cost of the proposed study regarding the feasibility of constructing the proposed Greenway beginning at Cross Creek Road and continuing in a westerly direction through Triad Park to the east side of downtown Kernersville;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached Intergovernmental Agreement between Forsyth County, on behalf of its Parks and Recreation Department, Guilford County, City of Greensboro, Town of Kernersville, and City of Winston-Salem to fund a feasibility study regarding the construction of the proposed Piedmont Greenway - Triad Park Reedy Fork Creek Section, beginning at Cross Creek Road and continuing westerly through Triad Park to the east side of downtown Kernersville, is hereby ratified as required by N.C.G.S. 160A-461, and the Forsyth County Chairman or Forsyth County Manager and the Forsyth County Clerk to the Board are hereby authorized to execute the Intergovernmental Agreement on behalf of Forsyth County and its Parks and Recreation Department, subject to a pre-audit certificate thereon by the Forsyth County Chief Financial Officer, where applicable, and approval as to form and legality by the Forsyth County Attorney. The Agreement is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County, Guilford County, City of Greensboro, Town of Kernersville, and City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 25th day of August 2014.

STATE OF NORTH CAROLINA

"COUNTY"

FORSYTH COUNTY
GUILFORD COUNTY

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, is hereby made, entered into, and effective as of this 11th day of June, 2014 by and between **CITY OF GREENSBORO** (hereinafter "Greensboro"); **FORSYTH COUNTY** (hereinafter "Forsyth"); **GUILFORD COUNTY** (hereinafter "Guilford"); **CITY OF WINSTON-SALEM** (hereinafter "Winston-Salem"); and the **TOWN OF KERNERSVILLE** (hereinafter "Kernersville"), and also collectively referred to as the "Parties", each being a local government entity in the State of North Carolina.

WITNESSETH

WHEREAS, Forsyth, Guilford, Greensboro, Winston-Salem and Kernersville have for many years cooperated with other governmental entities regarding planning for the transportation needs for the entire region; and

WHEREAS, the growth and development of Forsyth County, Guilford County and the municipalities therein have created areas of common interest and Forsyth, Guilford, Greensboro, Winston-Salem and Kernersville share an interest in certain studies related to possible greenways; and

WHEREAS, Forsyth and Guilford have planned greenway trails within Triad Park and Kernersville, Greensboro and Winston-Salem have planned greenways connecting to the Triad Park greenways to form the Piedmont Greenway; and

WHEREAS, Winston-Salem has recommended to use Surface Transportation Program – Direct Attributable funds (STP-DA) to cover 80% of the cost; and

WHEREAS, Forsyth, Guilford, Greensboro, and Kernersville agree that it is in their mutual best interest to share the remaining 20% of cost for a study regarding the feasibility of constructing the proposed **Piedmont Greenway – Triad Park Reedy Fork Creek Section** (hereinafter "Project") beginning at Cross Creek Road and continuing in a westerly direction through Triad Park to the east side of downtown Kernersville.

NOW, THEREFORE, Forsyth, Guilford, Greensboro, Winston-Salem and Kernersville, in consideration of the mutual obligations and responsibilities stated herein, agree as follows:

1. Kernersville shall enter into an agreement with Alta Planning + Design, Inc. (hereinafter "Alta") for the provision of the planning study related to the Project described in said agreement, which is attached hereto and denoted as "Attachment A".
2. Kernersville will provide the data required to be provided to Alta by the "Town" in "Attachment A", Page 3 of the agreement.

The parties agree that the primary responsibility for this data provision shall be retained by Kernersville and that Forsyth, Guilford, Greensboro, and Winston-Salem shall provide such data as requested by Kernersville to supplement the data it provides and as needed to ensure that Forsyth, Guilford, Greensboro, Winston-Salem and Kernersville specific concerns are adequately addressed by the Project.

3. Winston-Salem agrees to use Surface Transportation Program – Direct Attributable funds (STP-DA) to pay \$40,000 of the cost; and

4. Forsyth agrees to pay \$2,500; Guilford agrees to pay \$2,500; Greensboro agrees to pay \$2,500; Kernersville agrees to pay \$2,500. Kernersville shall ensure that Forsyth, Guilford, Greensboro, and Winston-Salem receive copies of all monthly statements and status reports. Upon completion of the Project, Kernersville shall submit an invoice to the designated representative for Forsyth, Guilford, Greensboro, and Winston-Salem for the amount required herein and Forsyth, Guilford, Greensboro, and Winston-Salem shall pay said amount due within thirty days of the receipt of this invoice.

5. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage, prepaid, with a return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

To Kernersville: Town of Kernersville
Community Development Director
P. O. Box 728
Kernersville, North Carolina 27285-0728

To Winston-Salem: City of Winston-Salem
Department of Transportation
Planning Development Coordinator
P. O. Box 2511
Winston-Salem North Carolina 27102-2511

To Greensboro: City of Greensboro DOT
Transportation Planning Manager
P.O. Box 3136
300 W Washington St
Greensboro North Carolina 27402-3136

To Forsyth: Forsyth County Parks and Recreation Department
201. North Chestnut Street
Winston-Salem, North Carolina 27101

To Guilford: Property and Parks Management
P.O. Box 3427
Greensboro, North Carolina 27402

6. **Public Purpose; Default.** The commitment of the local government jurisdictions to expend the described funds on the improvements is based on the factors recited in the Preamble of this Agreement by which the Project will provide a public benefit to the jurisdictions and its citizens. Should any party, for any reason, fail to carry out the terms of this Agreement, it will be deemed to be in default and any or all of the other parties hereto shall have the right to pursue appropriate remedies in law or equity in the appropriate North Carolina state court. This Agreement constitutes the entire Agreement between Forsyth, Guilford, Greensboro, Winston-Salem and Kernersville regarding this matter and supersedes any prior written or oral understandings. This Agreement may only be amended or modified by a properly executed written agreement.
7. This Agreement shall be in effect beginning June 11, 2014, and ending upon completion.
8. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relation of employer and employee between FORSYTH, GUILFORD, GREENSBORO, WINSTON-SALEM or KERNERSVILLE.
9. If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement will remain in full force and effect.
10. This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writing between the Parties hereto or their representatives are merged within and extinguished. This Agreement shall not be modified except by a writing subscribed by all the Parties.
11. This Agreement is subject to the jurisdiction and laws of the State of North Carolina.
12. Inclusions of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Agreement are for convenience purpose only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Agreement", and "Contract", have the same meaning and may be used interchangeable throughout this document. The terms "Attachment", "Exhibit", and "Addendum" have the same meaning and may be used interchangeable throughout this document.
13. At any point in time, any of the Parties involved may elect to withdraw in writing from this Agreement without penalty by providing a ninety (90) days written notice.

(The remainder of this page has been intentionally left blank).
(Signatures of CITY OF WINSTON-SALEM officials are on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective the date and year first above written.

CITY OF GREENSBORO

Jim Westmoreland Date
City Manager

ATTEST:

Betsey Richardson Date
City Clerk

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

Rick Lusk Date
City of Greensboro Finance Director

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(Signatures of FORSYTH COUNTY officials are on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective the date and year first above written.

FORSYTH COUNTY

J. Dudley Watts, Jr, Date
County Manager

ATTEST:

Carla D. Holt Date
Clerk to Board

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

Paul L. Fulton, Jr. Date
Forth County Chief Financial Officer

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(Signatures of GUILFORD COUNTY officials are on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective the date and year first above written.

GUILFORD COUNTY

Marty Lawing 6-30-14
Marty Lawing Date
County Manager

ATTEST:

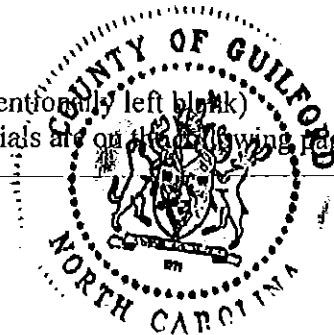
Robin Keller 7-7-14
Robin Keller Date
Clerk to Board

(COUNTY SEAL)

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

N. Reid Baker 6/27/14
N. Reid Baker, III. Date
Guilford County Finance Director

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(Signatures of TOWN OF KERNERSVILLE officials are on the following page)



2013-000 Piedmont Greenway-Triad Park Reedy Fork Section Feasibility Study
Town of Kernersville, NC

PROFESSIONAL SERVICES AGREEMENT

Piedmont Greenway-Triad Park Reedy Fork Section Feasibility Study, 2013-000

PREAMBLE

This Contract, made and entered into this ___ day of _____, 2013, by and between Alta Planning + Design hereinafter called "CONSULTANT" and Town of Kernersville, hereinafter called "CLIENT"; and

Whereas, the CLIENT has need for the services of an individual with the particular training, ability, knowledge, and experience possessed by the CONSULTANT;

WITNESSETH:

The parties hereto mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS

The CONSULTANT shall perform services as outlined in the Exhibit A-SCOPE, Exhibit B-SCHEDULE, and Exhibit C-FEES attached as Work Order(s) to this Contract. The contract documents shall consist of this Contract, the attached Exhibits, and Work Order(s) as may be executed by written agreement of the parties. Any conflict between the contract documents shall be resolved in the following priority:

1. Work Order,
2. This Professional Services Agreement

This Contract shall supersede any prior representation or contract, written or oral.

All final plans, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the CLIENT and shall be compatible with such software programs specified by the CLIENT.

2. DURATION OF CONTRACT

This Contract shall become effective on the date this Contract has been signed by every party hereto. CONSULTANT acknowledges that no work has been or will be performed for the project under this Contract until this Contract is fully executed and effective. CONSULTANT shall complete performance of this Contract on or before June 30, 2013, plus any extensions thereof.

CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Contract with respect to any default or defect in CONSULTANT performance.

3. PAYMENT

Amount of Payment: CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in Work Order Exhibit C-FEES.

Invoicing and Manner of Payment: The invoices shall describe all work performed, as described in the Work Order. CONSULTANT shall send invoices to CLIENT's Authorized Representative. An invoice shall be submitted by CONSULTANT within the first 30 days of the start of work and continuing each month thereafter until completion or termination. Payment upon the invoice shall be within 15 days following receipt from CONSULTANT of an invoice or statement for all of CONSULTANT's time and charges for the invoiced period.

4. TIME IS OF THE ESSENCE.

CLIENT and CONSULTANT recognize that time is of the essence of this Contract and the CLIENT will suffer financial loss and the public will suffer loss or be inconvenienced if the work is not completed

2013-000 Piedmont Greenway-Triad Park Reedy Fork Section Feasibility Study
Town of Kernersville, NC

within the times specified in "Duration of Contract" paragraph above, plus any extensions thereof.

5. TERMINATION

- A. Parties' Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
- B. CLIENT's Right To Terminate For Convenience:** CLIENT may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days notice to CONSULTANT.
- C. CLIENT's Right to Terminate For Cause:** CLIENT may terminate this Contract, in whole or in part, immediately upon notice to CONSULTANT, or at such later date as Contracting Officer may establish in such notice, upon the occurrence of any of the following events:
- (i) CLIENT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for CONSULTANT's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or CLIENT is prohibited from paying for such Work from the planned funding source;
 - (iii) CONSULTANT no longer holds any license or certificate that is required to perform the Work; or
 - (iv) CONSULTANT commits any material breach or default of any covenant, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger CONSULTANT's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Contracting Officer's notice, or such longer period as Contracting Officer may specify in such notice.
- D. CONSULTANT's Right to Terminate for Cause:** CONSULTANT may terminate this Contract upon 30 days' notice to Contracting Officer if CLIENT fails to pay CONSULTANT pursuant to the terms of this Contract and CLIENT fails to cure within 30 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.

Remedies

- (i) In the event of termination pursuant to subsections B, C(i), C(ii) or D, CONSULTANT's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Contracting Officer, less previous amounts paid and any claim(s) which CLIENT has against CONSULTANT.
- (ii) In the event of termination pursuant to subsection C(iii) or C(iv), CLIENT shall have any remedy available to it in law or equity. If it is determined for any reason that CONSULTANT was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

CONSULTANT's Tender Upon Termination: Upon receiving a notice of termination of this Contract, CONSULTANT shall immediately cease all activities under this Contract, unless Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Contract, CONSULTANT shall deliver to Contracting Officer all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Contracting Officer's request, CONSULTANT shall surrender to anyone Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

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Town of Kernersville, NC

6. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this Contract, at the CONSULTANT 's expense, a comprehensive general or commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT and the CLIENT, Its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Contract. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT or SUB CONSULTANT(s) or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than

(a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, and

(b) \$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured and will provide the CLIENT written notice of cancellation or material modification of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment. The obligation to provide notice to the CLIENT shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice. The CONSULTANT shall not undertake any acts that shall affect the coverage afforded by the above policy.

The CONSULTANT will not perform any work under this Contract until the CLIENT has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.

7. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall provide the CLIENT evidence of professional liability in an amount not less than \$1,000,000 combined single limit. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Contract with the CLIENT, or notify the CLIENT in the event of a cancellation or reduction in limits of a "claims made" policy.

8. INDEMNIFICATION

CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.) shall become the property of the CLIENT; the CLIENT may reproduce and distribute the reports, or any part

2013-000 Piedmont Greenway-Triad Park Reedy Fork Section Feasibility Study
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thereof, in such form as the CLIENT desires. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Contract. CONSULTANT shall retain the rights to use the products of the Contract for whatever purpose.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Contract, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Contract by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Contract or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

This Contract shall not preclude the CONSULTANT from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the CLIENT pursuant to this Contract.

10. INTEGRATION

This Contract represents the entire and integrated agreement between the CONSULTANT and the CLIENT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

ALTA PLANNING + DESIGN

CLIENT



By _____
Name: Charles Flink
Title: Principal
Date: August 23, 2013

By: _____
Name: Curtis Swisher
Title: Town Manager
Date:

Business Address:
711 SE Grand Avenue
Portland, OR 97214
503-230-9862 phone
503-230-9864 fax
Employer ID #: 680465555

Town of Kernersville
P.O. Box 728
Kernersville, NC 27285-0728

WORK ORDER NO. 1

In accordance with the Professional Services Agreement between Alta Planning + Design ("CONSULTANT"), and the Town of Kernersville ("CLIENT"), dated _____. This Work Order describes the Services, Schedule, and Payment Conditions for CONSULTANT Services on the Project known as:

Piedmont Greenway-Triad Park Reedy Fork Section Feasibility Study 2013-

CONSULTANT Authorized Representative: Britt Storck
Address: Alta Planning + Design
 711 SE Grand Avenue
 Portland, Oregon 97214
Telephone No.: 919.484.8448
Email: brittstorck@altaplanning.com
CLIENT Authorized Representative: Jeffrey Hatling
Address: Town of Kernersville
 P.O. Box 728
 Kernersville, NC 27285-0728
Telephone No.: 336-992-0704
Email: jhatling@toknc.com

SERVICES. The Services shall be described in Exhibit A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Exhibit B to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. Consultant charges shall be a fee of \$50,000, in accordance with the Schedule of Fees and Charges attached to this Work Order as Exhibit C.

Lump Sum contract (also known as Fixed Fee). Invoices will be submitted monthly showing current percent complete for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

Alta Planning + Design

CLIENT



 Signature Date

 Signature Date

Charles Flink
 Principal

Curtis Swisher
 Town Manager

**Exhibit A
Services**

The Alta/Greenways team understands that a public input process, feasibility study, and preliminary design for the Piedmont Greenway-Triad Park Reedy Fork Section is desired. This feasibility study will review riparian, utility, and on-road greenway corridors from Crosscreek Road in Guilford County west to downtown Kernersville. The project will connect to the Kerners Mill Creek Greenway at Oakhurst west of downtown Kernersville.

Task 1: Project Management and Coordination (Ongoing)

We understand that the Town of Kernersville will manage the project. Throughout the project process, we will communicate and meet with the Town of Kernersville staff, keeping staff apprised of project progress. Management activities will consist of attending meetings, conducting conference calls, coordinating the project schedule, budget tracking, progress reporting and invoicing, coordination, quality assurance, and project administration.

Task 2: Public Involvement, Planning, and Feasibility Analysis

Task 2.1 Project Kick-off Meeting

The Alta/Greenways team will hold a project kick-off meeting with staff and project team, Piedmont Land Conservancy staff, Town of Kernersville staff and the Winston-Salem/Forsyth County School District. During the meeting, we will address:

- Overall vision and goals for the greenway.
- Review of proposed greenway alignment.
- Advantages, disadvantages, concerns, and other opinions regarding proposed greenway alignment.
- Anticipated challenges associated with the proposed greenway alignment.

Task 2.2 Base Mapping

The Alta/Greenways team will utilize GIS data and other background information provided by the Town of Kernersville for the project corridor and the region. We will use this information to effectively convey and display corridor characteristics and connections for use during Inventory and analysis. If current and available, GIS data will include the following essential information:

1. Planning and design criteria for the existing corridor and community that have been previously prepared by the State, County, or other consultants.
2. Current topographic survey maps for the project area.
3. The locations of existing public and private facilities that may impact the corridor, such as roads, water, sewer, electric, telephone, fiber optic, and other utility lines as well as ownership/easement information related to these utilities.
4. Significant natural features of the corridor.
5. Public and private property parcel line information, as supplied by staff.
6. Relevant floodway information, including current FEMA layers.
7. Current Soil Conservation Service Survey.
8. Current and proposed NCDOT roadway design plans.
9. Proposed plans for adjacent projects which may impact the trail.

10. Current aerial photography of the project corridor.

Task 2.3 Site Reconnaissance and Preliminary Site Assessment

Through field assessments and site reconnaissance, the Alta/Greenways team will evaluate the corridor for opportunities and constraints, safety and security issues, and ADA access. Alta/Greenways will lead field inventory and reconnaissance, with assistance from the project team. Specifically, our work will include:

- Recording key opportunities and challenges that will impact the greenway layout and design.
- Identifying the potential connections to key destinations, trailheads, access points, schools, parks, and employment centers, and transit.
- Data gathering, which will utilize digital photography, map mark-ups, street/sidewalk/right-of-way measurements at key constraint areas, and GIS data analysis.
- Studying corridor using the GIS-generated base maps as well as web-based mapping services such as Google Earth and Bing maps.

Task 2.4 Progress Meeting Teleconference

The Alta/Greenways team will hold a progress meeting via teleconference with the client, project partners, and team. During the meeting, we will address:

- Findings from the field assessment including opportunities and challenges
- Additional data needed for the study
- Materials to be discussed at First Public Workshop
- Date, time, location of First Public Workshop

Task 2.5 First Public Workshop

In conjunction with staff and the project team, and in accordance with the requirements outlined in the RFP, the Alta/Greenways team will hold the first community workshop. The workshop will be held in an "open house" format. Prior to the meeting, the team will work with staff and the project team to prepare for the meeting, and finalize the agenda. The agenda for the community workshop will include:

- The importance of greenways in a community's quality of life.
- Crime Prevention Through Environmental Design (CPTED) principles.
- The process for developing greenway feasibility plans and designing/building trails, including FHWA statutes, federal and state ROW acquisition requirements, and implementation of federal or state funding for greenway projects.
- Goals and objectives for the study.
- An analysis of opportunities and challenges to establishing the greenway.

We will moderate an open discussion to hear the community's concerns and ideas related to greenway alignment. We will compile comments to incorporate into the Feasibility Report.

Task 2.6 Preliminary Recommendations

The Feasibility Study will be created from the strong foundation of fieldwork, research, and communication with staff and other stakeholders. Our team's recommendations will include the following:

- Documentation of ADA standards for sidewalk and multi-use trail intersections and overlaps.
- Documentation of neighborhood greenway/connector trail standards to serve as guidelines in future residential development where consistency of facilities is desired.
- Best practices in providing access to adjacent bicycle and pedestrian networks.
- Best practices in street crossing design.
- The routing of safe and effective travel linkages for both pedestrians and bicyclists is a critical element

of a successful, comprehensive trail system. The existing adjacent roadway and sidewalk network will be evaluated for general user convenience in terms of the following:

- ✓ Accessibility from points of origin along the trail to identified destinations.
- ✓ Comfort level of streets used in terms of vehicular traffic volumes, vehicle speeds, crossing protection, lane width, driveways and other geometric considerations.
- ✓ Topography and grades along potential routes.
- ✓ Coherence of the linkages.

Based on meetings with the project team, stakeholders, property owners, and the public workshop, our team will develop up to three (3) routing alternatives and analyze each option's ability to provide bicycle and pedestrian access throughout the community and to key destinations. We will develop evaluation criteria to narrow down the options and ultimately determine the preferred alternative, and review this process step-by-step with staff and project team. Finally, we will address design opportunities and challenges, such as a logical greenway terminus at Cross Creek Road, the encroachment of private properties along Reedy Fork Creek, utility corridors, connections to the Kernersville roadway network, roadway crossings, pocket parks/amenities, creek crossing options, connections to key destinations (such as downtown, Harmon Park, and Kernersville Elementary School), and a logical connection to Kerners Mill Creek Greenway.

Task 3: Feasibility Report

Task 3.1 Draft Report

The draft feasibility report will confirm the validity of the preferred greenway route. The draft Feasibility Report will include:

- Routing and alignment plan for the preferred greenway alignment.
- We will consider traffic volumes, vehicle speeds, existing traffic patterns, driveway cuts, existing sidewalks, key destinations, and other criteria as needed to determine an on-road bicycle and pedestrian route.
- Project goals and objectives, based on staff, project team, and stakeholder input.
- Summary of the public involvement process.
- Identification of background, setting, and existing conditions to set the framework and context for the project.
- Identification of property, environmental issues, and other potential constraints.
- Opportunities and challenges analysis.
- User needs and demand analysis—e.g., projected economic, health, and environmental impacts.
- Summary of federal and state ROW acquisition requirements.
- Recommendation of trail surface type.
- Planning level cost opinions.
- Typical cross-sections and up to three photo simulations to illustrate intent of preferred alignment.
- Implementation plan that articulates recommended phasing, suggested funding opportunities, and a schedule for the completion of the project.
- Summary of design guidelines relevant to the project, including general signage and wayfinding recommendations.

Task 3.2 Team Meeting

The Alta/Greenways team will hold a meeting with the client, project partners, and team. During the meeting, we will present and discuss the Draft Feasibility Report. Specifically, we will address:

- Content of the Draft Feasibility Study

- Preferred Alignment and Alternatives
- Materials to be discussed at Second Public Workshop
- Date, time, location of Second Public Workshop

Task 3.3 Second Public Workshop

In conjunction with staff and the project team, and in accordance with the requirements outlined in the RFP, the Alta/Greenways team will hold a second community workshop. The agenda for the second community workshop will include:

- Summary of the first community workshop.
- Analysis of the routing options and process for getting to the preferred alternative.
- Presentation of preferred alternative using plans, details, and photo simulations.
- Next steps in the Feasibility Study process.

Unless there are widely shared objections to the preferred alternative, it will be used as the primary recommendation within the Feasibility Report.

Task 3.4 Prepare Final Report

After revising the draft Feasibility Report based on one complete and coherent round of staff and stakeholder comments, we will prepare the final Feasibility Report. We will provide one (1) digital version in PDF format and ten (10) bound hard copies to staff.

Task 4: Schematic Design

Task 4.1 Preparation of Preferred Alignment Drawings

Using the results obtained from previous tasks, McKim and Creed will prepare the preferred trail alignment in AutoCAD for staff review. The drawings will include the preliminary horizontal and vertical alignments (plan and profile), location of creek crossings, location of access or spur trails, roadway crossing recommendations, grade separation locations (if necessary), a typical cross section detail, location of potential rights-of-way and easement needs, and major drainage structures. The drawings will be prepared by McKim & Creed with design oversight by Alta/Greenways, to determine compliance with current best design practices.

Task 4.2 Review of Preferred Alignment Drawings

Alta/Greenways and McKim and Creed will meet with Town staff and other agencies to review, comment on and approve the preferred alignment drawings. Based on feedback, we will revise the drawings and provide all digital CAD, GIS, and PDF files to the Town of Kernersville as a final deliverable.

Optional/Additional Services

- Boundary Surveys
- Special easements / maps for common areas
- Special easements / maps for utility purposes
- Annexation plat, recombination plat, right-of-way and easement or abandonment plats
- Survey of off-site utilities, bridges or roadways
- Subsurface utility locating services and subsurface utility engineering (SUE) services
- Construction staking services
- Right of Way /easement negotiations/acquisition
- CLOMR or LOMR-F (Letter of Map Revision)
- Detailed flood plain studies, including hydraulic modeling and scour calculations for the bridge foundation design.

- Geotechnical Investigations and Reports, including pavement design and bridge foundation recommendations
- Traffic Impact Analysis (TIA) Studies
- Traffic Signal Design
- Traffic control plans, Sequencing Plans, Temporary Signage Plans
- Rezoning Petitions
- Air quality permit/Transportation Facility Permit
- Noise permit
- Due diligence/Site analysis report
- Wetland delineation, mapping, permitting or mitigation design
- Phase I/II Environmental Site Assessments including testing for asbestos, lead paint and radon
- Threatened and Endangered Species site evaluation
- Archeological or Historical Survey
- Site lighting design and details
- Landscape and Irrigation design and details
- Electrical design and details
- Wire utilities design, including electric, telephone and cable services
- Off-site channelization or drainage improvements
- Off-site infrastructure improvements
- Offsite roadway improvements
- Submittals and/or permit applications
- Revisions to our plans as a result of changes by the client after approval of local/State agencies, including modification to trail footprint or shifting of its location on the site
- Payment of any review or permit fees
- Public comment form and/or a project website
- Economic impact study of the greenway
- Presentations to local groups, boards/commissions, and/or the public
- Grantwriting assistance
- GPS trail alignment
- Wetland delineation and stream determination
- Wayfinding and signage plan and design
- Meetings with homeowners associations and neighborhood associations affected by the greenway alignment

Exhibit B
Estimated Schedule

Task	Date
Task 1: Project Management and Coordination	
	ongoing
Task 2: Public Involvement, Planning, and Feasibility Analysis	
2.1 Project Kick-off Meeting	Oct. 2013
2.2 Base Mapping	Oct. 2013
2.3 Site Reconnaissance and Preliminary Site Assessment	Nov. 2013
2.4 Progress Meeting Teleconference	Dec. 2013
2.5 First Public Workshop	Jan. 2014
2.6 Preliminary Recommendations	Feb. 2014
Task 3: Feasibility Report	
3.1 Draft Report	Dec. 2013-Feb. 2014
3.2 Team Meeting	Feb. 2014
3.3 Second Public Workshop	Mar. 2014
3.4 Prepare Final Report	Mar. 2014
Task 4: Schematic Design	
4.1 Preparation of Preferred Alignment Drawings	June 2014
4.2 Review of Preferred Alignment Drawings	June 2014

**Exhibit C
 Schedule of Fees and Charges**

Task	Fee
Task 1: Project Management and Coordination	
	\$ 3,200
Task 2: Public Involvement, Planning, and Feasibility Analysis	
2.1 Project Kick-off Meeting	\$ 2,320
2.2 Base Mapping	\$ 2,160
2.3 Site Reconnaissance and Preliminary Site Assessment	\$ 3,040
2.4 Progress Meeting Teleconference	\$ 800
2.5 First Public Workshop	\$ 3,640
2.6 Preliminary Recommendations	\$ 4,884
Task 3: Feasibility Report	
3.1 Draft Report	\$ 8,600
3.2 Team Meeting	\$ 3,120
3.3 Second Public Workshop	\$ 2,960
3.4 Prepare Final Report	\$ 2,484
Task 4: Schematic Design	
4.1 Preparation of Preferred Alignment Drawings	\$ 8,138
4.2 Review of Preferred Alignment Drawings	\$ 2,800
SUBTOTAL	\$ 48,146
DIRECT COSTS	\$ 1,854
TOTAL	\$ 50,000