



**Wake Forest Board of Commissioners Work Session
Meeting Agenda
June 3, 2025 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Evelyn Wright](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The [Board of Commissioners](#) meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Deputy Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

1. Presentations

- 1.1 Discussion of the FY 2025-2026 Proposed Annual Operating Budget
[Discussion of 2025-2026 Annual Operating Budget_summary.pdf](#)
- 1.2 Presentation of a contract with Engineered Construction to remodel the Town Hall Annex (formerly CID Building) Renovation Project for \$597,500.00.
[Summary Town Hall Annex.pdf](#)
[Attachment A Town Hall Annex Remodel Resolution.docx](#)
[Attachment B Engineered Construction Submittal.pdf](#)
[Attachment C Full Bid Tab.pdf](#)
- 1.3 Social District Update

2. Discussion of Monthly Financial Report

- 2.1 Discussion of April Monthly Financial Summaries
[Monthly Financial Report_summary.pdf](#)

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1 Draft Agenda for BOC Regular Meeting June 17, 2025
[Draft BOCRegularMeetingAgendaJUNE172025.pdf](#)

4. Other Business

- 4.1 Approval of a Resolution for Scope and Fee for On-Call Services with Exult Engineering
[Summary.docx](#)
[Attachment_A_2025-xx_Resolution.docx](#)
[Attachment_B_Exult_scope_of_work.pdf](#)
[Attachment_C_Exult contract.pdf](#)
- 4.2 Approval of a Resolution Petitioning the North Carolina General Assembly to Take Immediate Action to Address Critical Transportation Issues on US 1 (Capital Boulevard)
[NGA Summary.docx](#)
[US 1 Final Draft.docx](#)
- 4.3 Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

5. Commissioner Reports

6. Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-471-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: June 3, 2025

Subject

Discussion of the FY 2025-2026 Proposed Annual Operating Budget

Recommendation:

item Summary:

ATTACHMENTS:

- [Discussion of 2025-2026 Annual Operating Budget_summary.pdf](#)

Discussion of FY 2025-2026 Proposed Annual Operating Budget

Michelle Daniels, Budget and Performance Manager, will provide an overview of the proposed budget for the upcoming fiscal year beginning July 1, 2025. Department Directors will be on hand to discuss and answer questions.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-461-

Submitted by: Allison Snyder, Public Facilities

Submitting Department: Public Facilities

Meeting Date: June 3, 2025

Subject

Presentation of a contract with Engineered Construction to remodel the Town Hall Annex (formerly CID Building) Renovation Project for \$597,500.00.

Recommendation:

item Summary:

ATTACHMENTS:

- [Summary Town Hall Annex.pdf](#)
- [Attachment A Town Hall Annex Remodel Resolution.docx](#)
- [Attachment B Engineered Construction Submittal.pdf](#)
- [Attachment C Full Bid Tab.pdf](#)

Agenda Item: Presentation of resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Engineered Construction to construct the Town Hall Annex (formerly known as the CID Building) Renovation Project for \$597,500.00.

Summary: This project is listed in the Town's Capital Improvement Plan for the renovation of 221 Brooks St, known as the Town Hall Annex. The Annex renovation will create additional workstations for staff as well as three additional conference rooms. The annex will include multiple types of workspaces and a workspace for event preparation that can be used by multiple departments. This renovation will utilize the same types of workspaces and furniture included in the Town Hall Third Floor renovation. On March 25th, the notice to bid was posted and on May 1st, the bidding closed with six total bidders. Five were found to be responsive. The lowest bidder was Engineered Construction.

The low bid for this project is \$597,500.00.

Attachments:

Attachment A: Town Hall Annex Renovation Resolution

Attachment B: Engineered Construction Submittal

Attachment C: Full Bid Tab

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST, THE CONTRACT FOR TOWN HALL
THIRD FLOOR RENOVATIONS, BID #0009-2024

WHEREAS, the Public Facilities Department posted a call for bids for the Town Hall Annex Renovation construction project as an opportunity to collect competitive bids for construction services as specified in the bid documents; and

WHEREAS, consistent with the Town's purchasing policy, on March 25, 2024, the Town published a Notice to Bidders inviting interested and qualified contractors to submit bids; and

WHEREAS, on May 1st, 2024 at 2:00 pm the bid opening was closed; and

WHEREAS, a bid tabulation was completed, and all six bids were reviewed to confirm receipt of required bid documentation, where five were found to be complete; and

WHEREAS, the lowest bidder was selected as the contractor to perform construction of The Town Hall Annex Renovation; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Engineered Construction for Bid #0009-2024 in the amount of \$597,500.00 for the Town Hall Annex Renovation project.

Adopted and effective this the 17th day of June 2025.

Vivian A. Jones, Mayor

ATTEST:

Evelyn Wright, Town Clerk

ENGINEERED CONSTRUCTION COMPANY

900 PAVERSTONE DR.
RALEIGH, NC 27615
(919) 954-9090

To

Wake Forest Town Hall
301 South Brooks Street
Meeting Rooms A-B
Wake Forest, NC 27587

Sealed Bid

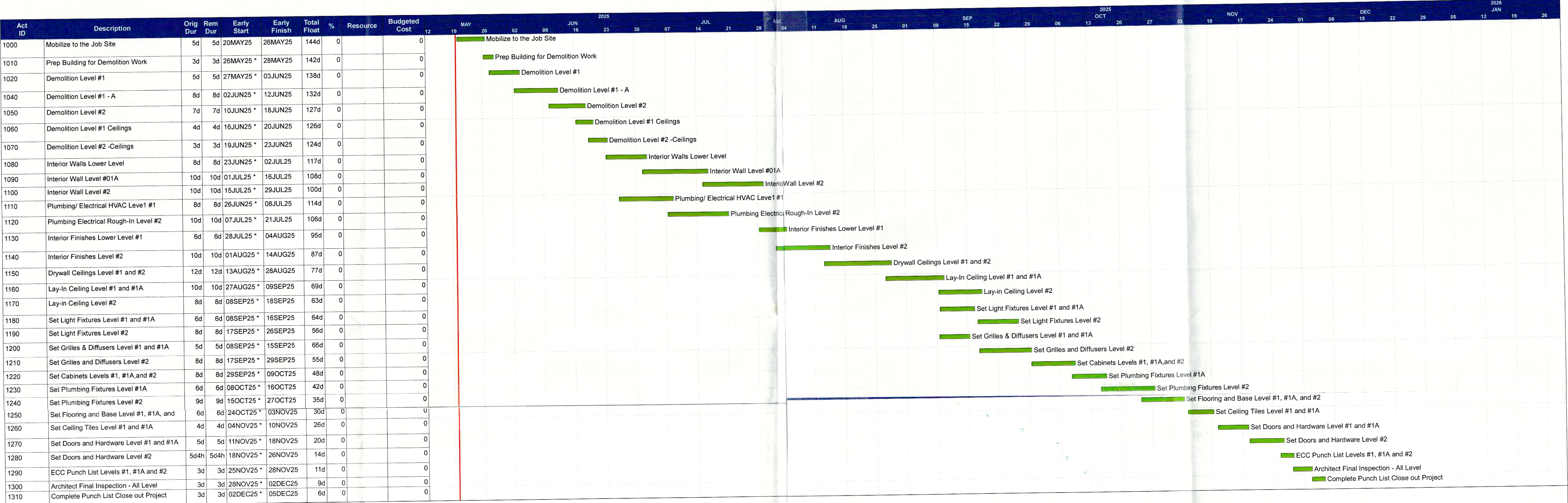
Project: Town of Wake Forest – CID Building
Renovations

Bid #: 0009-2024

Bidder: Engineered Construction Company
900 Paverstone Drive, STE 200, Raleigh, NC 27615

Firm License No.: 30010

Rec'd
1:55pm
5-1-25
Randy Durr



CID Building Renovations
Schedule Duration : 199 Days

Start date 20MAY25
Finish date 05DEC25
Data date 20MAY25
Run date 30APR25
Page number 2A
© Primavera Systems, Inc.

ENGINEERED CONSTRUCTION COMPANY
CID BUILDING RENOVATION

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Start date 20MAY25
Finish date 05DEC25
Data date 20MAY25
Run date 30APR25
Page number 2B
© Primavera Systems, Inc.

ENGINEERED CONSTRUCTION COMPANY
CID BUILDING RENOVATION

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

PROPOSAL FORM

Town of Wake Forest – CID Building Renovations

The undersigned bidder affirms and declares that he has carefully examined all bidding documents and Instructions to Bidders which are acknowledged to be a part of this proposal, and agrees to provide all labor, materials, equipment, supervision, permits; abide by all local, state and federal laws, rules, regulations, and ordinances applicable to perform the work listed in the specifications and scope of work for the following sum to wit:

TOTAL BASE BID – Lump Sum

FIVE HUNDRED EIGHTY- EIGHT THOUSAND NINE HUNDRED Dollars \$ 588,900.00

Construction Duration from NTP 199 Calendar Days

ITEM 1- Scope of Project

The complete improvements of the Town of Wake Forest CID Building Renovation, comprising approximately 5,900 square feet of office space across three levels, with significant interior improvements and minimal exterior improvements, as described in the drawings and project manual.

ITEM 2- Addendums

All addendums must be acknowledged in order for the proposal to be considered.

Addendum #1 ✓ Addendum "A" Dated 4-4-2025

Addendum #2 ✓ Addendum "B" Dated 4-23-2025

Addendum#3 _____

The Town of Wake Forest intends to award a contract to the overall lowest responsible, responsive bidder taking into consideration quality, performance, and the time specified in this bid. The Town of Wake Forest reserves the right to reject or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

All bidders **MUST** complete and submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder.

SIGNATURE PAGE

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

This bid must be signed by a responsible official of the bidding organization and notarized.

May 1, 2025

(SEAL)

Date

Engineered Construction Company

Company



56-1766634

Authorized Signature

Federal Identification #

Scott D. Dawson, Sr. / President

sdawsonsr@engrconst.com

Printed Name and Title

Email Address

900 Paverstone Drive - Ste 200

Raleigh, North Carolina, 27615

Street Mailing Address

City, State, Zip Code

30010

919-954-9090

Contactor's NC License No.

Telephone Number

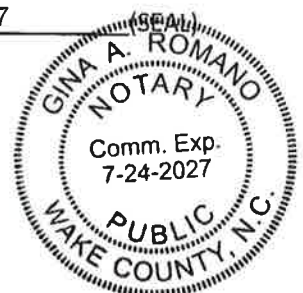
On this day of May 1, 2025, before me Scott D. Dawson, Sr. (name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by Engineered Construction Company (name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public



Gina A. Romano

My Commission Expires 07-24-2027



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

attach to bid (required)

State of North Carolina)

County of Wake)

Project: Town of Wake Forest – CID Building Renovations

Scott D. Dawson, Sr. being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of Engineered Construction Company the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

 President
Name Scott D. Dawson, Sr. Title

Subscribed and Sworn to before me this 1st Day of May, 2025

Notary Public: 



My Commission Expires: 07-24-2027

Identification of Minority Business Participation

I, Engineered Construction Company

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services. The Town of Wake Forest will accept both NC HUB and NC DOT certified minority vendors, unless otherwise stated in the bid documents.

Firm Name, Address and Phone #	Work Type	Minority Category	NC HUB NC DOT Certified	\$ Amount
(Y/N)				

CASTRO & SONS	DRYWALL	H	Y	\$ 15,650
AAA PAINTING	PAINT	H	Y	\$10,600
T&T DEMOLITION	DEMOLITION	H	Y	\$16,750

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 43,000.00.

The total percentage of minority business contracting will be (%) 7.3.

Town of Wake Forest -AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

Affidavit of Engineered Construction Company (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/1/2025 Name of Authorized Officer: Scott D. Dawson, Sr.



Signature: _____

Title: President

State of North Carolina, County of Wake

Subscribed and sworn to before me this 1st day of May 20 25

Notary Public

My commission expires 07-24-2027

Town of Wake Forest --AFFIDAVIT B-- Intent to Perform Contract

With Own Workforce.

County of N/A

Affidavit of N/A

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the N/A contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: N/A Name of Authorized Officer: N/A



Signature: N/A

Title: N/A

State of N/A, County of N/A

Subscribed and sworn to before me this N/A day of N/A 20 N/A

Notary Public N/A

My commission expires N/A

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF WAKE FOREST

I, Scott D. Dawson, Sr. (the individual attesting below), being duly authorized by and on behalf of Engineered Construction Company (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES or
 - b. NO ✓
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 1st day of May, 2025.

[Signature]
Signature of Affiant

Print or Type Name: Scott D. Dawson, Sr.

State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 1st day of May, 2025.

My Commission Expires:
07-24-2027

[Signature]

Notary Public



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Engineered Construction Company
900 Paverstone Drive
Raleigh, NC 27615

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Wake Forest
301 South Brooks Street
Wake Forest, NC 27587

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Town of Wake Forest CID Building Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2025

(Witness)


(Witness) Audria R. Ward, Witness

Engineered Construction Company

(Principal)

(Seal)

By: 

(Title)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: 

(Title) Kevin Wojtowicz

Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: BidBond **Principal:** Engineered Construction Company
Project: Town of Wake Forest CID Building Renovation

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of May, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of May, 2025.

Leigh Anne Henican



Town of Wake Forest
 Bid Tabulation Sheet
 Bid # 0009-2024 – TOWF CID Building Renovations
 Bids Opened 5-1-2025 @ 2:00 P.M.

Company	License #	Addendums (2)	Bid Bond	Total Amount Bid	Duration
Berry Building Group	81204	Yes	Yes	\$597,500.00	120 Days
Diamond Contracting	34909	Yes	Yes	\$649,738.00	4 Months
Focus Design Builders	69753	1	Yes	\$693,000.00	150 Days
Engineered Construction	30010	Yes	Yes	\$588,900.00	199 Days
Progressive Contracting	36100	Yes	Yes	\$697,300.00	168 Days
Trend Construction	86847	Yes	Yes	\$761,000.00	150 Days



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-475-

Submitted by: Jennifer Herbert, Downtown Development

Submitting Department: Downtown Development

Meeting Date: June 3, 2025

Subject

Social District Update

Recommendation:

This is a review of what has been done to prepare for the Social District and will include Business Participation Status.

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-472-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: June 3, 2025

Subject

Discussion of April Monthly Financial Summaries

Recommendation:

item Summary:

ATTACHMENTS:

- [Monthly Financial Report_summary.pdf](#)

Agenda Item: Monthly Financial Report

Summary: Staff prepares monthly financial reports for each of the respective operating funds for which an annual budget is authorized by the Board of Commissioners. The reports are accompanied by highlights during respective month for each fund.

Attachments: Financial summaries



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-481-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: June 3, 2025

Subject

Draft Agenda for BOC Regular Meeting June 17, 2025

Recommendation:

item Summary:

ATTACHMENTS:

- [Draft BOCRegularMeetingAgendaJUNE172025.pdf](#)



**DRAFT Wake Forest Board of Commissioners
Meeting Agenda
June 17, 2025 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Evelyn Wright](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The [Board of Commissioners](#) meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Deputy Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

3. Presentations

- 3.A Resolution recognizing Reginald A. Forte, Sr. on his retirement from the Town of Wake Forest

4. Public hearings / Public Comment

- 4.A Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

- 5.A Approval of a resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Engineered Construction to remodel the Town Hall Annex (formerly CID Building) Renovation Project for \$597,500.00.
[Summary Town Hall Annex.pdf](#)
[Attachment A Town Hall Annex Remodel Resolution.docx](#)
[Attachment B Engineered Construction Submittal.pdf](#)
[Attachment C Full Bid Tab.pdf](#)
- 5.B Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes and Stormwater Fees for FY 2025-2026 for the Town of Wake Forest
[Wake County Rev Collection_summary.pdf](#)
[Resolution 2025-xx authorizing wake co tax admin to levy and collect taxes 2025-2026.docx](#)
- 5.C Approval of resolution authorizing Franklin County Tax Administrator to Levy

and Collect Property Taxes and Stormwater Fees for FY 2025-2026 for the
Town of Wake Forest
[Franklin County Rev Collection_summary.pdf](#)
[Resolution 2025-xx authorizing franklin co tax admin to levy and collect taxes
2025-2026.docx](#)

5.D Approval of Budget Ordinance Amendment # 3 for fiscal year 2024-2025
[Final Budget Ordinance Amendment_summary.pdf](#)

5.E Approval of Stormwater Capital Reserve Fund
[Stormwater Capital Reserve Fund_summary.pdf](#)

5.F Resolution to Accept Streets into the Town of Wake Forest Street System for
Maintenance.
[Attachment_A_summary_05.2025_Accept_Streets.docx](#)
[Attachment_B_Resolution_Accept_Streets.docx](#)

6. Legislative Items

7. Planning Items

8. Administration and Financial Items

8.A Consideration of approval of FY 2025-2026 Budget Ordinance
[FY 2025-2026 Budget Ordinance approval_summary.pdf](#)

9. Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A CIP Project Quarterly Update (Q3)
[CIP Project Tracker Q3_FY2024-2025 \(updated\).pdf](#)

13.Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-455-

Submitted by: Timothy Watson, Engineering

Submitting Department: Engineering

Meeting Date: June 3, 2025

Subject

Approval of a Resolution for Scope and Fee for On-Call Services with Exult Engineering

Recommendation:

Recommend Approval

item Summary:

ATTACHMENTS:

- [Summary.docx](#)
- [Attachment_A_2025-xx_Resolution.docx](#)
- [Attachment_B_Exult_scope_of_work.pdf](#)
- [Attachment_C_Exult contract.pdf](#)

ITEM TITLE: Approval of Scope and Fee for On-Call Services with Exult Engineering.

ITEM SUMMARY: In February 2023, the Board approved Exult Engineering as a consultant for the Town's On-Call Engineering Services. This contract authorizes the utilization of Exult Engineering for preliminary design engineering & cost estimate for the extension of a collector roadway on the CTP plan, with a service cost of \$162,500.00.

ATTACHMENTS:

Attachment A 2025-xx Resolution

Attachment B Exult scope of work

Attachment C Exult contract

SPECIFIC ACTION REQUESTED: Recommend approval.

RESOLUTION 2025-XX

**RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST, THE SCOPE AND FEE
CONTRACT WITH EXULT ENGINEERING**

WHEREAS, Exult Engineering was awarded as an on-call engineering services consultant in February 2023; and

WHEREAS, the Town's on-call engineering services consultant, Exult Engineering, agreed to a scope of services to include engineering design for requested municipal engineering tasks; and

WHEREAS, there is a need to address traffic congestion within the Town of Wake Forest through project planning; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Exult Engineering for Design Engineering and Cost Estimation Services in the amount of \$162,500.00.

Duly adopted this 3rd day of June 2025.

Vivan A. Jones
Mayor

(ATTEST)

Evelyn Wright

Town Clerk

Timothy Watson, PE
Engineering Director
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

May 15, 2025

Dear Mr. Watson,

Exult Engineering, PC ("Exult" or "Consultant") is pleased to present this task order scope and fee estimate to the Town of Wake Forest ("Town" or "Client") for providing transportation engineering services related to the Ligon Mill Road Extension in Wake Forest, NC.

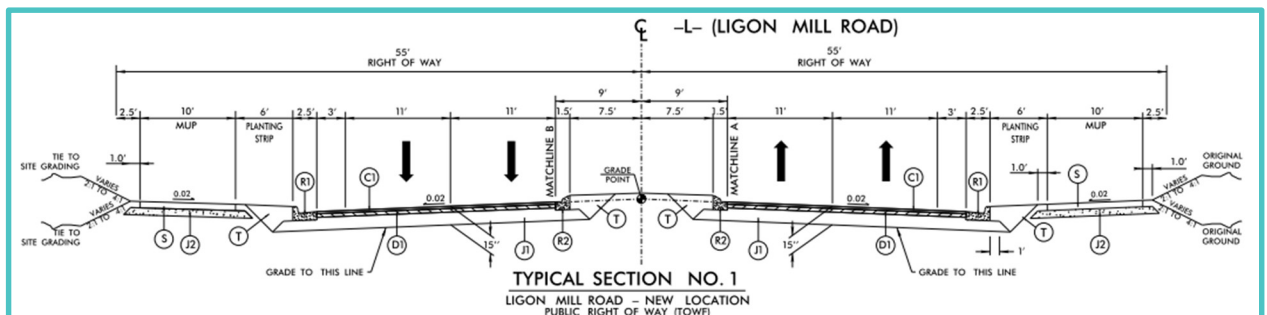
PROJECT OVERVIEW

PROJECT UNDERSTANDING

On Monday, April 28, 2025, a scoping meeting between the Town of Wake Forest, Exult Engineering, and Wetherill Engineering was held to discuss the project history, schedule, and constraints of the conceptual design of Ligon Mill Road Extension. It is our understanding that the Owner desires to move forward with the preliminary phases of the roadway construction drawings for the Ligon Mill Road Extension (approximately 1.75 miles of 4-lane divided roadway) just north of NC 98 Bypass to Stadium Drive in Wake Forest, North Carolina for the purposes of solidifying a feasible and desirable alignment for the extension and also to assist on getting full project implementation costs for the entire project for future funding.

The following design assumptions are included in this scope of work:

- The design will be mostly new location 4-lane divided roadway from just north of NC 98 bypass to Stadium Drive.
- Intersection designs (based on the traffic scope) will be reviewed and designed at Lowes Avenue Extension, Falcate Drive Extension, Durham Road, Agora Drive Extension, and Stadium Drive.
- The speed limit on existing Ligon Mill Road in this area is posted at 35-mph in the project vicinity; therefore, a 40-mph design speed is assumed for the design.
- Design of the roadway will follow NCDOT and TOWF standards and specifications as we understand that NCDOT will be the ultimate owner of this facility in the future.
- The horizontal design will follow closely to the path determined during the scoping meeting with the Town.
- The typical section of Ligon Mill Road will follow the Town of Wake Forest's "4-Lane Divided" cross section and as shown to us during our scoping meeting with the Town.



- Engineer will use the Lidar survey provided to them by the Town on April 28, 2025.

Exult and its subconsultant (Wetherill Engineering) will provide transportation design services for the Ligon Mill Road Extension Project as specifically stated below. The project design is anticipated to be approximately **6-months**. The designs will be performed in accordance with Town, NCDOT, and AASHTO standards and guidelines.

SCOPE OF SERVICES

TASK 1 – MEETINGS AND COORDINATION

Exult will coordinate with project team members and Town staff and provide project administration through the anticipated **6-month** design duration. The coordination will include regular transmittals of project correspondence; review of analyses, documents, and design; and telephone contact for items requiring attention. Other specific meetings and coordination within this task include the following:

- Provide Monthly Progress Reports with Invoices
- Conduct field review of project corridor and existing intersections
 - Two (2) in-person attendees for field walk.
- Design Review Meeting with the Town
 - Two (2) virtual attendees (Conference Call)
- Progress Meetings and/or Conference Calls (6)
 - Two (2) virtual attendees for 1- hour progress meetings (up to 6 mtgs) or conference calls every other month or as scheduled by Town and Design Team
- Coordination with traffic, hydro, and roadway design engineers throughout project duration
- Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated project duration referenced above.

DELIVERABLES:

- Monthly invoicing and progress report for 6 months
- 30% Review Meeting notes
- Updated project schedule with dates for key milestones

TASK 2 – 30% PRELIMINARY PLANS

The Exult Team will prepare 30% preliminary plans consisting of Title Sheet, Typical Sections, Roadway Design plansheets, Horizontal Alignments, Vertical Alignments, Profile Sheets, Preliminary Signal Layouts at larger intersections, and Cross Sections. Exult will also work with their subconsultant to show culvert crossings at all large blue-line streams that cross the corridor. Preliminary Right of Way and Easements will also be shown on plans. The project will maintain the proposed 4-lane divided typical section shown in the project understanding above. This project will have a design speed of 40-mph. The designs will be performed in accordance with the applicable Town, NCDOT, and AASHTO standards and guidelines.

Exult will prepare 30% preliminary plans on sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. It is estimated that this project will be approximately 8 planview sheets and 8 profile sheets.

Exult will submit an electronic 22" x 34" PDF set of plans to the Town for review and comment.

As noted in the meetings and coordination task, Consultant will attend a 30% Review Meeting with the Town following receipt of comments.

After the 30% review meeting, Exult will make up to one (1) round of revisions to address any alignment/typical section comments (if needed) and resubmit the final preliminary plans.

DELIVERABLES:

- 30% Preliminary Plans (Title Sheet, Typical, Plan and Profile)

TASK 3 – TRAFFIC FORECAST

DATA COLLECTION

TRAFFIC COUNTS

Exult will collect 13-hour turning movement count data on a typical weekday at the following existing study intersections:

- NC 98 and Ligon Mill Road
- Ligon Mill Road and Richland Grove Avenue
- Stadium Drive at Glencoe Drive

Exult will collect 48-hour tube count data on a typical weekday at the following existing site:

- Old NC 98 between Hope Street and Richland Drive

Data collection required for other intersections not mentioned above will fall under additional services.

BACKGROUND DATA

Exult will collect available historical AADT data, NCDOT Traffic Survey Group information, and any previous traffic forecast information.

REVIEW AND ANALYSIS OF EXISTING DATA

Exult will develop growth rates for long term historic growth. Turning movement counts will be converted to AADT volumes for use in the forecast.

TRAFFIC FORECAST

Exult will develop a traffic forecast using the Triangle Regional Model for the study intersections under the following scenarios:

- 2025 Base Year No Build (for the three existing study intersections above)
- 2050 Future Year No Build (without U-5307, for the three existing study intersections above)
- 2050 Future Year Build (without U-5307), with 7 study intersections including:
 - NC 98 and Ligon Mill Road
 - Ligon Mill Road and Richland Grove Avenue
 - Ligon Mill Road and Lowes Avenue Extension

- Ligon Mill Road and Falcate Drive Extension
- Ligon Mill Road and Durham Road
- Ligon Mill Road and Agora Drive Extension
- Ligon Mill Road/Glencoe Drive and Stadium Drive

Analysis required for other years or scenarios not mentioned above will fall under additional services.

DOCUMENTATION

Exult will summarize our analysis and results providing a Project Level Traffic Forecast Report. The report will include a detailed summary of existing conditions, future conditions, data analysis tables, and traffic forecasting diagrams.

DELIVERABLES:

- 2025 BYNB, 2050 FYNB, and 2050 FYB Traffic Forecast diagrams
- Project Level Traffic Forecast Report

TASK 4 – TRAFFIC CAPACITY ANALYSIS

DATA COLLECTION

SITE VISIT

Based on the study area defined above, we will perform a site visit to collect data regarding existing traffic conditions such as existing lane geometry, available storage lengths, signal control information, posted speed limits, current traffic flow patterns, and constructability constraints. This data is necessary to develop traffic analysis models.

BACKGROUND DATA

Exult will obtain necessary available traffic data from the North Carolina Department of Transportation (NCDOT) and the Town. This data may include existing traffic count data, approved development traffic data, historical growth rates, and available traffic forecasts, as well as any signal plans and signal timing information. We will review the adjacent street network, available public planning documents, plans for adjacent development projects, and planned roadway improvements committed to by NCDOT, the Town, or others. Exult will obtain available Traffic Impact Analysis (TIA) reports prepared and submitted for planned future developments along the corridor. We will obtain information related to committed improvements at the intersections from the Town, NCDOT, and approved development studies. This scope assumes up to two (2) approved developments will be included in this study. If additional approved developments are later required to be included in the study, this will be considered an Additional Service and will result in additional effort and fee.

VOLUME DEVELOPMENT

Exult will determine existing and future year peak hour volumes by converting the AADT's estimated in the traffic forecast (Task 3) to peak hour volumes.

TRAFFIC CAPACITY ANALYSIS

Exult will perform detailed traffic engineering capacity analyses utilizing Synchro 11 for the study intersections under the following traffic scenarios:

- Existing (2025) AM and PM Peak Hour
- Future Year (2050) No-Build AM and PM Peak Hour
- Future Year (2050) Build AM and PM Peak Hour

Analysis required for other years or scenarios not mentioned above will fall under Additional Services.

Exult will analyze and report the level of service (LOS) and delay for each study intersection and approach. We will analyze and report the 95% queueing for all exclusive turn lanes at the study intersections. Exult will utilize SimTraffic simulation software to observe delay or queueing issues and report maximum queue lengths.

These results will be used to develop recommendations for roadway geometry for the study intersections to accommodate the anticipated future traffic.

DOCUMENTATION

Exult will summarize our analysis and results by following *NCDOT Capacity Analysis Guidelines* in the form of a DRAFT Technical Report. The Technical Report will include a detailed summary of existing conditions, future conditions, and recommendations.

Exult will provide an electronic copy of the DRAFT Technical Report to Town staff for review. We will attend up to one (1) meeting with Town staff following the review to present our analysis and recommendations. We will provide feedback on questions or comments related to the DRAFT.

Exult will address up to one (1) round of comments and prepare a FINAL Technical Report.

DELIVERABLES:

- DRAFT Technical Report
- FINAL Technical Report
- Electronic Synchro files

TASK 5 – HYDRAULIC/ROADWAY DRAINAGE DESIGN (WETHERILL)

Wetherill Engineering will provide hydraulic and roadway drainage design services for the project.

The scope for these services includes:

- **Roadway Drainage Layout:** Provide a conceptual layout of storm drainage. Preliminary spread analysis will be completed for the purposes of catch basin spacing. Outfalls of the drainage systems will be placed to be outside the buffer zones and provided non-erosive velocities entering the buffers. Quantities for the rip rap will be computed as well. Conceptual ditches and stormwater control measures (SCMs) will not be completed at this time. Stream and buffer impacts will be quantified for the purpose of calculating potential costs of mitigation. The hydraulic engineer will coordinate with the in-house biologist for purposes of computing the most accurate cost possible and verify that all regulatory requirements will be met.
- **Preliminary Sizing of culverts and cross pipes:** All potential cross pipe locations will be field verified to provide a channel description for purposes of computing a tailwater section and to see if the engineer feels that the site could potential be jurisdictional. If the structure is sized to be a culvert, the channel geometry will help the engineer

adequately size the structure if multiple barrels are required. The engineer is not a biologist and will only be using their judgement on jurisdictional calls. Jurisdictional calls will help decide if the pipes should be buried 20% up to maximum of 1 foot, which could affect the structure size. Preliminary cross pipe sizing will be completed using HDS-5 analysis and the drainage areas will be computed using USGS streamstats. Estimated Rip rap quantities will be provided for estimating purposes as well. The hydraulic engineer will coordinate with the roadway engineer to verify the vertical grade provides adequate cover on all cross pipes and culverts.

DELIVERABLES:

- Preliminary Sizing of culvert and cross pipes delivered to Exult in CADD
- Quantities for drainage related items for the preliminary construction estimate
- Roadway Drainage layout for construction estimate purposes

TASK 6 – PRELIMINARY CONSTRUCTION COST ESTIMATE

The project estimate will be a Full Project Implementation Estimate that will be used for budgeting reasons. It will include the engineering estimate for constructing the Ligon Mill Road Extension, estimated Right-of Way and Easement costs, and other major items in order to budget the project for future funding. The preliminary construction cost estimate will also be broken into 2 sections:

- End of Current Ligon Mill Road Extension (near NC 98 Bypass) to Durham Road
- From Durham Road to Stadium Drive

with total project costs as well.

ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Consultant will also prepare an Engineer’s Opinion of Probable Construction Cost. The EOPCC will be consistent with NCDOT format and prepared using NCDOT bid averages and recent bid tabulations for projects of a similar size and nature. Please note that the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs are made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Client.

DELIVERABLES:

- Preliminary Construction Cost Estimate – Full Project Implementation Cost (PDF)

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our hourly rates. Additional services we can provide include, but are not limited to, the following:

- Public Involvement – Town will be handling any public involvement on this project.
- Any meetings not specifically identified above requested by the Client or on the Client's behalf by a third party to this Agreement
- Data Collection at intersections other than the ones listed above
- Capacity Analysis at intersections other than the ones listed above
- Capacity Analysis of additional scenarios (i.e. U-5307 Build, etc)
- Design of SCMs (to reduce nitrogen, phosphorus, TSS, peak runoff control, etc)
- Water and Sanitary Sewer Design
- Landscape and Hardscape Design

INFORMATION PROVIDED BY THE CLIENT

The following information shall be provided by the Client.

- Lidar and other preliminary survey information to use for the preliminary designs. (Town sent survey on April 28, 2025)
- Any adjacent development plans that would affect the conceptual alignment.

SCHEDULE

The Exult Team will perform the services as expeditiously as practicable and in accordance with a mutually agreed upon schedule and understanding that schedule items managed by the Town of Wake Forest or other review agencies are outside of the control of the Exult Team.

FEES AND EXPENSES – BASIC SERVICES

The Town of Wake Forest shall pay Exult Engineering for the services listed in the above “Scope of Services” section. Exult Engineering’s compensation will be a Lump Sum amount of **\$162,500.00** based on the following estimated distribution of compensation:

Task	Fee
Task 1: Meetings and Coordination	\$ 17,000
Task 2: 30% Preliminary Plans	\$ 51,000
Task 3: Traffic Forecast	\$ 30,000
Task 4: Traffic Capacity Analysis	\$ 35,000
Task 5: Hydraulic Design and Modeling (<i>Wetherill</i>)	\$ 18,000
Task 6: Preliminary Construction Cost Estimate	\$ 11,500
Total Design Fee	\$ 162,500

Exult may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by Town of Wake Forest. The Lump Sum includes compensation for Exult’s services and services of Exult’s Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

The portion of the Lump Sum amount billed for services will be based upon Exult's estimate of the percentage of the total services actually completed during the billing period. Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding **6 months**. If such period of service is extended, the compensation amount for Exult's services will be appropriately adjusted.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Exult project number. If the Town of Wake Forest requests Additional Services a supplemental agreement will be created.

**TOWN OF WAKE FOREST, NORTH CAROLINA
MASTER SERVICE AGREEMENT FOR
ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES**

THIS AGREEMENT (“Master Service Agreement” or “MSA”) is made and entered into as of the 6th day of March, 2023, by the Town of Wake Forest (“Town”) and Exult Engineering (“Consultant”), organized and existing under the laws of the State of North Carolina.

GENERAL ENGINEERING PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide On-Call General, Engineering, and Inspection Professional Services related to municipal general engineering, construction, and inspection as set forth in and in accordance with Supplemental Services Agreements (“SSA”); and

WHEREAS, the Town issued a “Request for Qualifications for On-Call General Engineering Services RFQ # 22-0001 dated 16th day of September 2022; and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BACKGROUND and PURPOSE

The purpose of the Town’s on-call process is to secure more than one general engineering professional to provide professional on-call engineering, construction, and inspection services. The purpose of this Agreement is to provide the basic terms and conditions by which Consultant will provide its services to the Town, as the need for Services may arise, and in accordance with the standards and requirements as described herein, and in each SSA.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform on-call Services as set forth in this MSA and SSA. The SSA is made a part of this Agreement as if fully set forth herein. The Town shall pay Consultant for the performance of Services in the manner set forth herein and in the SSA.

Requests for services made by the Town to Consultant are contingent upon execution of an SSA and the sufficiency of funding. No services shall commence on a particular project until an SSA has been executed by both parties, and the Town has issued a Notice to Proceed to Consultant. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Services to be provided shall be set forth in an SSA and amendments to that agreement. The SSA may also include additional terms and conditions regarding payment and other matters necessary for the

execution of projects. SSAs shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and SSAs, this Agreement shall control.

The Town has no obligation to provide Services with any work hereunder and does not guarantee the issuance of any minimum number of SSAs under this Agreement.

Consultant represents and agrees that now and continuing for the term of this Agreement, Consultant:

- is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner; and
- shall exercise reasonable care and diligence, and shall act in the best interest of Town; and
- shall act in accordance with generally accepted standards of Consultant's practice applicable to the locality; and shall comply with this Agreement, applicable SSAs, and with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively "Laws and Regulations"); and
- possesses all necessary qualifications, licenses, and certifications; and
- shall perform in a timely manner and in accordance with schedules required under this Agreement or an applicable SSA, time being of the essence; and
- shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of projects; and
- the individual(s) signing Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

SECTION III: AGREEMENT DURATION

This Agreement shall authorize SSAs to be executed for a three (3) year period from the date of execution of this Agreement. Any SSA executed within period of execution of this Agreement shall be binding for the period set forth therein, and this Agreement and such SSA, and amendments to such Agreements, shall be binding for the time period set forth in the SSA. Any SSA executed within this three-year period may be amended for additional scope, fee, or time. The Agreement may be extended for two (2), one-year periods.

Services shall commence upon execution of SSAs describing the specific project and Services to be performed. A written Notice to Proceed following execution of such SSA(s) will be issued to the Consultant. Consultant will not commence Services until such notice is received.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

SECTION V: COMPENSATION

The terms of payment for Services provided by Consultant shall be set forth in each SSA. Such agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the SSA, Consultant shall obtain, and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the SSA, Town shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in an SSA. The Town shall not be obligated to pay any expenses and costs not specifically identified in an SSA.

SECTION VI: CONSULTANT'S BILLINGS to TOWN

The Consultant shall submit an invoice once Service is completed or at designated times during the course of completing a Service. Once the invoice is submitted and approved by the appropriate department the terms will be Net 30 days. The terms may only be changed by written consent of the Finance Director.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation Statutory Limits	
Employers' Liability	\$ 1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000
Professional Liability (E & O)	\$1,000,000 (If Required)

Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: ATTACHMENTS

The following attachments are made a part of this Agreement and incorporated herein by reference:

Attachment A: Scope of Work
Attachment B: Hourly Rate
Attachment C: Title VI Appendment
Attachment D: ARPA Contract Addendum

SECTION X: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Wake Forest
Attn: Joe Guckavan, Jr., PE
Director of Engineering
Engineering Department
301 S Brooks Street
Wake Forest, NC 27587
(919) 435-9439
jguckavan@wakeforestnc.gov

To the Consultant:
Exult Engineering, PC
Attn: Cole Dagerhardt, PE
President
304-F W Millbrook Road
Raleigh, NC 27613
(984) 500-5426
cole@exultengineering.com

Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XI: INDEMNIFICATION

To the extent permitted under N.C. Gen. Stat § 22B-1, the Consultant agrees to indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all damages, expenses, or losses, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof that are proximately caused by the negligence of the Consultant.

SECTION XII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be

commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows: (1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) **Modifications, Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) **E-Verify.** Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) **Iran Divestment Act.** Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) **Divestment from Companies that Boycott Israel.** Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the reasonable satisfaction of the Town of Wake Forest in accordance with the accepted industry standard of care for design professionals. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered

(p) **Standard Terms and Conditions.** The Town of Wake Forest's Standard Terms and Conditions listed at https://www.wakeforestnc.gov/sites/default/files/uploads/residents/finance/8-26-22_towf_standard_terms_and_conditions.pdf https://www.wakeforestnc.gov/sites/default/files/uploads/towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

(q) **Non-appropriation clause.** Contractor acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Wake Forest's statutory

authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

(r) No pledge of taxing authority. The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

(s) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.

(t) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(u) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIII: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

EXULT ENGINEERING, PC:

By: [Signature]

Kip Padgett
Printed

By: [Signature]

Coleman Dagerhardt, President
Printed

Witnessed by:

[Signature]
Name

Elle F. Sawtin
Printed

Witnessed by:

[Signature]
Name

Tyler Blang
Printed



(SEAL)





TOWN of WAKE FOREST

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “*Addendum*”) is entered into by and between Exult Engineering (name of counterparty) , a Professional Corporation (type of legal entity) (“*Contractor*”), and The Town of Wake Forest, a municipal corporation of the State of North Carolina (“*Unit*”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, on July 14, 2021, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“*State Fiscal Recovery Fund*”) or Coronavirus Local Fiscal Recovery Fund (“*Local Fiscal Recovery Fund*” and, together with the State Fiscal Recovery Fund, the “*Fiscal Recovery Funds*”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“*ARPA*”) (March 11, 2021); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“*Treasury*”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “*Regulatory Requirements*”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

- a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
- b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.
- c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
- d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
- e) "*Contract*" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
- g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. §60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").

- h) “*Government*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- i) “*Laborer*” or “*Mechanic*” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference (“The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
- j) “*Recipient*” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) “*Subcontract*” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) “*Subcontractor*” shall mean an entity that receives a Subcontract.
- m) “*Subrecipient*” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) “*Tier*” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
- o) “*Unit*” shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iv. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(vii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ix. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
- x. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the

Department of Justice for appropriate legal proceedings.

- b. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I(a) of this Addendum shall not apply.

III. Copeland "Anti-Kickback" Act

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Department of the Treasury.

IV. Contract Work Hours and Safety Standards Act

- a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV(a) (Overtime Requirements) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV(a) (Overtime Requirements) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV(a) (Overtime Requirements) above.
- c) *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV(b) (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower Tier Subcontracts. Contractor shall be responsible for compliance by any first Tier Subcontractor or lower Tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and

watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

- a) *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies or materials or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made under a Contract or Agreement

- a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes", any subject data or copyright described below.¹¹ "Government purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public, either (1) Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

- e) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- f) For the purposes of this Section V, “subject data” means “recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

VI. Clean Air Act and Federal Water Pollution Act

- a) *Clean Air Act*. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
- b) *Federal Water Pollution Control Act*. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) **If this Contract is a covered transaction as set forth in Section VII(a) above, Contractor hereby certifies as of the date hereof that Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury**

has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of Federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.

- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.¹⁵ This certification is a material representation of fact relied upon by Unit and all liability arising from an erroneous representation shall be borne solely by Contractor.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit which will, in turn, forward the certification(s) to the Department of the Treasury. Contractor shall cause the language of this Section VIII(a) to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.
- b) **Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**
- c) **Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

IX. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the Unit's preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements; or (3) at a reasonable

price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section IX(a):
- i. *"Backhaul"* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - ii. *"Covered Foreign Country"* means the People's Republic of China.
 - iii. *"Covered Telecommunications Equipment or Services"* means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
 - iv. *"Critical Technology"*²⁰ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

- v. *“Interconnection Arrangements”* means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- vi. *“Roaming”* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- vii. *“Substantial or Essential Component”* means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. *“Telecommunications Equipment or Services”* means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in Section X(c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or
 - 4. Provide, as part of its performance of this Contract, any Subcontract, any contractual instrument, or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) Exceptions.

- i. This clause does not prohibit Contractor or Subcontractors from providing:
 - 1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Agreements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment that:
 - a. Is not used as a Substantial or Essential Component of any system; and
 - b. Is not used as Critical Technology of any system.
 - 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) Reporting Requirement

- i. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this Section X to Unit, unless procedures for reporting the information are elsewhere established in this Contract.
- ii. Contractor shall report the following information to Unit pursuant to paragraph (d)(1) of this Section X:
 - 1. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within ten business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or services.

- e) Subcontractor. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
 - i. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - ii. “*Manufactured Products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- b) For the purposes of Section XII(a), an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 143-128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- a) Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities access to any records

(electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

- a) Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by Conflict of Interest Policy of the Unit, the Regulatory Requirements (including, without limitation, C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. § 14-234(a)(1) and G.S. § 14-234.3(a)).
- b) Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), no member of a Covered Individual's immediate family, no partner of a Covered Individual, and no organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- c) Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may

be applicable to the expenditure of Fiscal Recovery Funds:

- a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Termination for Cause or Convenience

The Unit, by written notice, may terminate this contract, in whole or in part, when it is in the Unit's interest. If this contract is terminated, the Unit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Unit may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- i. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- ii. Make progress, so as to endanger performance of this contract; or
- iii. Perform any of the other provisions of this contract.

The Unit's right to terminate this contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Unit) after receipt of the notice from the Unit specifying the failure.

If the Unit terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Unit considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

If this contract is terminated for default, the Unit may require the Contractor to transfer title and deliver to the Unit any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Unit, the Contractor shall also protect and preserve property in its possession in which the Unit has an interest.

The Unit shall pay contract price for completed supplies delivered and accepted. The Unit may withhold from these amounts any sum the Unit determines to be necessary to protect the Unit against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the Town in this clause are in addition to any other rights and remedies provided by law or under this contract.

XVIII. Administrative, Contractual, or Legal Remedies

The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Contractor. Breach of contract disputes will be decided by arbitration, if the parties mutually agree, or in a North Carolina court of competent jurisdiction.

The Contractor understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Contractor.

XVIX. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XX. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

By: 
Name: Coleman Dagerhardt
Title: President

UNIT:

By:  3/6/23
Name: Kip Padgett
Title: Town Manager

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 1/27/2023

Coleman Dagerhardt

(Print name of person signing above)

President

(Print title of person signing above)

- This form is required only for purchases of more than \$100,000 -



TOWN of WAKE FOREST

TITLE VI APPENDMENT for Exult Engineering, PC *Contractor Name*

This contract amendment is made and entered into as of the 6th day of March, 2023, by the Town of Wake Forest ("Town") and Exult Engineering ("Contractor"), organized and existing under the laws of the State of North Carolina.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes

involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*The Contractor has read and is familiar with the terms above:

CJD

Contractor's Initials

1/27/2023

Date

ATTACHMENT A – SCOPE OF WORK

The Town has the option of requesting a selected firm to develop a scope of work for requested municipal engineering tasks. The types of projects anticipated include but are not limited to:

- Conducting or reviewing TIAs
- Project Management
- Engineering design
- Plan Review
- Construction Inspection
- Surveying
- Other Municipal Engineering Tasks

The scope and fee will be determined separately for each assignment prior to notice to proceed, with the parties entering into a supplemental agreement as needed.

Selection by the Town for the MSA is not a guarantee that any firm will receive a project. The Town makes no guarantee of specific volume of work or a total contracted amount arising from this solicitation. This master agreement will:

- Fulfill the consultant solicitation and selection process for the work to be performed under the on-call contract; and
- Establish current hourly rates for each employee that may perform work on the contract by position class and establish a method of calculation and payment for all other direct/indirect project expenses.

Work performed under the MSA will be conducted through Supplemental Services Agreements.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED EXULT ENGINEERING PC
NAME AND PO Box 99277
ADDRESS Raleigh, NC 27624-9277

CERTIFICATE TOWN OF WAKE FOREST
HOLDER 301 S BROOKS STREET
WAKE FOREST, NC 27587

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☒	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY			BSN 0925767	05/29/2022	05/29/2023	GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OPS AGGREGATE	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
							MED EXP (Any one person)	\$1,000
☒	BUSINESSOWNERS			BSN 0925767	5/29/2022	05/29/2023	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	AUTOMOBILE LIABILITY			BAP 2181827	11/29/2022	05/29/2023	COMBINED SINGLE LIMIT (Each accident)	\$1,000,000
☒	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
☐	HIRED AUTOS						BODILY INJURY (Per accident)	\$
☒	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
☐	GARAGE LIABILITY							
☒	Med-Pay \$1,000.00 (Other)							
☒	EXCESS LIABILITY - OCCURRENCE			UP 7689869	05/29/2022	05/29/2023	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC 0260343	05/29/2022	05/29/2023	WC STATUTORY LIMITS	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
☐	OTHER:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronnie K. Williams, CLU, ChFC, LUTCF
DATE 02/24/2023 *Monica Esley, AA*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036		CONTACT NAME: PHONE (A/C No, Ext): (704) 799-1600 FAX (A/C No): (704) 799-2955 E-MAIL ADDRESS: cert@imcpls.com	
INSURED Exult Engineering 304-F West Millbrook Rd Raleigh NC 27609		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Underwriters, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19917	

COVERAGES**CERTIFICATE NUMBER:** 2022-2023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			AEXNYACOE84001	12/06/2022	12/06/2023	Per Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Wake Forest 301 S. Brooks Street Wake Forest NC 27587	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exult Engineering Rates – September 1, 2022 to June 30, 2024*

Classification	Proposed Billing Rate
Senior Transportation Engineer II	\$210/hour
Senior Transportation Engineer I	\$195/hour
Engineer II	\$170/hour
Engineer I	\$155/hour
Engineering Analyst II	\$140/hour
Engineering Analyst I	\$120/hour
Administrative	\$115/hour

***Please note that these rates expire on June 30, 2024.**



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-479-

Submitted by: Kip Padgett, Administration

Submitting Department: Administration

Meeting Date: June 3, 2025

Subject

Approval of a Resolution Petitioning the North Carolina General Assembly to Take Immediate Action to Address Critical Transportation Issues on US 1 (Capital Boulevard)

Recommendation:

item Summary:

ATTACHMENTS:

- [NGA Summary.docx](#)
- [US 1 Final Draft.docx](#)

At your May 20th Board meeting, there was discussion and appeared to be consensus to bring forth a resolution for you to consider at your June 3 work session. The purpose of the resolution was to ask the General Assembly to fund US 1, outside of the discussion CAMPO was having on tolls.

RESOLUTION 2025-XXX

A RESOLUTION PETITIONING THE NORTH CAROLINA GENERAL ASSEMBLY TO TAKE IMMEDIATE ACTION TO ADDRESS CRITICAL TRANSPORTATION ISSUES ON U.S. 1 (CAPITAL BOULEVARD)

WHEREAS, U.S. Highway 1 (US 1) is one of the oldest and most significant transportation corridors on the East Coast, stretching from Key West, Florida, to Fort Kent, Maine; and

WHEREAS, US 1 remains an essential artery for regional mobility and necessary for economic prosperity, particularly within the Research Triangle area; and

WHEREAS, the State of North Carolina has acknowledged the strategic importance of the US 1 corridor—specifically between I-540 in Raleigh and Purnell Road in Wake Forest—by including it in the State Transportation Improvement Plan (STIP) as Project U-5307 since 2012; and

WHEREAS, the US 1 Council of Planning was formed in 2006 to prioritize the corridor; and

WHEREAS, the 2012 STIP projected a 2018 start year and an estimated \$93 million cost of construction; and

WHEREAS the 2016 STIP projected a 2021 start year and an estimated \$269 million cost of construction; and

WHEREAS, in 2018, the estimated cost of construction was \$581 million, with project completion anticipated by or before the date of this Resolution; and

WHEREAS, shifting funding priorities by the North Carolina Department of Transportation's (NCDOT) STIP scoring system have led to repeated delays; and

WHEREAS, in June of 2023, NCDOT informed the Town of Wake Forest that funds were reallocated from US 1 to address cost overruns in another project located in Fayetteville, NC; and

WHEREAS, these delays have escalated the project cost to \$1.34 billion in 2024 dollars and counting; and

WHEREAS, construction for the Wake Forest segments is now scheduled for the mid-2030s, with funding still not guaranteed despite ever-increasing traffic volume and congestion; and

WHEREAS, US 1 is critical for commuter and economic access between Wake Forest and counties to the north; and

WHEREAS, Wake Forest is at a competitive disadvantage in terms of highway infrastructure compared to other municipalities in Wake County and the surrounding region; and

WHEREAS, this disadvantage is evident in stalled economic development projects along US 1 due to uncertainty about road access and improvement timelines; and

WHEREAS, a Transportation Impact Analysis (TIA) conducted in December 2015 for a residential development on Burlington Mills Road recommended a Reduced Conflict Intersection (RCI) at the intersection with US 1 to prevent future congestion; and

WHEREAS, although developer-funded improvements are common along US 1, NCDOT did not require construction of the recommended RCI, citing the anticipated start of the US 1 project “within the next couple of years”; and

WHEREAS, 10 years later, construction has still not begun, and this intersection remains a significant bottleneck with frequent, extended traffic backups; and

WHEREAS, this delay has limited Wake Forest’s ability to expand its commercial tax base and attract jobs along US 1 which is one of the only commercial corridors in Wake Forest; and

WHEREAS, Representative Mike Schietzelt emphasized at the May 21, 2025, session of the North Carolina House of Representatives that “US 1 is part of early American history...during wartime and in peacetime and it still remains a critical corridor”; and

WHEREAS, Majority Caucus Chair Representative Matt Winslow stated at the same meeting that “US 1 is a major artery...and...the only road leaving out of Raleigh”; and

WHEREAS, tolling the corridor was considered and concern was expressed from local and state officials concerning imposing such costs on residents; and

WHEREAS, the North Carolina House of Representatives passed an amendment to the proposed state budget prohibiting the use of public funds for tolling the segment of US 1 between I-540 and Purnell Road; and

WHEREAS, the withdrawal of funding and indefinite project timeline has harmed businesses, residents, and landowners in Wake Forest and surrounding counties; and

WHEREAS, this uncertainty has effectively blocked private development, creating a situation akin to a regulatory “taking”; and

WHEREAS, NCDOT’s failure to require developer-funded improvements at the Burlington Mills Road intersection has directly contributed to severe congestion in that area; and

WHEREAS, the intolerable traffic conditions on this corridor now threaten the economic competitiveness, public safety, and quality of life for the Town and the region, stalling private development, choking commerce, and placing an unfair – and already years-long – burden on residents and businesses; and

WHEREAS, US 1 is a state-maintained roadway, and the state’s failure to act has put Wake Forest at an economic and transportation disadvantage.

NOW THEREFORE BE IT RESOLVED, that the Wake Forest Board of Commissioners:

- Demands the State of North Carolina immediately prioritize and fully fund the construction of the US 1 improvements through a direct appropriation, a statewide transportation bond, or other means, with a firm commitment to begin construction no later than the Spring of 2027 and completion by Spring 2033, as outlined in the most recent corridor analysis.
- Further demands, in the absence of full project funding or completion by 2033, the NCDOT immediately be directed to design and construct critical safety and congestion improvements at the Burlington Mills Road and U.S. 1 intersection, with completion by Spring 2027, to address the most acute hazards and bottlenecks.
- Directs the Town Clerk to transmit this Resolution to the Governor of North Carolina, the President Pro Tem of the North Carolina Senate, the Speaker of the North Carolina House of Representatives, Members of the North Carolina General Assembly representing Wake Forest, the Secretary of Transportation, and the Executive Director of the Capital Area Metropolitan Planning

Organization, and to make the Board's position known in all relevant public forums.

Duly adopted this 3rd Day of June 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-478-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: June 3, 2025

Subject

Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

Recommendation:

item Summary:

ATTACHMENTS: