AGENDA

PUBLIC WORKS COMMITTEE

6:00 p.m., Tuesday, March 21, 2017

COMMITTEE ROOM
Room 239, City Hall

COMMITTEE MEMBERS:  Council Member Dan Besse, Chair
Council Member, John C. Larson, Vice Chair
Council Member Derwin L. Montgomery
Council Member James Taylor, Jr.

GENERAL AGENDA

G-1. PUBLIC HEARING ON ORDINANCE TO RENAME A SECTION OF "MAPLE STREET" TO "EARLINE PARMON DRIVE" BETWEEN E FIFTH STREET AND E. THIRD STREET. (NORTHEAST WARD)

G-2. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SIXTH & GREEN, LLC AND AUTHORIZING ACCEPTANCE OF TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE EASEMENTS, AS PART OF THE SPRING PARK INFRASTRUCTURE IMPROVEMENT PROJECT.

G-3. CONSIDERATION OF ITEMS RELATING TO THE BOWMAN GRAY METHANE REMEDIATION PROJECT:

a. RESOLUTION AUTHORIZING A CHANGE ORDER TO SCS FIELD SERVICES, INC. IN THE AMOUNT OF $200,000 FOR WORK ON THE BOWMAN GRAY STADIUM METHANE GAS REMEDIATION PROJECT. (EAST WARD)


G-4. UPDATE ON WSTA'S SERVICES.

G-5. ORDINANCE AMENDING SECTION 75 OF THE CITY CODE, RELATING TO STORMWATER MANAGEMENT SYSTEM USER FEES.

G-6. UPDATE ON MAPFORSYTH.
G-7. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A SEGMENT OF THE MULTI-USE PATH ADJACENT TO BUSINESS 40.
CONSENT AGENDA

C-1. PETITION TO CLOSE AND ABANDON VAN BUREN STREET, STRATFORD GREEN COURT, AND A PORTION OF STRATFORD GREEN LANE, LOCATED OFF OF SOUTH STRATFORD ROAD (SOUTH WARD) - Petition of Mr. James D. Paloumba and Mr. Richard A. Anderson. Public Hearing: May 1, 2017

C-2. FIRM SELECTION FOR COMPREHENSIVE BICYCLE MASTER PLAN.

C-3. INFORMATION REGARDING THE WINSTON-SALEM/FORSYTH COUNTY UTILITIES' LEAD AND COPPER RULE (LCR) SAMPLING PROGRAM.

C-4. ORDINANCE AMENDING CHAPTER 75 OF THE CITY CODE REGARDING STORMWATER MANAGEMENT.

C-5. APPROVAL OF PUBLIC WORKS COMMITTEE SUMMARY OF MINUTES - February 14, 2017.
City Council – Action Request Form

Date: March 3, 2017
To: Gregory Turner, Assistant City Manager
From: Matthew Hamby, Addressing Coordinator, MapForsyth

Council Action Requested:

Appeal of Addressing Technical Committee decision to deny request to rename Maple Street to Earline Parmon Drive between E Fifth St and E Third St.

Summary of Information:

MapForsyth Addressing Team has received a Street Renaming Request to rename Maple Street to Earline Parmon Drive. Maple Street is between E Fifth Street and E Third Street. The Addressing Coordinator denied this request on January 10, 2017 due to the fact this would create a disconnected street segment. This denial was then appealed to the Addressing Technical Committee. The Addressing Technical Committee met on January 24, 2017 and denied the request to rename this segment of Maple Street to Earline Parmon Drive due to it creating a disconnected street segment. This denial was then appealed to the Winston-Salem City Council.

Committee Action:

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Remarks:
ORDINANCE TO RENAME A STREET OR ROAD IN WINSTON-SALEM

Renaming of Maple Street to Earline Parmon Drive.

BE IT ORDAINED, by the City Council of the City of Winston-Salem, North Carolina,
after public hearing and notice as required by law as follows:

Section 1. Maple Street between E Fifth St and E Third St is to be renamed Earline Parmon Drive.

Section 2. Notice of this change shall be given to the local Postmaster, the North Carolina Board of Transportation and Highway Safety, and to any city or town within five (5) miles of the above named street or road.

Section 3. The ordinance shall become effective upon adoption.

Adopted this the ________ day of ____________, ____.
City Council – Action Request Form

Date: March 14, 2017
To: The City Manager
From: Gregory M. Turner, Assistant City Manager

Council Action Requested:
Resolution Authorizing the City Manager to Enter into an Agreement with Sixth & Green, LLC and Authorizing Acceptance of Temporary Construction and Permanent Drainage Easements, as part of the Spring Park Infrastructure Improvement Project.

Summary of Information:
The City of Winston-Salem owns and maintains Spring Park and the segment of West End Boulevard between N. Broad Street and W. Seventh Street. Steep topography and stormwater runoff from the street have contributed to the failure of the embankment that supports the road near the 300 block of West End Boulevard. In addition, a large sinkhole has developed just outside the right-of-way of West End Boulevard, on property owned by Sixth & Green, LLC (“Sixth & Green”), located at 841 W. Sixth Street. Upon investigation, it was determined that the drainage system from Sixth Street thru West End Boulevard, and into Spring Park, is in need of replacement. Accordingly, designs for a drainage project to replace the piping and to address slope repair and stabilization were begun.

Representation from Sixth & Green contacted the City Attorney’s Office, seeking to include repair of their privately-owned drainage system in the overall project. Approval of the attached resolution would allow the City Manager to enter into an agreement with Sixth & Green, on terms satisfactory to the City Attorney’s Office, for the performance of the drainage repairs on Sixth & Green’s property. The City would undertake the drainage repairs on said property, as a part of the Spring Park Infrastructure Improvement Project, in exchange for the payment by Sixth & Green of $95,000 toward the cost of that portion of the work on Sixth & Green’s property, and the execution by Sixth & Green of a release and indemnity, releasing and indemnifying the City against liability related to the repair.

Committee Action:

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Remarks:
In addition, Sixth & Green, LLC would donate to the City temporary construction and permanent drainage easements, in the approximate location indicated in attached Exhibit B, and in width, measure, form, and substance satisfactory to the City Attorney’s Office, and the City would, upon completion of the repair and donation of the easements, assume ownership of, and maintenance responsibility for, the drainage infrastructure, therein. The attached resolution authorizes the acquisition of the said easements.
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SIXTH & GREEN, LLC AND AUTHORIZING ACCEPTANCE OF TEMPORARY AND PERMANENT DRAINAGE EASEMENTS, AS PART OF THE SPRING PARK INFRASTRUCTURE IMPROVEMENT PROJECT

WHEREAS, the City of Winston-Salem owns and maintains Spring Park and the segment of West End Boulevard between N. Broad Street and W. Seventh Street; and

WHEREAS, steep topography and stormwater runoff from the street and have contributed to the failure of the embankment that supports the road near the 300 block of West End Boulevard and the formation of a large sinkhole just outside the right-of-way of West End Boulevard, on property owned by Sixth & Green, LLC (“Sixth & Green”); and

WHEREAS, upon investigation, it was determined that the drainage system from Sixth Street thru West End Boulevard, and into Spring Park, is in need of replacement; and

WHEREAS, designs for a drainage project to replace the piping and to address slope repair and stabilization were begun; and

WHEREAS, representation from Sixth & Green contacted the City Attorney’s Office, seeking to include repair of their privately-owned drainage system in the overall project; and

WHEREAS, this resolution allows the City Manager to enter into agreement with Sixth & Green, on term satisfactory to the City Attorney, for the performance by the City of the drainage repairs on Sixth & Green’s private property, in exchange for Sixth & Green’s payment to the City of $95,000 toward the cost of Sixth & Green’s portion of the drainage repairs and the execution by Sixth & Green of a release and indemnity, releasing and indemnifying the City against liability related to the repair; and

WHEREAS, Sixth & Green will donate to the City temporary construction and permanent drainage easements, in the approximate location indicated in attached Exhibit B; and
WHEREAS, this resolution also authorizes the acquisition/acceptance of said easements, provided they are granted in width, measure, and on terms satisfactory to the City Attorney’s Office; and

WHEREAS, this resolution furthermore authorizes the City to assume ownership of, and maintenance responsibility for, the drainage infrastructure that the City will repair on Sixth & Green’s property, following completion of the repair and the dedication of satisfactory easements;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Winston-Salem, upon the recommendation of the Finance and Public Works Committees, authorize the City Manager and the City Secretary to enter into a contract with Sixth & Green, on terms satisfactory to the City Attorney’s Office, for the performance by the City of the drainage repairs on Sixth & Green’s private property, as a part of the Spring Park Infrastructure Improvement Project, in exchange for Sixth & Green’s payment to the City of $95,000 and the execution by Sixth & Green of a release and indemnity, releasing and indemnifying the City against liability related to the repair.

BE IT FURTHERMORE RESOLVED that the Mayor and City Council of the City of Winston-Salem, upon the recommendation of the Finance and Public Works Committees, approve the acquisition of temporary construction and permanent drainage easements, in the approximate location indicated in attached Exhibit B, provided that the easements are furnished in width, measure, and on terms satisfactory to the City Attorney’s Office.

BE IT FURTHERMORE RESOLVED that the Mayor and City Council of the City of Winston-Salem, upon the recommendation of the Finance and Public Works Committees, approves the City’s assumption of ownership of, and maintenance responsibility for, the drainage
infrastructure that the City will repair on Sixth & Green’s property, following completion of the repair and the dedication of satisfactory easements.
ANSWORTH APARTMENTS - EASEMENT EXHIBIT
841 WEST SIXTH STREET

PROPOSED 20' DRAINAGE EASEMENT
City Council – Action Request Form

Date: March 21, 2017
To: The City Manager
From: Gregory M. Turner, Assistant City Manager

Council Action Requested:

Consideration of items relating to the Bowman Gray Methane Remediation Project:

a) Consideration of a resolution authorizing a change order to SCS Field Services Inc. in the amount of $200,000 for work on the Bowman Gray Stadium Methane Gas Remediation Project (East Ward);

b) Ordinance Amending the Project Budget Ordinance for the fiscal year 2016-2017 to appropriate funds.

Summary of Information:

On October 17, 2016 the Mayor and City Council awarded a unit price construction contract to SCS Field Services Inc. in the estimated amount of $1,790,068. The purpose of this capital improvement was to install methane remediation systems at the southwest and east parking lots at Bowman Gray Stadium due to high methane concentrations from deteriorating municipal solid waste.

Due to significant settling, cracking and overall degradation of the paved surface at the southwest parking lot, staff determined that the southwest lot would need to be resurfaced. The base contract includes some resurfacing work but not enough to pave the entire southwest lot.

To cover the cost of the additional stone, base, and asphalt, a contract change order of $200,000 is requested. Approval of the requested change order will adjust the total contract value to $1,990,068 for SCS Field Services Inc.

The attached budget amendment will cover the cost of this change order.

Committee Action:

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<td>For</td>
<td>Against</td>
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</table>

Remarks:
RESOLUTION AUTHORIZING A CHANGE ORDER TO SCS FIELD SERVICES INC. IN THE AMOUNT OF $200,000 FOR WORK ON THE BOWMAN GRAY STADIUM METHANE GAS REMEDIATION PROJECT

WHEREAS, on October 17, 2016, the Mayor and City Council awarded a unit price construction contract to SCS Field Services Inc. in the estimated amount of $1,790,068 for the Bowman Gray Stadium methane gas remediation project; and

WHEREAS, this methane remediation project is a unit price contract whereby the City pays for actual quantities used; and

WHEREAS, due to significant settling, cracking, and overall degradation of the paved surface at the southwest parking lot, staff determined that the southwest lot would need to be resurfaced; and

WHEREAS, the base contract includes some resurfacing work but not enough to pave the entire southwest lot.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that an increase in the purchase order in the amount of $200,000 is authorized to SCS Field Services Inc. for additional quantities of work associated with the Bowman Gray Stadium methane gas remediation project.
ORDINANCE AMENDING THE PROJECT BUDGET ORDINANCE FOR THE CITY OF WINSTON-SALEM, NORTH CAROLINA FOR THE FISCAL YEAR 2016-2017

BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem that the Project Budget Ordinance for the Fiscal Year 2016-2017 be amended to appropriate $200,000 in additional funds to cover a change order for resurfacing the entire southwest lot at Bowman Gray Stadium as part of the methane gas remediation project.

SECTION 1. That the Project Budget Ordinance of the City of Winston-Salem, adopted on June 20, 2016 and amended on August 15, 2016, September 19, 2016, October 17, 2016, November 21, 2016, December 19, 2016, January 17, 2017, and February 20, 2017, shall be further amended by changing the expenditure appropriations in the following fund.

Enterprise Capital Projects Fund

Solid Waste Disposal Fund
Bowman Gray Stadium Methane Gas Remediation Project – Change Order $200,000

Total Enterprise Capital Projects Fund Expenditures $200,000

SECTION 2. That the following revenues will be available to meet the above listed appropriations.

Enterprise Capital Projects Fund

Solid Waste Disposal Fund
Fund Balance Appropriation $200,000

Total Enterprise Capital Projects Fund Revenues $200,000

SECTION 3. That this amendment to the Project Budget Ordinance shall become effective as of the date of adoption.
At the January 2017 Public Works Committee Meeting, staff was asked to bring monthly updates on the status of concerns raised about the Comprehensive Bus Route changes which became effective January 2, 2017.

The attached report includes a presentation on the latest route changes occurring at WSTA.

Staff will be available to present and answer questions about the information submitted.
WSTA Route Changes

For March 27, 2017
WARD 5 ROUTE MODIFICATIONS

The Winston-Salem Transit Authority and DOT have developed the following route modifications to address requests from Ward 5 constituents. The route modifications are accompanied by maps and anticipated expenses resulting from these modifications.

Staff anticipates that the following low-cost modifications can be realized by March 27th:

<table>
<thead>
<tr>
<th>Route</th>
<th>Description</th>
<th>Annual Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td>(weekday\weekend route modification)</td>
<td>$10,214</td>
</tr>
<tr>
<td>90</td>
<td>(weekday route modification)</td>
<td>$9,450</td>
</tr>
<tr>
<td>106</td>
<td>(weekday route modification)</td>
<td>$2,548</td>
</tr>
</tbody>
</table>

The following options represent significant annual expense:

<table>
<thead>
<tr>
<th>Route</th>
<th>Description</th>
<th>Annual Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Saturday Service</td>
<td>$34,992</td>
</tr>
<tr>
<td>106</td>
<td>Saturday Service</td>
<td>$32,612</td>
</tr>
<tr>
<td></td>
<td>Six day night service for Axcess staffing</td>
<td>$237,916</td>
</tr>
<tr>
<td></td>
<td>(requires 9 route extended service)</td>
<td></td>
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</tbody>
</table>
Route 89

• Issue: Delays
  – Egress from IFB on to congested traffic on Northpoint results in schedule delays
  • Route will divert on to Cherry from University Parkway rather than Polo Road resulting in decreased running time. (Minimal or no passengers on Polo Road).
Diverting Route 89 to Cherry St instead of Polo Rd will decrease running time and eliminate schedule delays. The new route will service employees of AON and Pepsi.
Route 89

Additional Cost of Change in Route (Route currently Runs 7 Days a Week)

Hours Expense: Unchanged
Miles Expense: 1.6 \times 114 \times 52 = 1.0769 = $10,214

Net Miles Weekly Trips Weeks Cost per Mile Annual Exp.

-27-

G-4. DRAFT
Route 106

- Request: Direct service to Cherry Hill Apartments and Kimberly Park Elementary School

  - Deleted routing

    - Route will no longer travel on Clark Street between 14th Street & NW Crawford Place
      
      - Service on Clark Street began with new routing

    » The effect is minimal
Diverting Route 106 will eliminate the walk for residents of Cherry Hill Apts & staff, volunteers and parents of Kimberly Park Elementary School. This route will continue to serve Deacon Blvd, Millbrook Apts and Greenway Avenue. (Residents on this route are requesting Saturday service).
## Route 106

**Net Annual Cost of Route Modification on Weekdays** (*Route Currently Runs on Weekdays Only*)

<table>
<thead>
<tr>
<th>Hours Expense:</th>
<th>Unchanged</th>
<th>Miles Expense:</th>
<th>0.7</th>
<th>13</th>
<th>260</th>
<th>$1.0769</th>
<th>$2,548</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Miles</td>
<td>Trips per Day</td>
<td>Annual Days</td>
<td>Cost per Mi.</td>
<td>Annual Exp.</td>
<td></td>
<td></td>
<td></td>
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</table>

**Additional Annual Cost of Saturday Day Service – 7:00 AM to 12:00 AM** (*Route Does Not Run on Saturday*)

<table>
<thead>
<tr>
<th>Hours Expense:</th>
<th>17</th>
<th>1</th>
<th>52</th>
<th>$29.24260</th>
<th>$25,853</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours</td>
<td>Day(s)</td>
<td>Weeks</td>
<td>Cost per Hour</td>
<td>Annual Hr. Exp.</td>
<td></td>
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<table>
<thead>
<tr>
<th>Miles Expense</th>
<th>7.1</th>
<th>17</th>
<th>52</th>
<th>$1.0769</th>
<th>$6,759</th>
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<tbody>
<tr>
<td>Miles per Trip</td>
<td>Trips per Day</td>
<td>Annual Days</td>
<td>Cost per Mi.</td>
<td>Annual Mi. Exp.</td>
<td></td>
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**Total Annual Expense:** $32,612

**Annual Exp.**
Route 90

• Request: Employee access to Arbor Acres & Wake Forest University
  - Deleted routing
    • From University Parkway - Deacon Boulevard to Greenway Avenue and 28th/27th Street
      - Route 106 will continue serving this area
Modified route has sufficient time to service both locations. (Residents on this route are requesting night and weekend service).
Route 90

Net Cost of Route Modification on Weekdays (Route Currently Runs on Weekdays Only)

Hours Expense: Unchanged
Miles Expense: 2.5 X 13.5 X 260 X $1.0769 = $9,450

Net Miles Trips per Day Annual Days Cost per Mi. Annual Exp.

Additional Cost of Saturday Service- 7:00 AM to 7:00 PM (Route Does Not Run on Saturday)

Hours Expense: 17 X 1 X 52 X $29.24260 = $25,853
Hours Day(s) Annual Days Cost per Hour Annual Hr. Exp.

Miles Expense: 9.6 X 17 X 52 X $1.0769 = $9,139
Miles per Trip Trips per Day Annual Days Cost per Mi. Annual Mi. Exp.

$34,992
Annual Exp.
The Winston-Salem Transit Authority was forwarded a request from Axcess Staffing services requesting additional bus service to their location at 5950 Grassy Creek Blvd. Specifically; they requested that buses run later in order to accommodate employees that left work after 11:00PM.

Axcess Staffing Services provides staffing for WestRock; a manufacturing company located adjacent to their offices. WSTA contacted Axcess and subsequently met an administrator at that facility. WSTA was informed that WestRock would soon undergo a major expansion as a result of a WestRock contract which would require 200-300 additional staff. The contract term is directly related to the longevity of the staffing requirement. Axcess could not provide information regarding the longevity of the contract.

WSTA provided Axcess a survey to determine what additional WSTA services would be required to address their need. The survey was designed to document employee departure times and final destinations.

WSTA estimates that 63 persons at that location are candidates for WSTA services. WSTA determined that nine routes would need to run an additional two hours to address the transportation needs of their employees.

The annual expense to provide additional night service six days per week is:

| Hours Expense: | 18 Hrs. X 313 Days | $29,242.60 Cost per Hour | $164,772 Annual Exp. |
| Miles Expense: | 217 Miles X 313 Days | $1,076.90 Cost per Mi. | $73,144 Annual Exp. |

**Total** $237,916
Route 80

• Issue: Routes 80 and 107 both travel to Forsyth Medical Center, arriving and departing simultaneously, which means the medical center has hourly service only. The change in the time for Route 80 will give the employees and visitors of the medical center service every 30 minutes.

  – Route **80** will depart the Transportation Center at 45 minutes after each hour. The route will depart the TC beginning at 6:45 am. New schedules for this route will be available on March 20, 2017.
Questions
Date: March 21, 2017
To: The City Manager
From: Gregory M. Turner, Assistant City Manager

Council Action Requested:

Approval of an Ordinance Amending Sections 75-42 and 75-44(b) of the City Code, Relating to Stormwater Management System User Fees.

Summary of Information:

At its April 12th meeting, the Public Works Committee requested that staff investigate implementing a stormwater fee credit policy that could be used to incentivize non-residential property owners to install stormwater management devices on properties that currently have no stormwater controls. The attached is a draft ordinance to implement such a policy.

Committee Action:

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ORDINANCE AMENDING SECTIONS 75-42 AND 75-44(b) OF THE CITY CODE RELATING TO STORMWATER MANAGEMENT SYSTEM USER FEES

BE IT ORDAINED, by the City Council of the City of Winston-Salem as follows:

SECTION I. Sections 75-42 and 75-44(b) of the City Code, relating to stormwater management system user fees, are amended by adding the underlined language below:

Sec. 75-42. - Definitions.

For purposes of this article, the following terms shall mean:

…

Non-residential property: All developed parcels zoned or used for non-single-family residential, commercial, industrial, retail, governmental or institutional uses. This includes apartments, condominiums, timeshares, hotels and motels for purposes of computing. For purposes of user fee computation all such properties shall be considered and nonresidential property.

Sec. 75-44. - Stormwater management system user fees.

(b) The stormwater management system user fee charged to non-residential users shall be $831.00 per impervious acre annually, but in no event no less than $55.00 annually. Notwithstanding the foregoing, if a non-residential user, not already subject to the requirements of the post-construction ordinance of the City Code, has built and satisfactorily maintains a well-designed structural stormwater best management practice (“BMP”) on non-residential property, and that BMP reduces the volume of stormwater run-off from the non-residential property, in accordance with requirements outlined in section 75-303 of the City Code, the non-residential user will be eligible for a credit of up to twenty-five percent (25%) of the stormwater management user fee chargeable to the property. Similarly, if a non-residential user, not already subject to the requirements of the post-construction ordinance of the City Code, has built and satisfactorily maintains a well-designed structural stormwater best management practice (“BMP”) on non-residential property, and that BMP enhances/improves the quality of the stormwater run-off from the non-residential property, in accordance with section 75-302(b) of the City Code, then, the non-residential user will be eligible for a credit of up to twenty-five percent (25%) of the stormwater management user fee chargeable to the property. The two fee credits are cumulative; a non-residential user may receive credit for both a reduction in the volume of stormwater run-off and an improvement in the quality of stormwater run-off. However, the fee credit will be applied on a per-acres basis. For example, if the pond or BMP reduces the impact of stormwater run-off from two (2) acres of non-residential property, then, the non-residential user will be eligible for a credit on those two (2) acres of property, only. The total fee credit for which a non-residential user may be eligible for both volume reduction and quality
improvement will not exceed fifty percent (50%) of the total stormwater management user fee chargeable to the property. The City’s assistant city manager for public works and the City’s stormwater director shall have the authority to decide: (i) if the BMP has been sufficiently well designed, constructed, and maintained in accordance with sections 75-303 and 75-302(b) and other applicable provisions of the post-construction ordinance of the City Code, (ii) whether stormwater run-off volume is reduced or quality enhanced, thereby, and (iii) how much fee credit to apply to a given non-residential user’s stormwater management user fee.

SECTION II. This Ordinance shall take effect six months after adoption.
In April 2015, the Mayor and City Council approved an interlocal agreement with Forsyth County to share the services and cost of a City-County Geographic Information Office—MapForsyth. The agreement allocates the cost of MapForsyth based on the population of the City of Winston-Salem and all of Forsyth County, including the other municipalities. Currently, the County covers 64.5% of the cost of MapForsyth, with the City covering the remaining 35.5%. A GIS Steering Committee oversees the work of MapForsyth. The committee includes the Forsyth County Tax Administrator, the County MIS Director, the City-County Planning and Development Services Director, the City’s Chief Information Officer, the Assistant County Manager, and an Assistant City Manager.

One of the major projects currently underway in MapForsyth is the development of a Master Address Repository (MAR) that will provide a centralized database of addresses to assist City and County departments with the provision of services. MapForsyth has completed the first two phases of the project, and the database is now in place. The final phase of the project will integrate the MAR with four major City and County business systems—the County tax system, Cityworks asset management system, the City’s 311 system, and the City-County utility billing system.

Joseph Sloop, the City-County Geographic Information Officer, and his staff have produced the attached report on the MAR project. At the Public Works Committee meeting on March 21st, Mr. Sloop will provide an update on the work of MapForsyth, including progress on the MAR project.
ADDRESSING PROJECT REPORT

Phase II: Data Clean-up and Master Address Repository Creation
Prepared by:

Matthew Hamby - Addressing Coordinator
Stacy Tolbert - Addressing Analyst
Joseph Sloop, PhD, CGCIO, GISP - Geographic Information Officer
David Neininger - Project Manager

Prepared For:

Forsyth County Board of Commissioners
Winston-Salem City Council
Forsyth County Manager
Winston-Salem City Manager
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PROJECT METHODOLOGY 3
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PROJECT AREAS 4
ADDRESS CLEANING AND VALIDATION PROCESS 5
rGA MAR TOOL 7
RESULTS OF PHASE II 9
NEXT STEPS 9

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PURPOSE OF REPORT

The purposes of this report are to provide a general background and overview of the Addressing project and comply with Section III (a)(v) of the City/County Cooperative Services Agreement for MapForsyth.

INTRODUCTION

The Addressing project began in October 2013 with Phase I: Strategic and Implementation Plan. The strategic plan provided MapForsyth an understanding of the current state of county addressing and identified opportunities for workflow improvements. Phase I served as a foundation for Phase II of the Addressing Project, which creates a clean authoritative dataset and loads this data into a Master Address Repository (MAR). Phase II is nearing completion, and the MAR will contain all of the official situs addresses in Forsyth County, NC. Phase III of the project includes system integration with the MAR.

The purposes of the Master Address Repository are to:

- Provide an authoritative Addressing dataset;
- Avoid duplication of effort;
- Limit the number of individuals who can edit addressing data (Address Points and Centerlines); and
- Increased integration between enterprise applications and business systems.

Project cost for Phases I and II totaled $191,720 with Phase I being $25,000 and Phase II totaling $166,720. Phase III costs are to be determined per each system integrated. Some systems will have minimal MAR integration costs because there are no proprietary constraints. However, the cost to integrate proprietary systems will depend on the third party vendor requirements and the work involved with the MAR integration.

PROJECT METHODOLOGY

The project methodology for Phase II consisted of gathering data from GIS (Address Points and Street Centerlines) and from the four highest priority databases as identified by the GIS Steering Committee during Phase I of the project. All of this data was compared, system/dataset to system/dataset, to identify the authoritative and
correct address. In some cases, addresses were validated through historical documents such as recorded plats, City Council meeting minutes, and County Commissioner meeting minutes.

DATA USED DURING CLEAN-UP

1. Address Points and Street Centerlines (GIS Feature Class)
   a. These datasets are maintained by MapForsyth’s Addressing Team using Esri Software (GIS).

2. Address Information from the following Systems
   a. Tax (County System)
   b. City Works (City Business System)
   c. CSR (City 311 System)
   d. Cayenta (Utilities’ Billing System)

PROJECT AREAS

Due to the large number of addresses within the county (+180,000), the county was divided into six (6) areas (Figure 1). The areas were based on natural breaks such as highways, corporate municipal limits, and so forth.

Figure 1: Addressing Project Areas
ADDRESS CLEANING AND VALIDATION PROCESS

The collected data was sent to Spatial Focus\(^1\) for cleaning and processing. Spatial Focus ran a spatial analysis in which all data sources were compared to see how many addresses within each system matched. If an address did not match in all systems, it was flagged as an anomaly. Anomalies were sent back to MapForsyth’s Addressing Team for review. The Addressing Team reviewed all anomalies and submitted to Spatial Focus a resolution for each. Spatial Focus used that information to correct the data used to build the MAR (Figure 2).

![Addressing Anomaly Processing Diagram]

Figure 2: Addressing Anomaly Processing

Table 1 shows the different anomalies found during the cleanup process. The anomaly review process identified 22 different types of address anomalies. The anomaly codes

\(^1\) Spatial Focus is the vendor selected during a bidding process for Phases I and II of the Addressing Project. They specialize in the area of Addressing and Master Address Repositories ([www.spatialfocus.com](http://www.spatialfocus.com)).
varied in each of the six areas. Areas with more dense development (based on the number of residential addresses) contained more out of order addresses than less dense areas. Street name spelling codes occurred more in the rural areas than the urban area. For example, Area 2 has streets with hyphenated spellings such as Vienna-Dozier Road and Lewisville-Vienna Road. The anomaly process revealed that many of the data sources/databases did not use the hyphenated spelling. In Area 2, Vienna-Dozier Road alone was spelled wrong 152 times in one database and 137 times in another database.

### Table 1: Spatial Focus Anomaly Chart

<table>
<thead>
<tr>
<th>Anomaly</th>
<th>Code</th>
<th>Pilot</th>
<th>Area 1</th>
<th>Area 2</th>
<th>Area 3</th>
<th>Area 4</th>
<th>Area 5</th>
<th>Area 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conflicting Address Source Information</td>
<td>1</td>
<td></td>
<td></td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address is geocoded</td>
<td>2</td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spelling Anomaly</td>
<td>4</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ambiguous or inconsistent place name</td>
<td>6</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Type Anomaly</td>
<td>8</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
</tr>
<tr>
<td>Address far from street</td>
<td>10</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Number is Zero or Null</td>
<td>12</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
</tr>
<tr>
<td>Address # not in range for segment</td>
<td>15</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
</tr>
<tr>
<td>Address out of order</td>
<td>17</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
</tr>
<tr>
<td>Ambiguous Address Location</td>
<td>18</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streetname Predirectional Anomaly</td>
<td>21</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address and Access do not match</td>
<td>22</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td>•</td>
</tr>
<tr>
<td>No Structure with that address</td>
<td>23</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Centerline</td>
<td>25</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address uses alias</td>
<td>27</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nearest named street lacks range</td>
<td>31</td>
<td>•</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address number parity is incorrect for side</td>
<td>33</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Modifier Error</td>
<td>35</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long Fishbone</td>
<td>46</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside Study Area</td>
<td>54</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address street cannot be located</td>
<td>63</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Before the anomaly review process started, a review of a portion of Area 1 was used as a Pilot Area. This Pilot Area was used to train the Addressing Team on the review process and help to get a general idea of the time needed to review Anomalies. The Pilot Area data is included in the Area 1 data. Most of the addresses in this area were coded as “Address # not in range for segment” or anomaly code #15. This identified addresses in which the range for the centerline did not matchup with the address point location. This creates problems with the availability of address numbers along a segment of road. Staff was to adjust the centerline range to include the address number in some cases. Some of these anomalies were generated due to the process the tool used to find the address along the centerline.

When the County was completed, staff reviewed the codes for each area. The “Spelling Anomaly” code was the highest in Area 2. Of the 499 spelling anomaly codes, 46% (228) were hyphenated road names in which the business system data did not contain the
Kernersville is within Area 3 and Area 4, which generated a number of anomalies due mostly to the address points supplied by Kernersville and the address points from the official County point layer not sitting atop each other. The other large number of anomalies in Area 4 were anomaly code #33 “Address number parity is incorrect”. Most of these addresses were assigned using Kernersville’s Addressing Policy. The anomaly review was designed around Forsyth County’s Addressing Policy; therefore, it flagged these addresses as anomalies.

Areas 5 and 6 are almost entirely within the municipal limits of Winston-Salem, which has over 58,500 more addresses than the other four areas combined. These areas provide a contrast to the more undeveloped areas like Area 2 and 3. Areas 5 and 6 had more “Address Out of Order” and “Address and Access do not match” anomaly codes. Some of these anomalies were due to road closings, lots with access from two streets, or apartment complexes where multiple points with the same address are spread out. Overall both areas had low anomaly percentages.

Figure 3: Address anomalies per project area
rGA MAR TOOL

The majority of Address data has been verified and validated. Now there needs to be a way to continually update the MAR and the Address GIS layers at the same time. In order to maintain a GIS database along with the MAR, MapForsyth purchased a tool embedded in the ArcGIS mapping software we currently use. This tool allows addresses and street centerlines to be added, retired, and edited in the GIS database and in the MAR simultaneously, thus preventing potential errors (Figure 4).

Figure 4: rGA MAR Tool Workflow
RESULTS OF PHASE II

The MAR will contain the official spelling of streets and address numbers so that any system using the MAR for verification will be creating accurate data with the correct address number and street spelling. The MAR is the official address database in the same way the Tax Office has the official database that stores all the values for the real and personal property in Forsyth County.

The results of Phase II gives MapForsyth the ability to take the anomalies found in each business system to the appropriate department where the data is stored. Each department can then decide what corrections to make to their data.

NEXT STEPS

The next steps for the Addressing Project is Phase III: Integration with existing systems. The original scope of integration includes the following systems:

a. Tax (County System)
   b. City Works (City Work Order & Permitting System)
   c. CSR (City 311 System)
   d. Cayenta (Utilities’ Billing System)

Since there is no magic bullet for integrating business systems with the MAR, each system integration will be treated as an individual project. This allows impacted departments the time to develop the project scope, work with any third party vendor on cost estimates, and request the funding needed for project completion. MapForsyth will work with those departments and City or County IT staff to assess and develop the project scope and funding requirements.

MapForsyth, in conjunction with the GIS Steering Committee, will continue identifying and prioritizing the list of system integrations with mission critical systems being the first to integrate.

In summary, Phase II of the Master Address Repository project is on target for completion and the final invoices from Spatial Focus have been received and are being vetted for accuracy.
Annual Update of MapForsyth
Presented to: The City of Winston-Salem Public Works Committee

March 21, 2017
Overview

- Monthly GIS Steering Committee Meetings
  - Committee Members:
    - Tom Kureczka, Paul Norby, John Burgiss, Gary Koontz, Ben Rowe, and Ronda Tatum
  - Establish enterprise wide geospatial data standards
    - i.e. Geospatial Metadata Policy
  - Recommendation for large scale GIS projects
    - i.e. Addressing Project

- Bimonthly GIS User Group Meetings
  - Meet to discuss GIS technology, local GIS projects, updates from other GIS organizations
  - Open to all local governments in Forsyth County
Projects

WSTA Stop Location Collection Application

WSDOT and Sanitation Collecting bus stops Amenities (trash receptacles)

Property and Facility Maintenance: Asset Collector Manager

Collecting 18 asset types Use iPad to collect data Ties into CityWorks
Projects

Internal Sanitation Service Look-up

Designed for Yard Cart & on demand pick-up

Expanded to include other service types such as recycling, bulky items pick-up, etc.
City of WS Esri License Use – real-time
City of WS Urban Agriculture Web Application
Phase II of the Addressing Project

- Completion of the Master Address Repository (MAR)
- rGA Tool
  - Edits MAR and GIS Databases simultaneously
- Updated interlocal agreements with municipalities
- Addressing Field Work
  - Real-time updates in the field
Addressing Phase III

- Tax (NCPTS) System
  - FY 17-18
- CSR
  - FY 17-18
- CityWorks
  - Integrated
- Cayenta
  - FY 17-18
- County & City Emergency Services
  - Integrated
Future Projects

- Addressing Project Phase III
  - Integration
- Centralized GIS Data Repository
  - Department Head Meetings
    - GIS Data Inventory
    - Fact Finding for MAR Integration
    - Esri Recommendations
  - GIS Open Portal
- Recreation and Parks Story Map
- Census LUCA
- GIS Day 2017
Thank You!
Date: March 20, 2017

To: The City Manager

From: Gregory M. Turner, Assistant City Manager

**Council Action Requested:**

Consideration of a Resolution Authorizing the City Manager to Enter into an Agreement with the North Carolina Department of Transportation for Construction of a Segment of the Multi-Use Path adjacent to Business 40.

**Summary of Information:**

The Multi-Use Bicycle and Pedestrian Path (MUP) adjacent to Business 40 will link Baptist Hospital with BB&T Ballpark, Downtown and Wake Forest Innovation Quarter with nearby residential neighborhoods and commercial areas. The MUP was originally included in the Creative Corridors Coalition Visionary Master Plan and Design Guideline adopted by the City Council. The MUP was further developed with the Business 40 Master Plan and a portion of the MUP is included in the Business 40 Project. The City pursued the 2016 Transportation Investment Generating Economic Recovery (TIGER) Competitive Grant and while the submission was not successful, it was well received by the Federal Highway Administration.

A portion of the MUP from the Green Street Pedestrian Bridge to the Strollway near Liberty Street was submitted in the State Strategic Prioritization Process. It was the Metropolitan Planning Organization’s top bicycle and pedestrian project. The project scored well in the process and is included in the Draft 2018-2027 State Transportation Improvement Program (STIP) as project EB-5840. Design is shown for FY 2018 and construction is FY 2021.

The funding will come from Transportation Alternative Programs (TAP). TAP funds require a 20% local match. The cost for design and construction is estimated at $2,026,000, with the City’s share being $405,200. These costs are for infrastructure and do not include elements such as pocket parks and enhanced landscaping that can be installed later.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
<td></td>
</tr>
</tbody>
</table>

-65-
One of the charges of the Business 40 Design Build Team is to design and construct roadway elements, such as retaining walls, to accommodate the future MUP. In reviewing the area in the vicinity of the Cherry Street Eastbound Ramp, the team has foreseen future difficulties in construction of the MUP Bridge over the ramp. They proposed to construct the bridge as part of the current Business 40 Project to take advantage of design and construction efficiencies. NCDOT and city staff concur with their assessment.

If the construction phase of the project is moved from 2021 to 2020, the entire segment of the MUP from the Green Street Pedestrian Bridge to the Strollway Pedestrian Bridge could be accomplished in conjunction with the Business 40 Project. Staff is recommending City Council approval of a resolution requesting NCDOT to move the project to 2020 and authorize the City Manager to enter into an agreement with NCDOT for the required local match of $405,200. The primary and most likely source for funds for the local match would come from a 2018 Voter Bond Referendum. Other potential funding sources are 2/3 Bonds or Motor Vehicle Privilege Fees.
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A SEGMENT OF MULTI-USE PATH ADJACENT TO BUSINESS 40

WHEREAS, the Multi-Use Bicycle and Pedestrian Path (MUP) adjacent to Business 40 was included in the Business 40 Master Plan and the Creative Corridors Coalition Visionary Master Plan and Design Guidelines and adopted by City Council; and

WHEREAS, the MUP will link Baptist Hospital, BB&T Ballpark, Downtown and Wake Forest Innovation Quarter with nearby residential neighborhoods and commercial areas; and

WHEREAS, a portion of the MUP from Peters Creek Parkway to Green Street is included in the North Carolina Department of Transportation (NCDOT) Business 40 Design Build Project awarded in August 2016; and

WHEREAS, another portion of the MUP from Green Street to the Strollway was submitted in the State Strategic Prioritization Process; and

WHEREAS, this project, EB-5840, is included in the Draft 2018-2027 State Transportation Improvement Program with funding for design in Fiscal Year 2018 and construction in FY 2021; and

WHEREAS, the project is scheduled to be funded with Transportation Alternative Program Funds which require a 20% local match; and

WHEREAS, the total project cost is estimated at $2,026,000 with a local match of $405,200; and

WHEREAS, funds for the project could come from a 2018 Voter Bond Referendum, 2/3 Bonds or Motor Vehicle Privilege Fees;
WHEREAS, the Business 40 Design Build Team has identified future difficulties with construction of this segment of the MUP and proposed to mitigate these difficulties by constructing the project in conjunction with the Business 40 Project; and

WHEREAS, NCDOT and city staff recognize design and construction efficiencies of inclusion with the Business 40 Project and recommends the project be accelerated to take advantage of these efficiencies.

NOW, THEREFORE, BE IT RESOLVED that City Council hereby requests NCDOT accelerate construction of project EB-5840 to FY 2020.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Winston-Salem authorizes the City Manager and City Secretary to sign and execute a municipal agreement with the NCDOT for the design and construction of the segment of the Multi-Use Path from Green Street to Liberty Street.
Winston-Salem Community Connector
Bicycle and Pedestrian Multi-Use Path
Multi-Use Path & Bike/Ped Network

Stimmel Associates, PA
RS&H

Public Works
Committee Presentation
June 9, 2015
MUP West Critical Infrastructure

- Peters Creek Parkway Bridge widening
- Pedestrian Tunnel & Public Access

Stimmel Associates, PA
RS&H

Public Works
Committee Presentation
June 9, 2015
View of MUP Tunnel Entrance & Linear Pocket Park along Peters Creek Parkway
View of MUP Tunnel Entrance & Peters Creek Parkway Access at BB&T Ballpark
MUP Downtown Critical Infrastructure

- Broad Street Bridge Lengthening
- Cherry Street Bridge Lengthening

Stimmel Associates, PA
RS&H

Public Works Committee Presentation
June 9, 2015
View of Green Street Pedestrian Bridge, looking East
Strollway

- Strollway is proposed to go OVER business 40, not under
- Minimum 12’ wide pedestrian bridge at center of downtown
- Open space opportunities north and south of Business 40 create a central green linking the historic communities of Winston & Salem
- CCC design focuses on the pedestrian experience and integrates the landscape from the park space on either end onto the bridge itself
View of Strollway Bridge and Multi-Use Path from Cherry Street Bridge
Winston-Salem Community Connector

Multi-Use Path & Bike/Ped Network
City Council – Action Request Form

Date: March 21, 2017

To: The City Manager

From: Gregory M. Turner, Assistant City Manager

Council Action Requested:

Consideration of a petition to close and abandon Van Buren Street, Stratford Green Court, and a portion of Stratford Green Lane, located off of South Stratford Road (South Ward) – Petition of Mr. James D. Paloumba and Mr. Richard A. Anderson.

Summary of Information:

The City of Winston-Salem has received a petition to close and abandon Van Buren Street, Stratford Green Court, and a portion of Stratford Green Lane, located off of South Stratford Road. Van Buren Street is approximately 535 feet in length. It is bounded on the North by Frontis Street, on the West by Tax PIN 6814-23-4694, on the East by 5 different properties (Tax PINs 6814-23-8233, 6814-23-8331, 6814-23-8761, 6814-23-8462, & 6814-23-8566), and on the South by Burke Mill Road. Stratford Green Court is approximately 409 feet in length. It is bounded on the North by 6 different properties (Tax PINs 6814-23-3528, 6814-23-4694, 6814-23-3315, 5892-86-4367, 6814-23-3481, & 6814-23-5387), on the West by South Stratford Road, on the East by Burke Mill Road, and on the South by Stratford Green Road and Tax PINS 6814-23-0077 & 6814-23-3165. The portion of Stratford Green Lane to be abandoned is approximately 233 feet in length. It is bounded on the North by Stratford Green Court, on the West by Tax PIN 6814-23-0077, on the East by Tax PIN 6814-23-3165, and on the South by Burke Mill Road.

The Public Works Department has reviewed the request. Planning is supportive of the request contingent on the Mayor and City Council’s approval of the pending rezoning request (W-3316). This request should be voted on before the street closure request, but can be done at the same meeting. Winston-Salem DOT and Police have no concerns with the closing. The Fire Department has no concerns as long as long as the Petitioner plans to purchase all properties between Van Buren Street and Griffith Road, which they do. There are Utilities in conflict, therefore easements will need to be retained. Sanitation services will not be interrupted.

Approval of the petitioner’s request to close and abandon Van Buren Street, Stratford Green Court, and a portion of Stratford Green Lane, located off of South Stratford Road is recommended contingent upon the Mayor and City Council’s approval of the pending Zoning request.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
PETITION TO CLOSE AND ABANDON A PORTION OF Van Buren Street, Stratford Green Lane, Stratford Green Court

TO: HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WINSTON-SALEM

The undersigned respectfully petitions the Honorable Mayor and City Council of the City of Winston-Salem as follows:

I.

Your petitioner declares that he is the owner of See following pages and that as to other property abutting the portion of See following pages which he wants to have closed and abandoned, the following are the owners:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>See following pages</td>
<td>See following pages</td>
</tr>
<tr>
<td>See following pages</td>
<td>See following pages</td>
</tr>
<tr>
<td>See following pages</td>
<td>See following pages</td>
</tr>
<tr>
<td>See following pages</td>
<td>See following pages</td>
</tr>
<tr>
<td>See following pages</td>
<td>See following pages</td>
</tr>
</tbody>
</table>

(If additional space is needed, please use separate sheet.)

Please state your reason / purpose for closing a portion of said street / alleyway

Proposed acquisition, recombination and development of these parcels will eliminate the need for this Public Right of Way.
NORTH CAROLINA)
) FORSYTH COUNTY)

PETITION TO CLOSE AND ABANDON A PORTION OF Van Buren Street

TO: HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WINSTON-SALEM

The undersigned respectfully petitions the Honorable Mayor and City Council of the City of Winston-Salem as follows:

I.

Your petitioner declares that he is the owner of 3440 Frontis Street (Tax P.I.N. 6814-23-4694.00) and that as to other property abutting the portion of Van Buren Street which he wants to have closed and abandoned, the following are the owners:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTE Properties III, LLC</td>
<td>3937 Westpoint Blvd</td>
</tr>
<tr>
<td></td>
<td>Winston-Salem, NC 27103</td>
</tr>
<tr>
<td>Thomas E. Brewer</td>
<td>230 Barney Rd</td>
</tr>
<tr>
<td></td>
<td>High Point, NC 27265</td>
</tr>
<tr>
<td>Khosrow and Nasrin Bahrani</td>
<td>1221 Partridge Ln</td>
</tr>
<tr>
<td></td>
<td>Winston-Salem, NC 27106</td>
</tr>
<tr>
<td>William C. Hemrick &amp; Charles H. Petree</td>
<td>316 Auburndale St</td>
</tr>
<tr>
<td></td>
<td>Winston-Salem, NC 27104</td>
</tr>
<tr>
<td>City of Winston-Salem</td>
<td>PO Box 2511, Winston-Salem, NC 27102</td>
</tr>
</tbody>
</table>

(If additional space is needed, please use separate sheet.)

Please state your reason / purpose for closing a portion of said street / alleyway

Proposed acquisition, recombination and development of these parcels will eliminate the need for this Public Right of Way.
NORTH CAROLINA) 
FORSYTH COUNTY) 

PETITION TO CLOSE AND ABANDON A 
PORTION OF Stratford Green Court 

TO: HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WINSTON-SALEM 
The undersigned respectfully petitions the Honorable Mayor and City Council of the City 
of Winston-Salem as follows: 

I. 

Your petitioner declares that he is the owner of 3440 Frontis Street 
(Tax P.I.N. 6814-23-4694.00) and 
that as to other property abutting the portion of Stratford Green Court 

which he wants to have closed and abandoned, the following are the owners: 

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nick &amp; Susan Doumas</td>
<td>905 Burke St</td>
</tr>
<tr>
<td>Louis &amp; Litsa Doumas</td>
<td>Winston-Salem, NC 27101</td>
</tr>
<tr>
<td>Doumas Family, LLC</td>
<td>905 Burke St</td>
</tr>
<tr>
<td>LL Doumas, LLC</td>
<td>Winston-Salem, NC 27101</td>
</tr>
<tr>
<td>Stratford Burke Mill, LLC</td>
<td>3366 Nottingham Rd</td>
</tr>
<tr>
<td></td>
<td>Winston-Salem, NC 27104</td>
</tr>
</tbody>
</table>

(If additional space is needed, please use separate sheet.)

Please state your reason / purpose for closing a portion of said street / alleyway

Proposed acquisition, recombination and development of these parcels will eliminate 
the need for this Public Right of Way.
NORTH CAROLINA) FORSYTH COUNTY)  PETITION TO CLOSE AND ABANDON A PORTION OF Stratford Green Lane

TO: HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WINSTON-SALEM

The undersigned respectfully petitions the Honorable Mayor and City Council of the City of Winston-Salem as follows:

I.

Your petitioner declares that he is the owner of 3368 Stratford Green Court (Tax P.I.N. 8814-23-3165.00) and that as to other property abutting the portion of Stratford Green Lane which he wants to have closed and abandoned, the following are the owners:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(No additional owners)</td>
<td></td>
</tr>
</tbody>
</table>

(If additional space is needed, please use separate sheet.)

Please state your reason / purpose for closing a portion of said street / alleyway

Proposed acquisition, recombination and development of these parcels will eliminate the need for this Public Right of Way.

Street Closing Petition www.cityofws.org
Said portion of Van Buren St., Stratford Green Ct. & Stratford Green Ln. was dedicated to public use upon the public records appearing in the Office of the Register of Deeds of Forsyth County, North Carolina. Its use as a street or public way is unnecessary for the normal flow of traffic through the surrounding area.

II.

Your petitioner respectfully petitions that the following described portion of said Van Buren Street, Stratford Green Court and Stratford Green Lane officially be closed and abandoned: (insert property description of the property listed above)

That portion of Van Buren Street lying north of Burke Mill Road Public Right of Way, running north to Frontis Street Public Right of Way.

That portion of Stratford Green Court lying east of Stratford Road Public Right of way, running east to Van Buren Street Public Right of Way and Burke Mill Road Public Right of Way.

That portion of Stratford Green Lane lying north of Burke Mill Road Public Right of Way, running north to Stratford Green Court Public Right of Way.

The street closures described above shall be subject to the following conditions (the “Street Closure Conditions”):

Said street closure shall only be effective if and when (i) a single owner owns each of the parcels owned by the owners listed above, and (ii) the City Council Resolutions ordering said street closure (the “Street Closure Resolutions”) have been recorded in the Forsyth County Registry by said owner. If the Street Closures Conditions have not been satisfied on or before December 31, 2017, then the Street Closure Resolutions shall be automatically deemed null and void.

III.

No individual owning property in the vicinity of the aforesaid portion of Van Buren St., Stratford Green Ct. & Stratford Green Ln. will be deprived of reasonable means of ingress to and from his property, nor is the closing thereof contrary to the public interest.
WHEREFORE, your petitioner respectfully requests the City of Winston-Salem, acting through its City Council to close and abandon for street purposes that portion of said Van Buren Street described, all as provided by law, particularly by Section 160A-299 of the General Statutes of North Carolina.

RESPECTFULLY SUBMITTED, this the 7th day of November, 2016.

[Signature(s) of Petitioner(s)]

Petitioner’s Title (if representing an organization)

ATTESTED BY:

[Signature of Witness]

Witness’s Title
NORTH CAROLINA)
)
FORSYTH COUNTY)

I (we) ____________________________, being duly sworn, depose and say that I am (we are) the petitioner(s) in the above entitled matter; that I (we) have read the foregoing petition and know the contents thereof; that the same is true of my (our) own knowledge except as to those matters therein stated on information and belief and as to those matters, I (we) believe it to be true.

______________________________
Signature(s) of Petitioner(s)

SWORN AND SUBSCRIBED before me, this the 7th, day of November, 2016

______________________________
Signature of Notary Public

My commission expires: 7-18-17

DATE PETITION RECEIVED IN CITY SECRETARY'S OFFICE: ____________________________

FEE PAID: _______________________

4/13
WHEREFORE, your petitioner respectfully requests the City of Winston-Salem, acting through its City Council to close and abandon for street purposes that portion of said Stratford Green Lane described, all as provided by law, particularly by Section 160A-299 of the General Statutes of North Carolina.

RESPECTFULLY SUBMITTED, this the 1st day of DECEMBER, 2010.

Stratford Green Lane, LLC
by Richard A. Anders
Signature(s) of Petitioner(s)

Manager
Petitioner’s Title (if representing an organization)

ATTESTED BY:

Signature of Witness

Witness’s Title
NORTH CAROLINA)

FORSYTH COUNTY)

I (we) STRATFORD GREEN LAKES, LLC, being duly sworn, depose and say that I am (we are) the petitioner(s) in the above entitled matter; that I (we) have read the foregoing petition and know the contents thereof; that the same is true of my (our) own knowledge except as to those matters therein stated on information and belief and as to those matters, I (we) believe it to be true.

[Signature(s) of Petitioner(s)]

SWORN AND SUBSCRIBED before me, this the 1st, day of December, 2016.

[Signature of Notary Public]

My commission expires: July 24, 2021

Date Petition Received in Engineering Office:

[Signature of Engineering Office staff member verifying information in this petition]

DATE PETITION RECEIVED IN CITY SECRETARY’S OFFICE: __________

FEE PAID: ________________

4/13

Street Closing Petition www.cityofwfs.org
Page 4 of 7

-97-
WHEREFORE, your petitioner respectfully requests the City of Winston-Salem, acting through its City Council to close and abandon for street purposes that portion of said Stratford Green Court described, all as provided by law, particularly by Section 160A-299 of the General Statutes of North Carolina.

RESPECTFULLY SUBMITTED, this the 74th day of November, 2016.

[Signature(s) of Petitioner(s)]

Petitioner's Title (if representing an organization)

ATTESTED BY:

[Signature of Witness]

Witness's Title
NORTH CAROLINA)
) FORSYTH COUNTY)

I (we) ___________ , being duly sworn, deposes and say
that I am (we are) the petitioner(s) in the above entitled matter; that I (we) have read the
foregoing petition and know the contents thereof; that the same is true of my (our) own
knowledge except as to those matters therein stated on information and belief and as to those
matters, I (we) believe it to be true.

[Signature(s) of Petitioner(s)]

SWORN AND SUBSCRIBED before me, this the 7th , day of December, 2016

[Signature of Notary Public]

My commission expires: 7-18-17

Date Petition Received in Engineering Office:

[Signature of Engineering Office staff member verifying information in this petition]

DATE PETITION RECEIVED IN CITY SECRETARY'S OFFICE: 

FEE PAID: 

Street Closing Petition www.cityofws.org Page 4 of 7

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AUTHORIZED AGENT

The authorized agent may be the petitioner or another person designated by the petitioner to answer questions and to represent the petitioner at public hearings. All correspondence will be sent to this agent.

Name:  Justin Levine

Mailing Address:  1001 W. Loop South
Houston, TX 77027

Daytime telephone number (landline and/or mobile):  (713) 907-9677 (Mobile)
STREET CLOSURE PETITION: VAN BUREN STREET, STRATFORD GREEN COURT
& A PORTION OF STRATFORD GREEN LANE
Petition of Mr. James Paloumba & Mr. Richard Anderson
STREET CLOSURE PETITION: VAN BUREN STREET, STRATFORD GREEN COURT
& A PORTION OF STRATFORD GREEN LANE
Petition of Mr. James Paloumba & Mr. Richard Anderson
TO: Lee D. Garrity, City Manager  
FROM: Gregory M. Turner, Assistant City Manager  
DATE: March 21, 2017  
SUBJECT: Firm Selection for Comprehensive Bicycle Master Plan

At the February 2017 Public Works Committee Meeting, staff was asked to provide additional information on the selection process used to determine the recommended engineering firm to conduct the Comprehensive Bicycle Master Plan study. In 2005, the City of Winston-Salem and the Winston-Salem Metropolitan Planning Organization (WSMPO) adopted a Comprehensive Bicycle Master Plan to provide a vision for cycling in the community and to identify infrastructure improvements needed to make cycling a viable transportation option. Nearly all of the priority projects identified through that planning process have been implemented or have been funded.

In October 2016, the City requested proposals for the next Bicycle Master plan and on November 2016, the City of Winston–Salem received five proposals from professional engineering firms stating their qualifications. A selection committee consisting of the Transportation Planning Development Coordinator, the NCDOT Planning Coordinator, the Transportation Project Planner (Bike/Ped) and the Project Planner (Greenways) has evaluated the proposals based upon the following criteria:

- Scope of Work proposed
- Experience and Availability
- Citizen Participation
- Local Presence
- M/WBE Status

A chart showing all the firms which proposed and their scores is shown below. Based upon their scores, the evaluation team selected AECOM as the recommended firm for the project. The firm exceeded the 10% goal for M/WBE participation on the project. AECOM is also a local firm employing 3 employees in their Winston-Salem office with the potential of adding 2 more.

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<td>71.5</td>
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<td>Davenport</td>
<td>63.75</td>
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<tr>
<td>Tindale Oliver</td>
<td>60</td>
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</table>

Staff plans to negotiate with AECOM for the proposed fee for this work and expects to bring an item to Council in April for consideration.
The Winston-Salem Urban Area MPO Transportation Advisory Committee approved $120,000 in STPDA funds for the project on March 17, 2016. The City is responsible for providing the 20% matching funds, totaling $30,000. Because STPDA funds are being used, the City must comply with “NCDOT Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts”.

Staff has provided the following additional items to further detail the selection process used:

- Attachment 1: Winston-Salem Bicycle Plan Proposal - Selection Criteria
- Attachment 2: Winston-Salem Bicycle Plan Proposal - Staff Evaluations
- Attachment 3: Winston-Salem Bicycle Plan Proposal - Federal Restrictions
- Attachment 4: NCDOT Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts

Please let me know if you need additional information.

Attachments
As indicated by Assistant City Manager Greg Turner, the City requested proposals for the Bicycle Master Plan in October 2016. Responses were received the following month and evaluated by staff using certain criteria. Since this project will use state funds, in particular Surface Transportation Program – Direct Attributable (STP-DA) funds, the City must comply with North Carolina Department of Transportation Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts (“Policies and Procedures”). Said Policies and Procedures apply to the preparation, execution and administration of contracts for professional or specialized services that exceed $50,000 and which are executed in connection with the planning, design, maintenance, repair and construction of transportation infrastructure.

According to the aforementioned Policies and Procedures, the criteria used for evaluating, ranking, and selecting consultants to perform professional and specialized services must assess proven, demonstrated competence and qualification for the type of professional services solicited. The Policies and Procedures specifically prohibits the use of price and in-state or local preference as a factor in the evaluation, ranking and selection phase. The Policies and Procedures provide for consideration of non-qualifications based criteria; however, said criteria may not exceed a combined total of 10 percent. Based upon the Policies and Procedures, such non-qualifications based evaluation criteria include local presence, the participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants and MBE and WBE goals. Again, the combined total may not exceed 10 percent.

Given the use of STP-DA funds and the provisions in the Policies and Procedures regarding non-qualifications based criteria and the nominal weight assigned to such, the Bicycle Master Plan contract should be awarded consistent with criteria used to assess proven, demonstrated competence and qualification for the type of professional services solicited.
## Winston-Salem Bicycle Plan Proposal - Selection Criteria

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<td>• Innovative suggestions for completing scope components</td>
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<td>• Milestones</td>
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<td>• Timeframe - shorter is better as long as they address all scope components</td>
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<td></td>
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<td>• Methods - Detailed descriptions of how each task will be performed.</td>
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<td>• Deliverables</td>
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<td>• How do they propose to address City and MPO needs in one plan?</td>
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<td>• Bicycle Master Plan experience</td>
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<tr>
<td></td>
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<td>• History of innovative plans and recommendations</td>
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<td>• Bike infrastructure and programming experience</td>
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<td>• Availability of experienced staff to work on project</td>
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<td>• Innovative approaches</td>
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<td>M/WBE Status</td>
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# Winston-Salem Bicycle Plan Proposal - Staff Evaluations

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**Average Scores**

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<td>63.75</td>
<td>71.5</td>
<td>60</td>
<td>77.5</td>
</tr>
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</table>
Winston-Salem Bicycle Plan Proposal - Federal Restrictions

Consultant services funded in whole, or in part, with Federal-aid highway program funds shall be procured and administered in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Additionally, NCDOT’s Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts must be adhered to for all contracts that exceed $50K, with a slightly modified process for those under $50K. Regardless of the contract amount, direct sole source contracting is not allowed except under the conditions set forth under Section 5(d) of the aforementioned policy.

6. PROCUREMENT PROCESS
C. Select the Firm(s) (See Attachment 4, page 11)

The following non-qualifications based evaluation criteria are permitted as follows and provided the combined total of these criteria do not exceed a nominal value of 10 percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

- **A local presence may be used as a nominal evaluation factor where appropriate.** This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- **The participation of qualified and certified Disadvantaged Business Enterprise (DBE) subconsultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the Department’s FHWA-approved DBE program.**

- **NCDOT has an overall DBE goal which is established once every three years for federally funded projects. NCDOT also has overall MBE and WBE goals which are also established once every three years for state funded projects. Project goals may be set on professional services projects to help meet overall goals. The Firm, subconsultant, and subfirm shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability/handicap or sex in the performance of a contract.**
POLICIES AND PROCEDURES FOR PROCUREMENT AND ADMINISTRATION OF MAJOR PROFESSIONAL OR SPECIALIZED SERVICES CONTRACTS

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

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Director of Technical Services

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Division Administrator, FHWA

Adopted by North Carolina Board of Transportation: June 30, 2016
# POLICIES AND PROCEDURES FOR PROCUREMENT AND ADMINISTRATION OF MAJOR PROFESSIONAL OR SPECIALIZED SERVICES CONTRACTS

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

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Adopted by North Carolina Board of Transportation: June 30, 2016
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<td>b. Selection committee</td>
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<td>c. Selection of Firm</td>
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<td>d. Negotiation of contract</td>
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<td>e. Execution of contract</td>
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<td>f. Contract provisions</td>
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<td>7. CONTRACT ADMINISTRATION</td>
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<td>a. Types of contracts</td>
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1. **INTRODUCTION AND PURPOSE**

These policies and procedures are established as a guide for the preparation, execution and administration of contracts for professional or specialized services that exceed $50,000 and which are executed in connection with the planning, design, maintenance, repair, and construction of transportation infrastructure and are obtained by the North Carolina Department of Transportation (NCDOT) in accordance with G.S. 136-28.1(f) and 23 CFR 172, as applicable. The implementation of this document will ensure that a qualified Firm is obtained through an equitable selection process and that the prescribed work is properly accomplished in a timely manner and at a reasonable cost.

These policies and procedures were developed in accordance with the following requirements:

1. General Statute Section 136-28.1 (f);
2. General Statute Sections 143-64.31, 143-64.32, and 143-64.33;
3. 23 Code of Federal Regulations Part 172 entitled “Procurement, Management, and Administration of Engineering and Design Related Services”;
4. General Statute Chapter 55B;
5. General Statute Chapter 89C;
6. 19A NCAC 02E.0700;
7. General Statute 147-64.7; and
8. 2 CFR 200 (except where inconsistent with 23 CFR 172).

The policies and procedures were specifically developed to provide detailed guidance for the implementation of Article 19A NCAC 02E.0700, Professional or Specialized Services, as found in the North Carolina Administrative Code. Additionally, NCDOT, as a direct recipient of Federal Aid Highway Funds, must comply with all applicable rules and regulations pertaining to the use of said funds. Therefore, NCDOT agrees to maintain written policies and procedures for the procurement, management, and administration of professional services and specialized services contracts, including those related to planning, environmental analyses, engineering and design. As such, the Federal Highway Administration (FHWA) shall approve the written policies and procedures, including all revisions, to assess compliance with applicable requirements. Unless a subgrantee uses this policy, NCDOT shall approve written policies and procedures, including all revisions to such policies and procedures, of a subgrantee to assess compliance with applicable requirements.

All NCDOT personnel involved with contracts for professional or specialized services shall comply with General Statute 133-32 (Gifts and Favors Regulated); the North Carolina Department of Transportation Personnel Manual, Section 8, entitled “Discipline, Appeals & Grievances”; and the most recent policy on Ethical Conduct as adopted by the Board of Transportation.

Due to the diversity of contract types, some portions of these policies and procedures may not be fully applicable to all situations. The Professional Services Management Unit (PSMU) shall be responsible for determining when deviations from these procedures are justified. The PSMU shall also be responsible for documenting, in writing, any deviation from these policies and procedures and obtaining FHWA approval if needed.
Subgrantees shall follow the policies and procedures when utilizing professional or specialized services, unless said subgrantee is using its own policies and procedures approved by NCDOT. When subgrantees administer Federal-aid funds (as with Bridge Replacement projects), the subgrantees shall obtain NCDOT approval, in writing, prior to contracting with a Firm.

2. **Definitions**

The following definitions are for the purpose of clarifying and describing words and terms used herein.

**Agreement/Contract** – A generic term for any number of document types referred to herein, i.e. Limited Services Contract, Limited Services Agreement, Project-Specific Contract, etc.

**Contract Amendment** – A formal agreement which modifies the terms of the original contract, or any subsequent supplemental agreement(s).

**Contract Initiator** – The individual(s) responsible for requesting approval from the Division or other Business Unit to solicit proposals for professional or specialized services. The Contract Initiator will be a Unit Head or equivalent level of management, or his/her designee.

**Cost Per Unit of Work** – A method of compensation based on an agreed cost per unit of work which may include labor, overhead, fee (profit margin) and other non-salary direct costs.

**Cost-plus-Overhead-plus-Profit (Cost-Plus)** – A method of compensation based on the actual allowable and documented cost for labor, overhead, cost of capital, and other non-salary direct costs incurred by the Firm performing the work plus fee. This contracting type replaces the previous “Cost plus Fixed Fee” contract type.

**Cost Proposal** – A detailed submittal specifying the number of workdays required and the compensation requested for the performance of the specific scope of services as defined by NCDOT.

**Disadvantaged Business Enterprise (DBE)** – A for-profit small business concern—(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own it.

As used in this document, the term Disadvantaged Business Enterprise (DBE) is as defined above for Federally-funded projects. The term DBE, as used in this document, takes on the meaning of Disadvantaged Minority-owned Business/Business Enterprise (MBE) and Disadvantaged Women-owned Business/Business Enterprise (WBE) for state-funded projects.

**Firm** – Also referred to as “Consultant”, “Subconsultant”, “Professional or Specialized Services Firm (PSSF)”, “Prime Firm”, “Contracting Firm”, or “SubFirm”. A private agency, corporation, organization, business or individual offering qualified professional or specialized services.

**Fee** (Operating Margin, Profit Margin or Profit) – A percentage applied to cost-plus-overhead that represents the operating margin (profit) for a Firm on any particular contract or task order. The establishment of a fee (profit margin) shall be project specific and shall take into account the size,
complexity, duration and degree of risk involved in the work. If a fee higher than the standard fee is utilized, it must be justified by the Firm and approved in writing by the Professional Services Management Unit, or its delegate. This must occur prior to the cost proposal submittal.

**Letter of Interest (LOI) (Proposal)** – An expression of interest by a Firm for performing specific services as advertised by NCDOT.

**Limited Services Contract (LSC) (or Agreement) (LSA)** – An “as-needed basis” contract established for a maximum dollar amount for professional or specialized services to be performed during a specified contract period, generally not to exceed an initial three year term, but may have time provisions to extend the contract to a lifespan of up to five years. As needed, during the contract period, a scope of services, schedule, and total compensation are negotiated with the Firm for the performance of an individual assignment (or task order) of professional or specialized service, as defined by the Agreement. The scope of services, schedule, and compensation for each individual assignment are documented in a Notice to Proceed. NCDOT may elect to utilize up to the maximum amount of the Agreement during the contract period or may elect not to negotiate with the Firm for any services during the contract period.

**Lump Sum** – A fixed price including labor, overhead, non-salary direct costs, and fee for the performance of specific services.

**Multiphase Contract** – A contract where the solicited services may be divided into phases, whereby the specific scope of work and associated costs may be negotiated and authorized by phase(s) as the project progresses.

**Non-Salary Direct Costs** – Charges, except for labor, which are customarily job or project related, including but not limited to, travel, document reproduction, subsistence, etc. Phones, computer usage, tablets (or other personal computing devices), Data Plans, and Wi-Fi costs are not allowed to be billed directly as these charges are recovered through Overhead.

**Overhead** – A Firm’s indirect costs, stated as a percentage of direct labor, including general administrative expenses plus employee fringe benefits. Fringe benefits may include employer’s portion of FICA, comprehensive health insurance, group life insurance, unemployment contributions to the state, vacation, sick leave, holidays, workers’ compensation and other such benefits.

**Professional or Specialized Services** – Services such as, but not limited to, project management, construction engineering and inspection, feasibility studies, planning and environmental (human and natural) surveys and studies, preliminary engineering, design engineering, design, redesign, engineering, surveying, mapping, geotechnical investigations, architectural related services, visualization, simulation studies, technical assistance and transportation services studies. Also, professional services of an architectural or engineering nature, as defined by North Carolina law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project.

**Professional Services Management Unit (PSMU)** – The unit responsible for the advertisement, selection, contract preparation, and execution of professional or specialized services contracts between the Department and Professional or Specialized Services Firms.

**Project Manager** – The individual responsible for oversight of the project work after the contract is executed.
**Project-Specific Contract** – A contract between NCDOT and consultant for the performance of services and defined scope of work related to a specific project or projects. The fully-executed Project-Specific Contract represents the full scope of services required by NCDOT.

**Purchase Order (PO)** – A “contract” that represents a Task Order or Work Order assignment given to a Firm, generally under a Limited Services Contract. Generally, a PO is a Notice to Proceed to perform services (related to project(s), scope(s) of services, period of time), to be completed for a NCDOT Business Unit or Division, and can be paid under any of the terms listed in the section “Payment Methods” of this document.

**Scope of Services** – All services, actions, and physical work required by NCDOT to achieve the purpose and objectives defined in the contract. Such services may include the furnishing of all required labor, equipment, supplies, and materials except as specifically stated.

**Small Professional Services Firm (SPSF)** – A Firm that meets size standards defined by the Small Business Administration regulations, 13 CFR Part 121 under the North American Industrial Classification System. The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of consulting opportunities for small businesses on federal and state funded contracts.

**Specific Rate(s) of Compensation** – A method of compensation based on an agreed cost per hour of work including labor, overhead, and fee (profit margin). Non-salary direct costs are charged and reimbursed separately.

**Subgrantee** – A local government, public authority, profit or non-profit legal entity which receives Federal-Aid funds through NCDOT.

**Termination Clause** – A contract clause which allows NCDOT to terminate, at its discretion, the performance of work, in whole or in part, and to make final payment in accordance with the terms of the contract.

### 3. **Roles and Responsibilities**

NCDOT shall sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of professional and specialized services, reimbursed in whole or part with Federal Aid Highway Funds, as follows.

The **Technical Services Director** is responsible for:

- Obtaining the approval of the Secretary of Transportation on award of professional and specialized services contracts and approving contract executions, supplementals, and amendments;
- Approving emergency procurements;
- Approval of Sole Source contract requests; and
- Ensuring the organizational capacity and resources exist to manage and administer the procurement of engineering and design related consultant services.

The **Professional Services Management Unit (PSMU)** is responsible for:
• Preparing and maintaining written policies and procedures for the procurement, management, and administration of professional and specialized services, and ensuring its coordination and approval by the FHWA and adoption by the North Carolina Board of Transportation;
• Establishing a procedure for estimating the level of effort, schedule, and costs of needed consultant services and associated agency staffing and resources for management and oversight in support of project authorization requests submitted to FHWA for approval;
• Procuring engineering and design related consultant services in accordance with applicable federal and state laws, regulations, and approved policies and procedures;
• Soliciting Letters of Interest, qualifications, or proposals from prospective consultants;
• Preventing, identifying, and mitigating conflicts of interest for employees of both the contracting agency and consultants and promptly disclosing in writing any potential conflict to NCDOT and FHWA, as applicable;
• Verifying prequalification status of consultants submitting Letters of Interest or proposals (which further verifies suspension and debarment actions and eligibility of consultants as determined through the prequalification process);
• Determining, based upon this policy and the size and complexity of a project, the need for additional discussions or interviews following submission and evaluation of Letters of Interest or proposals;
• Negotiating contract modifications;
• Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate;
• Providing consultation, training and support, as needed, for Business Units/Divisions or other users to ensure consistent application of this document; and
• Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

The Business Unit / Division is responsible for:

• Ensuring that adequate staffing is available to serve in responsible charge of projects to monitor and administer consultant service contracts. The Business Unit (including Divisions, Branches, Units, and/or any other similar designations that may be used by NCDOT) is responsible for managing, and administering professional and specialized services in accordance with applicable federal and state laws, regulations, and approved policies and procedures, including but not limited to:
  • Preparing scopes of work;
  • Preparing the in-house estimate;
  • Establishing elements of contract costs, validating indirect cost rate(s) for application to contracts, and assuring consultant compliance with federal cost principles;
  • Ensuring consultant costs billed are allowable in accordance with federal cost principles and consistent with the contract terms including the acceptability and progress of the consultant’s work;
  • Monitoring the consultant’s work and compliance with the terms, conditions, and specifications of the contract;
• Evaluating and participating in decisions for contract modifications;
• Being familiar with the qualifications and responsibilities of the consultant’s staff and evaluating any requested changes in key personnel;
• Ensuring the correct usage of proposed subconsultants per the selected Firm’s Letter of Interest;
• Preparing a consultant’s performance evaluation when services are completed and using and/or supplying such performance data to the PSMU for use in future evaluation and ranking of consultant(s) to provide similar services;
• Closing-out contracts or purchase orders;
• Retaining supporting programmatic and contract records;
• Determining the extent to which the consultant responsible for the professional quality, technical accuracy, and coordination of services may be reasonably liable for costs resulting from error and omission in the work furnished under its contract; and
• Initiating, implementing, and terminating POs under LSCs.

The Consultant Utility Rail and Turnpike Unit (CURT) of the Office of Inspector General is responsible for:

• Conducting audits (formal examinations) in accordance with professional standards of a consultant’s accounting systems, incurred cost records, and other cost presentations to test the reasonableness, allowability, and allocability of costs in accordance with federal cost principles (as specified in 48 CFR part 31);
• Establishing or accepting indirect cost rates for consultants in accordance with federal cost principles and in accordance with 23 CFR 172.11;
• Reviewing procurement documents to ensure that established rates are being utilized; and
• Establishing consultant direct salary or wage rates based upon an objective assessment of the reasonableness of proposed rates.

The Consultant is responsible for:

• Accounting for costs appropriately and maintaining records. The records should, include supporting documentation that is adequate to demonstrate costs claimed have been incurred are allocable to the contract, and comply with federal cost principles;
• Ensuring the correct usage of proposed subconsultants per the selected Firm’s Letter of Interest;
• Updating indirect cost rates on an annual basis in accordance with the consultant’s annual accounting period and in compliance with federal cost principles;
• Certification of final indirect costs in accordance with 23 CFR 172(b)(3); and
• Ensuring that prequalification information is updated in accordance with the requirements prescribed by NCDOT’s prequalification requirements.

The Office of Civil Rights is responsible for:

• Procuring, administering, and managing contracts for DBE Supportive Services and OJT Supportive Services, as necessary to meet approved program objectives;
• Adhering to these Policies and Procedures in the procurement process;
• Developing and implementing process steps to address issues that are apropos to the Office of Civil Rights;
• Ensuring that proposals are solicited from such qualified sources as will assure the competitive nature of the procurement with a conscientious effort to utilize the services of qualified disadvantaged or minorities or women’s enterprises;
• Developing a process to ensure that consultants are qualified to perform the scope of services;
• Working with the CURT Unit to establish direct salary and wage rates for proposed consultants; and
• Assuming all other roles of the Professional Services Management Unit and the Business Unit/Division as outlined above.

4. CERTIFICATION AND PREQUALIFICATION

NCDOT is committed to ensuring that all North Carolina businesses have the opportunity to participate in professional and specialized services contracts. NCDOT shall ensure that Disadvantaged Business Enterprises (DBE) have opportunity to participate in the performance of contracts financed in whole or in part with federal funds; and Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have opportunity to participate in the performance of contracts financed with non-federal funds.

When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related service contracts may be achieved in accordance with NCDOT’s FHWA approved DBE program by the use of an evaluation criterion in the qualifications-based selection of consultants or the establishment of a contract participation goal. However, the use of quotas or set-asides for DBE consultants is prohibited.

In an effort to ensure that participation goals are met through race-neutral measures, NCDOT strongly encourages the use of Small Professional Services Firms and gives consideration to consultants that commit to the use of SPSFs in the performance of contracts.

The List of Prequalified Private Consulting Firms (The Directory of Firms) is provided as an informational source for prime contractors, subcontractors, and consultants as well as local and federal agencies.

Certification

The Directory of Firms is a real-time consolidated list of Firms that have been certified through North Carolina's Unified Certification Program as Disadvantaged Business Enterprises (DBE), Airport Concession Disadvantaged Business Enterprises (ACDBE), Small Professional Services Firms (SPSF), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and/or Small Business Enterprises (SBE). Certification information is maintained by the Department.

Prequalification

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NCDOT maintains a List of Prequalified Private Consulting Firms (The Directory of Firms) that have been approved to perform professional or specialized services. Firms must be prequalified to perform the specific discipline of work or service it will be performing on the project for NCDOT. Prequalification by NCDOT does not relieve the Firm of responsibility for determining if the subconsultants selected are, in fact, qualified to perform the work for which it is engaged.

A Firm may be considered for the List of Prequalified Private Consulting Firms by furnishing NCDOT with information describing the Firm’s area(s) of expertise, experience, present activities, and financial qualifications. This may be accomplished by submitting a Private Consulting Firm Qualifications application, proof of registration with the North Carolina Secretary of State’s Office, the North Carolina Board of Registration for Professional Engineers and Land Surveyors, if applicable, and any other additional information as requested. Applications must be completed online at https://connect.ncdot.gov/business/consultants/Pages/default.aspx. Once it is determined by review of aforementioned information that the Firm has the required expertise, resources, and staff to perform the services for NCDOT, the Firm will be added to the List of Prequalified Private Consulting Firms.

A Firm which is not on the List of Prequalified Private Consulting Firms must submit the required information prior to submitting its Letter of Interest for any advertised project.

In order for a Firm to remain on the List of Prequalified Private Consulting Firms, it will be required to renew its application and provide any other information as requested by NCDOT prior to the Firm’s renewal date each year.

Firms that do not provide this updated information annually, as requested, will be removed from the List of Prequalified Private Consulting Firms.

5. PROCUREMENT METHODS

The procurement of professional and specialized services funded by either State or Federal Aid Highway Program funds shall be conducted in accordance with one of four (4) methods:

a) Competitive negotiation (qualifications-based selection) procurement

The Department will use a competitive negotiation method for the procurement of engineering and design related services when either State or Federal Aid Highway Program funds are involved in the contract. The solicitation, evaluation, ranking, selection, and negotiation will comply with the qualification-based selection procurement procedure for architectural and engineering services as described/defined in those legal references given in Section 1. “INTRODUCTION AND PURPOSE”.

b) Small Purchasing Threshold Procurement

NCDOT shall comply with the state’s small purchase threshold for the procurement of engineering and design related services when either State or Federal Aid Highway Program funds are involved in a contract that does not exceed $50,000. The following restrictions shall apply to the use of this procurement method:
i. The scope of work, project phases, and contract requirements shall not be broken down into smaller components solely to permit the use of small purchase procedures.

ii. A minimum of three Firms must be reviewed. In cases where only two qualified Firms respond to the solicitation, NCDOT may proceed with evaluation and selection as long as the solicitation did not contain conditions or requirements which arbitrarily limited competition. NCDOT may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to compete again under a new solicitation.

iii. Negotiated contract costs must pass the allowability test for federal cost principles.

iv. The full amount of any contract modification or amendment that would cause the total contract amount to exceed $50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the established small purchase threshold.

c) Non-competitive procurement – EMERGENCY CONDITIONS

When an emergency occurs, these procedures, or portions thereof, may be waived by the Secretary of Transportation or his/her designee pursuant to G.S. 136-28.1(e). In an emergency, a professional/specialized Firm may be selected, negotiations conducted, and a contract executed at the direction of the Director of Technical Services or designee as necessary to address the emergency conditions.

When Federal-Aid Highway funds are used in the contract, the Director of Technical Services or designee shall submit justification for emergency selection and receive approval from FHWA before proceeding with the procurement of services, if required by FHWA.

d) Non-competitive procurement – SOLE SOURCE

These procedures, or portions thereof, may be waived by the Technical Services Administrator, or his/her designee, for the sole source selection of a Firm under any of the following conditions:

- Sole source selection may be used when the service is available only from a single source;
- Sole source selection may be used after solicitation of a number of sources, competition is determined to be inadequate; or
- Sole source selection may be used when it has been determined that there is an emergency which does not permit time to conduct contract negotiations.

Sole source selection may only be used when it is in the public interest and economically advantageous to NCDOT Selection of a sole source Firm will be contingent upon satisfactory negotiation for the service.

When Federal-Aid Highway funds are involved, the PSMU/Business Unit/Division shall submit justification for sole source selection and receive approval from FHWA prior to proceeding, if required by FHWA.
6. PROCUREMENT PROCESS

Generally, all competitive procurements for professional or specialized services will follow prescribed steps to ensure consistency, transparency and equity in the process. Following are the high-level steps that are used to solicit and award contracts (i.e. Limited Services Agreements, Project-Specific Contracts, and Multiphase Contracts) to qualified Firms:

A. Solicit Letters of Interest (LOI)
B. Assemble the Selection Committee
C. Select the Firm(s)
D. Negotiate the Contract
E. Execute the Contract

(Note: Sections A, B, C do not necessarily apply to POs under LSCs.)

A. Solicit Letters of Interest (LOI)

The Contract Initiator is responsible for determining when professional or specialized services are needed. If the Business Unit Head or Division Engineer agrees with the Contract Initiator that justification exists, he/she will approve the use of a professional or specialized services Firm. Upon determining need, the Contract Initiator shall request approval from the PSMU to solicit Letters of Interest (LOI). The request shall be in writing and shall include the type of services and specific justification for the services to be performed by a professional or specialized services Firm, such as (1) lack of manpower, (2) lack of expertise, or (3) other reasons. A copy of the request shall be maintained by the Contract Initiator’s Business Unit Head or Division Engineer, or his/her designee.

The PSMU, or its representative, shall be responsible for preparing the request for LOI. The request shall contain information describing the location of the project(s) (if applicable); the types and scopes of services that reflect a clear, accurate, and detailed description of the technical requirements for the services to be rendered; shall specify length of contract and the method(s) of payment, the estimated procurement schedule, and shall indicate the evaluation criteria to be used in the selection process, along with the respective weights and each evaluation factor.

Letters of Interest will be solicited to determine the Firms interested and capable of performing professional or specialized services within the desired time period. Solicitation shall be by published advertisement in the North Carolina Purchase Directory. This is maintained by the Department of Administration (http://ncadmin.nc.gov/businesses/vendors-state-contracts) and the Connect NCDOT website (https://connect.ncdot.gov/letting/Pages/Private-Engineering-Firm-Advertisements-.aspx).

Solicitation for interest may also be by direct contact to selected Firms from the List of Prequalified Private Consulting Firms found in the Directory of Transportation Firms. When NCDOT elects to send the request for LOI via direct mail, the request will be mailed the day before the scheduled advertisement.

The LOI shall be submitted to the PSMU by the date designated in the advertisement, usually two (2) weeks following the date of the advertisement. Deviation from prescribed terms in the advertisement may result in an automatic disqualification of the Firm for the advertised work, unless such instance is waived by the PSMU.
A copy of the advertisement and LOI submitted by the selected Firm and the first and second alternate shall be maintained by the PSMU.

B. Assemble the Selection Committee

The Selection Committee will consist of a Chairperson and at least two (2) other members with experience in the type of service(s) to be contracted. The Chairperson will be the Professional Services Unit Manager or his/her designee. The other members may be Business Unit representatives, Division representatives, or other stakeholder representatives. All will be appointed on a case-by-case basis. When federal funds are used as compensation for solicited services, a representative of the FHWA will be invited to sit with the committee. A representative of the CURT Unit of the Office of Inspector General and the OCR/Business Development Specialist will be notified and invited to sit with the Selection Committee. No employee of the contracting agency shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, could be involved. Based on the input from the Selection Committee, the Chairperson will be responsible for the final decision on the approval of a professional or specialized services Firm.

The Selection Committee shall evaluate consultant proposals based on the criteria established and published within the public solicitation. While the contract is with the consultant, proposal evaluations shall consider the qualifications of the consultant and identified subconsultants within the proposal as it pertains to the scope of work and established criteria.

C. Select the Firm(s)

Evaluation of the interest expressed by qualified Firms is based on the evaluation factors and respective weights specifically stated in the solicitation, and any other data pertinent to the contract under consideration. This may include past performance, applicable work experience, present workload, project team, staffing capabilities, capacity, etc.

Criteria used for evaluating, ranking, and selecting consultants to perform professional and specialized services must assess proven, demonstrated competence and qualification for the type of professional services solicited.

Qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capability, workload capacity, and past performance.

- Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from use in evaluation criteria.
- In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase.

The following non-qualifications based evaluation criteria are permitted as follows and provided the combined total of these criteria do not exceed a nominal value of 10 percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

- A local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-
by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- The participation of qualified and certified Disadvantaged Business Enterprise (DBE) subconsultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the Department’s FHWA-approved DBE program.
- NCDOT has an overall DBE goal which is established once every three years for federally-funded projects. NCDOT also has overall MBE and WBE goals which are also established once every three years for state funded projects. Project goals may be set on professional services projects to help meet overall goals. The Firm, subconsultant, and subfirm shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability/handicap or sex in the performance of a contract.

The Selection Committee shall review and evaluate all responsive LOI submittals. For Limited Services Contracts, the NCDOT Selection Committee may, at the agency’s discretion, choose any number of Firms to provide the services solicited. For Project-Specific Contracts, or Multiphase Contracts, the Selection Committee may, at NCDOT’s discretion, shortlist a minimum of three (3) Firms to be interviewed from those deemed most qualified (except where fewer than three (3) are available). These Firms shall be listed in descending order of preference based on the Selection Committee’s review and analysis of the Letters of Interest. The Committee may elect to interview all or some of these Firms prior to establishing the order of preference.

After reviewing qualifications, if Firms are equal on the evaluation review, the qualified Firms with proposed SPSF (Small Professional Services Firm) participation will be given priority consideration in the procurement of professional and specialized service contracts.

When several projects are under consideration simultaneously, a Firm shall be selected for each project and two (2) alternates may be selected for the entire group at the discretion of the Selection Committee.

When selecting Firms for Limited Services Agreements, alternates need not be selected.

The PSMU shall notify the Firm(s) chosen by the Selection Committee and request salary rates, overheads, etc., and request a meeting to review the scope of services.

A copy of the evaluation of the Firms and the results of the Selection Committee meeting shall be maintained by the Professional Services Management Unit.

D. Negotiate the Contract

This section is tailored to negotiating a Limited Services, Project-Specific or Multiphase Contract. The process is similar for negotiation of Purchase Orders assigned under Limited Services Contracts. PSMU’s duties regarding its functions for negotiation/execution of POs under LSCs have been divested to the Business Units/Divisions if they so choose to perform those duties.
A meeting with the selected Firm shall be scheduled to discuss the scope of the proposed services. The discussions will vary depending upon the Firm’s familiarity with NCDOT methods, policies, standards, etc. For Firms unfamiliar with NCDOT requirements, the meeting should include review and discussion of the following:

(a) Copies of examples of similar work;
(b) Standards, specifications, manuals, etc. to be used;
(c) Policies followed by NCDOT for the type of work involved;
(d) A contract in draft form;
(e) Methods of payment;
(f) Procedures for invoicing;
(g) Standard forms to be used;
(h) Fiscal requirements;
(i) Consultant Utility Rail and Turnpike Unit requirements, and
(j) Items and/or services to be provided by NCDOT.

A representative of the Firm shall keep minutes of the scoping meeting and will submit a copy to the PSMU/Business Unit/Division. The minutes shall be reviewed for completeness, accuracy, and confirmation of mutual understanding of the scope of services. The minutes shall be approved by signature of the PSMU/Business Unit/Division and an approved copy will be returned to the Firm.

Once the details of the scope of services are resolved, the PSMU/Business Unit/Division, or its representative, shall prepare a cost estimate for the work.

The in-house estimate will be used in evaluating reasonableness of the selected Firm’s cost proposal. The in-house estimate must use reasonable wage rates based on the classification, experience, and responsibilities for the proposed work. If wage rate benchmarks have not been established, then NCDOT will use the Consultant’s actual rates for the estimate.

The in-house estimate must be completed prior to opening the cost proposal submitted from the selected Firm.

The format used for preparing the in-house estimate will vary from project to project, and work area to work area, depending on the type and scope of services required. Typically, the format will include an estimate of the workdays required by classification, the direct labor cost, the overhead cost, the fee (profit, or operating margin) and the necessary direct expenses.

The Firm will prepare a cost proposal for performing the required services. The Firm’s cost proposal shall be supported by a breakdown of the workdays required to perform each of the services contained in the contract and the salary range/rate for each classification of personnel utilized. The Firm’s cost proposal must include supporting documentation for payroll additives, direct costs, indirect costs, fee, and overhead, as described.

Upon receipt of the Firm’s cost proposal, the PSMU/Business Unit/Division, or its designee, shall review the submitted material, compare the in-house estimate with the cost proposal, and determine
both the reasonableness of the proposal and the areas of substantial difference which may require
further discussion and negotiation.

The application of negotiation parameters (i.e., in-house and consultant mandays within prescribed
tolerances) with PSMU / Business Unit / Division approval and/or in-house and consultant cost
within prescribed tolerances with PSMU / Business Unit / Division approval, are used to determine if
further negotiation is necessary. These parameters are not designed to limit the value of the contract,
but rather serve as a checkpoint to ensure the scope of services is mutually understood.

A pre-negotiation audit shall be prepared by the CURT Unit to provide necessary data to affirm the
Firm has an acceptable accounting system, adequate and proper justification for the various rates
charged to perform the work, and is aware of NCDOT’s cost eligibility and documentation
requirements. A pre-negotiation audit and the resultant audit report are required for all contracts, (i.e.
Limited Services Agreements, Project-Specific Contracts, and Multiphase Contracts), expected to
exceed $250,000 ($50,000 if the procurement is by a subgrantee). This requirement does not apply to
Purchase Orders issued under Limited Services Contracts. For contracts less than $250,000, a pre-
egotiation audit may be required when there is either insufficient knowledge of the Firm’s
accounting system, previous unfavorable experience regarding the reliability of the Firm’s accounting
system, procurement of new equipment or supplies for which cost experience is lacking, or as
required by the PSMU/Business Unit/Division. Subgrantees that do not have resources or expertise
for performing a pre-negotiation audit may contact the CURT Unit for assistance.

The use of an independent audit, an audit performed by another State/Federal agency, or an audit
performed by another local government agency is acceptable.

Pre-negotiation audits may be waived when sufficient data is available to permit reasonable
comparisons with the cost proposal.

A Firm’s cost proposal will not be considered acceptable until the pre-negotiation audit has been
performed, if required, by the CURT Unit. When the pre-negotiation audit has been completed,
negotiations with the consultant may begin. The negotiations shall satisfactorily conclude all points of
difference and shall address and resolve any comments submitted by the CURT Unit.

The Business Unit/Division shall use all resources available to conduct effective negotiations
including, but not limited to, the refined scope of services, the evaluation factors and its relative
importance, the in-house cost estimate, and the pre-negotiation audit and audit report.

Negotiations shall be conducted separately for mandays and for any of the dollar amounts for
elements of cost, fee, and overhead except for contracts involving cost per unit of work and specific
rates of compensation.

When a joint venture of Firms desire to enter into a contract with NCDOT, the joint venture will
designate a representative to act as the sole authority for the purpose of negotiation.

If the Firm’s original cost proposal (excluding indirect cost rate) is greater than 50% above the
comparable in-house estimate and it is determined the Firm understands the scope of work, the
PSMU/Business Unit/Division may choose to not enter into negotiation with the selected Firm. The
selected Firm will be provided written notice of this intent, after the Technical Services Director’s or
designee’s approval. The PSMU/Business Unit/Division will begin scoping and negotiation with
the Firm chosen as first alternate.
The PSMU/Business Unit/Division shall maintain records of negotiations to document negotiation activities and to set forth the resources considered. This record shall include the minutes of the scoping meeting, a record of the original in-house estimate and any revisions, the final in-house estimate, a record of the Firm’s original cost proposal and each subsequent submittal, the final cost proposal, the request for a pre-negotiation audit, the audit report, and the response to the pre-negotiation audit.

E. **Execute the Contract**

Upon completion of final negotiations, the Firm shall execute the contract through NCDOT-approved means.

After award by the Secretary of Transportation and approval by the Technical Services Director or designee, the PSMU will execute the contract. The PSMU will transmit a fully-executed contract to the Firm with a written notice to proceed and shall retain one original contract in the project file.

F. **Contract Provisions**

The PSMU will provide the official template for contracts to ensure that all contracts and subcontracts include the following provisions, either by reference or by physical incorporation into the language of each contract or subcontract, as applicable:

a) As applicable, when the method of payment is other than a lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification;

b) Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;

c) Notice of NCDOT’s requirements and regulations pertaining to reporting;

d) NCDOT requirements and regulations pertaining to copyrights and rights in data;

e) Access by the NCDOT the North Carolina State Auditor and the Auditor's authorized representatives, the subgrantee, FHWA, the U.S. Department of Transportation’s Inspector General, the Comptroller General of the United States, or any of its duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;

f) Retention of all required records for not less than 3 years after NCDOT makes final payment and all other pending matters are closed;

g) Standard DOT Title VI Assurances (DOT Order 1050.2);

h) Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b);

i) Prompt pay requirements, as specified in 49 CFR 26.29 and in accordance with NCDOT’s FHWA approved DBE Program Plan;

j) Determination of allowable costs in accordance with federal cost principles;

k) NCDOT requirements pertaining to Consultant errors and omissions;

l) NCDOT requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of 23 CFR 172;
m) A provision for termination for cause by NCDOT including the manner by which it will be effected and the basis for settlement. Termination of a contract may become necessary for various reasons. Some of these reasons could include unavailability of federal and/or state funding, major delays in completing the necessary environmental documentation, removal or adjustment of the project from NCDOT’s Transportation Improvement Program, change in the Firm’s project team, and poor or unacceptable performance of the Firm;

n) All contracts and subcontracts exceeding $100,000 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR Part 20; and

o) Certification of Eligibility under the Iran Divestment Act (pursuant to G.S. 147-55 et seq., 147-86.58 and 147-86.59).

G. Subcontracting

A Firm must gain approval from the PSMU for any change in Subconsultant Firm or subconsultant utilization prior to that change. PSMU will notify the Business Unit/Division of all approved changes. This may include a Firm choosing to self-perform a particular scope of work, or not utilizing a proposed subconsultant, as indicated in the Letter of Interest.

The responsibility for procuring a subconsultant and assuring the acceptable performance of the work lies with the contracting Firm. It shall be the responsibility of NCDOT to schedule any meeting or make requests for substantive contact with a subconsultant through the contracting Firm. The contracting Firm should be a part of any such meeting or contact. The contracting Firm will be informed of any instruction, directive, or review of the subconsultant(s) work made by NCDOT. Also, the contracting Firm will be responsible for submitting the proper supporting data to the PSMU for all work that is proposed to be subcontracted.

7. Contract Administration

A. Types of Contracts

(1) Limited Services Contract (LSC) or Limited Services Agreement (LSA)

A Limited Services Contract is a contract for the performance of services for any number of projects, under task or work orders issued on an as-needed basis, for an established contract period. The procurement of a LSC shall follow the competitive negotiation process. This type of contract is suitable where a specialized service is needed on a substantial number of projects over a specified period of time, the character of the specialized service can be reasonably defined and understood by NCDOT and the contracting Firm, but the number of individual projects makes the selection of Firms and the negotiation and execution of contracts for the service(s) on each individual project time prohibitive.
Limited Services Contract will generally be negotiated as described in the Negotiation of Contract section. The negotiations will primarily deal with allowable costs for the personnel to be utilized with supporting documentation for payroll additives, direct costs, indirect costs, fee, and overhead.

The LSC is an “as-needed basis” contract established for a maximum dollar amount for professional or specialized services to be performed during a specified contract period, generally not to exceed five (5) years (which includes the initial period plus all possible contract extensions). As needed during the contract period, a scope of services, a schedule and total compensation are negotiated with the Firm for the performance of an individual assignment of professional or specialized services, as defined by the Agreement. The scope of services, schedule, and compensation for each individual assignment are documented in a Notice to Proceed. NCDOT may elect to utilize the maximum amount of the Agreement during the contract period, or may elect not to negotiate with the Firm for any services during the contract period.

Negotiations under Limited Services Agreements shall also be conducted for each individual assignment at the time the Business Unit/Division determines that the use of the professional or specialized services of the contracting Firm is needed.

Project assignments may be awarded to Firms holding Limited Services Contracts after considering a Firm’s outstanding workload with NCDOT, recent project assignments, or through examination of the qualifications of the Firms relative to the nature of the task order work to be negotiated.

The PSMU/Business Unit/Division will notify the Firm and schedule a meeting to discuss the scope of proposed services for the individual assignment. A representative of the Firm shall keep minutes of the meeting, which shall be submitted to the PSMU/Business Unit/Division for approval by signature. A copy of the approved minutes will be returned to the Firm.

The PSMU/Business Unit/Division shall prepare an in-house estimate of the cost to perform the scope of services. The estimate will be used in evaluating the reasonableness of the Firm’s cost proposal. The in-house estimate must be completed prior to receiving the cost proposal from the Firm.

The Firm will prepare a cost proposal for performing the required services. Upon receipt of the Firm’s cost proposal, the Business Unit/Division, or its designee, shall review the submitted material, compare the in-house estimate with the cost proposal, and determine both the reasonableness of the proposal and the areas of substantial difference. Any negotiation needed shall satisfactorily conclude all points of difference. At the consensus point and conclusion of the process, the Firm will be issued a written notice to proceed.

If negotiations cannot be successfully concluded then they will be terminated. The Firm will be notified in writing and another Firm under a Limited Services Agreement will be contacted.

The Business Unit/Division will maintain records of the negotiations for three (3) years after completion of the contract. For design contracts, the records shall be kept for three (3) years after completion of the contract or until the project is completed, whichever occurs last.
(2) **Project-Specific Contract**

A Project-Specific Contract is between NCDOT and a Consultant for the performance of services and defined scope of work related to a specific project or projects. The fully-executed Project-Specific Contract represents the full scope of services required by NCDOT.

The procedural steps necessary to execute a Project-Specific Contract are the same as the LSC, i.e., the Request for Letters of Interest is approved by the Business Unit’s/Division’s approval authority; the advertisement is prepared and advertised; the Selection Committee is convened; the Consultant is selected; negotiations commence; the contract is executed; and the Notice to Proceed is given. See the Section on “Limited Services Agreements” for detailed procedures.

All interactions with the CURT Unit (i.e. auditing) and the Contractual Services Unit (i.e. prequalification) must occur. All records shall be kept for three (3) years after completion of the contract or until the project is completed, whichever occurs last.

(3) **Multiphase Contract**

A Multiphase Contract is a contract where the solicited services may be divided into phases, whereby the specific scope of work and associated costs may be negotiated and authorized by phase(s) as the project progresses.

The procedural steps necessary to execute a Multiphase Contract are the same as the LSC, i.e., the Request for Letters of Interest is approved by the Business Unit’s/Division’s approval authority; the advertisement is prepared and advertised; the Selection Committee is convened; the Consultant is selected; negotiations commence for the phase(s) that will be executed; the contract is executed; and the Notice to Proceed is given for the phase(s) that were negotiated. See the Section on “Limited Services Agreements” for detailed procedures.

**B. Payment Methods**

Each contract type will have at least one payment method for the scope of work, including Lump Sum, Cost-plus-Overhead-plus-Profit (Cost-Plus), Cost per Unit of Work, or Specific Rate(s) of Compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

1. **Lump Sum** – This type of contract is suitable when the amount and character of required services can be reasonably defined and clearly understood by both NCDOT and the contracting Firm. This can be a single lump sum fee negotiated initially or a lump sum contract consisting of task orders as the scope evolves by task assignments.
2. **Cost-plus-Overhead-plus-Profit (Cost-Plus)** – This type of contract is suitable where the general magnitude of services is known but the scope of services or period of performance cannot be defined clearly and NCDOT needs more flexibility in expediting the work without excessive amendments to the contract.
3. **Cost per Unit of Work** – This type of contract is suitable where the magnitude of services is uncertain but the character of services is known and the cost per unit can be determined accurately.
4. **Specific Rate(s) of Compensation** – This type of contract is suitable where the magnitude of services is uncertain but the character of services is known and a cost per hour can be determined.

C. **Contract Amendments**

A Contract Amendment is a formal agreement which modifies the terms of the original contract, or any subsequent supplemental agreement(s). Contract amendments are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the services; or significantly change the conditions under which the services are required to be performed. Each contract shall contain procedures for contract modification(s) and will define what changes are permitted by mutual agreement of the parties involved and the changes that can only be made by means of a contract amendment.

The contract amendment shall clearly outline the changes made and determine a method of compensation. Overruns in the cost of work shall not warrant an increase in the fee (profit) portion of a cost-plus-overhead-plus-profit contract. Significant changes to the scope of services may require adjustment of the fee (profit) portion of a cost-plus-overhead-plus-profit contract or in the fee (profit) portion of a lump sum contract.

The PSMU/Business Unit/Division may, without a contract amendment, authorize changes involving details of clarifications, changes in time schedules, and other changes of a minor nature which do not cause a significant change in the scope of services or a change in the amount of compensation.

No work is to be performed by the contracted Firm on additional or disputed items of work until the contract amendment is executed and/or the dispute is resolved.

Contract amendments shall be processed using the same procedures as described for original contracts described earlier in this document. NCDOT may add to a contract only the type of services and work included within the scope of services of the original solicitation from which a qualifications-based selection was made. For any additional professional and specialized services outside of the scope of work established in the original request for Letters of Interest, NCDOT will:

- Procure the services under a new solicitation;
- Perform the work itself using staff; or
- Use a different, existing contract under which the services would be within the scope of work.

Though not required to formally approve contract amendments, FHWA may be provided a copy of the executed agreement when National Highway System funds are involved. Any controversial contractual or administrative issues should be coordinated with FHWA prior to settlement.

D. **Monitoring and Evaluation of Work**

The Project Manager’s responsibilities shall include ensuring that the work being pursued is complete, accurate, and consistent with the terms of the contract; scheduling and attending progress meetings with the Firm where necessary; being involved in decisions leading to contract...
modifications; being familiar with the qualifications and responsibilities of the Firm’s staff; 
visiting the project and/or Firm’s offices on a frequency that is commensurate with the 
magnitude, complexity and type of work; and assuring that costs billed are consistent with the 
acceptability and progress of the Firm’s work.

The Project Manager shall prepare written interim and/or final performance evaluation reports for 
all contracts except those awarded contracts of $50,000 or less. The report should include, but not 
be limited to, an evaluation of such items as the quality of work, timely completion of the work, 
and conformance with established policy.

Copies of the interim and/or final performance evaluations shall be sent to the Firm for its review 
and/or comments immediately following the appropriate milestone or completion of the contract. 
The PSMU shall receive copies of all interim and/or final evaluations. Any written comments by 
the Firm shall be attached to the final evaluation report submitted to the Project Manager.

E. Invoice Procedures and Retainage

Invoices may be created for partial payment or final payment against a purchase order line item. 
Consultants submit invoices for payment in increments that may be based on the completion of 
tasks, milestones or a specific time span, as may be required in the contract. The Firm will be 
required to provide a written progress report with its invoice for each calendar month or other 
contract period as designated in the contract during which work is in progress. The progress 
report shall describe the work performed during the period covered by the invoice. The prime 
Firm will also report subconsultant payments with each invoice using form DBE-IS.

The Business Unit/Division will process and recommend all invoices for payment. Upon 
recommendation from the Business Unit/Division, the CURT Unit and NCDOT’s Fiscal section 
will approve the invoice for payment.

NCDOT has the right to retain a percentage of the contract fee for all partial payments earned 
until all work in the contract is completed. However, at the discretion of the Division 
Engineer/Branch Manager or his/her designee, the retainage may be eliminated, reduced or 
released on any work that has been completed and accepted by the state prior to final audit.

F. Final Payment

When it is determined that the work is complete, the final invoice shall be reviewed by the Project 
Manager and the Division Engineer/Branch Manager, or designee. Final invoice refers to the last 
invoice from the Consultant when all services for the purchase order have been completed. The 
final invoice requires additional considerations before processing, as any withholdings (which 
may include retainage) must be released or transferred before executing the final invoice for a 
purchase order.

When a Consultant satisfactorily completes the service, the retainage is released to the 
Consultant. However, if the service did not meet the specifications on the agreement, 
withholdings are not paid to the Consultant. Instead the amounts are transferred from the 
temporary withholding account to either a permanent account or back to the purchase order, thus 
reducing the total cost of the agreement.
When it is determined that the work is complete, the final invoice shall be reviewed by the Division Engineer/Branch Manager or his/her designee and forwarded to the CURT Unit of the OIG for approval. When a contract is terminated by NCDOT, the final payment shall be for that portion of work satisfactorily performed in accordance with the contract.

When the Business Unit processes the final invoice, it must set the final invoice indicator to prevent further processing, cancel open commitments, and validate that withholdings have been resolved.

8. SPECIAL CIRCUMSTANCES

General Engineering Services Consultant (GESC)

NCDOT may choose to retain one or more Firms to provide professional and specialized services under a General Engineering Services Consultant (GESC) Contract (or Management Consultant Contract). The GESC may provide services that include, but are not limited to, providing oversight of an element of a highway program, function, or service on behalf of NCDOT or may involve managing or providing oversight of a project, series of projects, or the work of other consultants on behalf of NCDOT. These Firms may support NCDOT’s programs and projects across all modes and programs. The GESC contract may be executed as a Limited Services Agreement, Project-Specific Contract, or Multiphase Contract; NCDOT’s need dictates the type of contract used.

In a non-authoritative GESC relationship with NCDOT, the GESC will be responsible for supporting the development and/or furtherance of one or more projects. GESC usage in a management support role does not relieve NCDOT of responsibilities associated with the use of Federal Aid Highway Funds, and will be generally limited to large projects or circumstances where unusual cost or time constraints exist, unique technical or managerial expertise is required, and/or an increase in NCDOT staff is not a viable option.

The GESC does not have the authority to determine scope, manage the selection of other consultants (except the subconsultants on its own GESC team), or other tasks that are the responsibility of NCDOT or other contracted consultant teams. The GESC may serve in a support and advisory role to the Business Unit or Division.

Firms who are selected to be a GESC may be assigned to work on one or more projects, as well as specific program functions. Project-specific duties may differ from project to project.

The solicitation and contract will include applicable restrictions to ensure no conflict of interest, equity, etc.

When Federal Aid funds participate in a GESC the following guidelines shall be used in the procurement of the GESC:

- NCDOT will ensure that adequate staffing is provided to administer and monitor any GESC that includes a management support role;
- NCDOT will ensure that when more than one Federal-aid project utilizes the GESC, the costs for services will be distributed consistent with the agency’s cost principles; and
- NCDOT shall seek and receive approval from FHWA before utilizing a Firm to act in a management support role for the agency.
Winston-Salem/Forsyth County Utilities’ Lead and Copper Rule (LCR) sampling program was developed and approved by the State of North Carolina Department of Environmental Quality (NCDEQ) in early 1990s subsequent to the LCR being published in the Federal Register on June 7, 1991. Community water systems were initially required to collect 100 samples during the first and second 6-month periods of 1992 to establish a baseline of lead and copper levels for each system. Systems were then required to perform corrosion control studies to determine what type of corrosion control was best suited for their system and submit to NCDEQ for review. NCDEQ’s regulatory departments were charged with setting up optimum operating procedures for each water quality parameter that was determined to influence corrosion for that system. Once systems installed corrosion control and NCDEQ set water quality operating parameters, systems were required to repeat lead and copper sampling during the first and second 6-month periods of 1994. From that point, large community water systems were required to collect 100 samples each year and could qualify for reduced monitoring if they could demonstrate the 90th percentile was below the established lead and copper action levels of 0.015 mg/L and 1.3 mg/L, respectively, for three consecutive years. Our system was approved for reduced monitoring because our 90th percentile levels are consistently below the action level for both lead and copper.

The LCR is known as a “treatment technique rule” since additional treatment was required, as well as, setting performance based reduction goals for lead and copper (90th percentile requirement). The rule established a three tiered system for water suppliers to prioritize the selection of their sampling sites as outlined below.

**Tier 1** – Sampling sites consisting of single family structures that contain copper pipe with lead solder installed January 1, 1983 through December 31, 1985 (effective date of NC lead ban) and/or contain lead pipe or are served by a lead service line (any age structure). Note: When multi-family residences comprise at least 20% of the structures served by a water system, the system may count them as Tier 1 sites.

**Tier 2** – Sampling sites consisting of buildings, including multiple-family residences that contain copper pipe with lead solder installed January 1, 1983 through December 31, 1985 and/or contain lead pipe or are served by a lead service line (any age structure).

**Tier 3** - Sampling sites consisting of single family structures that contain copper pipes with lead solder installed before 1983.

If systems have a sufficient number of Tier 1 sites to use, the rule requires them to prioritize the Tier 1 sites higher than Tier 2 or 3 sites. Winston-Salem/Forsyth County
Utilities’ approved sample list currently has 158 sites that meet the Tier 1 criteria. Please find maps attached labeled “Lead and Copper Sampling Sites” showing the 158 approved sampling sites. These sites were developed using the best available records at the time when computer databases were not readily available. Staff worked closely with the City of Winston Salem Inspections Department to identify sampling locations that met the construction time period and materials criteria. The rule also requires justification anytime an original sample site location is changed. North Carolina Division of Public Water Supply’s guidance has been for community water systems to sample the same sites every year. This presents unique challenges for systems for a number of reasons, some of which are outlined below.

- Homes can be vacant
- Homes change ownership and new owners do not want to sample
- Homeowners fail to collect samples, even after repeated contact
- Homeowners make significant changes to plumbing (i.e. install PVC or pipe manufactured from other materials)
- Homeowners install whole home filters or softening devices

Any one of these are valid reasons to delete or change sampling locations within the approved pool in order for our system to satisfy the regulatory requirement during a compliance sampling period. Because the State’s guidance has always been to maintain the original sampling pool as much as possible, we have tried to stay within this guideline, notwithstanding the reasons above. In addition to our compliance sampling, our laboratory staff also collect and analyze lead and copper samples as a service to customers that request this type of sampling. Since 2005, our staff have sampled 253 additional homes and businesses for lead and copper. Of these 253 samples, only four (4) have exceeded the action level of 0.015 mg/L for lead and two (2) have exceeded the action level for copper. In the rare case that the lead or copper action levels are exceeded, staff works closely with the property owner to identify the problem. Please find attached a map labeled “Lead and Copper Testing per Customer Requests” showing the distribution of the 253 additional sampling sites beyond those required by the LCR.

Since the crisis in Flint, Michigan, NCDEQ Public Water Supply Division has implemented new on-line tracking tools for systems to enter their approved sampling lists, required all systems to perform additional water quality parameter testing, update the list of known materials (lead service lines, etc.) throughout the system, and provide maps of their sampling locations. Also, the Environment Protection Agency (EPA) is currently drafting revisions to the LCR that are expected to be released in early spring of 2017. Currently it is not clear what the exact changes will be but it is anticipated they will be significant based on the information EPA has published. These changes are expected to impact sample site selection, water quality parameter monitoring, how compliance with the rule is determined, public notification requirements, and compliance levels for both lead and copper. Once the revised LCR is released, our staff will be reviewing possible new sampling locations.

To address the concerns presented at the February 14th Public Works Committee meeting, staff is working with the Inspections Department to identify additional sample locations for the eight city council wards in Winston-Salem. Once the sample locations
have been identified, staff will send out instructions to property owners on how to have their water sampled and tested.

High lead levels are known to cause significant cognitive delays, especially in young children, and high levels of copper can cause stomach/intestinal distress, liver/kidney damage and complications with Wilson’s disease in genetically predisposed individuals.
Lead and Copper Sampling Sites
Grid Area 1

1 inch = 378 feet

-145-
Lead and Copper Sampling Sites
Grid Area 2

1 inch = 378 feet
Lead and Copper Sampling Sites
Grid Area 4

1 inch = 378 feet

-148-
Lead and Copper Sampling Sites
Grid Area 6

1 inch = 378 feet
Lead and Copper Sampling Sites

Grid Area 12

1 inch = 378 feet

C-3. DRAFT
Lead and Copper Sampling Sites
Grid Area 15

1 inch = 378 feet
Water Sampling Sites:
Lead and Copper Testing
per Customer Requests

1 in = 2.25 miles
The General Assembly has enacted a change to the definition of “built-upon area” in G.S. 143-214.7, governing stormwater run-off rules and programs, which requires a corresponding update to the City’s Stormwater ordinance. The proposed text amendment would update the ordinance, accordingly.
AN ORDINANCE AMENDING CHAPTER 75, ARTICLE IV OF THE CITY CODE

Be it ordained by the City Council of the City of Winston-Salem, North Carolina, that the City Code is, hereby, amended as follows:

Section 1. Chapter 75, Article IV, Section 75-107 – Definitions is, hereby, amended as follows:

Chapter 75 - STORMWATER MANAGEMENT

Sec. 75-107. - Definitions.

When used in this ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this ordinance specifically indicate otherwise.

... 

Built-upon area (BUA). That portion of a development or redevelopment project that is covered by impervious or partially impervious surface, including, but not limited to, buildings, pavement and gravel areas, such as roads, parking lots, and paths, and recreation facilities, such as tennis courts. The BUA does not include: 1) a wooden slatted deck, 2) the water area of a swimming pool, 3) a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric, 4) a trail, as defined in G.S. 113A-85, that is either unpaved or paved, as long as the pavement is porous, with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour), or 5) pervious or partially pervious paving material, to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

Section 2. This ordinance shall be effective upon adoption.
SUMMARY OF MINUTES
PUBLIC WORKS COMMITTEE

6:35 p.m., Tuesday, January 10, 2017

COMMITTEE ROOM
Room 239, City Hall

MEMBERS PRESENT: Council Member Dan Besse, Chair
Council Member John C. Larson, Vice Chair
Council Member Derwin L. Montgomery
Council Member James Taylor, Jr.

OTHERS PRESENT: Council Member Adams
Council Member MacIntosh

Chair Besse called the meeting to order and stated that without objection, the Committee would first consider the Consent Agenda. Council Member Taylor pulled Item C-6. No other items were pulled.

Council Member Montgomery made a motion to approve the balance of the Consent Agenda and the motion was duly seconded by Council Member Taylor and carried unanimously.

CONSENT AGENDA

C-6. UPDATE ON FIRM SELECTION FOR COMPREHENSIVE BICYCLE MASTER PLAN.

Mr. Gregory Turner, Assistant City Manager, gave the staff update on this item.

Council Member Taylor stated he has talked to many members of the community along with staff and is not satisfied with how the Davenport contract is progressing. A precedent has been established for how the City builds relationships with local businesses. Staff should allow this local firm to build capacity in the RFP.

In response to Chair Besse, Mrs. Angela Carmon, City Attorney stated she is also concerned of the legal ramifications of establishing the advancement of a particular firm. She also stated she would like additional time to research this issue.

Council Member Larson requested a breakdown of how the scoring is conducted in evaluating the contract proposals.

In response to Council Member Larson, Mr. Lee Garrity, City Manager stated staff is limited to how the scoring is conducted due to the contracts being state funded and this is a state project.
More information will be provided at a later time.

Chair Besse suggested hold this item in Committee to March.

In response to Council Member Taylor, Mr. Turner stated for professional services under the Brooks Act, which is Federal law and under the Many Brooks Act, which is State law the City selects consultants for professional services based upon qualifications. Unlike the bidding practice, whereby the City often talks about contracts in construction, the “professional services” intent is to obtain the best qualified consultant not the lowest priced consultant.

C-1. CONSIDERATION OF STREET CLOSING PETITIONS:
   a. CONSIDERATION OF A PETITION TO CLOSE AND ABANDON A 10’ ALLEY LOCATED OFF OF HUMANITY DRIVE AT THE PROPERTY OF PAISLEY IB MAGNET SCHOOL (NORTH WARD) – Petition of Winston-Salem/Forsyth County Schools.
   b. CONSIDERATION OF A PETITION TO CLOSE AND ABANDON A 20’ ALLEY LOCATED OFF OF LIBERIA STREET AT THE HAPPY HILLS POOL FACILITY (EAST WARD) – Petition of City of Winston-Salem.

C-2. RESOLUTION APPROVING THE VOGLER DRIVE TRAFFIC CALMING PLAN FOR FUNDING AND CONSTRUCTION.

C-3. RESOLUTION APPROVING AN AGREEMENT WITH BRANCH POINT HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN A DECORATIVE STREETLIGHTING SYSTEM – NORTHWEST WARD.

C-4. APPROVAL OF AN ENCROACHMENT AGREEMENT, ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE FEATURES, AND ALLOWANCE FOR DONOR RECOGNITION SIGNAGE.

C-5. TRAFFIC CALMING UPDATE.


GENERAL AGENDA

G-1. UPDATE ON WINSTON-SALEM TRANSIT AUTHORITY SERVICES.

Mr. Turner gave the staff update on this item.

Council Member Adams requested a more extensive follow-up of bus routes on Wake Forest, West Rock, Cook and United Furniture.
Chair Besse indicated another update will come to the March meeting.

G-2. RESOLUTION APPROVING A RATE INCREASE FOR TRANS-AID SERVICES TO BE USED FOR REVENUE ENHANCEMENT TO TRANS-AID OPERATIONS.

Mr. Turner gave the staff report on this item.

In response to Council Member Montgomery, Mr. Turner stated with a Committee direction today, the Finance Committee would kick off the public involvement which would provide their thoughts and concerns to any potential ratings.

Chair Besse stated there have been comments concerning the meeting places for the WSTA (Winston-Salem Transit Authority) organization. He also stated they are not just confined to meeting at the transportation location.

Council Member Adams requested staff are evaluating the routes in those designated zip code areas and Council would like to have that chart available again to review the routes needing those additional routes.

Chair Besse suggested keep in mind how the City of Winston-Salem still has the lowest route rates compared to surrounding areas.

Council Member Montgomery made a motion to direct staff to begin the public process in considering route rate increases. Council Member Taylor opposed. Council Members Montgomery, Besse and Larson approving.

G-4. SMALL CELL TOWER TECHNOLOGY UPDATE.

Mr. Turner gave the staff update on this item.

In response to Council Member Larson, Mr. Turner stated staff can look at whether or not these cell tower devices can be allowed in the Old Salem district.

In response to Council Member Montgomery, Mr. Turner stated Council would not have to make the decision to install the towers in designated communities unless designated by staff.

In response to Council Member Adams, Mr. Turner stated there is a small cell tower located on Hanes Mall Boulevard.

In response to Council Member Taylor, Mr. Turner stated if staff receives feedback from a community that do not want the towers, after remanded to Council, the decision would be made there.

In response to Council Member MacIntosh, Mr. Turner stated in co-locating cameras, it could be put in as a condition and this could be an option, if a plan is already in place in the instance this issue arises.
G-3. UTILITIES SERVICES UPDATE.

Mrs. Courtney Driver, Utilities Director, gave the staff presentation on this item.

In response to Council Member Montgomery, Mrs. Driver stated lead and copper can cause harmful effects. Staff is constantly monitoring for both of these.

In response to Council Member Adams, Mrs. Driver stated staff can re-look at sampling water sites to be possibly placed in the outer portions of the city and the State would have to approve any new locations.

In response to Council Member Montgomery, Mrs. Driver stated anyone can call in to request their water to be tested. It must be a call from the original property owner and not the renter.

Chair Besse requested a report back to Committee for the sampling stations in April.

In response to Council Member Montgomery, Mrs. Driver stated the updated meter reading systems and water bill paying will be enhanced.

In response to Council Member Larson, Mrs. Driver stated the City of Winston-Salem provides water to Greensboro once annually.

ADJOURNMENT: 7:42 p.m.