

**A RESOLUTION AWARDING THE CONTRACT FOR THE
BOLIN CREEK CONCEPTUAL PLAN TO GREENWAYS INCORPORATED
Resolution No. 38/2008-09**

WHEREAS, the Carrboro Board of Aldermen has authorized staff to pursue a conceptual plan for the Bolin Creek Greenway; and

WHEREAS, the Town has been allocated funding for a greenway plan from the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization; and

WHEREAS, the Town has allocated funds from the General Obligation Bond for the purpose of greenway planning; and

WHEREAS, the Greenways Commission has selected a preferred consultant to develop the plan;

NOW THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Aldermen authorize the Town Manager to execute a contract with Greenways Incorporated to develop the Bolin Creek Greenway conceptual plan.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the Town of Carrboro (hereinafter called "Town") and Greenways Incorporated (hereinafter called the "Consultant"), whose address is 5850 Fayetteville Road, Suite 211, Durham, North Carolina, 27713.

WITNESSETH

WHEREAS, the Town desires the assistance of a private consulting firm in the performance of certain professional studies and services; and

WHEREAS, the Consultant has exhibited evidence of experience, ability, competence and reputation to perform such professional studies and services;

NOW THEREFORE, the Town and Consultant, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant agrees to perform the required professional services including, but not limited to, field investigations, data collection and analysis, research, public involvement and outreach, mapping, agency coordination, and document preparation for a Bolin Creek greenway conceptual plan.

ARTICLE I - SCOPE OF SERVICES

Project Limits

This project seeks to design a greenway segment within the Bolin Creek corridor between Estes Drive Ext. and Homestead Road, and it will also include a design for an extension of the existing paved greenway trail at Lake Hogan Farms to the north via Jones Creek.

Description of Work Required

Task 1: Project Communications/regular meetings

In addition to the specific meetings and workshops described in subsequent tasks, Greenways Incorporated will hold weekly teleconferences or face-to-face meetings with Town staff. The

Greenways Commission chair, Board liaisons, and/or selected stakeholders may be invited to participate in some of these teleconferences/meetings.

Consultant Staff Assigned: Flink, Mylacraine

Deliverable: Weekly in-person or teleconference meetings with client

Task 2: Project Kick-off Meeting

Greenways Incorporated and Town staff will meet to review the scope of services and project timeline, define the public and stakeholder involvement process, and discuss the financial administration of the contract. The meeting will also cover planning and design procedures so that information and communications can be handled quickly and efficiently amongst all involved parties.

Consultant Staff Assigned: Flink, Mylacraine

Deliverable: Attendance at Kick-Off Meeting

Task 3: Data Collection and Field Investigation

Immediately following the Kick-off Meeting, Greenways Incorporated will begin investigation of the existing site conditions and potential connection opportunities throughout the Bolin Creek corridor including flooding, drainage and wetland information, land ownership and land use, prior planning efforts, precedent studies and links to adjacent greenways. Town staff will advise Greenways Incorporated regarding reports and data to obtain and key contacts and information sources, and participate in field investigations to a limited extent as mutually agreed upon. Town staff will provide relevant digital GIS data and other information and advise Greenways Incorporated regarding other sources to consider. Types of information to be collected shall include, but not necessarily be limited to that shown in Table 1.

Table 1: Data and Information to Collect During Project Start Up

<p>“Standard” GIS data and maps (elevation/topography; soils; cadastral/parcel data; easements; planimetric; transportation; trails & bike maps; infrastructure; hydrology; flood/drainage Information; floodplain, flood hazard; wetlands; stream buffers;)</p>
<p>Vegetation (Town GIS data; Natural Heritage; County inventory; land cover; GAP analysis)</p>
<p>Federal and State Threatened and Endangered Species</p>

Community facilities (e.g., historical and cultural sites, parks, schools,
--

Local planning reports and planning information(e.g., greenways, land use, recreation bike and pedestrian plans; important site plans); Special studies; Carrboro greenways reference information

Field Investigations

Using data collected, Greenways Incorporated will also complete field investigations of the study area. These field investigations will be designed to identify the presence of jurisdictional wetlands, opportunities for the routing and alignment of a trail, bridge crossings, links and connections to adjacent neighborhoods, other trails, parks and public places. Field investigations will also be used for further study of areas of environmental concern, unique natural systems of plants and animals, and landscapes of cultural value within the study area. The subcontractor, PBS&J will lead both the environmental resources evaluation and the bridge investigations process. PBS&J will study environmental features within 100 feet of both sides of Bolin Creek and Jones Creek. The product of these investigations will include reports, GIS maps and field notes.

As part of the Consultant's field investigation work, the Consultant will also work with the Town to craft an intercept survey that can be used by the Town to survey current Bolin Creek corridor users to determine level of use, types of users and desired uses of the project corridor. The Consultant shall compare this use to other similar studies that have been conducted in North Carolina to project greenway uses for the Bolin Creek corridor.

Existing Conditions and Greenway Opportunities and Constraints Report

The deliverable of this task will be an existing conditions report that summarizes the findings of investigations and defines the natural systems of the corridor. This report will also identify opportunities and constraints for the route and alignment of a greenway trail. Included in this existing conditions report will be the following elements:

- Identification of opportunities and constraints for trail alignment
- Natural landforms and cultural features

- Linkages to existing trails, greenways, parks, bicycle and pedestrian facilities, and neighborhoods
- Future trail and greenway opportunities
- Trail surfacing options given that the entire trail is to be non-motorized multi-use

Consultant Staff Assigned: Flink, Mylacraine, Hayes, Reyes, James, McCrain, Cusack, Scherrer, Thomas, Lloyd, Hiner, Grimshaw

Deliverables: Collected Data, GIS Base Maps, Environmental and Bridge investigations, summary report and GIS maps of opportunities and constraints.

Task 4: Review Completed inventory Work

Upon completion of the data collection, inventory and field investigations, the Consultant will meet with the Town staff and Greenways Commission to review the results of its work.

Greenways Incorporated will take notes and keep the minutes of this meeting and distribute these electronically to participants.

Consultant Staff Assigned: Flink, Mylacraine, Hayes, Cusack, Scherrer

Deliverable: One joint meeting with Greenway Commission and Town Staff

Task 5: Prepare Alignment Alternatives

Utilizing the information compiled during Tasks 3 and 4, Greenways Incorporated will identify alternative alignments for the Bolin Creek Greenway. These alignments will be illustrated with large-format presentation quality graphics showing existing features, trail alignments, locations of bridges and trailheads, images depicting trail character and development opportunities along the greenway such as observation areas, gathering spaces and access points, and the need for public access easements or property acquisition. A memo/report will also be prepared regarding the environmental permitting issues associated with each alignment and provide observations and recommendations for each alignment as it pertains to ease of permitting and development. All material will be uploaded to a web site so that it can be downloaded and distributed digitally.

Consultant Staff Assigned: Flink, Mylacraine, Hayes, Reyes, James

Deliverable: Produce three route and alignment alternatives for Bolin Creek Greenway. Upload digital originals of alternatives to web site.

Task 6: Client/Stakeholder Review #1

Upon completion of previous tasks, Greenways Incorporated will meet with Town staff, and the Greenways Commission, to present and discuss the alignments and gather input on the work completed to date. Greenways Incorporated will take notes and keep the minutes of this meeting and distribute these electronically to participants.

Consultant Staff Assigned: Flink, Mylacraine

Deliverable: Attendance at Client review meeting and meeting minutes.

Task 7: Public Workshop #1

Greenways Incorporated will facilitate a public open house workshop to both present the Greenway alignment alternatives to the citizens of the Town and to solicit broader input and feedback on the work. Maps and comment forms will be provided for the community to mark up and fill out so that individual comments can be recorded. In addition to the public workshop Greenways Incorporated will create an on-line survey (similar to the comment form) to gather additional public input. A final deliverable of Task 7 will be the first of two project newsletters that will serve to update the community on the work completed to date (Town will print and distribute the newsletter).

Consultant Staff Assigned: Flink, Mylacraine, Hayes, James

Deliverable: Attendance at Public Workshop # 1, supply all meeting materials and maps. On-line comment form content and analysis. Project newsletter # 1.

Task 8: Develop Preferred Greenway Alignment and Budget Costs

After completion of all above tasks and in consultation with Town staff, the Greenways Commission chair, and Board of Aldermen liaisons Greenways Incorporated will recommend one or two preferred alignments for the Bolin Creek Greenway. The preferred alignment(s) will be shown with large-format presentation quality graphics, and will detail possible locations of bridges, trailheads and other facilities. Greenways Incorporated will also provide budget costs for development of the preferred greenway alignment taking into consideration phasing, necessary acquisition, and potential funding opportunities such as PARTF, NCDOT and other funding sources.

Consultant Staff Assigned: Flink, Mylacraine, Hayes, Reyes, James

Deliverable: Digital originals of summary report and map for Preferred Alternative Alignment

Task 9: Client/Stakeholder Review #2

Upon completion of Task 8, Greenways Incorporated will meet with Town staff and the Greenways Commission to present and discuss the alignment, the budget costs and gather input on the work completed to date. Greenways Incorporated will keep the minutes of this meeting and distribute these electronically to participants.

Consultant Staff Assigned: Flink, Mylacraine

Deliverable: Attendance at Client review meeting and meeting minutes.

Task 10: Public Workshop #2

Greenways Incorporated will facilitate a second public open house workshop to present the preferred greenway alignment alternative to the citizens of the Town and to solicit broader input and feedback on the work. Maps and comment forms will be provided for the community to mark up and fill out and an online survey prepared as with the initial workshop. Greenways Incorporated will also create the final of two project newsletters that will serve to update the community on the work completed to date (Town will print and distribute the newsletter).

Consultant Staff Assigned: Flink, Mylacraine, Hayes, James

Deliverable: Attendance at Public Workshop # 2, supply all meeting materials and maps. Online comment form content and analysis. Project Newsletter # 2.

Task 11: Prepare Final Greenway Conceptual Design

Greenways Incorporated will prepare the Final Conceptual Design for the Bolin Creek Greenway. This will take two forms, one a digital map that shows the entire corridor, and two a summary report that describes the greenway project along with estimated facility development costs, sources of funding, cost of operations and a strategy for project development. The report will also contain summaries of all public input, field investigations and other technical data used to prepare the Final Conceptual Design.

Consultant Staff Assigned: Flink, Mylacraine, Hayes, Reyes, James

Deliverable: Two printed and bound originals of the Final Conceptual Plan, digital original of report, digital original of all GIS maps.

Task 12: Present to Board of Aldermen

Greenways Incorporated will make a final presentation to the Town of Carrboro Board of Aldermen for review, acceptance and adoption.

Consultant Staff Assigned: Flink, Mylacraine

Deliverable: Presentation to Board of Alderman

ARTICLE II – TIMELINE

Timeline for Project Completion

Begin Project Work	November 19, 2008
Task 1: Project Management	On-going throughout project
Task 2: Kick-Off Meeting	December 1, 2008
Task 3: Data Collection and Inventory	January 15, 2009
Task 4: Review Inventory	February 16, 2009
Task 5: Prepare Alternatives	April 16, 2009
Task 6: Review Alternatives	April 20, 2009
Task 7: Public Workshop # 1	May 18, 2009
Task 8: Prepare Preferred Alternative	August 3, 2009
Task 9: Review Preferred Alternative	August 17, 2009
Task 10: Public Workshop # 2	September 14, 2009
Task 11: Prepare Final Conceptual Plan	November 2, 2009
Task 12: Final Presentation to Board of Alderman	November 16, 2009

ARTICLE III - COMPENSATION AND PAYMENTS

III. A Summary of Fees and Expenses

Task 1: Project Management	\$5,880.00
Task 2: Kick-Off Meeting	\$1,760.00
Task 3: Data Collection and Inventory	\$19,686.00

Task 4: Review Inventory	\$2,052.00
Task 5: Prepare Alternatives	\$9,420.00
Task 6: Review Alternatives	\$1,760.00
Task 7: Public Workshop # 1	\$2,780.00
Task 8: Prepare Preferred Alternative	\$6,980.00
Task 9: Review Preferred Alternative	\$1,760.00
Task 10: Public Workshop # 2	\$2,780.00
Task 11: Prepare Final Conceptual Plan	\$12,060.00
Task 12: Final Presentation to Board of Alderman	<u>\$2,640.00</u>
Subtotal Fees	\$68,678.00
Reimbursable Expenses	\$1,322.00
Total Fee and Expenses	\$70,000.00

Based on the availability of funding the maximum total amount of this Agreement shall not exceed \$70,000 (“not-to-exceed amount”).

III.B As Compensation for the work outlined above, Greenways Incorporated will be paid the lump sum fee of \$70,000. Payments will be made to the Consultant on a monthly basis for work completed during the month upon submission of an invoice accompanied by a detailed progress report, and upon approval by the Town.

III.C The Consultant shall pay subconsultants for work performed within seven days after the Consultant receives payment from the Town for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven day requirement may cause the Town to withhold payments to the Consultant and the Town may suspend work until the subconsultant is paid.

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

III.D With submittal of a final invoice for an individual assignment, the Consultant is required to state "Final Invoice" and to clearly present moneys on the individual assignment.

ARTICLE IV - DATA AND SERVICES TO BE FURNISHED BY THE TOWN

IV.A Any data in the hands of the Town such as aerial photographs, maps, environmental documents, and project plans that can be released and that would assist the Consultant in the accomplishments of the work on this Project shall be released upon request of the Consultant.

IV.B The Town shall assist the Consultant in coordination of the Project and review of completed material provided by the Consultant in an expeditious manner so as to facilitate preparation and acceptance of the appropriate documents.

ARTICLE V - MISCELLANEOUS PROVISIONS

V.A. Conferences, Visits to Sites, Inspection of Work

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

V.B. Consultant's Responsibility

The Consultant shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the Town and shall be fully liable for any additional costs and all claims against the Town which may arise due to errors, omissions, or negligence of the Consultant or any subconsultants in performing the work required by this Agreement.

If, during the duration of this Agreement, the Consultant receives instructions or directions which are considered beyond the scope of work outlined in this Agreement, all work shall be suspended until the matter is resolved. The Consultant shall immediately notify the Town in writing with a

description and justification for the claim of extra work. The Consultant shall not continue work until written notice to proceed is given.

If the Consultant receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the consultant will contact the Town with the details of the out of scope items. The Consultant and Town will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of work and estimate will be prepared and once agreed upon, a letter from the Town will act as the notice to proceed for the agreed upon services.

The CONSULTANT shall defend, indemnify and hold harmless the Town of Carrboro, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the Town or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

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

V.C. The Professional services provided by the Consultant under this Agreement will be performed, findings obtained, and recommendations prepared in accordance with generally accepted principals and practices.

V.D. All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and the North Carolina Administrative Code.

V.E. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subcontractor to comply with the Contract Work Hours and Safety Standards Act (40 USC 701-3708) as supplemented by Department of Labor regulations (29 CFR, Part 5).

V.F. The Consultant agrees to maintain all books, documents, papers, accounting records, computer files, and other information pertaining to cost incurred on this Project and to make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment for inspection by the State, the Federal Highway Administration, or any authorized representative of the State or Federal Highway Administration. Copies thereof shall be furnished to the State and/or Federal Highway Administration if requested. The Consultant shall use cost principles as described in Federal Acquisition Regulations (48 CFR).

V.G. Additional Provisions

The Consultant will provide to the Town a Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this Agreement, unless waived by the contracting officer.

Pursuant to N.C.G.S. 97-19, any Consultant of the Town is, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for a self-insured Consultant, stating that it has complied with N.C.G.S. 97-93, irrespective of whether the Consultant has regularly in service fewer than three (3) employees in the same business within the State of North Carolina, and each Consultant shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to accident arising out of and in the course of performance of the work insured by the Consultant.

V.H.1. Covenant against contingent fees

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

V.H.2. Ownership of documents

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

V.H.3. Changes in work

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

V.H.4 Delays and extensions

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

V.H.5. Termination or abandonment

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

V.H.6. Disputes

In any dispute concerning a question or fact in connection with the work on this Agreement or compensation thereof, including the determination of equitable compensation provided for in paragraph V.H.6 above, the decision of the Town in the matter shall be final and conclusive for both parties.

V.H.7. General compliance with laws

The Consultant will comply with all laws, ordinances and regulations, Federal, state and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability.

V.H.8. Disadvantaged, minority, women business enterprises (race and gender neutral)

Policy

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

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

Obligation

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

Definitions

Department - North Carolina Department of Transportation

Disadvantaged Business Enterprise (DBE) – A firm certified through the federally-mandated North Carolina Unified Certification Program.

Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) - Firms certified through the state-mandated North Carolina Unified Certification Program.

Small Professional Services Firm (SPSF) – Small professional subconsultant firms who have been certified by the Unified Certification Program administered by NCDOT, and prequalified by the North Carolina Prequalification Unit.

Form RS-2 - Form to be completed showing the participation of all known consultants and subconsultants (SPSFs) who will participate in the performance of the identified work

Form DBE-IS – Form required to record payments made to subconsultants (SPSFs), including material suppliers. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS).

North Carolina Unified Certification Program (UCP) - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a SPSF certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Participation

Specific project goals are not established for Professional Services agreements as identified in the scope of work for this contract. However, the Department encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by NCDOT. All DBE/MBE and WBE firms currently certified by the NCDOT Unified Certification Program (UCP) automatically qualify as a SPSF.

Listing of Subconsultants

The firm, at the time the contract is submitted, shall submit a listing of all known small professional services firms (SPSF) that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/subconsultant participation, the firm shall indicate this on the Form RS-2 by entering the word '**none**' or the number '**zero**' and the form shall be signed and submitted with the contract. Form RS-2 may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

Directory of Approved Transportation Firms

Real-time information about firms doing business with the Department, and firms that are prequalified and approved through North Carolina's Prequalification Unit, is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only firms identified as small business professional

consulting firms (SPSF) and approved (certified and prequalified) in the Directory will be considered for subconsultant utilization.

Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (Firm, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word '**None**' or the number '**zero**' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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

V.H.9. Subletting, assignment, or transfers

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

V.H.10. Consultant's endorsement of plans, etc.

The Consultant will endorse all environmental documents, reports, surveys, computations, maps, plans, specifications, estimates, and engineering data furnished by him.

V.H.11. Work Standards

All work by the Consultant is to be done in a manner satisfactory to the Town and in accordance with the established customs, practices, and procedures of the Town and in conformity with the

Standards adopted by the American Association of State Highway Transportation Officials, and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b).

V.H.12. Personnel

The Consultant or any subconsultant for the Consultants which are employed to provide services for this project shall not engage the services of any person or persons now in the employment of the Town during the time of this Agreement, without written consent of the Town.

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

V.I. Design Considerations

Design for the primary trail (exclusive of the neighborhood connections) is to be furnished as detailed by AASHTO and NCDOT standards for development of mixed pedestrian/bicycle facilities.

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

EXECUTED by the TOWN this _____ day of _____, _____.

SEAL: TOWN OF CARRBORO

By: _____
Steven Stewart, Town Manager

ATTESTED:

By: _____
Sarah Williamson, Town Clerk

Approved as to execution: _____

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

By: _____
Assistant Town Manager (signature)

EXECUTED BY the CONSULTANT this _____ of _____, _____.

SEAL: Consultant

By: _____
Charles Flink

Title: President

Attests By: _____

Title: