

August 27, 2014
9:00 a.m.

Committee Room
2nd Floor Durham City Hall

1. Roll Call
2. Adjustments to the Agenda
3. Public Comments

CONSENT AGENDA

4. **Approval of July 23, 2014 TC Meeting Minutes**
Attachment 4

A copy of the July 23, 2014 minutes is enclosed as Attachment 4.

TC Action: Approve minutes of the July 23, 2014 TC meeting.

5. **Approval of June 18, 2014 TC Meeting Minutes**
Attachment 5

A copy of the June 18, 2014 minutes is enclosed as Attachment 5.

TC Action: Approve minutes of the June 18, 2014 TC meeting.

6. **Approval of May 28, 2014 TC Meeting Minutes**
Attachment 6

A copy of the May 28, 2014 minutes is enclosed as Attachment 6.

TC Action: Approve minutes of the May 28, 2014 TC meeting.

7. **FY 2015 UPWP Amendment Schedule and Grant Reporting Due Dates**
Attachment 7, 7A

Meg Scully, LPA Staff
Felix Nwoko, LPA Staff

A copy of the FY2015 UPWP Amendment Schedule is enclosed as Attachment 7 and of the DCHC MPO Grant Reporting Due Dates for FY15 as Attachment 7A.

TC Action: Receive the Amendment Schedule and Grant Reporting Due Dates

**8. Approval of resolution authorizing flex of City of Durham/DATA STP-DA funds to FTA/5307
Attachment 8**

Meg Scully, LPA Staff

Felix Nwoko, LPA Staff

Resolution to approve flexing of City of Durham/DATA STP-DA funds from TIP No. TA-4923 (\$3,218,400) and TA-5019 (\$266,000) to FTA/5307 to purchase replacement buses and vans.

TC Action: Recommend Board approve resolution to flex funds.

8a. Authorize Durham City Manager on behalf of DCHC MPO to enter into agreement with North Carolina Department of Transportation for the Metropolitan Planning Program Grant (Section 5303) for FY15

Attachment 8a

Meg Scully, LPA Staff

Felix Nwoko, LPA Staff

The Metropolitan Planning Program Grant (Section 5303) scope and budget for FY15 was approved as part of the FY15 UPWP on April 9, 2014. A copy of the grant agreement is enclosed as attachment 8a.

TC Action: Recommend Board authorize City Manager to enter into agreement with NCDOT.

ACTION ITEMS

9. TC Bylaws

Attachment 9

Ellen Beckmann, City of Durham

The revised DCHC MPO Memorandum of Understanding has been approved by all local jurisdictions and NCDOT. Revisions to the TC bylaws are necessary to reflect the new MOU. Attachment 9 is the proposed updated TC bylaws.

TC Action: Adopt the Technical Committee Bylaws

10. Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Grant Funding Recommendations for FY 2015 and FY 2016 MPO Funding Cycle

Attachment 10, 10A

Meg Scully, LPA Staff

The 5310 grant program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent

populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

The DCHC MPO has received appropriations for FY 2013 and FY 2014. The project selection process will occur every two years, as long as 5310 grant funds are available. The amount of federal funding available for this call is \$475,190. The LPA staff reviewed and scored all grant applications. The TC Transit Subcommittee met on August 20, 2014 to review LPA scoring and make a recommendation for the TC to review.

TC Action: Recommend the MPO Board approve the Section 5310 FY14 Program of Projects.

11. FY 2012-2018 TIP Amendment #19 – to include Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) FFY13 and FFY14 projects and DATA FFY14 5307 funded projects in TIP/STIP

Attachment 11

Meg Scully, LPA Staff

Amendment #19 to the FY 2012-2018 Transportation Improvement Program incorporates projects from the FFY13-14 Section 5310 Program of Projects as well as DATA projects funded with Section 5307 FFY14 apportionment into the current TIP and STIP. A resolution and table are included as Attachment 11.

TC Action: Recommend that the MPO Board approve Amendment #19 to the FY 2012-2018 Transportation Improvement Program.

12. FY 2012-2018 TIP Amendment #20 – to include revise STP-DA and TAP funding based on new policy and formula

Attachment 12, 12A, 12B

Ellen Beckmann, City of Durham

Amendment #20 to the FY 2012-2018 Transportation Improvement Program is necessary to reflect STPDA and TAP programmed projects in FY 2014 through 2016 and to match recent STIP Amendments. A memo describing the amendment is provided. A table of STPDA and TAP funding for FY 2014 through 2016 is provided. A TIP resolution and table is also provided.

TC Action: Recommend that the MPO Board approve Amendment #20 to the FY 2012-2018 Transportation Improvement Program.

13. DRAFT DCHC MPO MOBILITY REPORT CARD

Attachment 13

KoSok Chae, LPA Staff

Lindsay Smart, LPA Staff

This document, the DCHC MPO's first-ever Mobility Report Card, is a multimodal transportation evaluation, examining in equal measure vehicular, transit, bicyclist, and pedestrian travel. The report looks at the state of the region in 2012 and compares it to previous years.

TC Action: Receive report and refer to the subcommittee to review and provide comments.

REPORTS FROM STAFF:

14. Reports from Staff

Attachment 14

Felix Nwoko, LPA Staff

TC Action: Receive report from staff

15. Report from the Chair

No attachment

Mark Ahrendsen, TCC Chair

TC Action: Receive report from TC Chair

16. NCDOT Report

Attachment 16

Wally Bowman (Joey Hopkins), Division 5 – NCDOT

Mike Mills (Pat Wilson), Division 7 – NCDOT

Rob Stone (Darius Sturdivant), Division 8 – NCDOT

Julie Bollinger, Transportation Planning Branch – NCDOT

Kelly Becker, Traffic Operations – NCDOT

TC Action: Receive report from NCDOT

INFORMATIONAL ITEMS:

17. None.

Adjourn

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TECHNICAL COORDINATING COMMITTEE

MEETING MINUTES

July 23, 2014

The Technical Coordinating Committee met on July 23, 2014 at 9:02 a.m. in the City Council

Committee Room on the second floor of Durham City Hall. The following attended:

- | | |
|-------------------------|-----------------------------|
| **Mark Ahrendsen | City of Durham (TCC Chair) |
| **Tom Altieri | Orange County |
| **Kelly Becker | NCDOT – Regional Traffic |
| **Julie Bollinger | NCDOT – TPB |
| **David Bonk | Town of Chapel Hill |
| **Wally Bowman | NCDOT – Division 5 |
| **Margaret Hauth | Town of Hillsborough |
| **Andy Henry | DCHC MPO |
| **John Hodges-Copple | Triangle J COG |
| **Ed Lewis (Alternate) | NCDOT – Division 7 |
| **Bret Martin | Orange County |
| **Patrick McDonough | Triangle Transit |
| **Tina Moon | Town of Carrboro |
| **Kumar Neppalli | Town of Chapel Hill |
| **Pierre Osei-Owusu | City of Durham – DATA |
| **Hillary Pace | Chatham County |
| **Mila Vega (Alternate) | Town of Chapel Hill |
| **Linda Wallace | Durham County |
| **Scott Whiteman | Durham City/County Planning |
| **Laura Woods | Durham City/County Planning |
| Than Austin | UNC |
| Ellen Beckmann | DCHC MPO |
| Kathy Boyer | Triangle J COG |
| Brian Rhodes | DCHC MPO |
| Meg Scully | DCHC MPO |
| Tamra Shaw | NCDOT – PTD |

**Voting Member

^Temporary or Non-Voting Member

Quorum Count: 20 of 22 Voting Members

Mark Ahrendsen, TCC Chair, called the meeting to order at 9:02 a.m. The Alternate Voting

Members were identified and are indicated above.

41 **PRELIMINARIES:**

42 **Ethics Reminder**

43 In accordance with the State Governmental Ethics Act, it is the duty of every Board member to
44 avoid conflicts of interest. Does any Board have any known conflict of interest with respect to any
45 matters coming before the Board today? Is so, please identify the conflict and refrain from any
46 participation in the particular matter involved. There were none.

47 **Adjustments to the Agenda**

48 There were no adjustments to the agenda.

49 **Public Comments**

50 There were no comments from the public.

51 **CONSENT AGENDA:**

52 **Approval of June 18, 2014 TCC Meeting Minutes (Attachment 4)**

53 The approval of the June 18, 2014 TCC meeting minutes will be postponed until the July 2014
54 TCC meeting.

55 **ACTION ITEMS:**

56 **Prioritization 3.0 – Point Assignment (Attachments 5A, 5B, 5C, 5D, 5E, and 5F)**

57 Ellen Beckmann provided a PowerPoint Presentation on the Prioritization 3.0 – Point
58 Assignment and the attachments. Ms. Beckmann provided a handout at the beginning of the meeting
59 for this item. Ms. Beckmann states that the role of the MPO is to approve the TIP. There were no
60 comments on the Statewide projects. Ellen Beckmann states that today’s recommendation will be to
61 finalize local input points and the acceptance of the donation of points. Normalization process is being
62 discussed and it has been suggested that some flexibility to vary from the methodology is needed. David
63 Bonk asked if the amount of money would change as the TIP moves forward. Currently the 4% will apply
64 for this cycle. Ms. Beckmann asks to refer attachment 5F. Attachment 5F consists of the following

65 projects: Regional, Public Transit, Rail, Highway and non-highway. Chatham County projects will be
66 scored. A survey was conducted and 285 responses were received. There was strong support for bike
67 and pedestrian projects. The Durham-Orange Light Rail project received the highest response. There
68 were points donated by TARPO. Ed Lewis provided a handout on Division 7. Patrick McDonough talks
69 about the point assignment and the best way to help move the project along. The ultimate goal is to get
70 the most points so that the project can get the maximum allocation. Ed Lewis stated NCDOT is looking at
71 the divisional and regional level. NCDOT will continue to work with the RPO's and MPO's. Wally
72 Bowman, NCDOT, is concerned with the fact that they want both divisions to be on the same page. A
73 meeting should be held before the August TAC Meeting. Mark Ahrendsen agrees that there is some
74 fine tuning that needs to occur between both agencies before the August TAC.

75 Bret Martin with Orange County asked if the point assignment was developed with the
76 knowledge of what the MPO staff is recommending for the projects or vice-versa. Ed Lewis stated they
77 met with all of the partners and responded to what the MPO's and RPO's were putting points on, as well
78 as, the technical scores. The points are a percentage of the projects. Mr. Martin stated if you
79 developed these MPO division point assignments with the assumption the division engineer was going
80 to assign points, do they need to be modified. Ellen Beckmann stated the MPO staff will be working
81 with NCDOT on the point system. Ms. Beckmann stated the question for today is are we supposed to
82 make recommendations coming out of exact points and if so, it is still going to have to be flexible. Mark
83 Ahrendsen stated it will subject to further dialogue with NCDOT. Wally Bowman stated the MPO said
84 they weren't going to cascade down projects; but are looking at it. NCDOT stated they would cascade
85 down; but they are really looking at the funds.

86 Ellen Beckmann stated the staff recommendation is what was described; subject to the
87 discussion. Hillary Pace with Chatham County asked that the Chatham County Bike/Pedestrian project

88 be added for discussion. Mark Ahrendsen stated we haven't had any dialogue with Division 8 Engineer
 89 on it. Ellen Beckmann stated we haven't received a score yet; but the preliminary score is 10.

90 Bret Martin asked about the point donation from TARPO. What is the benefit of rejecting the
 91 donation from TARPO. Ellen Beckmann stated it is more of a principle matter. Our methodology says
 92 that screening criteria is it has to be in the MTIP and that is the proper order. Mr. Martin asked what
 93 happens to the rejected points and Ellen Beckmann stated TARPO can reassign the points.

94 A motion was made by Patrick McDonough and seconded by Andy Henry to recommend the TAC
 95 approve the local input point assignment subject to further discussion with NCDOT and subject to
 96 further discussion with NCDOT Division 8 bike/ped projects and also to take a position on the donated
 97 points. The motion carried with Bret Martin opposing.

98 **NCDOT Feasibility and Environmental Studies (Attachment 6A)**

99 Julie Bollinger with NCDOT provided a PowerPoint presentation on the NCDOT Feasibility and
 100 Environmental Studies, along with the attachment.

101 Ms. Bollinger stated that the environmental analysis (i.e., categorical exclusion) for I-40 in
 102 Orange County will not be until 2017 because they can't do noise impacts of the analysis until there is a
 103 design.

104 Ellen Beckmann asked about the slip ramp in our TIP as part of the Farrington grade separation.
 105 Andy Henry stated to just leave it until we do the TIP again and we will remove it. Andy Henry stated
 106 the grade separation doesn't have the slip ramp. Ellen Beckmann's question is will the Farrington grade
 107 separation function without the slip ramp.

108 **Triangle TDM Program and Plan Update (Attachments 7, 7A, and 7B)**

109 Kathy Boyer with TJOG provided a PowerPoint presentation on the Triangle TDM Program and
 110 Plan Update, including the attachments.

111 Pierre Osei-Owusu asked if the TDM support has changed and Ms. Boyer stated there has been a
 112 lot of support from the TDM Coordinator.

113 David Bonk asked if this has to be adopted today because as a MPO we allocated quite a bit of
 114 money from CMAQ to this and Dale McKeel our representative is not here today. Mr. Bonk is interested
 115 in sitting down with Mr. McKeel and reviewing the program as to what has been done and what is going
 116 to be done before taking action on this plan.

117 Mark Ahrendsen asked if there was a deadline for approving this and Ms. Boyer stated there is
 118 no deadline.

119 Patrick McDonough asked if they know what the actual VMT growth rate is each year. Ms.
 120 Boyer stated they are still working on obtaining this information. Ms. Boyer stated the plan data shows
 121 an estimate of 3% per year per VMT growth and that is just for daily commute. This information is
 122 based on 2003. Mr. McDonough stated it would be great to see the air pollutant numbers. Mr.
 123 McDonough also mentioned that they need to contact John Hodges-Copple on the parking area study.

124 Pierre Osei-Owusu asked who the members are on the oversight committee. Ms. Boyer stated
 125 they are: Dale McKeel, DCHC; Chris Lukasina, CAMPO; Carrie Pickett with DENR; John Hodges-Copple,
 126 Triangle JCOG; and James Lim from NCDOT-PTD.

127 David Bonk recommends deferring action on this item for at least a month until we can meet
 128 with Dale McKeel.

129 A motion was made by Pierre Osei-Owusu and seconded by Laura Woods to defer action on this
 130 item until next month. The motion carried unanimously.

131 **TCC Bylaws (Attachments 8, 8A, 7B, and 8C)**

132 Ellen Beckmann reviewed the TCC Bylaws, along with the attachments. The changes are to
 133 make the Bylaws consistent with the MOU. We added rotation of officers and that they should rotate
 134 among the jurisdictions. The LPA staff will be separate from the Technical Committee and from Durham.

135 David Bonk stated it seems good; but the coordination will be more difficult. Ms. Beckmann stated the
 136 Chair sets the agenda. Bret Martin stated it still says officers can serve forever. Ms. Beckmann will add
 137 “up to two consecutive terms.” Pierre Osei-Owusu stated if it’s not broken, why fix it. Ms. Beckmann
 138 stated the idea is to separate City staff and the MPO. CAMPO does it this way. Margaret Hauth stated
 139 we can change it later if it doesn’t work.

140 Julie Bollinger asked if members will be able to participate by telephone. Ms. Beckmann stated
 141 we have no provisions for electronic or call in attendance. Ms. Beckmann has researched it with the City
 142 Attorney’s office and was told it was not advisable. To fully participate in a deliberative body, you need
 143 to be able to see everyone and have handouts. The technology we have does not meet that standard.
 144 Therefore, you must be in attendance at the meeting.

145 John Hodges-Copple stated it will be important to have a senior LPA staff member sitting next to
 146 the Chair.

147 Ellen Beckmann stated we will wait until the MOU is official. Then, approve the TCC Bylaws.

148 **CTP and 2045 MTP Update (Attachments 9A and 9B)**

149 Andy Henry provided a presentation on the CTP and 2045 MTP update, along with the
 150 attachments.

151 Laura Woods stated more new households are apartments and townhouses with smaller
 152 household sizes.

153 Bret Martin asked if there has ever been interest in extending the boundary into Alamance
 154 County because there is a lot of commuting into Orange County and Durham. There seems to be a
 155 growing relationship between the Burlington area and the Triangle. Andy Henry stated we capture that
 156 use by using external station. Mr. Martin stated we aren’t getting a true picture of the growth. John
 157 Hodges-Copple stated the idea is the new statewide transportation model should give us a better idea of

158 what is coming across. Previously, the only mode you could come in on from the external station was
159 highway by now transit trips can come across.

160 **Designated Recipient Authority of DCHC MPO/City of Durham for Section 5307 and 5339 Funds**
161 **(Attachments 10 and 10A)**

162
163 Meg Scully provided an introduction for the Designated Recipient Authority of DCHC MPO/City
164 of Durham for Section 5307 and 5339 Funds, along with the attachments.

165 Bret Martin pointed out minor corrections in the letter and the resolution. These changes will
166 be made.

167 A motion was made by David Bonk and Bret Martin to recommend that the TAC approve the
168 resolution and letter re-affirming DCHC MPO as a Designated Recipient for 5307 and 5339 funds as
169 modified. The motion carried unanimously.

170 **REPORTS FROM STAFF:**

171 **Reports from Staff (Attachment 11)**

172 The Reports from Staff is attached for review.

173 **Report from the Chair (No attachment)**

174 There was not a report from the Chair.

175 Mark Ahrendsen announced the reassignment of Ellen Beckmann representing the City of
176 Durham and the hiring of Lindsay Smart as a replacement for Ellen Beckmann effective August 4, 2014.

177 Congratulations to Ellen Beckmann.

178 **NCDOT Report (Attachment 13)**

179 Ed Lewis, Division 7 provided an update on projects. They are receiving a lot of comments on
180 the Bennett Road roundabout and Mt. Carmel. The roundabout at Mt. Moriah is opening up today at
181 4:00 p.m. The Columbia Street project should be finished in mid-August. The Church Street access
182 improvements have three projects being coordinated at the same time.

183 Wally Bowman, Division 5 provided an update on projects. John Hodges-Copple stated that the
184 Hopson Road Grade Separation project was over budget and behind schedule. Mr. Bowman stated it
185 has been challenging; but there is a new contractor. There are challenges with railroad issues.

186 Ellen Beckmann provided an update from Darius Sturdivant, Division 8 regarding the US 15-501
187 corridor study.

188 David Bonk provided an update on the Old Durham-Chapel Hill Road bike/ped project. There is
189 an option of delaying the Durham County segment to allow Orange County to catch-up. It may have
190 some financial benefits.

191 **Adjournment**

192 There being no further business before the Technical Coordinating Committee, the meeting was
193 adjourned at 11:32 a.m.

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TECHNICAL COORDINATING COMMITTEE

MEETING MINUTES

June 18, 2014

The Technical Coordinating Committee met on June 18, 2014 at 9:04 a.m. in the City

Council Committee on the second floor of Durham City Hall. The following attended:

- **Mark Ahrendsen City of Durham (TCC Chair)
- **Tom Altieri Orange County
- **Kelly Becker NCDOT Traffic Operations
- **Julie Bollinger NCDOT – TPB
- **David Bonk Town of Chapel Hill (TCC Vice-Chair)
- **Jeff Brubaker Carrboro Planning
- *Aaron Cain Durham City/County Planning - Alternate
- **Margaret Hauth Hillsborough Planning
- **Andy Henry DCHC MPO
- **John Hodges-Copple Triangle J COG
- **Mike Kneis NCDOT – Division 5
- **Bret Martin Orange County
- **Patrick McDonough Triangle Transit
- **Tina Moon Town of Carrboro
- **Felix Nwoko DCHC MPO
- **Pierre Osei-Owusu City of Durham DATA
- **Hillary Pace Chatham County
- **Liz Rooks Research Triangle Foundation
- **Darius Sturdivant NCDOT – Division 8
- ** Linda Thomas Wallace Durham County
- ** Scott Whiteman Durham City/County Planning
- **Ed Lewis NCDOT – Division 7
- **Mila Vega Chapel Hill Engineering

- Than Austin UNC
- Ellen Beckmann DCHC MPO
- Craig Benedict Orange County
- Dale McKeel DCHC MPO
- Brian Rhodes DCHC MPO
- Meg Scully DCHC MPO
- Joel Graefe Moffatt & Nichol, Raleigh

**Voting Member
^Temporary or Non-Voting Member
Quorum Count: 20 of 25 Voting Members

43 Mark Ahrendsen, TCC Chair, called the meeting to order at 9:04 a.m. The Alternate Voting
44 Members were identified and indicated above.

45 **PRELIMINARIES:**

46 **Ethics Reminder**

47 In accordance with the State Governmental Ethics Act, it is the duty of every Board member
48 to avoid conflicts of interest. Does any Board member have any known conflict of interest with
49 respect to any matters coming before the Board today? If so, please identify the conflict and refrain
50 from any participation in the particular matter involved. There were none.

51 **Public Comments**

52 There were no comments from the public.

53 **Announcements:**

54 Jeff Brubaker will be departing from the TCC.

55 Linda Thomas Wallace was introduced as the new Durham County representative

56 **CONSENT AGENDA:**

57 **Approval of May 28, 2014 TCC Meeting Minutes (Attachment 4)**

58 Minutes will be held until the next TCC meeting.

59 **FY 2012-2018 TIP Amendment #18 - To include Job Access /Reverse Commute (JARC) 2014**

60 **Projects in TIP/STIP (Attachment 5)**

61 A motion was made by Felix Nwoko to approve the consent agenda excluding the meeting
62 minutes and seconded by Andy Henry. The motion carried unanimously.

63 **ACTION ITEMS:**

64 **STP-DA and Transportation Alternative Program (TAP) (Attachment 6, 6A, 6B, 6C)**

65 Ellen Beckmann provided an update on the STP-DA and Transportation Alternative Program
66 (TAP) along with attachments. Ellen Beckmann stated the Transit sub-allocation information was

67 referred back to the TCC by the TAC for discussion and requested to have a recommendation back by
 68 the next TAC meeting.

69 David Bonk agreed with Bret Martin and made motion to recommend to the TAC to change
 70 the percentage of the OPT from 2% to 4% in the middle table on attachment 6C, Jeff Brubaker
 71 seconded the motion. Andy Henry disagreed with this motion due to the inequality of population.
 72 Felix Nwoko made a substitute motion to recommend to the TAC using the last option on attachment
 73 6C; the motion was seconded by Andrew Hendry. The committee took a vote on substitute motion
 74 resulting in 13 approved/3 opposed.

75 **Prioritization 3.0 – Point Assignment (Attachments 7, 7A, 7B)**

76 Ellen Beckmann provided an update on Prioritization 3.0 along with attachments. Ellen
 77 Beckmann stated there was no recommendation for today. Ellen Beckmann encouraged all local
 78 jurisdictions to review the point assignments. Ellen Beckmann also reminded everyone of the Public
 79 Hearing on June 25, 2014 and the Public Comment period will end July 12, 2014.

80 **REPORTS FROM STAFF:**

81 **Reports from Staff (Attachment 8)**

82 Felix Nwoko provided an update on the various projects and annual reports.

83 **Report from the Chair**

84 Mark Ahrendsen provided an update on the approval of the MOU. Ellen Beckmann stated
 85 the bylaws needed to be revised and the membership needed to be adjusted.

86 **NCDOT Reports (Attachment 10)**

87 Mike Kneis, Division 5, referred to page five (TIP-EB-4411B) on the handout and stated he
 88 recently requested construction authorization and the construction date is not spring of 2014 but will
 89 be summer of 2014.

90 Ed Lewis, Division 7, informed the committee that there will be additional projects added by the next
91 meeting.

92 Darius Sturdivant, Division 8, stated the Jack Bennett Road project is scheduled to be let in July, and
93 provided an update on the enhancement funding for the American Tobacco Trial. There will be a
94 public meeting on July 24, 2014.

95 **INFORMATIONAL ITEMS:**

96 There were no informational items.

97 **Adjournment**

98 There being no further business before the Technical Coordinating Committee, the meeting
99 was adjourned at 10:39 a.m.

TECHNICAL COORDINATING COMMITTEE

MEETING MINUTES

May 28, 2014

The Technical Coordinating Committee met on May 28, 2014 at 9:10 a.m. in the

Transportation Conference Room on the fourth of Durham City Hall. The following attended:

- | | | |
|----|----------------------|--------------------------------------|
| 6 | **Mark Ahrendsen | City of Durham (TCC Chair) |
| 7 | **Tom Altieri | Orange County |
| 8 | **Julie Bollinger | NCDOT – TPB |
| 9 | **David Bonk | Town of Chapel Hill (TCC Vice-Chair) |
| 10 | **Jeff Brubaker | Carrboro Planning |
| 11 | **Margaret Hauth | Hillsborough Planning |
| 12 | **Andy Henry | DCHC MPO |
| 13 | **John Hodges-Copple | Triangle J COG |
| 14 | **Joey Hopkins | NCDOT – Division 5 |
| 15 | **Bret Martin | Orange County |
| 16 | **Patrick McDonough | Triangle Transit |
| 17 | **Tina Moon | Town of Carrboro |
| 18 | **Kumar Neppalli | Chapel Hill Engineering |
| 19 | **Felix Nwoko | DCHC MPO |
| 20 | **Hillary Pace | Chatham County |
| 21 | **Liz Rooks | Research Triangle Foundation |
| 22 | **Scott Whiteman | Durham City/County Planning |
| 23 | **Patrick Wilson | NCDOT – Division 7 |
| 24 | **Laura Woods | Durham City/County Planning |
| 25 | | |
| 26 | Than Austin | UNC |
| 27 | Ellen Beckmann | DCHC MPO |
| 28 | Unwana Dabney | FHWA |
| 29 | Dale McKeel | DCHC MPO |
| 30 | Brian Rhodes | DCHC MPO |
| 31 | Meg Scully | DCHC MPO |
| 32 | Jeffery Sullivan | DATA Apprentice |
| 33 | Linda Thomas Wallace | Durham County |

- 34
- 35 **Voting Member
- 36 ^Temporary or Non-Voting Member
- 37 Quorum Count: 20 of 25 Voting Members
- 38

Mark Ahrendsen, TCC Chair, called the meeting to order at 9:10 a.m. The Alternate Voting

Members were identified and indicated above.

PRELIMINARIES:

42 **Ethics Reminder**

43 In accordance with the State Governmental Ethics Act, it is the duty of every Board member
44 to avoid conflicts of interest. Does any Board member have any known conflict of interest with
45 respect to any matters coming before the Board today? If so, please identify the conflict and refrain
46 from any participation in the particular matter involved. There were none.

47 **Public Comments**

48 There were no comments from the public.

49 **CONSENT AGENDA:**

50 **Approval of March 26, 2014 TCC Meeting Minutes (Attachment 4)**

51 **Approval of April 23, 2014 TCC Meeting Minutes (Attachment 5)**

52 A motion was made by John Hodges-Copple to approve the minutes and seconded by
53 Margaret Hauth. The motion carried unanimously.

54 **ACTION ITEMS:**

55 **Prioritization 3.0 (Attachments 6, 6A, 6B)**

56 Ellen Beckmann provided an update on Prioritization 3.0 along with attachments. Ellen
57 Beckmann stated the recommendation for today is for the TCC to recommend what to release for
58 public comment. The TAC will release the information for public comment on June 11, 2014. Ellen
59 Beckmann confirmed the June 18, 2014 TCC Meeting and notified the committee of the June 25,
60 2014 TAC Public Hearing at 7:00 p.m. The TCC will make a recommendation on the final local input
61 points on July 23, 2014 and the TAC will approve the recommendation on August 13, 2014. The due
62 date for submitting the points is August 29, 2014. Ellen Beckmann referred to attachment 6A and 6B
63 and provided an explanation on how the points were scored.

64

65

66 A motion was made by John Hodges-Copple to recommend to the TAC to release the points
 67 for public comment, and seconded by Andy Henry. The motion carried unanimously.

68 Bret Martin thanked Ellen Beckmann for doing a good job for putting all information
 69 together.

70 **STP-DA and Transportation Alternative Program (TAP) (Attachment 7, 7A, 7B)**

71 Ellen Beckmann provided an update on the STP-DA and Transportation Alternative Program
 72 (TAP) along with attachments. Ellen Beckmann stated the policy was adopted in January 2014;
 73 however when the UPWP was adopted the money that was allocated for planning was a lot higher
 74 than the amount that was used as a place holder; which affected the money that was available for
 75 other projects. The subcommittee has been working on addressing this issue and has come up with
 76 the distribution policy recommendation in attachment 7B. The recommendation for today is to
 77 recommend to the TAC approval of the changes to the STP-DA and TAP policy and STP- DA funding
 78 for the FY 2015-2016 projects. Once the policy is adopted the projects can be programmed within
 79 the funding limits and adopting the TIP Amendment.

80 David Bonk disagreed with the statement made by Ellen Beckmann about the subcommittee
 81 agreeing to pursue the second option and stated further discussion about how best to reflect need in
 82 the transit formula requires further discussion. Ellen Beckmann explained the transit portion of both
 83 options.

84 A motion was made by Felix Nwoko to recommend option two with the 33%, 33%, 34% split,
 85 and seconded by Scott Whiteman. David Bonk stated he would support the motion; however, he is
 86 requesting to submit both options to the TAC. The motion carried unanimously.

87 Ellen Beckmann requested everyone to confirm funding by June 11, 2014.

88 **Job Access/Reverse Commute (JARC) Grant FY13 Program of Projects Approval (Attachment 8)**

89 Meg Scully provided and update on the Job Access/Reverse Commute (JARC) Grant FY13
90 Program of Projects Approval along with an attachment. Meg Scully requested the local match
91 funding for Brier Creek be included in programming for projects.

92 A motion was made by Felix Nwoko to recommend approval of the FY13 JARC Funding for
93 the DATA project, and seconded by Scott Whiteman. The motion carried unanimously.

94 **Job Access/Reverse Commute (JARC) Grant FY14 Program of Projects Approval (Attachment 8.5,**
95 **8.5A)**

96 Meg Scully provided and update on the Job Access/Reverse Commute (JARC) Grant FY14
97 Program of Projects Approval along with attachments. Meg Scully stated the recommendation for
98 today is for the TCC to recommend to the TAC approval of funding for the Job Access/Reverse
99 Commute (JARC) Grant FY14 program of Projects.

100 A motion was made by Jeff Brubaker to recommend approval to the TAC, and seconded by
101 Laura Woods. The motion carried unanimously.

102 **Section 5310 Grant Management Program Management Plan (PMP) and Schedule (Attachment 9,**
103 **9A, 9B)**

104 Meg Scully provided an introduction on the Section 5310 Grant Management (PMP) and the
105 schedule along with attachments. Meg Scully stated the recommendation is for the TCC to
106 recommend the TAC approve the Section 5310 Grant Management PMP and schedule.

107 A motion was made by Bret Martin to recommend approval to the TAC for Section 5310
108 Grant Management PMP and schedule, and seconded by Scott Whiteman. The motion carried
109 unanimously.

110 **REPORTS FROM STAFF:**

111 **Reports from Staff (Attachment 10)**

112 Reports from staff are attached.

113 **Report from the Chair**

114 There was nothing to report from the Chair.

115 **NCDOT Reports (Attachment 11)**

116 Ed Lewis, Division 7, advised the committee about the workshop scheduled for June 2, 2014
117 in Butner at Town Hall.

118 Mark Ahrendsen requested an update on the status of the various feasibility studies that are
119 in progress at the meeting. David Bonk suggested asking Krista Green to speak at a future TCC
120 Meeting.

121 **INFORMATIONAL ITEMS:**

122 There were no informational items.

123 **Adjournment**

124 There being no further business before the Technical Coordinating Committee, the meeting
125 was adjourned at 11:00 a.m.

<p style="text-align: center;">DCHC MPO</p> <p style="text-align: center;">FY2014-2015 UPWP AMENDMENT SCHEDULE</p>						
Amendment	Funding Type	Deadline for submission to MPO	TCC Action Date	TAC Action Date	Submittal Date to NCDOT	Submittal to NCDOT-PTD and/or FTA
FY15 - AM#1	PL/STP-DA/5303/5307	5-Nov-14	19-Nov-14	10-Dec-14	12-Dec-14	12-Dec-14
In January, MPO will send a reminder to all sub-recipients regarding final PL/STP-DA amendment deadline.						
FY15 - AM#	PL/STP-DA/5303/5307	11-Feb-15	25-Feb-15	11-Mar-15	13-Mar-15	13-Mar-15
FY15 - AM#	5303/5307	8-Mar-15	22-Apr-15	13-May-15	15-May-15	15-May-15
FY15 - AM#	5307 (reallocation only)	10-Jun-15	24-Jun-15	8-Jul-15	~~	10-Jul-15
FY15 - AM#	5303 (reallocation only)	8-Jul-15	22-Jul-15	12-Aug-15	~~	14-Aug-15

DCHC MPO Grant Reporting Due Dates for FY15				
Grant Type	Report	Period of Performance & Due Dates		
PL/STPDA	UPWP Invoice	FY15 Q1	July 1, 2014 - September 30, 2014	10/15/2014
PL/STPDA	UPWP Invoice	FY15 Q2	October 1, 2014 - December 31, 2014	1/15/2015
PL/STPDA	UPWP Invoice	FY15 Q3	January 1, 2015 - March 31, 2015	4/15/2015
PL/STPDA	UPWP Invoice	FY15 Q4	April 1, 2015 - June 30, 2015	7/9/2015*
Section 5307	Oversight Report	FY15 Q1	July 1, 2014 - September 30, 2014	11/15/2014
Section 5307	Oversight Report	FY15 Q2	October 1, 2014 - December 31, 2014	2/15/2015
Section 5307	Oversight Report	FY15 Q3	January 1, 2015 - March 31, 2015	5/15/2015
Section 5307	Oversight Report	FY15 Q4	April 1, 2015 - June 30, 2015	8/15/2015
Section 5303	State Quarterly Report	FY15 Q1	July 1, 2014 - September 30, 2014	10/15/2014
Section 5303	State Quarterly Report	FY15 Q2	October 1, 2014 - December 31, 2014	1/15/2015
Section 5303	State Quarterly Report	FY15 Q3	January 1, 2015 - March 31, 2015	4/15/2015
Section 5303	State Quarterly Report	FY15 Q4	April 1, 2015 - June 30, 2015	7/15/2015
JARC/New Freedom/5310	Quarterly Grantee Reports	FY15 Q1	July 1, 2014 - September 30, 2014	10/31/2014
JARC/New Freedom/5310	Quarterly Grantee Reports	FY15 Q2	October 1, 2014 - December 31, 2014	1/31/2015
JARC/New Freedom/5310	Quarterly Grantee Reports	FY15 Q3	January 1, 2015 - March 31, 2015	4/30/2015
JARC/New Freedom/5310	Quarterly Grantee Reports	FY15 Q4	April 1, 2015 - June 30, 2015	7/31/2015
* shorter due to year end close out				

**RESOLUTION TO REQUEST THE TRANSFER OF
FFY 2014 SURFACE TRANSPORTATION PROGRAM – DIRECT ATTRIBUTABLE
(STPDA) FUNDS FROM FHWA TO FTA
FOR THE DURHAM-CHAPEL HILL-CARRBORO URBAN AREA**

September 10, 2014

A motion was made by Board Member _____ and seconded by Board Member _____ for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

WHEREAS, Surface Transportation Program – Direct Attributable (STPDA) funds are provided to the DCHC MPO for transportation projects and planning activities; and

WHEREAS, the DCHC MPO approved FFY 2014 STP-DA funds for TA-4923 (Durham Area Transit Authority – Replacement Buses) and TA-5019 (Durham Area Transit Authority – Replacement Vans);

WHEREAS, the Federal Transit Administration (FTA) administers most transit projects through the FTA’s Urbanized Area Formula Grant Program; and

WHEREAS, in order for local governments to receive STPDA funds for transit projects, the Federal Highway Administration (FHWA) must transfer the funds to the FTA; then

BE IT THEREFORE RESOLVED that the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board hereby requests that the Federal Highway Administration transfer the Surface Transportation Program Direct Attributable (STPDA) funds for FFY 2014 to the Federal Transit Administration for projects TA-4923 (Durham Area Transit Authority – Replacement Buses) and TA-5019 (Durham Area Transit Authority – Replacement Vans) as described on the attached table as soon as it is authorized to do so provided here on this, the 10th day of September, 2014.

MPO Board Chair

STATE of: North Carolina
COUNTY of: _____

I, _____, a Notary Public of Durham County, North Carolina do hereby certify that Ellen Reckhow appeared before me on the 10th day of September 2014, to affix her signature to the foregoing document.

(Seal) _____
Notary Public
My commission expires _____

Table: FFY 2014 STPDA funds to be transferred from FHWA to FTA.

TIP#	Project Description:	FFY 14 (federal funds)	Funding Source
TA-4923	9 Replacement Buses	\$ 3,218,400	STPDA
TA-5019	7 Replacement Vans	\$ 266,000	STPDA

FTA project number for DATA flexed funds is NC-95-X074.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 15-08-103

CITY OF DURHAM

WBS ELEMENT: 36230.10.13.6

On behalf of

**Durham-Chapel Hill-Carrboro Metropolitan
Planning Organization**

AGREEMENT:

THIS AGREEMENT made this the ____ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF DURHAM**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **Durham-Chapel Hill-Carrboro Metropolitan Planning Organization**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **Durham-Chapel Hill-Carrboro Metropolitan Planning Organization**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **Durham-Chapel Hill-Carrboro Metropolitan Planning Organization**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by locals needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to at the "3-C" process); and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-

LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

a. **Scope of Project.** **The City of Durham, operating as the Durham-Chapel-Hill-Carrboro Metropolitan Planning Organization (DCHC), will prepare and monitor transit fiscal programs, conduct ridership surveys, update transit maps and provide socioeconomic projections and other data for development of the transit portion of the 2040 Long-Range Transportation Plan.** The Contractor shall undertake and complete the public transportation planning work described in such respective section of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008 at http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf
- (2) FTA Master Agreement, dated October 1, 2013, Document Number FTA MA (20), at www.fta.dot.gov/documents/20-Master.pdf;
- (3) The Section 5303 grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. **Cost of Project.** The total cost of the Project approved by the Department is **THREE HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$376,380)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

(1) **Federal Share.** The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **THREE HUNDRED ONE THOUSAND ONE HUNDRED FOUR DOLLARS (\$301,104)**.

(2) **State Share.** The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **THIRTY-SEVEN THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS (\$37,638)**. The Department does not

provide matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

c. Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2014 TO JUNE 30, 2015**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of Federal, State, and Local Laws, Regulations, and Directives.

To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and

Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor, the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA and the Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(a) Required Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.

(b) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal/State Government has no obligations or liabilities to any such entity, including any subrecipient, lessee or third party contractor at any tier.

j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify FTA and the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. The Contractor also agrees to inform FTA and the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum. At a minimum, the Contractor agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose region the Contractor implements the Project.

k. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 3. Insurance & Real Property

a. The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition, other insurance requirements may apply, the Contractor agrees as follows:

(1). Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

(2). Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

b. Recording Title to Real Property To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the

prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

c. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

d. Disposal of Real Property.

- (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
- (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 4. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (a) have a contract with a governmental agency; or
 - (b) have performed under such a contract within the past year; or
 - (c) anticipate bidding on such a contract in the future.
- State Executive Order 24 and G.S. Sec. 133-32.

(2) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(3) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

- a) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

- b) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

- c) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 5. Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Payment and Reimbursement. The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined

may result in non-payment and/or termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 6. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made in conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;

(6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(7) Satisfactorily documented; and

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 7. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to

be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 8. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4g of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 9. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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.

d. E-Verify Compliance. The contractor agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its sub-contractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. The words contractors, subcontractors pertaining to E-Verify compliance shall have the meaning intended by N.C. Gen. Stat. 160A-20.1.

e. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the

performance of this contract. The Contractor shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal.

The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

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

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent

amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

h. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 10. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 11. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 12. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the

requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note, which among other things prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services, unless the Federal Government determines otherwise in writing.

f. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

g. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

h. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

i. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

j. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

k. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

l. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one

source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsection 11I. of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be used;

(c) Generally used when conditions are not appropriate for use of sealed bids;

(d) Requests for proposals will be publicized;

(e) All evaluation factors will be identified along with their relative importance;

(f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

m. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

n. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

o. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

(1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and

(2) Express the said amount as a percentage of the total costs of the planned acquisition.

p. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

q. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 13. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 14. Patent Rights. If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 15. Rights in Data and Copyrights.

a. Data. The term "subject data," as used in this Section 14 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples 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. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/subcontractors purchase ownership with funds awarded for this Project.

c. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and 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 the 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 Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 16. Employee Protections.

a. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and

with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

b. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

Section 17. Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations,

"Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 18. Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or

modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 19. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 20. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 21. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 22. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 23. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for

amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 24. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 25. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 26. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 27. Termination of Agreement.

a. **The Department of Transportation.** In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. **The Contractor.** The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 28. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4674 Fax: 919-733-2304 Email: CCWRIGHT@NCDOT.GOV	Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Title: Agency: Postal Address: City/Zip: Phone: Fax: Email:	Name: Title: Agency: Street Address: City:

Section 29. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 30. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 31. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, and Section 18 of this Agreement.

Section 32. Safe Operation of Motor Vehicles.

- a. **Seat Belt Use.** In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the

Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.

Section 33. Distracted Driving includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision

Section 34. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government

Section 35. Ethics Acknowledgement Policy on Gifts.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF DURHAM
on behalf of Durham-Chapel Hill-Carrboro
Metropolitan Planning Organization

CONTRACTOR'S FEDERAL TAX ID NUMBER:

CONTRACTOR'S FISCAL YEAR END:

BY:

TITLE:

CITY MANAGER

(SEAL)

ATTEST:

TITLE:

DEPARTMENT OF TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR TRANSIT

ATTEST:

TITLE:

SECRETARY

Attachment

Certification Regarding Lobbying (for bids and/or awards)

The Contractor certifies, to the best of his or her 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 Contractor 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 subrecipients 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.

Contractor's Authorized Representative: _____

Title: _____

BYLAWS

DURHAM – CHAPEL HILL – CARRBORO METROPOLITAN PLANNING ORGANIZATION TECHNICAL COMMITTEE

ARTICLE I – NAME

The name of this organization shall be the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Technical Committee, hereinafter referred to as the “TC”.

ARTICLE II – PURPOSE

The purpose and goals of this committee shall be:

1. To provide general review, guidance and coordination of the continuing, cooperative, comprehensive multi-modal transportation process in the Durham-Chapel Hill-Carrboro Urban Area.
2. To prepare and make recommendations to local, state and federal governmental agencies, and the MPO Board regarding any necessary actions relating to the continuing transportation planning process.
3. To develop, review, and make recommendations for approval and changes to the Prospectus, Unified Planning Work Program (UPWP), Transportation Improvement Program (TIP), National Highway System (NHS), Functional Classification (FC), Metropolitan Planning Area boundary (MPA), Metropolitan Transportation Plan (MTP), and Comprehensive Transportation Plan (CTP), and planning citizen participation, and documenting reports of various transportation studies.
4. To facilitate coordination and communication between policy boards and agencies represented on the MPO Board and TC.
5. To facilitate coordination of multi-modal transportation planning with other planning efforts such as those concerning land use, public utilities and maintenance of air quality.

ARTICLE III – MEMBERS

Section 1 – Number and Qualifications:

As specified in the Memorandum of Understanding dated March 12, 2014, the Technical Committee shall include as voting members:

A.	The City of Durham	(5 representatives)
B.	The Town of Chapel Hill	(3 representatives)
C.	The Town of Carrboro	(2 representatives)
D.	The Town of Hillsborough	(1 representative)
E.	Durham County	(3 representatives)
F.	Orange County	(3 representatives)
G.	Chatham County	(1 representative)
H.	N. C. Department of Transportation	(5 representatives)
I.	Triangle “J” Council of Governments	(1 representative)
J.	Duke University	(1 representative)
K.	N. C. Central University	(1 representative)
L.	The University of North Carolina	(1 representative)
M.	The Raleigh-Durham Airport Authority	(1 representative)
N.	The Triangle Transit	(1 representative)
O.	The Research Triangle Park Foundation	(1 representative)
P.	The N.C. Department of the Environment and Natural Resources	(1 representative)
	TOTAL	31 representatives

The City of Durham’s membership shall not include members of the Lead Planning Agency staff.

In addition to voting members, the following agencies shall have one (1) non-voting representative:

- a. The Federal Highway Administration
- b. The Federal Transit Administration
- c. The U.S. Army Corps of Engineers

- d. The U.S. Environmental Protection Agency
- e. The U.S. Fish and Wildlife Service
- f. The N.C. Department of Cultural Resources
- g. The N.C. Department of Commerce
- h. The U.S. Department of Housing and Urban Development
- i. The N.C. Railroad Company
- j. The N.C. Trucking Association
- k. The N.C. Motorcoach Association
- l. Regional Transportation Alliance

Comment [BE1]: Updated to match MOU

Representatives and alternates will be designated by the chief executive officer of each represented agency. Designations will be made in writing and submitted to the Lead Planning Agency.

ARTICLE IV – OFFICERS

Section 1 – Officers Defined:

The TC shall, upon majority vote of its present and eligible voting members, appoint one voting member of the Committee to act as Chair and one voting member to act as Vice-Chair.

Section 2 – Elections:

The Chair and Vice Chair shall be elected annually at the first regularly scheduled meeting of the calendar year. The newly elected Chair and Vice-Chair shall take office immediately upon being elected.

Section 3 – Terms of Office:

The term of office shall be one year. Officers may serve ~~successive~~ up to two consecutive terms. Each officer shall hold office until his/her successor has been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal from the Committee by his/her chief executive officer.

Section 4 – Rotation of Officers:

The Chair shall rotate among the jurisdictions represented in Durham County, Orange County, and Chatham County so that successive chairs come from different counties (for example, if the Chair is from the City of Durham or Durham County, the next Chair shall be from Carrboro, Chapel Hill, Hillsborough, Orange County, or Chatham County). The Vice-Chair shall be from a jurisdiction located in either of the two other counties (i.e., both officers shall not be from that same county).

Comment [BE2]: New section of the Technical Committee bylaws

Section 5 – Duties of Officers:

The Chair shall call and preside at meetings and appoint committees. The Chair shall appoint a clerk who will provide or otherwise delegate staff service for the TC, as needed, and will be responsible for taking summary minutes of the Committee's proceedings. The Clerk will maintain a current copy of these Bylaws as an addendum to the Memorandum of Understanding, to be distributed to the public upon request.

In absence of the Chair, the Vice-Chair shall preside and complete all other duties of the Chair.

ARTICLE V – MEETINGS

Section 1 – Regular Meetings:

Meetings will be held on a regular meeting schedule approved by the Committee. Meeting notices and agendas are to be distributed in sufficient time for them to have been received by each committee member no later than three business days prior to the meeting. Unless otherwise stated, all meetings will begin at 9:00 A.M. Regular meetings may be canceled by the Chair should there be insufficient business on the Committee's tentative agenda.

Section 2 – Special Meetings:

Special meetings may be called by the Chair or at the request of the majority of the eligible voting members. At least seven (7) days notice shall be given.

Section 3 – Quorums:

A quorum shall be constituted by the presence of at least fifty percent (50%) of the eligible voting members. Members who are present but are not eligible to vote shall not be counted towards the quorum.

Section 4 – Attendance:

Each member shall be expected to attend each regular meeting and each special meeting provided at least seven (7) days notice is provided.

A member may appoint an alternate to serve in his/her absence provided that: (1) the member informs the Clerk of the Committee prior to the meeting which the alternate will attend; and (2) the alternate is previously approved by the chief executive officer of the agency represented. This notification shall authorize the alternate to act as a present and eligible voting member in the member's absence.

Voting members absent from three (3) consecutive meetings will be considered ineligible to vote as of the third meeting. A member's voting privileges will be restored at the second consecutive meeting that the member attends.

Section 5 – Agenda:

The agenda is a list of considerations for discussion at a meeting. Items on the agenda originate as a carryover from previous TC meetings, or are placed on the agenda prior to its distribution by any member of the TC, by request from any jurisdiction party to the Memorandum of

Understanding, or by the request of a member of the MPO Board. Additional items may be placed on the regular agenda following discussion of the last item on the regular agenda, as long as a majority concurrence of the present and eligible voting members is received. Items may be placed on the agenda by citizens with majority concurrence of the eligible voting committee members present at any meeting.

Section 6 – Voting Procedures:

The Chair and any member may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. Each voting member of the TC shall have one vote. A majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the Committee. The Chair is permitted to vote, however, non-voting members and unauthorized alternates are not permitted to vote. In the absence of any direction from these Bylaws, *Robert's Rules of Order* will designate procedures governing voting.

ARTICLE VI – AMENDMENTS TO BYLAWS

Amendments to these Bylaws of the TC shall require the affirmative vote of at least two-thirds of the TC's eligible voting members, provided that written notice of the proposed amendment has been received by each member at least seven (7) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the letter or fundamental intent of the Memorandum of Understanding governing this document. In the event of any conflict, the Memorandum of Understanding shall carry precedence over these Bylaws.

Approved by the Technical Committee on _____

MEMORANDUM

TO: DCHC MPO Board

FROM: Meg Scully, Lead Planning Agency Staff

DATE: August 27, 2014

RE: Enhanced Mobility for Seniors and Individuals with Disabilities (5310 Grant) Recommendations for the 2014 Call for Projects

Background

On October 1, 2012 the Moving Ahead for Progress in the 21st Century (MAP-21) was passed into law as the new federal transportation funding legislation. MAP-21 replaced the former law known as SAFETEA-LU, ending both the New Freedom (Section 5317 grant) and the Elderly Individuals and Individuals with Disabilities (Section 5310 grant) as distinct programs. Under Map-21, the new section 5310 consolidates activities previously funded by the New Freedom grant and the SAFETEA-LU 5310 grant.

The 5310 grant program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Coordinated Plan

As required by the Federal Transit Administration (FTA), the DCHC MPO created a Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP) to guide the selection and funding of New Freedom projects. The TAC approved the original plan in March 2007. An updated CPT-HSTP was approved by the TAC in January 2014 and references the new 5310 grant. All transportation projects receiving funding under Section 5310 must “be included in the local coordinated human service-public transportation plan.” The 2013 CPT-HSTP Update is the policy document used to develop and evaluate project proposals for 5310 funds.

2014 Call for Projects – Funds Availability

The DCHC MPO has received appropriations for FY 2013 and FY 2014. The project selection process will occur every two years, as long as 5310 grant funds are available. The amount of funding available for this call is **\$475,190**.

FTA regulations require that at least 55% of 5310 funds be used for Traditional capital Projects and no more than 45% of funds for Non-traditional operating projects. The recommended Program of Projects (POP) allocates 71% of the funding available to Traditional projects.

Traditional Projects - 80% Federal, 20% Local Share

Non-traditional Projects – 50% Federal, 50% Local Share

DRAFT 8.19.14

Committee Recommendations

The LPA staff reviewed and scored the grant applications. The TCC Transit Subcommittee met on August 20, 2014 to review LPA scoring and make a recommendation for the TCC to review.

Recommendations for 5310 funding:

1. CHT – EZ Rider Senior Shuttle - \$108,000 Federal Funds (Non-Traditional Operating)
 - Chapel Hill Transit (CHT) will provide feeder service to the elderly and disabled population in the Chapel Hill/Carrboro area with the CHT EZ Rider Senior Shuttle service.
2. DATA ACCESS – Reservation, Scheduling, & Mobility Services - \$108,800 Federal Funds (Traditional Capital)
 - The project will upgrade and enhance the telephone system and provide mobility management services for DATA ACCESS Paratransit and Durham County ACCESS.
3. Orange County Dept. on Aging – STEAMM Project - \$130,000 Federal Funds (Traditional Capital)
 - The Orange County Senior Transportation Expansion, Assessment, and Mobility Manager (STEAMM) project will support an aging-related mobility manager, develop a volunteer driver program, and purchase service to increase transportation to two county senior centers.
4. Durham County Access – OnBoard ACCESS - \$100,000 Federal Funds (Traditional Capital)
 - The OnBoard Access Program will provide demand-response service to residents of Durham County to destinations for medical/health purposes, work related, education, nutrition, and personal needs.
5. City of Durham –6% for administration of the program - \$28,390 Federal Funds

TC Action: Review the Program of Projects recommended. Recommend that the MPO Board approve the 2014 FTA Section 5310 Grant Program of Projects.

Board Action: Approve the 2014 FTA Section 5310 Grant Program of Projects.

2014 Program of Projects (Proposed) - Section 5310 Grant

Program of Projects: Section 5310 FTA Grant Program

FTA/TEAM Project ID: NC-XXX-XXX

MPO Approval Date	Subrecipient / Type of Agency	Project Name	Description of the Service / Location of Service	Project Type	Total Cost	Local Share	Federal Share	% Federal	Point of Contact
Total Cost Non-Traditional Project: \$108,000 (22.9% of Apportioned Federal Share)									
09/10/14	Chapel Hill Transit Public Transit	EZ Rider Senior Shuttle	Chapel Hill Transit (CHT) will provide feeder service to the elderly and disabled population in the Chapel Hill/Carrboro area with the CHT EZ Rider Senior Shuttle service. The shuttle makes scheduled stops to primary destinations, is wheelchair accessible, and provides curb-to-curb service. Location: Orange County	Operating	\$ 216,000	108,000	\$108,000	50%	Brian Litchfield 919-969-4908 6900 Millhouse Rd, Chapel Hill, NC 27516
Total Cost Traditional Projects: \$338,800 (71.3% of Apportioned Federal Share)									
09/10/14	Durham Area Transit Authority Public Transit	DATA ACCESS Reservation, Scheduling System, & Mobility Services	The project will upgrade and enhance the telephone system and provide mobility management services for DATA ACCESS Paratransit and Durham County ACCESS Paratransit. The project will increase customer service and user functionality, while reducing wait times for telephone queues. Location: Durham County	Capital	\$ 136,000	\$27,200	\$108,800	80%	Pierre Osei-Owusu, 919-560-1535, 101 City Hall Plaza, Durham NC, 27701
09/10/14	Durham County Access Public ParaTransit	ONBOARD Access	The ONBOARD Access Program will purchase demand-response service for residents of Durham County to destinations for medical/health purposes, work related, education, nutrition, and personal needs. Location: Durham County	Capital	\$ 125,000	\$25,000	\$100,000	80%	Linda Thomas-Wallace, 919-560-8757, 721 Foster St, Durham, NC 27701
09/10/14	Orange County Dept. on Aging Local Government Agency	Orange County STEAMM	The Orange County Senior Transportation Expansion, Assessment, and Mobility Manager (STEAMM) project will support an aging-related mobility manager, develop a volunteer driver program, and purchase service to increase transportation to two county senior centers. Location: Orange County	Capital	\$ 162,500	\$32,500	\$130,000	80%	Mary Fraser, 919-245-4275, 2551 Homestead Rd., Chapel Hill, NC 27516
09/10/14	DURHAM MPO Government	DCHC MPO-wide Admin.	Administration of the 5310 program Location: Orange, Durham, & Chatham Counties	Admin.	\$ 28,390	N/A	\$28,390	100%	Meg Scully, 919-560-36409, 101 City Hall Plaza, Durham, NC, 27701

Totals:	\$ 667,890	\$192,700	\$ 475,190
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**RESOLUTION TO MODIFY THE 2012-2018 TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING AREA**

**AMENDMENT #19
September 10, 2014**

A motion was made by MPO Board Member _____ and seconded by MPO Board Member _____ for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

WHEREAS, the Metropolitan Transportation Improvement Program (MTIP) is a staged multiple year listing of all federally funded transportation projects scheduled for implementation within the Durham-Chapel Hill-Carrboro Metropolitan Planning Area which have been selected from a priority list of projects; and

WHEREAS, the document provides the mechanism for official endorsement of the program of projects by the MPO Board; and

WHEREAS, the inclusion of the TIP in the transportation planning process was first mandated by regulations issued jointly by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) and no project within the planning area will be approved for funding by these federal agencies unless it appears in the officially adopted TIP; and

WHEREAS, the procedures for developing the MTIP have been modified in accordance with certain provisions of the MAP-21 Federal Transportation Act and guidance provided by the State; and

WHEREAS, projects listed in the MTIP are also included in the State TIP (STIP) and balanced against anticipated revenues as identified in the STIP; and

WHEREAS, the North Carolina Department of Transportation and the MPO Board have determined it to be in the best interest of the Urban Area to amend the FY 2012-2018 Metropolitan Transportation Improvement Program as described in the attached sheets; and

WHEREAS, there has been no change in the MTIP project schedule or project design concept and scope with regard to the air quality conformity finding made by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Transportation Advisory Committee on May 8, 2013; and

WHEREAS, the DCHC MPO certifies that this MTIP amendment is consistent with the intent of the DCHC MPO 2040 Metropolitan Transportation Plan (MTP); and

BE IT THEREFORE RESOLVED that the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board hereby amends the FY 2012-2018 Metropolitan Transportation Improvement Program of the Durham-Chapel Hill-Carrboro Urban Area, as approved by the TAC on September 14, 2011, and as described in the “Attachments to Resolution for Amendment #19 to DCHC 2012-2018 MTIP” provided here on this, the 10th day of September, 2014.

Ellen Reckhow, MPO Board Chair

Durham County, North Carolina

I certify that Ellen Reckhow personally appeared before me this day acknowledging to me that she signed the forgoing document.

Date: September 10, 2014

Frederick Brian Rhodes, Notary Public
My commission expires: May 10, 2015

Attachment to Resolution for Amendment #19 to DCHC 2012-2018 MTIP

Amendments

Additions

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TQ-5104	Chapel Hill Transit	EZ Rider Senior Shuttle	5310 local		\$ 108,000 \$ 108,000			

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TQ-3000	DATA	Reservation, Scheduling System and Mobility Services	5310 local		\$ 108,800 \$ 27,200			

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TQ-3001	Durham Cnty Access	ONBOARD Access - Purchase of Demand Response Service	5310 local		\$ 100,000 \$ 25,000			

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TQ-3002	Orange Cnty Dept on Aging	Senior Transportation Expansion, Assessment and Mobility Manager including purchase of service	5310 local		\$ 130,000 \$ 32,500			

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TQ-7002	DCHC MPO	Administration of 5310 program	5310 local		\$ 28,390			

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TO-5202	DATA	5307 Operating Assistance	FUZ 5307 local	\$261,586 \$261,587				

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TG-4958	DATA	Passenger Ammenities	FUZ 5307 local	\$216,802 \$54,201				

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TO-5203	DATA	Paratransit Operating (Capital)	FUZ 5307 local	\$398,742 \$99,686				

Modifications

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TP-5109	DATA	Planning	FUZ 5307 local	\$275,430 \$68,858				

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TG-4738A	DATA	Preventive Maintenance	FUZ 5307 local	\$2,834,858 \$708,715				

MEMORANDUM

To: DCHC MPO Technical Committee

From: DCHC MPO Lead Planning Agency

Date: August 27, 2014

Subject: **STP-DA and Transportation Alternatives Program – FY 2012-2018 TIP Amendment #20**

Background

Surface Transportation Program – Direct Attributable (STP-DA) and Transportation Alternatives Program (TAP) funds are directly allocated to the DCHC MPO annually based on the population of the urbanized area. The DCHC MPO receives approximately \$4.3 million annually in STP-DA and \$351,000 annually in TAP.

STP-DA can be used for many different planning, highway, transit, or bicycle/pedestrian projects. TAP is a new funding source included in the MAP-21 federal transportation legislation. Transportation Management Areas, such as the DCHC MPO, receive a direct allocation of TAP annually based on the population of the urbanized area. NCDOT also receives TAP funding. Federal legislation requires that TAP projects be selected through a competitive process, and State DOTs are not eligible recipients of TAP funding. TAP can only be used for “transportation alternatives” including bicycle and pedestrian facilities, trails, scenic areas, community improvement activities, environmental mitigation, and safe routes to school programs. NCDOT plans to program much of its TAP funding through the Prioritization 3.0 process.

On August 13, 2014, the MPO Board adopted revisions to the MPO’s policy for programming STP-DA and TAP funds. By adopting this policy, the MPO set budgets for project types and jurisdictions for FY 2015-2016. MPO staff requested that each local government provide a list of projects to program these funds. In addition, the MPO staff has conducted the competitive process for the selection of TAP projects and identified which projects can be funded.

In addition, as we are nearing the end of the federal fiscal year 2014, MPO staff has also requested that local jurisdictions provide a status report on their FY 2014 projects. Several projects are behind schedule and have been requested to be moved to FY 2015.

Several jurisdictions did not respond to the MPO’s requests or requested additional time to determine project schedule and/or costs. The TIP Amendment only includes the projects that have been confirmed by local jurisdictions.

In addition TIP Amendment #20 includes several amendments and modifications necessary to match recent STIP amendments.

FY 2014 STPDA Projects

On March 12, 2014, the MPO Board approved a TIP Amendment to program several FY 2014 STPDA projects. Funding that was not expected to be used in FY 2014 was rolled into the FY 2015-2016 Call for Projects. Since then, several of these projects have been identified as behind schedule. The table displays the current status of projects and identified which projects are in TIP Amendment #20. Durham, Chapel Hill, and NCDOT have either not responded or have requested additional time to determine project costs and schedules for several projects.

FY 2015 and 2016 STPDA and TAP Projects

The MPO Board adopted a policy for programming STP-DA and TAP funding in FY 2015 and 2016 at the August 2014 meeting. This included a policy for the required competitive process to select projects for TAP funding. The TAP funding is included in the "Regional Bicycle and Pedestrian" project category. The TAP portion of the policy was unchanged from the policy adopted in January 2014.

In spring 2014, LPA staff sent a request for which projects are requested to be considered for the TAP competitive process. Local jurisdictions responded with their project requests and LPA staff applied the competitive selection criteria. Per the required competitive process, the highest scoring project is Carrboro's Morgan Creek Greenway, then the Chapel Hill portion of the Old Durham-Chapel Hill Road project, then Durham's Morreene Road Bicycle/Pedestrian project. The TC reviewed this and developed a recommendation for funding. It appears that there will be adequate (or nearly adequate) funding for the Morgan Creek Greenway and the Chapel Hill portion of the Old Durham-Chapel Hill Road project. NCDOT requested additional time to confirm the schedule and cost for the Old Durham-Chapel Hill Road project. LPA staff recommends programming the Morgan Creek Greenway in TIP Amendment #20. LPA staff intends to recommend fully programming the Old Durham-Chapel Hill Road project once the schedule and cost is confirmed. Due to the MPO's high unobligated balance and delays on other projects, LPA staff recommends fully funding both projects even if it requires over-programming this category.

In July/August, LPA staff sent the resulting STPDA funding to member jurisdictions and requested lists of which projects should be funded from the Transit and Local Discretionary categories. Chapel Hill, Chapel Hill Transit, and DATA have not responded and their previously identified projects put them all over budget based on the adopted policy. LPA staff recommends programming the project requests confirmed by Triangle Transit, Orange Public Transit, Durham, Carrboro, Hillsborough, and Orange County in TIP Amendment #20.

The City of Durham has requested additional time to consider project schedules and costs for several of its projects, and Chatham County has also requested additional time to consider its funding. In addition, some of the requested changes require a corresponding UPWP amendment before being programmed in the TIP. The first UPWP amendment will be processed in November and adopted in December. When the FY 2015 UPWP was adopted, a corresponding TIP amendment was also adopted so some of the FY 2015 funding under U-4727 has already been programmed in the TIP.

LPA staff anticipates that the remainder of the FY 2015-2016 STPDA and TAP funding will be programmed through additional TIP amendments in the coming months.

FY 12-18 TIP Amendment #20 – Recent STIP Amendments/Modifications

TIP Amendment #20 also includes several amendments/modifications necessary to match the STIP. This includes:

- W-5601: Statewide project for safety improvements – add funding
- ER-5600: Statewide project for vegetation management – add funding
- Five projects that have been identified as potential Statewide category projects in the STI process added for planning and environmental study to expedite the delivery of the projects
 - I-5702: I-40 managed lanes (feasibility study underway)
 - I-5705: I-40/NC 54 interchange improvement
 - I-5707: I-40, NC 55 to NC 147, auxiliary lane
 - I-5717: US 15-501/Garrett Rd. interchange
 - U-5720: US 70/Miami Blvd. interchange
- U-5516: US 501 (Roxboro Rd.)/Latta Rd./Infinity Rd. intersection improvement – delay
- C-5181: Jones Creek Greenway in Carrboro – delay

TC Recommendation

The TC recommends that the MPO Board approve the Resolution to Modify the 2012-2018 Transportation Improvement Program for the Durham-Chapel Hill-Carrboro Metropolitan Planning Area Amendment #20.

Status of STPDA Funding in FY 2014

No changes - will be obligated in 2014 or already moved to 2015

Behind schedule - move funds to 2015 ***In TIP Amendment #20

Behind schedule - uncertain schedule and/or cost or no status provided.

Jurisdiction	TIP No	T-2	Project Description	Federal Funding	Amount Obligated	Project Phase	Org. Year (May 2008)	Ext. Year	Status/Explain Requested Changes
Carrboro	U-4726	DF	Bicycle Loop Detectors	\$ 30,000	\$ 6,000	Construction	2011	2014	Move to 2015. Let ?/2015.
Carrboro	EL-4828		Morgan Creek Greenway – Phase I - Carrboro	\$ 396,636	\$ 99,001	Construction	2007	2014	On 2/27/2014 \$99,001 was obligated for PE. Move remainder to 2015. Let ?/2015.
Carrboro	U-4726	DE	Bolin Creek Greenway - Carrboro (Homestead to Chapel Hill HS Greenway)	\$ 723,184	\$ -	Construction	2008	2014	Move to 2015. Let Spring 2015.
Carrboro	U-4726	DD	Rogers Road- Sidewalk (Homestead to Meadow Run)	\$ 477,600	\$ 28,202	Construction	2010	2014	On 3/13/2014 \$28,202 was obligated for PE. Move remainder to 2015. Let ?/2015.
Chapel Hill	U-4726	Ix	Friday Center Drive Bike Lanes (NC 54 to UNC Park and Ride Lot)	\$ 452,000		Construction	new	2014	Unknown status
Chapel Hill	U-4726	Ix	Tanyard Branch Greenway	\$ 100,000	\$ -	Design	new	2014	Unknown status
Chapel Hill	C-5179		Estes Drive Bike/Ped Facilities	\$ 176,000	\$ -	Design	new	2014	Unknown status
Chapel Hill	U-5543		Variable Message Signs	\$ 75,000		Design	new	2014	Unknown status
Durham	SR-5001	C	Fayetteville Road (Cornwallis to Nelson bicycle lanes and sidewalks)	\$ 200,800	\$ -	Construction	2009	2014	Move to 2015. Let 10/2014
Durham	U-4726	HL	Barbee Road (Orindo to Pearson Elementary) Sidewalk	\$ 15,680	\$ -	Construction	2009	2014	Move to 2015. Let 10/2014
Durham	C-4928		Morreene Road Bike/Ped Facilities	\$ 425,000	\$ -	Design	2010	2014	Will not be obligated in 2014. Durham requests additional time to decide on project schedule.
Durham	U-4724		Cornwallis Road Bike/Ped Facilities	\$ 275,000	\$ -	Design	2010	2014	Will not be obligated in 2014. Durham requests additional time to decide on project schedule.
Durham	U-4726	HK	Hillandale Road Bike/Ped Facilities	\$ 455,000	\$ -	Design	2011	2014	Will not be obligated in 2014. Durham requests additional time to decide on project schedule.
Durham	U-4726	HO	Carpenter Fletcher Road Bike/Ped Facilities	\$ 422,000	\$ -	Design	2010	2014	Will not be obligated in 2014. Durham requests additional time to decide on project schedule.
Durham	U-4726	HM	Avondale Road Bike/Ped Facilities	\$ 412,000	\$ -	Construction	2011	2014	Decrease to \$323,907 federal. Move to 2015. Let 11/2014
Durham	U-71		East End Connector Enhancements	\$ 237,590	\$ -	Construction		2014	Already moved to 2015 in TIP. Let 10/2014.
DATA	TA-4923		9 Replacement Buses	\$ 3,218,400		Capital		2014	Approved in Durham budget in June. Flex initiated. Keep in 2014.
DATA	TA-5019	A	7 Replacement Vans	\$ 266,000		Capital		2014	Approved in Durham budget in June. Flex initiated. Keep in 2014.
NCDOT	EB-4707	B	Old Durham-Chapel Hill Road (Durham)	\$ 2,412,000	\$ 1,320,000	Right-of-Way	2009	2014	On 9/17/2012 \$1,320,000 was obligated for ROW. Underway. Keep remainder in 2014.
NCDOT	EB-4708	B	Old Durham-Chapel Hill Road (Durham)	\$ 3,947,035	\$ -	Construction	2010	2014	NCDOT is confirming the estimated cost. Will move to 2015. Let 2/2015.

Adopted STP-DA/TAP Distribution Policy for FY 2015-2016

FY 15-16 STPDA and TAP	\$ 11,277,231
Total Unobligated Planning STPDA from Pre FY 2014	\$ 770,342
Total STP-DA and TAP	\$ 12,047,573

TJCOG Planning	\$ 110,000
LPA Routine Planning	\$ 1,589,307
LPA Extra Planning	\$ 563,124
Remainder	\$ 9,785,142

Regional Bicycle and Pedestrian	\$ 3,180,171	\$ 1,404,000	TAP
		\$ 1,776,171	STPDA

Transit	\$ 2,446,285	TTA	443,319
		DATA	1,006,586
		CHT	973,331
		OPT	23,049

Local Discretionary	\$ 6,360,342	Durham	4,240,329
		Chapel Hill	1,167,785
		Carrboro	491,652
		Hillsborough	249,310
		Durham County	89,671
		Orange County	86,600
		Chatham County	34,995

Total STPDA Programmed (includes inflation)	\$ 12,845,230
Total TAP Programmed	\$ 1,404,000
Total	\$ 14,249,230

Regional Bicycle and Pedestrian

\$ 3,180,171

Programmed \$ 3,256,000 \$ 75,829 Over/Under

In TIP Amendment #20

Already in TIP. No change.

No status, need more time, or need UPWP amendment.

Rank	Requested for TAP Funds By:	Location/ System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
1	Carrboro	Carrboro	EL-4828	Morgan Creek Greenway - Construction of Phase 2	Construction	TAP	\$ 730,000		Phase 1 and 2 are at 90% plans. Only a few small pieces of R/W needed. Likely ready for Construction in FY 2015.
						Local	\$ 182,500		
2	Chapel Hill	Chapel Hill	EB-4707A	Old Durham-Chapel Hill Road (Pope Road to US 15-501)	Right-of-Way	TAP	\$ 400,000		NCDOT requests additional time to determine schedule and cost.
						Local	\$ 100,000		
					Construction	TAP		\$ 274,000	
						Local		\$ 600,000	

Transit	\$ 2,446,285	Programmed \$ 2,690,469	\$ 244,184	Over/Under	In TIP Amendment #20
					Already in TIP. No change.
					No status, need more time, or need UPWP amendment.

DATA	\$ 1,006,586	Programmed \$ 1,117,550	\$ 110,964	Over/Under
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Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
DATA		Purchase 3 40-foot diesel replacement buses	Capital	STPDA		\$ 1,068,000	No Status Provided
			Capital	Local		\$ 267,000	
DATA		Purchase 1 15-passenger ADA van	Capital	STPDA	\$ 49,550		
			Capital	Local	\$ 12,387		

Chapel Hill Transit	\$ 973,331	Programmed \$ 1,068,000	\$ 94,669	Over/Under
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Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Chapel Hill Transit	TA-4726A	3 Replacement Buses	Capital	STPDA	\$ 1,068,000		No Status Provided
				Local	\$ 267,000		

Triangle Transit	\$ 443,319	Programmed \$ 443,319	\$ 0	Over/Under
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Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Triangle Transit	TA-5154	Replacement Paratransit Vehicles	Capital	STPDA	\$ 215,200		
				Local	\$ 53,800		
Hillsborough/ Triangle Transit	TD-5272	Park-and-Ride	Professional Services	STPDA	\$ 19,200		
				Local	\$ 19,200		
			Property Acquisition	STPDA	\$ 92,460		
				Local	\$ 108,540		
Rougemont/ Triangle Transit	TD-5273	Park-and-Ride	Professional Services	STPDA	\$ 24,000	\$ -	
				Local	\$ 24,000	\$ -	
			Property Acquisition	STPDA		\$ 92,459	
				Local		\$ 108,540	

Orange Public Transit	\$ 23,049	Programmed \$ 61,600	\$ 38,551	Over/Under
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Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Orange Public Transit	TA-5155	1 Replacement LTV (25') and radio, vehicle lettering and logos, and on-board camera	Capital	STP-DA		\$ 61,600	Uses local discretionary STPDA for remainder.
				Local		\$ 15,400	

Local Discretionary **\$ 6,360,342** Programmed \$ 3,045,879 \$ (3,314,464) Over/Under In TIP Amendment #20
 Already in TIP. No change.
 No status, need more time, or need UPWP amendment.

City of Durham **\$ 4,240,329** Programmed \$ 567,546 \$ (3,672,784) Over/Under

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program	Planning	STPDA	\$ 70,880	\$ 70,880	In UPWP and TIP. Underway.
			Planning	Local	\$ 17,720	\$ 17,720	
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program - Bike and Hike Map, Bicycle Boulevard and Bike Lane Study, Bike Share Feasibility Study	Planning	STPDA	\$ 120,000		In UPWP and TIP.
			Planning	Local	\$ 30,000		
NC 751 / NC 54 Sidewalk	ER-2971E	Sidewalk on NC 751 and NC 54 between Garrett Rd and Dresden Dr	Construction	STPDA	\$ 182,000		Let 5/2015
			Construction	Local	\$ 93,508		
Alston Ave Widening Project (NC 147 to Holloway) -	U-3308	Enhancements and streetscape elements to Alston Ave project not covered by NCDOT.	Construction	STPDA	\$ 123,786		Let 4/2015
			Construction	Local	\$ 30,946		
Cornwallis Rd	U-4724	Sidewalks and bicycle facilities from Chapel Hill Rd to S. Roxboro Rd	R/W	STPDA			Durham requests additional time to determine project schedules.
			R/W	Local			
			Construction	STPDA			
			Construction	Local			
Morreene Rd	C-4928	Sidewalks and bicycle facilities from Erwin Rd to Neal Rd	R/W	STPDA			
			R/W	Local			
			Construction	STPDA			
			Construction	Local			
Hillandale Rd	U-4726HK	Sidewalks and bicycle facilities from I-85 to NC 147	R/W	STPDA			
			R/W	Local			
			Construction	STPDA			
			Construction	Local			
Carpenter-Fletcher Rd	U-4726HO	Sidewalks and bicycle facilities from Woodcroft Pkwy to Alston Ave	R/W	STPDA			
			R/W	Local			
			Construction	STPDA			
			Construction	Local			

Town of Chapel Hill \$ 1,167,785 Programmed \$ 1,603,961 \$ 436,176 Over/Under

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program	Planning	STPDA	\$ 128,588	\$ 128,588	In UPWP and TIP. Underway. No request made.
			Planning	Local	\$ 32,147	\$ 32,147	
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program - Pedestrian Plan	Planning	STPDA	\$ 60,000		In UPWP and TIP. No request made.
			Planning	Local	\$ 15,000		
Variable Message Signs	U-5543	Install Variable Message signs along major corridors in Chapel Hill to transmit special event information, inclement weather and other public safety messages. This function is currently served by portable message signs which are less effective and cannot be	Construction	STPDA	\$ 419,000		Design funded in 2014. Unknown status.
			Construction	Local	\$ 104,750		
Booker Creek Greenway Improvments (aka Creekside Connector)	U-4726 - ?	Improve existing greenway and connectivity by constructing a bike and pedestrian bridge to link two commercial areas in a redevelopment zone that are currently separated by the Lower Booker Creek.	Design	STPDA	\$ 100,000		Unknown status.
			Design	Local	\$ 25,000		
			Construction	STPDA		\$ 767,785	
			Construction	Local		\$ 191,946	

Town of Carrboro \$ 491,652 Programmed \$ 491,652 \$ 0 Over/Under

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program	Planning	STPDA	\$ 27,206	\$ 27,206	In UPWP and TIP. Underway. No change.
			Planning	Local	\$ 6,802	\$ 6,802	
Various	U-4727	DCHC Urban Area Planning Allocation and Unified Work Program - Parking Study	Planning	STPDA	\$ -		UPWP and TIP amendment needed to delete funds.
			Planning	Local	\$ -		
S. Greensboro St. – north end of Old Pittsboro Rd. to Public Works Driveway	U-4726-Dx	Construct sidewalk on the west side of the road - north end of Old Pittsboro Rd. to south end of Old Pittsboro Rd.	PE	STP-DA	\$ 84,104		
				Local	\$ 21,026		
			Construction Phase 1	STP-DA		\$ 353,136	
				Local		\$ 88,284	

Town of Hillsborough \$ 249,310 Programmed \$ 245,000 \$ (4,310) Over/Under

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016	Status
Various	U-4726	Pedestrian Improvements on US 70 from Lakeshore to Orange High, North Churton	PE	STPDA	\$ 120,000		
				Local	\$ 30,000		
Downtown Access Improvements	?	Construct curb relocations, remove on-street parking, ADA compliant intersection improvements	Construction	STPDA		\$ 125,000	
				Local		\$ 31,250	

**RESOLUTION TO MODIFY THE 2012-2018 TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING AREA**

**AMENDMENT #20
September 10, 2014**

A motion was made by MPO Board Member _____ and seconded by MPO Board Member _____ for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

WHEREAS, the Transportation Improvement Program (TIP) is a staged multiple year listing of all federally funded transportation projects scheduled for implementation within the Durham-Chapel Hill-Carrboro Metropolitan Planning Area which have been selected from a priority list of projects; and

WHEREAS, the document provides the mechanism for official endorsement of the program of projects by the MPO Board; and

WHEREAS, the inclusion of the TIP in the transportation planning process was first mandated by regulations issued jointly by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) and no project within the planning area will be approved for funding by these federal agencies unless it appears in the officially adopted TIP; and

WHEREAS, the procedures for developing the TIP have been modified in accordance with certain provisions of the MAP-21 Federal Transportation Act and guidance provided by the State; and

WHEREAS, projects listed in the TIP are also included in the State TIP (STIP) and balanced against anticipated revenues as identified in the STIP; and

WHEREAS, the North Carolina Department of Transportation and the MPO Board have determined it to be in the best interest of the Urban Area to amend the FY 2012-2018 Transportation Improvement Program as described in the attached sheets; and

WHEREAS, there has been no change in the TIP project schedule or project design concept and scope with regard to the air quality conformity finding made by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Transportation Advisory Committee on May 8, 2013; and

WHEREAS, the DCHC MPO certifies that this TIP amendment is consistent with the intent of the DCHC MPO 2040 Metropolitan Transportation Plan (MTP); and

BE IT THEREFORE RESOLVED that the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board hereby amends the FY 2012-2018 Transportation Improvement Program of the Durham-Chapel Hill-Carrboro Urban Area, as approved by the TAC on September 14, 2011, and as described in the "Attachments to Resolution for Amendment #20 to

DCHC 2012-2018 TIP” and also requests that the Federal Highway Administration transfer the Surface Transportation Program Direct Attributable (STPDA) funds for FFY 2015 to the Federal Transit Administration for projects TA-5154, TD-5272, and TD-5273 as described on the attached table as soon as it is authorized to do so provided here on this, the 10th day of September, 2014.

Ellen Reckhow, MPO Board Chair

Durham County, North Carolina

I certify that Ellen Reckhow personally appeared before me this day acknowledging to me that she signed the forgoing document.

Date: September 10, 2014

Frederick Brian Rhodes, Notary Public
My commission expires: May 10, 2015

Attachment to Resolution for Amendment #20 to DCHC 2012-2018 MTIP

Modifications

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Various	U-4726	DCHC Urban Area Bicycle and Pedestrian Allocation	Planning	STPDA	204	
Durham			Planning	C	51	
Orange			Construction	STPDA	1624	353
Chatham			Construction	C	406	88

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Carrboro	EL-4828	Morgan Creek Greenway - Phase 1 and 2	Construction	STPDA	298	
Orange			Construction	TAP	730	
			Construction	C	257	

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Durham	SR-5001C	Fayetteville Road (Cornwallis to Nelson bicycle lanes and sidewalks)	Construction	STPDA	201	
Durham			Construction	C	49	
			Construction	SRTS	250	

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Durham	U-3308	NC 55 (Alston Avenue), NC 147 (Durham Freeway) to US 70 Business-NC 98 (Holloway Street) in Durham (1 mile). Widen to four lane divided facility from NC 147 (I.L. Buck Dean Freeway) to Main Street and replace Norfolk Southern Railroad bridges. Modernization from Main Street to US 70 Business-NC 98 (Holloway Street) including addition of on-street parking, bike lanes, turn lanes, median and access management.	Construction	STP	13800	13800
			Construction	STPDA	124	
			Construction	C	31	

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Durham	ER-2971E	Sidewalk on NC 751 and NC 54 between Garrett Rd and Dresden Dr	Construction	STPDA	182	
			Construction	Local	94	

STATEWIDE

W-5601
STATEWIDE
PROJ.CATEGORY
STATEWIDE
REGIONAL
DIVISION

VARIOUS, RUMBLE STRIPS, GUARDRAIL, SAFETY AND LIGHTING IMPROVEMENTS AT SELECTED LOCATIONS.
ADD RIGHT-OF-WAY IN FY 15 AND CONSTRUCTION IN FY 15 NOT PREVIOUSLY PROGRAMMED.

RIGHT-OF-WAY	FY 2015 -	\$1,400,000	(HSIP)
CONSTRUCTION	FY 2015 -	\$8,400,000	(HSIP)
		<u>\$9,800,000</u>	

Attachment to Resolution for Amendment #20 to DCHC 2012-2018 MTIP

Amendments

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Hillsborough	New	Downtown Access Improvements. Construct curb relocations, remove on-street parking, ADA compliant intersection improvements	Construction	STPDA		\$ 125,000
				Local		\$ 31,250

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Triangle Transit	TA-5154	Replacement Paratransit Vehicles	Capital	STPDA	\$ 215	
				Local	\$ 54	

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Hillsborough/ Triangle Transit	TD-5272	Park-and-Ride	Professional Services	STPDA	\$ 19	
				Local	\$ 19	
			Property Acquisition	STPDA	\$ 92	
				Local	\$ 109	

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Rougemont/ Triangle Transit	TD-5273	Park-and-Ride	Professional Services	STPDA	\$ 24	\$ -
				Local	\$ 24	\$ -
			Property Acquisition	STPDA		\$ 92
				Local		\$ 109

Location/System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Orange Public Transit	TA-5155	1 Replacement LTV (25') and radio, vehicle lettering and logos, and on-board camera	Capital	STP-DA		\$ 62
				Local		\$ 15

STATEWIDE

* ER-5600

STATEWIDE

PROJ.CATEGORY

STATEWIDE

REGIONAL

DIVISION

VARIOUS, VEGETATION MANAGEMENT - CLEAR ZONE IMPROVEMENT AND MANAGEMENT STATEWIDE.

ADD CONSTRUCTION IN FY 14 AND FY 15 NOT PREVIOUSLY PROGRAMMED.

CONSTRUCTION

FY 2014 - \$4,325,000 (TA)

FY 2015 - \$4,325,000 (TA)

\$8,650,000

Attachment to Resolution for Amendment #20 to DCHC 2012-2018 MTIP

DIVISION 5

* I-5702 I-40, US 15 / US 501 IN DURHAM COUNTY TO I-40 / US 1
 DURHAM / US 64 IN WAKE COUNTY. CONSTRUCT MANAGED
 WAKE LANES.
PROJ.CATEGORY PROGRAMMED FOR PLANNING AND ENVIRONMENTAL
 STATEWIDE STUDIES ONLY TO EXPEDITE DELIVERY OF NEW STI
STATEWIDE PROJECT.

* I-5705 I-40, NC 54 INTERCHANGE IN DURHAM. INTERCHANGE
 DURHAM IMPROVEMENTS.
PROJ.CATEGORY PROGRAMMED FOR PLANNING AND ENVIRONMENTAL
 STATEWIDE STUDIES ONLY TO EXPEDITE DELIVERY OF NEW STI
STATEWIDE PROJECT.

* I-5707 I-40, NC 55 (ALSTON AVENUE) TO NC 147 (DURHAM
 DURHAM FREEWAY / TRIANGLE EXPRESSWAY) IN DURHAM.
PROJ.CATEGORY CONSTRUCT WESTBOUND AUXILIARY LANE.
 STATEWIDE PROGRAMMED FOR PLANNING AND ENVIRONMENTAL
STUDIES ONLY TO EXPEDITE DELIVERY OF NEW STI
STATEWIDE PROJECT.

* U-5717 US 15 / US 501, SR 1116 (GARRETT ROAD) IN DURHAM.
 DURHAM CONVERT AT-GRADE INTERSECTION TO
PROJ.CATEGORY INTERCHANGE.
 STATEWIDE PROGRAMMED FOR PLANNING AND ENVIRONMENTAL
STUDIES ONLY TO EXPEDITE DELIVERY OF NEW STI
STATEWIDE PROJECT.

* U-5720 US 70 (MIAMI BOULEVARD), SR 1959 (SOUTH MIAMI
 DURHAM BOULEVARD) / SR 1811 (SHERRON ROAD)
PROJ.CATEGORY INTERSECTION. CONVERT AT-GRADE INTERSECTION
 STATEWIDE TO INTERCHANGE.
PROGRAMMED FOR PLANNING AND ENVIRONMENTAL
STUDIES ONLY TO EXPEDITE DELIVERY OF NEW STI
STATEWIDE PROJECT.

DIVISION 5

* U-5516 US 501 (ROXBORO ROAD), SR 1448 (LATTA ROAD) / SR RIGHT-OF-WAY FY 2017 - \$2,000,000 (C)
 DURHAM 1639 (INFINITY ROAD) INTERSECTION IN DURHAM. CONSTRUCTION FY 2018 - \$2,100,000 (NHP)
PROJ.CATEGORY ADD LANES THROUGH INTERSECTION. \$4,100,000
 REGIONAL DELAY RIGHT-OF-WAY FROM FY 15 TO FY 17 AND
CONSTRUCTION FROM FY 16 TO FY 18 TO ALLOW
ADDITIONAL TIME FOR PLANNING AND DESIGN AND
TO DETERMINE COST PARTICIPATION BY CITY.

DIVISION 7

* C-5181 JONES CREEK GREENWAY, CONSTRUCT A 100 FOOT CONSTRUCTION FY 2016 - \$247,000 (CMAQ)
 ORANGE BRIDGE AND 650 FOOT PAVED TRAIL IN CARRBORO FY 2016 - \$61,000 (C)
PROJ.CATEGORY TO FILL GAP BETWEEN THE UPPER BOLIN TRAIL AND IMPLEMENTATION FY 2017 - \$10,000 (CMAQ)
 EXEMPT TWIN CREEKS GREENWAY AND IMPLEMENT PROGRAM TO SUPPORT NON-VEHICLE TRIPS TO MORRIS GROVE
 ELEMENTARY SCHOOL. FY 2017 - \$2,000 (C)
 \$320,000
DELAY CONSTRUCTION FROM FY 14 TO FY 16 AND
IMPLEMENTATION FROM FY 15 TO FY 17 TO REFLECT
TOWN DELIVERY SCHEDULE.

MOBILITY REPORT CARD



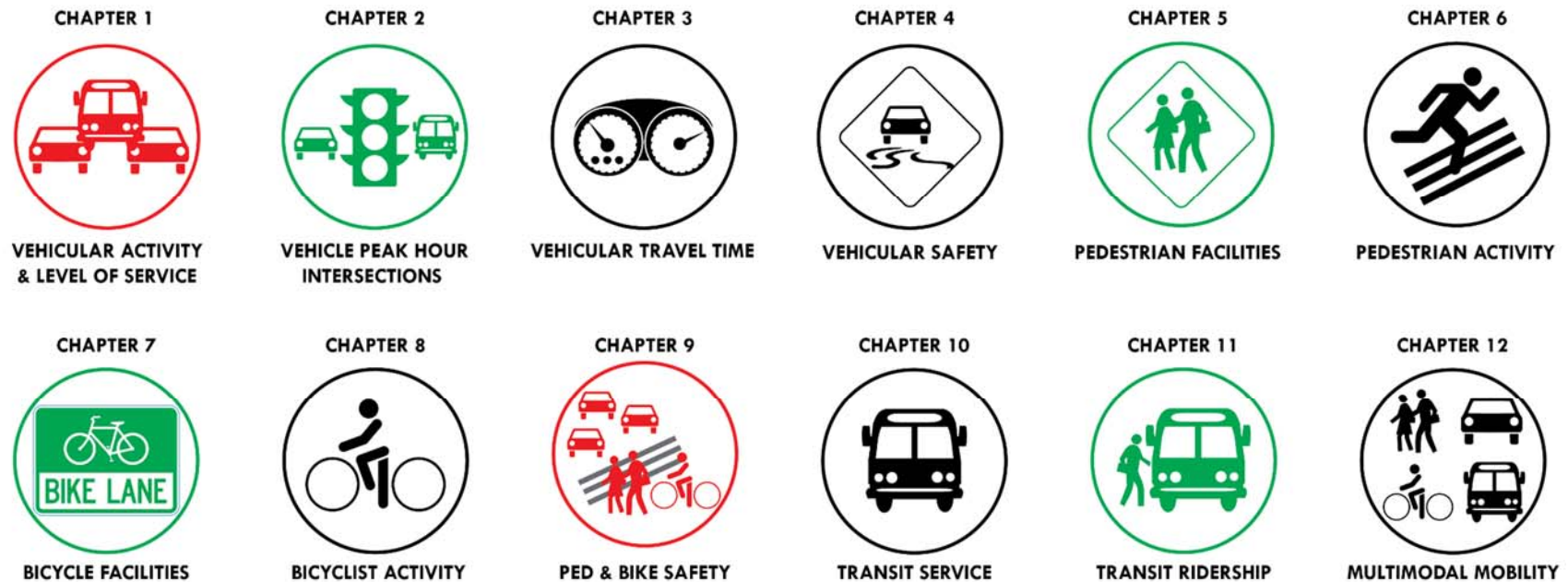
EXECUTIVE SUMMARY

Cover photographs by Renaissance Planning Group.

REPORT SNAPSHOT

This document, the DCHC MPO's first-ever Mobility Report Card, is a multimodal transportation evaluation, examining in equal measure vehicular, transit, bicyclist, and pedestrian travel. The report looks at the state of the region in 2012 and compares it to previous years.

Twelve key indicators have been evaluated in this Report Card, each with its own chapter of the report. The findings are summarized by the icons associated with each indicator. Those shown in green have improved over time, those in red have degraded, and those in black are unchanged (or unknown). In sum, **they point to increased travel activity throughout the region and changes in infrastructure and travel safety that suggest an increasingly multimodal region.** However, historical data are limited or unavailable for several key indicators, meaning that continued – and even more robust – data collection will be needed in coming years to shed further light on regional mobility.

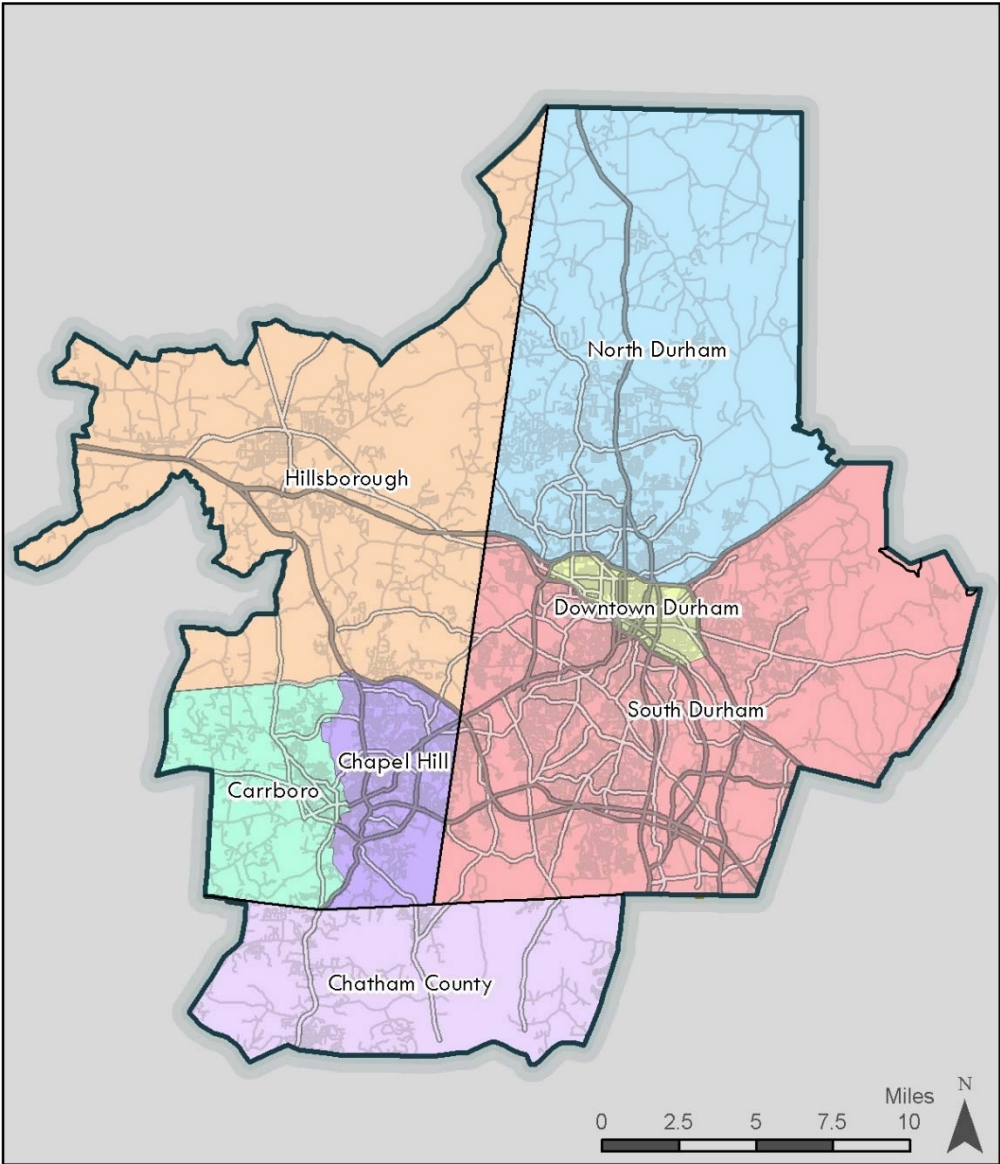


The remainder of this Mobility Report Card discusses in more detail the findings summarized here.

The **Executive Summary** is a stand-alone document that provides, for each indicator, a basic definition, key data findings, and a summarized report card. **Chapters 1-12** provide in-depth information on each indicator, including the methodologies used in acquiring and analyzing relevant data, the findings of those analyses, and the ramifications of those findings when possible.

The findings in this report are analyzed at the regional level, the county level, and at the subarea level defined by the boundaries in the adjacent map.

Subarea Map





VEHICULAR ACTIVITY AND ARTERIAL LEVEL OF SERVICE

What Is It?

Traffic congestion is a common problem in metropolitan areas across the country. The MPO tracks the level of traffic congestion on a road, so as to identify how roadways are being used and to help identify those in need of improvement. Primary metrics for roadway activity and congestion include daily traffic volumes and roadway “level of service” (LOS). The LOS grade summarizes a road’s volume to capacity ratio, which shows how effectively a roadway can handle the busiest daily traffic demands. To calculate the LOS, both the MPO and NC DOT record the number of automobiles passing a specific point over a 24- or 48-hour period. These counts are combined into one figure, called either average daily traffic (ADT) or annual average daily traffic (AADT).

The LOS grade ranges from A to F; a LOS A indicates that capacity exceeds volume, and drivers may move almost completely unimpeded. A LOS F implies that traffic volume exceeds a road’s capacity, and drivers travel significantly slower than the speed limit. While it may be natural to assume that all roads should operate at LOS A, this may also indicate that there is excess roadway supply, and roadways are underutilized. Conversely, a LOS E or F on downtown streets may be the result of an effective, multimodal network that is safe for pedestrians and bicycles. As a result, change in LOS over time is a more important measure than a grade at any point in time.

Why Does It Matter?

Volume and LOS are important because roads have limited capacity to handle traffic. In order to keep traffic flowing, the region must either expand roadway capacity for vehicles or reduce the demand on congested corridors. The MPO uses the data summarized in this section to set priorities about which segments are in the greatest need of improvement.

SUMMARY:

CONDITIONS WORSENING



KEY FINDINGS

Daily Traffic Volume (2005 vs 2011)

- Traffic Volume up 3.83%
- 25% of all roadways had 10%+ increase in daily traffic volume
- 56% no change or decreased volume

Level of Service on DCHC Roadways (1,222 Total)

- 77.6% - LOS A
- 88% - LOS C or Better
- 3.5% - LOS F
- 42 segments – LOS E or F (2005)
- 72 segments – LOS E or F (2011)

Congested Corridors

- Major Highways (I-40, US-70, US-15/501, NC-54)
- Arterials near employment hubs (Duke, UNC, NCCU, Hospitals)
- Primary Downtown Streets

Results

Overall, traffic volumes have increased throughout the MPO. On road segments which were counted in both 2005 and 2011, traffic volume rose by 3.83%. While there are no nationwide measures of traffic volume or LOS, the Federal Highway Administration estimates that vehicle miles traveled (VMT) decreased 0.13% between 2005 and 2011.¹ VMT is not directly comparable to ADT figures, because VMT is affected by both the number of trips and their length - for example, taking shorter trips can result in decreasing VMT while maintaining a constant ADT volume. Nevertheless, the increase in the region's traffic volumes relative to national VMT is noteworthy.

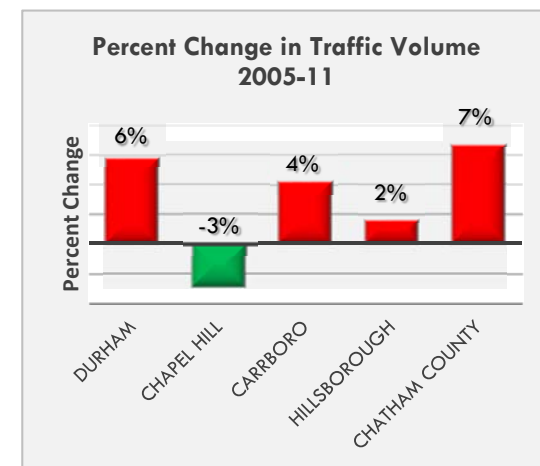
The **MPO's most congested corridors are those that provide access to the region's major employment centers**, including Research Triangle Park, Downtown Durham, Duke University, and UNC. Examples include:

- Interstate 40 near Interstate 540, which is a key junction in the larger Triangle region.
- US 15-501, which is a critical highway connecting Durham and Chapel Hill, UNC and Duke, and each university's hospital complex.
- NC 54, which connects Chapel Hill to I-40, and also connects fast-growing neighborhoods and the Research Triangle Park in southern Durham County.
- US 70 on the east side of Durham, which is an alternate to I-40 between downtown Durham and fast-growing neighborhoods to the east, such as Brier Creek in Raleigh.
- Hillandale Road and Roxboro Street, which connect downtown Durham and Duke University to I-85 residential neighborhoods in North Durham.
- Alston Avenue near the Durham Freeway, which connects fast-growing areas in the southern Durham County with downtown and NC Central University's campus.
- Columbia Street south of Mason Farm Road, which connects US 15-501 and NC 54 to UNC's campus.

Other corridors experience congestion because they serve **popular downtown areas with a lot of pedestrian and bicycle traffic**. The most congested corridors include:

- Main Street and Greensboro Street in downtown Carrboro.
- Churton Street in downtown Hillsborough.
- Cameron Avenue west of Columbia Street in downtown Chapel Hill.

Although some areas experience severe congestion, more than three-quarters of the region's roads are operating at LOS A, and 90% of roads perform better than LOS E. Additionally, LOS grades should be interpreted in a roadway's operating context. Frequently, segments with a LOS E or F are roads that connect to large employment centers or downtown areas that adequately serve a multimodal transportation system.

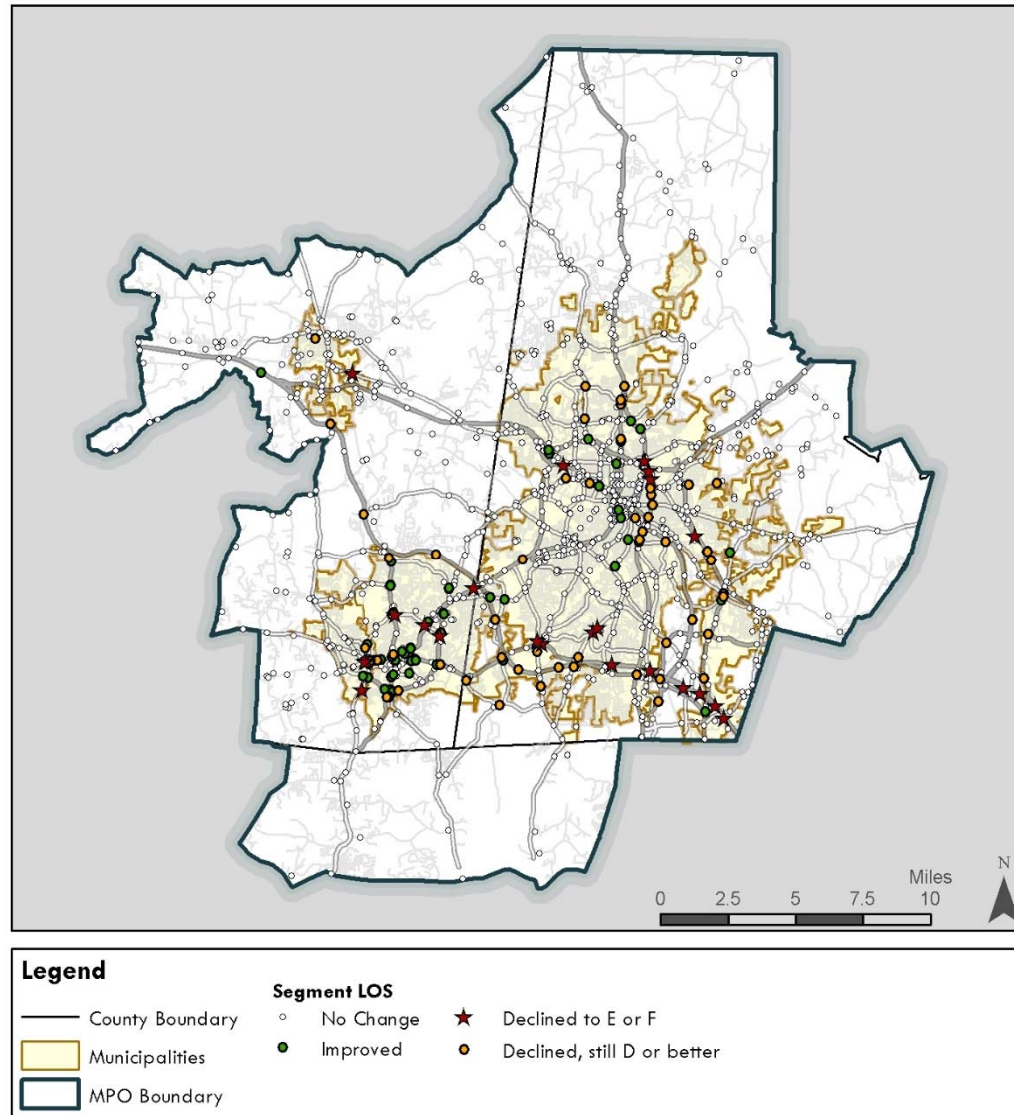


¹ Federal Highway Administration. [Traffic Volume Trends](http://www.fhwa.dot.gov/policyinformation/travel_monitoring/tvt.cfm). http://www.fhwa.dot.gov/policyinformation/travel_monitoring/tvt.cfm.

Top 20 ADT Volumes (2011)

Jurisdiction	Count Location	Daily Traffic Vol.	LOS
Downtown Durham	US-70 BTWN I-85 AND GEER ST	50,473	A
Chapel Hill	US 15-501 N OF I-40	46,262	D
Downtown Durham	US 70 BYP N OF NC 98	46,000	A
Chapel Hill	NC 54 E OF US 15-501	46,000	C
Chapel Hill	US 15-501 S OF I-40	44,042	F
South Durham	US 15-501 W OF GARRETT RD	44,000	F
Chapel Hill	NC 54 E OF FINLEY GOLF COURSE RD	44,000	A
South Durham	NC 54 S OF SR 1110	43,000	F
Chapel Hill	NC 54 BTWN FARRINGTON RD AND I-40	42,306	F
South Durham	US 70 N OF EAST END AVE	42,000	F
Chapel Hill	NC 54 N OF SR 1110	42,000	F
Chapel Hill	US-15-501/DURHAM-CHAPEL HILL BLVD AT EASTOWNE DR	41,820	F
Chapel Hill	NC 54/RALEIGH RD E OF BURNING TREE DR	41,654	A
South Durham	NC 55 BTWN RESIDENCE INN BLVD AND I-40	41,617	D
Chapel Hill	NC 54 W OF HAMILTON	41,228	B
Chapel Hill	US 15-501 S OF SR 1838 DURHAM ST	41,000	F
Downtown Durham	US 70 BYP S OF NC 98	37,000	A
Chapel Hill	US 15-501 W OF I-40	37,000	F
South Durham	US 70 S OF SR 1815	37,000	C
North Durham	DUKE ST BTWN I-85 AND LEON ST	36,970	D

Corridors with LOS Changes (2005 – 2011)



REPORT CARD - VEHICULAR ACTIVITY AND ARTERIAL LEVEL OF SERVICE

The table below summarizes the findings of key performance measures on vehicular activity and LOS. Where possible, changes over time have been noted: cells marked in red indicate deteriorating conditions, cells in green show improving conditions, and cells in white are unchanged, unknown, or not applicable.

	North Durham	Downtown Durham	South Durham	Durham Total	Chapel Hill	Carrboro	Hillsborough	Chatham County
Percent Change in Traffic Volume (2005-2011)*	1.92%	2.39%	8.82%	5.82%	-2.91%	4.25%	1.62%	6.70%
Total Number of Segments With Volume Counts	186	186	397	769	157	102	141	15
Segments with declining LOS (2005-2011)	8 (4.30%)	11 (5.91%)	38 (9.57%)	57 (7.41%)	13 (8.28%)	7 (6.86%)	4 (2.94%)	0 (0%)
Segments with improving LOS (2005-2011)	3 (1.61%)	6 (3.23%)	8 (2.02%)	17 (2.21%)	29 (18.47%)	10 (9.80%)	1 (0.71%)	0 (0%)
Net Change in Segment LOS 2005 – 2011	-5	-5	-30	-40	+16	+3	-3	No changes
Percent of segments with LOS E-F in 2005	0.61%	2.63%	4.63%	3.12%	8.70%	5.31%	1.65%	0%
Percent of segments with LOS E-F in 2011	1.61%	8.60%	6.55%	5.85%	9.55%	4.90%	4.96%	0%
Increase in Percent of LOS E-F Segments 2005-2011	+1.00%	+5.97%	+1.92%	+2.73%	+0.75%	-0.41%	+3.31%	No change

In general, increases in traffic volume and declines in level of service were found throughout most of the region. Volume increased everywhere but Chapel Hill, by as much as nearly 9% in South Durham. While all areas but Chatham County had at least one roadway segment with an improved LOS from 2005 to 2011, Durham and Hillsborough had more declines than improvements. The number of LOS E or F segments increased everywhere except Carrboro.



What Is It?

Similarly to highway or street segments, the performance of intersections can also be described by level of service (LOS), but delay, rather than traffic volume, is the most important factor in determining intersection LOS. The MPO collected data and calculated LOS for 229 intersections in 2011 and 2012. Intersection LOS is reported for the three busiest travel periods – the morning commute, evening commute, and lunchtime.

Why Does It Matter?

The MPO uses intersection level of service to identify locations that need improvement. The improvement may be as simple as adjusting traffic signal timing or could require more complex projects that add lanes or even separate two roads with an interchange.

Results

The overwhelming majority of intersections provide an acceptable level of service.

- The average control delay for signalized intersections in the MPO is 35 seconds or less, which corresponds to an intersection LOS C.
- 18% of intersections have LOS D or worse in the PM peak period, as compared with 14% in AM and Noon peak periods. This reflects the narrower range of times that commuters leave work than arrive and is consistent with national travel patterns.

SUMMARY:

CONDITIONS IMPROVING



KEY FINDINGS

The MPO-wide average intersection LOS is C.

Average control delay for signalized intersections in the DCHC MPO is **35 seconds/vehicle or less.**

In locations with 2012 and 2005 data, conditions have routinely improved, likely through intervention (timing improvements, infrastructure upgrades, etc.).

The worst intersection delays in the region are on highways with commercial development (US 15-501 and NC 54).

Number of Failing Intersections (LOS E or F in one or more peak periods):

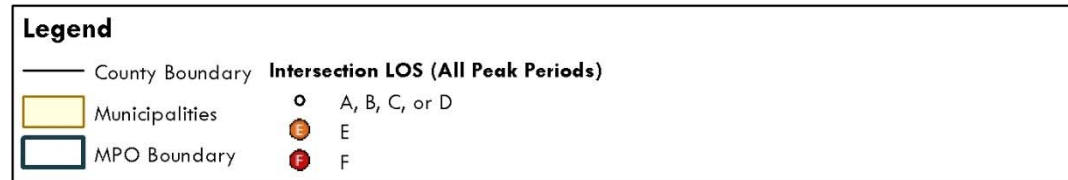
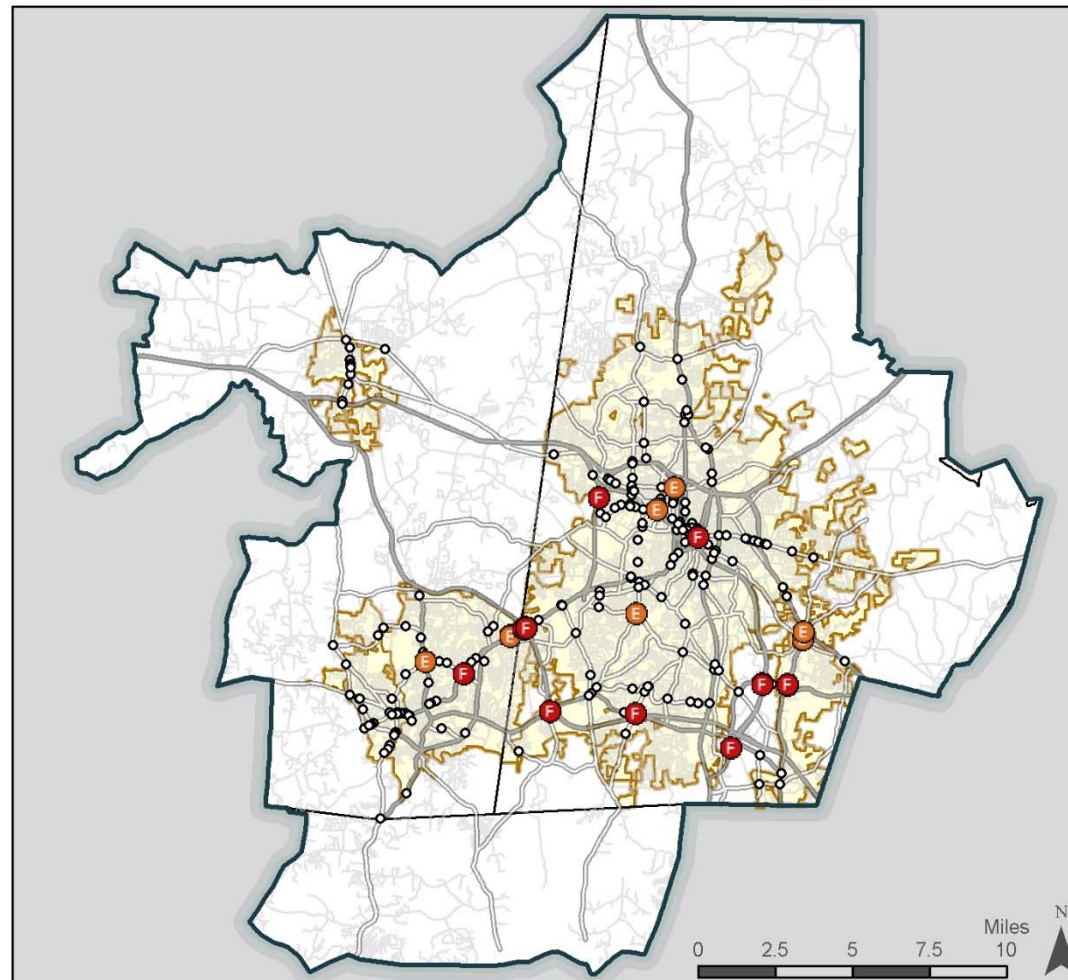
- Durham: 9
- Chapel Hill: 13
- Carrboro: 1
- Hillsborough: 0

- The worst intersection delays in the region are on **major, high-volume highways with substantial commercial development** that requires direct access, such as US 15-501 and NC 54.
- Intersections in downtown areas are functioning relatively well. Downtowns often have a grid pattern of streets that allows people to use several different routes between two places.
- Intersections in the region with the most delay include:
 - **Durham:**
 - TW Alexander Drive at Miami Blvd and at NC 147 (southbound)
 - Main Street at Ninth Street
 - Morreene Road at US 15-501 (southbound)
 - Roxboro Road at Main Street
 - Fayetteville Street at NC 54
 - **Chapel Hill:**
 - US 15-501 at I-40 (eastbound)
 - US 15-501 at Mt Carmel Church Rd
 - US 15-501 at Lakeview Drive
 - NC 54 at Farrington Road
 - Fordham Blvd at Manning Drive
 - Columbia Street at Cameron Avenue
 - Manning Drive at New East Drive
 - **Carrboro:**
 - Greensboro Street at Merritt Mill Road

MPO-Wide LOS Grades by Peak Period

LOS	Peak Periods		
	AM	Noon	PM
A	36%	24%	23%
B	32%	41%	36%
C	18%	21%	23%
D	7%	11%	7%
E	2%	1.5%	4%
F	5%	1.5%	7%

Failing Intersections



REPORT CARD – VEHICLE PEAK HOUR INTERSECTION OPERATION

The table below summarizes the findings of key performance measures on intersection operation. Where possible, changes over time have been noted: cells marked in red indicate deteriorating conditions, cells in green show improving conditions, and cells in white are unchanged, unknown, or not applicable. Historical data on intersection operation were only available for Chapel Hill and Carrboro, limiting what is known about the degree of change occurring at intersections.

	Durham	Chapel Hill	Carrboro	Hillsborough	Chatham County
Number of Intersections Counted	130	86	25	6	0
Intersections with LOS E-F for AM peak	6 (4.62%)	6 (6.98%)	1 (4.00%)	0 (0%)	n/a
Intersections with LOS E-F for Noon peak	n/a	1 (1.16%)	0 (0%)	n/a	n/a
Intersections with LOS E-F for PM peak	8 (6.15%)	11 (12.79%)	0 (0%)	0 (0%)	n/a
Intersections with declining LOS	n/a	34 (39.53%)	13 (52.0%)	n/a	n/a
Average Control Delay Time (seconds per vehicle)	35	35	35	n/a	n/a

Note: Any intersection that improved LOS for AM, noon, or PM peaks was counted as an intersection with improving LOS. Any intersection that declined in LOS for AM, noon, or PM peaks was counted as an intersection with declining LOS. Because some intersections improved LOS during one peak period but declined in LOS for a second peak period, these metrics are not mutually exclusive. Data available at the municipal and county level only.

In general, intersections across the region are operating well. An average control delay time of 35 seconds or less suggests that intersections are providing adequate service.

Chapel Hill had notably more failing intersections than Durham or Carrboro, especially in the PM peak period. However, the percentage of failing intersections is still low. Carrboro saw declining LOS at more than half of the Town’s intersections, but those declines did not result in any intersection failures.



VEHICULAR TRAVEL TIME

What Is It?

Level of service (LOS) is useful for telling us how well a specific segment of road or intersection accommodates demand, but LOS cannot tell us how long it takes to get from point A to point B. Travel time is an easy-to-understand measure that describes the travel experience between points, capturing the effects of both volume and intersection delays.

The MPO monitors travel time and average speed on regionally significant corridors. As with most travel-related measures, the MPO collects data on Tuesday, Wednesday, and Thursday to get an accurate understanding of typical weekday trends. The MPO compares average travel speed to the posted speed limit to calculate a Travel Time Index (TTI). TTI is the ratio of travel time in congested conditions compared to the travel time in free flowing conditions. A TTI greater than 1 indicates congestion.

Why Does It Matter?

MPOs and DOTs can use the TTI to identify congested corridors. However, TTI only tells one part of a complex story. The MPO uses TTI in combination with LOS and several other measures presented in this report to paint a complete picture of congestion and identify hot spots that need attention.

Results

The U.S Census Bureau's American Community Survey 1-year estimates found that average commute time for the Durham-Chapel Hill Metropolitan Area was 22.8 minutes, nearly three minutes less than the nationwide average of 25.5 minutes. To supplement national data, travel times were collected on 89 Congestion Management Plan (CMP) corridors throughout the DCHC

SUMMARY:

CONDITION CHANGE UNKNOWN



KEY FINDINGS

92.2% of corridors had slower travel times in peak periods than under free-flow conditions, suggesting there is at least a little peak travel time delay on nearly all corridors.

Corridors approaching congested status are:

- Durham County
 - Anderson / 15th St
 - E Main St
 - Downtown Loop
 - S Alston Ave
- Orange County
 - US 15-501

Shorter segments of downtown Durham and Chapel Hill are congested during at least one peak period (AM, noon, or PM)

MPO. A TTI was calculated, defined as the posted speed limit divided by the actual speed. The further actual speeds drift below posted speeds, the higher the TTI rises. Higher TTIs suggest a corridor is congested or approaching congestion.

TTI data are available at the corridor level and segment level but from different sources.

In the corridor-long data, **no full corridors were identified as congested** (as defined by a TTI of 2.5 or greater). However, several corridors had TTIs approaching congestion levels, including:

Orange: US 15/501 and Columbia Street from Smith Level Road to Franklin Street.

Durham: Anderson Street from Duke University Road to Hillsborough Road.

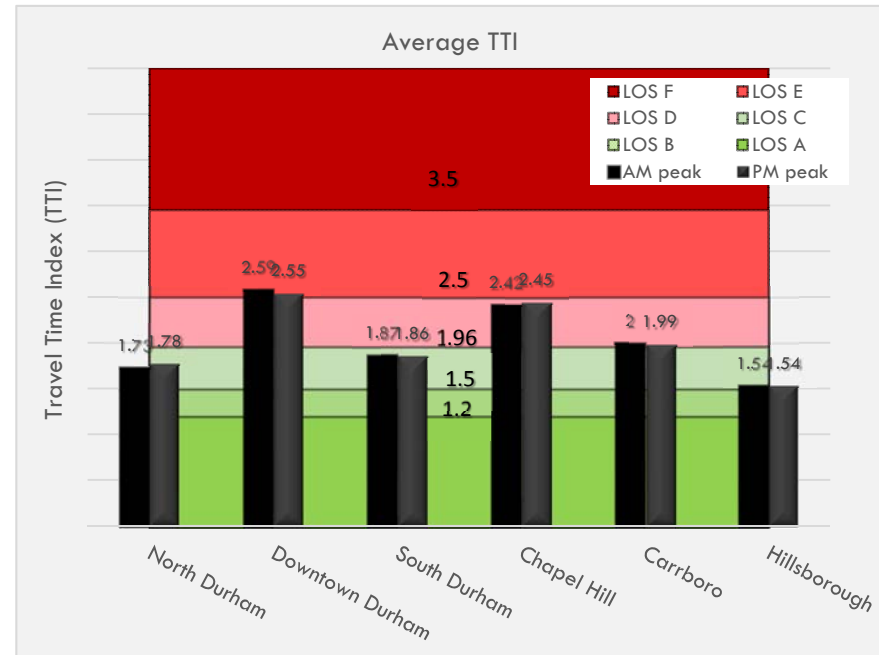
Durham: E Main St from Alston Avenue to N Buchanan Boulevard

Durham: Downtown Loop

Durham: S Alston Avenue from the Wake County Line to NC 55

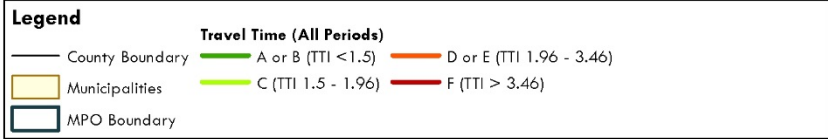
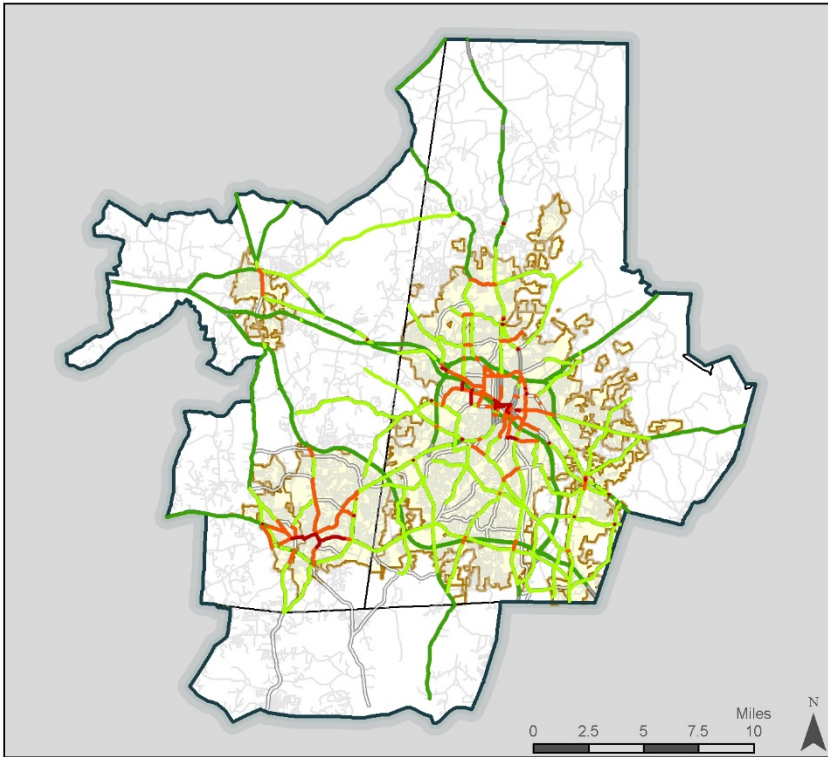
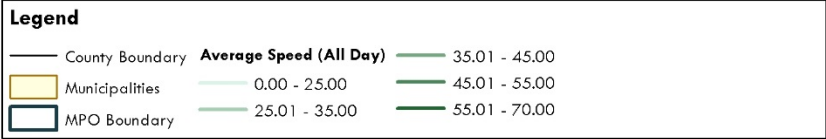
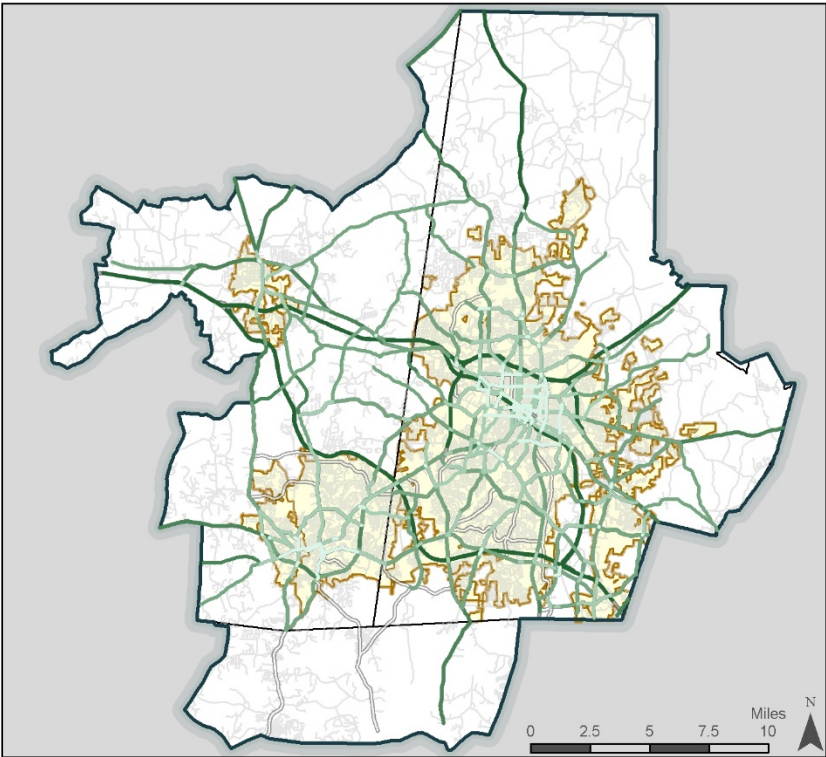
The lack of corridor level congestion reflects the significant lengths of the corridors, which range from 0.45 miles to 30 miles. Shorter segments of congestion or delay can be washed out by free-flow conditions elsewhere on the corridor, resulting in generally better LOS grades here than found in Chapter 1.

In order to identify smaller stretches of congestion, shorter segments on the 89 CMP corridors were also evaluated. The map below shows **that many short segments exhibit slower speeds and increased congestion at least once during the average day**. Note, however, that this is a different data source, so there are some inconsistencies between the two data sets. Future mobility reports will help clarify congestion and travel time findings.



Average All-Day Speeds

Worst Peak Period Level of Service Grade



REPORT CARD – VEHICULAR TRAVEL TIME

The table below summarizes the findings of key performance measures on vehicular travel time. Historical data on speed and travel time is not available, so no changes are noted.

	North Durham	Downtown Durham	South Durham	Durham Total	Chapel Hill	Carrboro	Hillsborough	Chatham County
Number of Segments Counted*	1084	1018	3017	5119	523	457	1146	0
Segments receiving E or F LOS (AM peak)	54 (4.98%)	587 (57.66%)	254 (8.42%)	895 (17.48%)	194 (37.09%)	86 (18.82%)	21 (1.83%)	n/a
Segments receiving E or F LOS (PM peak)	65 (6.00%)	519 (50.98%)	127 (4.21%)	711 (13.89%)	180 (34.42%)	77 (16.85%)	29 (2.53%)	n/a
Average Travel Time Index (AM peak)	1.73 (C)	2.59 (E)	1.87 (C)	n/a	2.42 (D)	2.00 (D)	1.54 (C)	n/a
Average Travel Time Index (PM peak)	1.78 (C)	2.55 (E)	1.86 (C)	n/a	2.45 (D)	1.99 (D)	1.54 (C)	n/a

*On two-way roadway segments, each direction is counted separately.

The report card findings show that Downtown Durham and Chapel Hill exhibit significant levels of congestion at peak travel times. More than half of all roadway segments in Downtown Durham fail at peak hours, and more than one-third fail in Chapel Hill. Average TTIs in Chapel Hill and Downtown Durham are graded as LOS D and E, respectively. Carrboro also exhibits LOS D in peak hours, despite many fewer failing segments. All other regions operate at LOS C, with less than 10% of segments receiving failing LOS grades.

These data will be particularly useful as a benchmark against future travel time indices.



What Is It?

Transportation policy in the United States places a strong emphasis on vehicular safety. The MPO tracks fatalities, injuries, and property damage resulting from vehicle collisions on the 95 regionally-significant corridors included in the MPO's Congestion Management Plan (CMP). These data are collected by the North Carolina DOT through its Traffic Engineering Accident Analysis System (TEAAS). The data presented in this section cover a five year period from January 2008 through December 2012

Why Does It Matter?

Motor vehicle accidents are the **10th leading cause of death in North Carolina**, claiming more than 1,300 lives in 2012. They are the leading cause of death for people between ages 1 and 18.² The MPO can reduce crashes, injuries, and fatalities by improving areas with a high crash rate.

Results

There were 36,926 collisions reported along the MPO's CMP corridors between 2008 and 2012, with collision totals increasing each year from 2009-2012. Nearly 80% of all collisions occurred in Durham County, though this is partly a function of the larger number of road miles in the County relative to Orange and Chatham Counties. There were 105 reported fatalities, an average of 17 per year. This is far below the national average of 10.63 fatalities per 100,000 population³, but the CMP corridors

² North Carolina State Center for Health Statistics.

³ NHTSA Traffic Safety Facts 2010. <http://www-nrd.nhtsa.dot.gov/Pubs/811659.pdf>

SUMMARY:

CONDITIONS UNCHANGED



KEY FINDINGS

Crash data analyzed for 95 primary corridors only

The number of collisions in the region increased each year between 2009 and 2012, but there have been no clear trends in the number of injuries or fatalities.

37,000 collisions with 70,000 vehicles from 2008-2012

105 total fatalities (0.3% of all collisions), and about 2,750 injuries per year

4 times as many collisions in Durham County as Orange and Chatham Counties combined.

- Many more CMP corridors in Durham County

About 75% of all collisions only caused property damage.

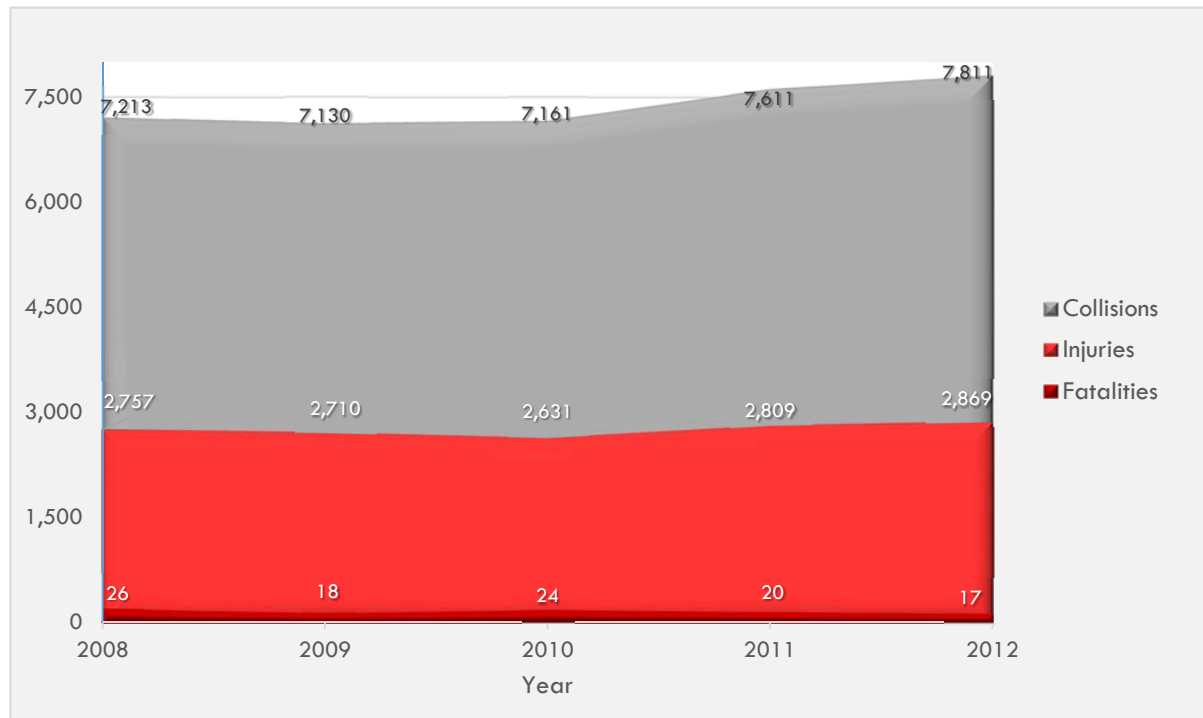
make up only a fraction of total roadways, so additional fatalities are not reported here.

In the region, about 2,750 people are injured annually, while about 14,000 vehicles are damaged in collisions per year.

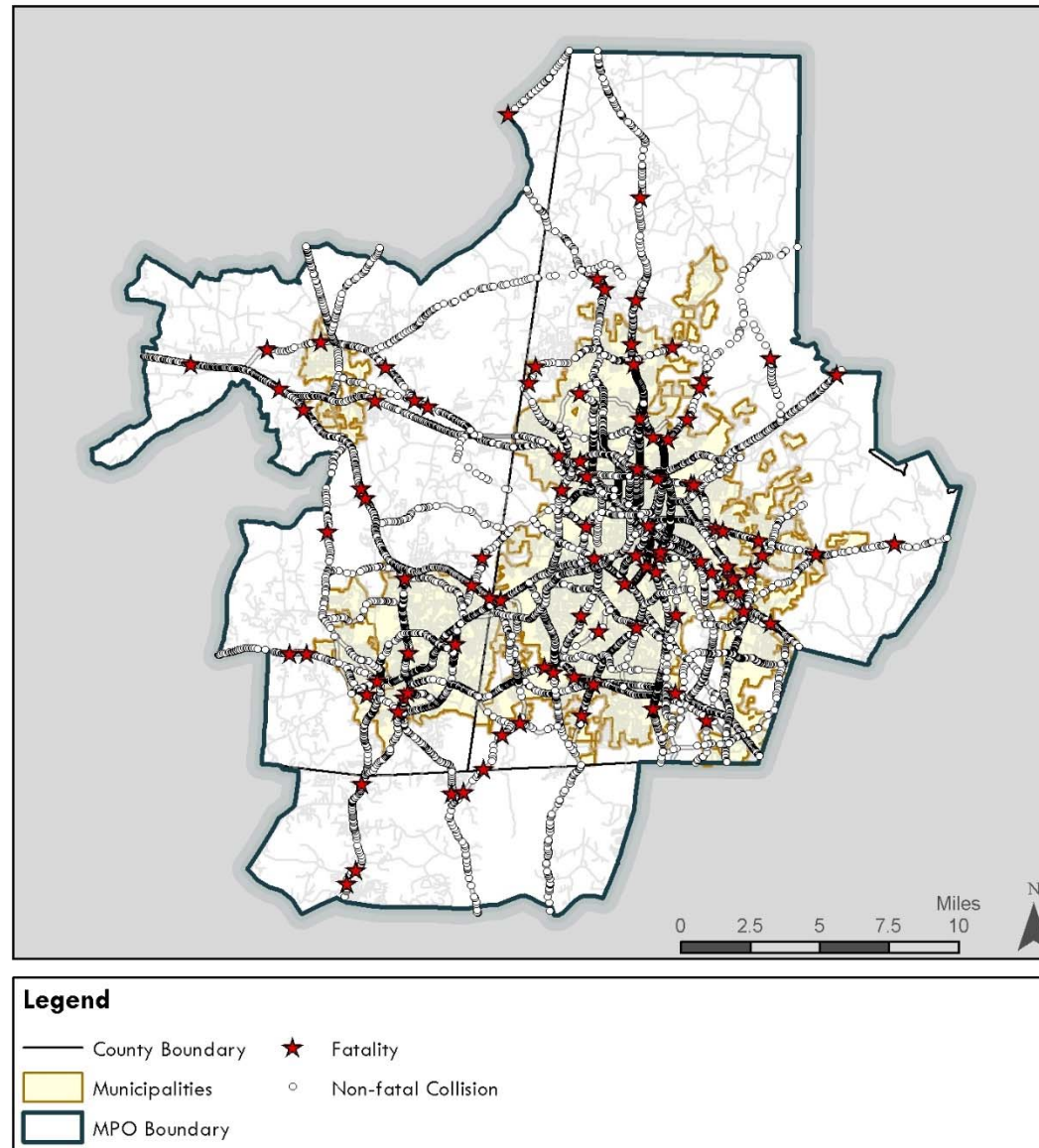
It is estimated that the collision cost over this five year period was \$159.4 million.

It is not clear how much of the increase in collisions has been caused by increases in traffic.

Auto Collisions, Injuries, and Fatalities - DCHC MPO



Collision Locations



REPORT CARD – VEHICLE SAFETY

The table below summarizes the findings of key performance measures on vehicle safety. Historical data on vehicle collisions is not available, so no changes are noted.

	North Durham	Downtown Durham	South Durham	Durham Total	Chapel Hill*	Carrboro*	Hillsborough*	Unincorporated Orange County	Chatham County
Total Number of Collisions	4,391	11,522	13,287	29,200	3,019	482	140	3,569	516
Number of Property Damage Only Collisions	3,175	8,641	10,186	22,002 75.35%	2,152 71.28%	299 62.03%	112 80.00%	2,783 77.98%	394 76.36%
Number of Injuries	1,910	4,456	4,630	10,996	1,204	234	35	1,124	183
Number of Fatalities	23	14	35	72	6	2	1	19	5
Total Number of Vehicles Involved	8,106	22,604	25,916	56,626	6,137	948	273	5,668	792
Estimated Cost of all Collisions	\$18,527,988	\$48,888,007	\$57,006,247	\$124,422,242	\$15,091,289	\$1,672,587	\$521,620	\$15,390,208	\$2,259,385

Because data were collected only on 95 corridors, the majority of which are within Durham County, the number of collisions (and subsequent damage), is considerably higher in Durham than for the other parts of the region. However, without comparison data, it is difficult to make any determinations about these findings.

These data will be particularly useful as a benchmark against future safety data.



What Is It?

Pedestrian facilities describe infrastructure such as sidewalks, trails, and crosswalks that allow people to travel from place to place without using a vehicle. Pedestrian facilities are typically thought of as only serving walkers, but they also provide critical access for people with disabilities. Pedestrian facilities also support other modes of transportation by providing access to bus stops or safe and clear routes from parking spaces to destinations such as stores, offices, schools, or homes.

The MPO collects data for sidewalk coverage and construction from each city and town in the region. It uses these data to track the miles of sidewalk added in each municipality since 2005.

Why Does It Matter?

Pedestrian facilities provide a basic level of access that, if properly designed, nearly anyone can use. Communities across the country are also coming to realize that pedestrian facilities are in high demand. More people are desiring a walkable neighborhood, and improvements to pedestrian facilities have played a big role in the revitalization of many downtowns and neighborhoods. During much of the 20th century, federal transportation policy emphasized mobility for vehicles, and infrastructure such as sidewalks or trails was an afterthought. However, for the last two decades, new federal programs have provided funds for pedestrian infrastructure and supported programs that make it easier to walk to school. In order to support the public's desire to walk more, MPOs must collect data and study where new infrastructure is needed.

SUMMARY:

CONDITIONS IMPROVED



KEY FINDINGS

The DCHC region contains over 700 miles of sidewalk.

Miles of sidewalk increased 11% from 2005 to 2012.

Historic downtown areas and older neighborhoods currently have denser sidewalk networks than do more suburban and rural areas.

Durham has nearly 4 times more sidewalk mileage than any other municipality.

Chapel Hill and Carrboro have a higher density of sidewalk miles than Durham or Hillsborough.

Results

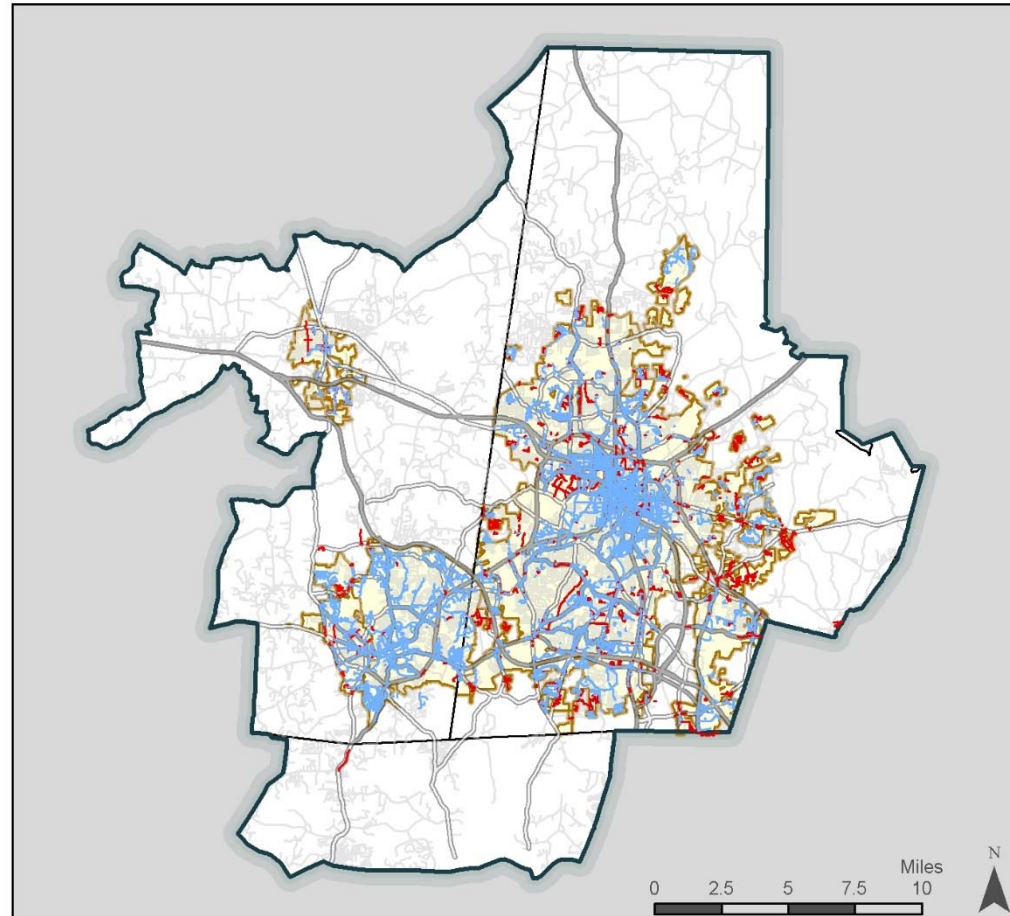
The region's cities and towns have about 715 miles of sidewalk, covering large stretches of the region. As the map to the right shows, downtowns and older neighborhoods within the four municipalities of Durham, Chapel Hill, Carrboro, and Hillsborough routinely have sidewalks, while sidewalks are less common on the outskirts of town.

Durham provides 74% of the total sidewalk mileage in the region, and Chapel Hill provides another 19%. However, **sidewalk density is higher in Chapel Hill and Carrboro** than in Durham.

Total sidewalk mileage **increased 11.42%** from 2005 to 2012. Carrboro and Hillsborough had the highest rates of new sidewalk additions during that time, with a clear emphasis on improving connections between previously disconnected areas of sidewalk.

Note that these inventories were strictly for municipalities themselves and may not include sidewalks added outside their limits. Where fine-scale additions of sidewalk mileage should be made are beyond the scope of this report.

Sidewalk Locations

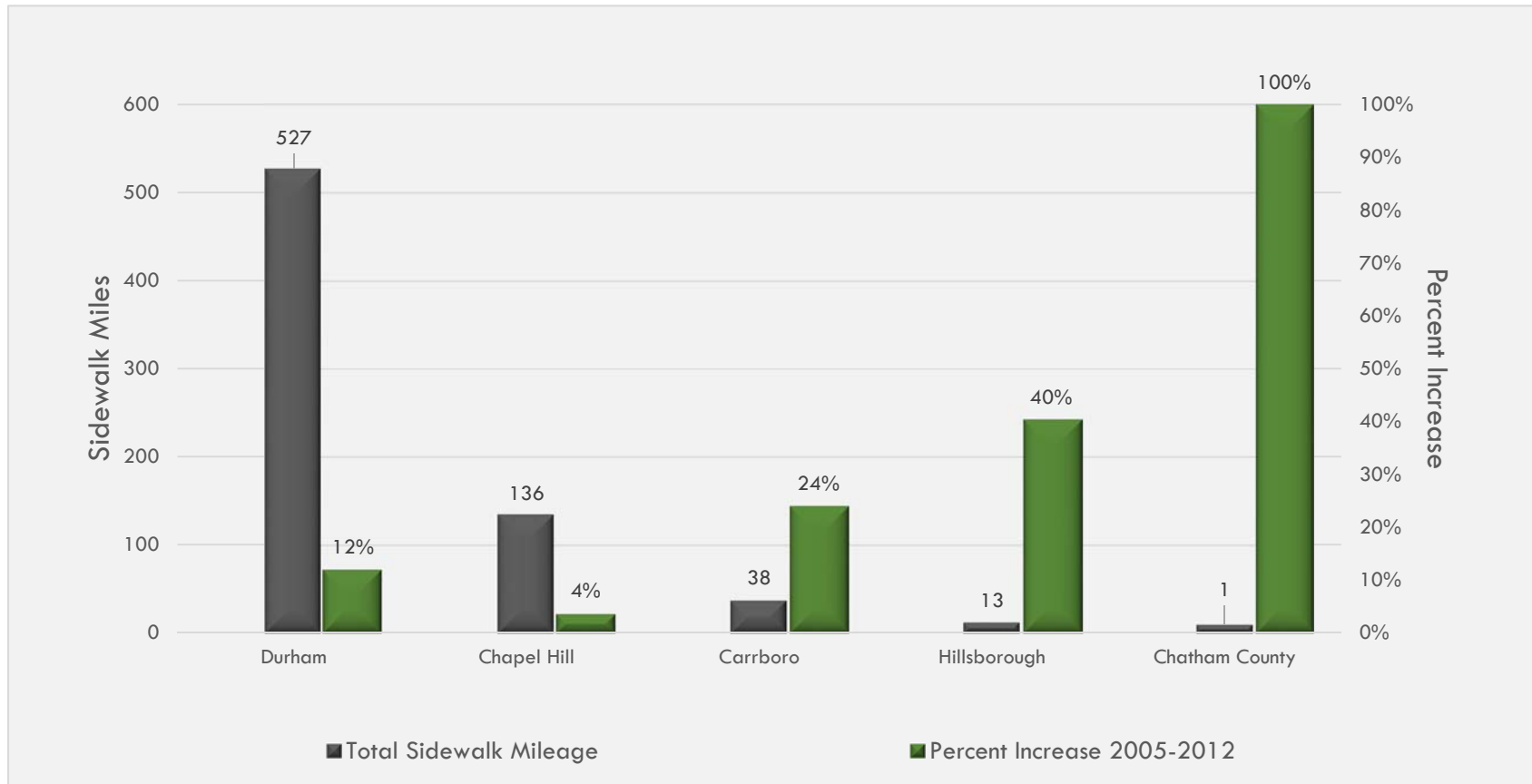


Legend

- County Boundary
- Municipalities
- MPO Boundary
- Sidewalks (2005)
- Sidewalks (2012)

Note: Data for Hillsborough reflect sidewalks as of 2010 instead of 2005.

Sidewalk Mileage and Percent Increase Since 2005



Note: Data from Hillsborough only goes back to 2010

REPORT CARD – PEDESTRIAN FACILITIES

The table below summarizes the findings of key performance measures on pedestrian facilities. Where possible, changes over time have been noted: cells marked in red indicate deteriorating conditions, cells in green show improving conditions, and cells in white are unchanged, unknown, or not applicable.

	Durham	Chapel Hill	Carrboro	Hillsborough	Chatham County
Total Sidewalk Miles as of 2005	404.3	131.5	30.6	9.1	n/a
Sidewalk Mileage as of 2012	527.4	136.3	37.9	12.7	0.8
Sidewalk Mileage Per Square Mile of Land	4.98	6.45	5.87	2.38	.01
Mileage of New Sidewalks Constructed	123.1	4.8	7.4	3.7	0.8
Percent Increase in Sidewalk Mileage	30.45%	3.66%	24.06%	40.38%	100

Data available at the municipal and county level only. Data for Hillsborough reflect 2010 data instead of 2005.

In general, sidewalk mileage increased everywhere in the MPO. Carrboro and Hillsborough had the largest percentage increases of the four municipalities, though that is in part a result of much more robust existing sidewalk networks in Durham and Chapel Hill. Despite the large difference in total mileage between Durham and all other municipalities, Chapel Hill and Carrboro have more sidewalk mileage per square mile of land, and are thus more densely covered in pedestrian facilities.



What Is It?

The location of a pedestrian facility greatly influences its use. Sidewalks near markets, shops, housing communities, transit stops, and parking facilities can be a surprising stimulus to all modes of transportation, as well as to the economy and individual health. If pedestrian facilities are properly designed and maintained, their design will encourage more use, and people will want to walk more. When land use or other transportation facilities are maintained to the same level, an all-around benefit can be observed. For instance, more, better-designed sidewalks to a parking garage just outside of a downtown area may relieve automobile congestion within downtown; more pedestrian activity downtown may benefit local businesses and promote exercise; less automobile congestion may encourage more bicyclist activity; sidewalks to transit stops will encourage higher transit ridership, and so on. The easiest way to assess how current DCHC MPO pedestrian facilities are performing is to record pedestrian activity.

The MPO counted pedestrians at 284 locations in 2011 and 2012. Unlike vehicle traffic counts, pedestrian counts are labor intensive, requiring a person to manually observe a location for several hours. The MPO reported pedestrian volume at each location for the morning peak travel period (7:00 to 9:00 AM), midday (11:00 AM to 1:00 PM), and the evening peak travel period (4:00 to 6:00 PM).

Why Does It Matter?

Tracking pedestrian volumes over time recognizes the importance of pedestrian facilities and allows the MPO to quantify changes in use over time. The data also help the MPO evaluate and compare potential investments in pedestrian facilities. Moreover, the MPO can use the data to learn how facility design and land use affect pedestrian activity.

SUMMARY:

CHANGES UNKNOWN, BUT
CONDITIONS LIKELY IMPROVING



KEY FINDINGS

2.6% of all travel on the region's 95 primary corridors was done on foot.

Pedestrian counts in the region are affected by the presence of pedestrian facilities and density of the surrounding land uses.

The areas with the most pedestrian activity are in or around UNC, Duke Hospital, NCCU, and the region's downtown cores.

Highest pedestrian count in 2011/2012: 6,986 (South Rd and Stadium Dr, Chapel Hill).

Only six locations (1.5%) recorded pedestrian volumes over 1,000.

Many high-volume locations identified in 2005 were not re-counted in 2011/2012.

More count locations are needed in the future to get a better picture of pedestrian activity throughout the region.

Results

Pedestrians were tracked on the region's CMP corridors, as well as through in-person counts. Walking comprised 2.6% of all travel on CMP corridors, nearly the same as the 2011 national estimate of 2.8%⁴. However, the US Census 2012 American Community Survey estimate for the Durham-Chapel Hill Metro Area estimated walking as 3.1% of commuting trips, higher than the average on CMP corridors. The counts taken in 2011 and early 2012 make it clear that the presence of pedestrian facilities and density of the surrounding land uses affect the pedestrian counts, but more counts are needed at more locations to more accurately portray pedestrian activity in the DCHC MPO. Of the 284 counts performed during 2011 and 2012, pedestrian activity ranged from 6,986 (South Rd and Stadium Drive, Chapel Hill) to zero. Less than one-sixth of observed locations recorded a daily pedestrian volume over 250. Six counts (1.5%) exceeded 1,000 pedestrians; all such counts were in downtown Durham and Chapel Hill or near Duke and UNC hospitals.

The twenty counts with the highest daily pedestrian activity were sprinkled around the DCHC MPO, with most occurring around UNC, NCCU, Duke Hospital, and the downtown cores of Durham, Chapel Hill, and Carrboro.

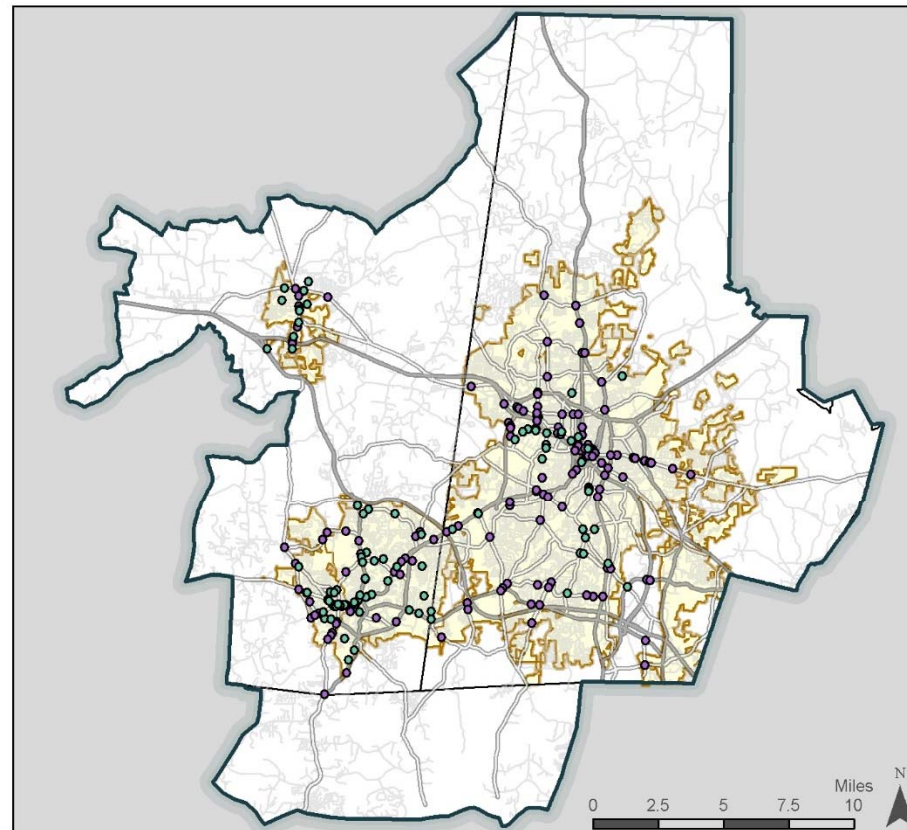
Most of the 135 counts included from 2005 (and earlier) were performed in and around UNC and the Town of Carrboro—and many of these locations **were not** revisited for data collection during 2011 or 2012. Among those counts, pedestrian activity ranged from 19,165 (South Rd at the Bell Tower) to eight (Homestead Rd E of Weaver Dairy Rd). Because of a lack of repeat data for many of these locations, pedestrian changes over time are hard to assess, though the location and amount of new facility mileage suggests that activity likely increased. **More counts are needed to provide a better idea of pedestrian activity in the DCHC MPO.**

⁴ 2011 American Community Survey 1-year estimate.

Top 20 Daily Pedestrian Volume – DCHC MPO

Jurisdiction	Count Location	Pedestrian Volume
Chapel Hill	SOUTH RD AND STADIUM DR	6,986
Chapel Hill	FRANKLIN ST AND COLUMBIA ST	1,605
Chapel Hill	COLUMBIA ST AND FRATERNITY COURT	1,426
Chapel Hill	FRANKLIN ST AND OLD FRATERNITY ROW	1,327
Chapel Hill	FRANKLIN ST AND HENDERSON ST	1,240
Chapel Hill	SOUTH RD AND RALEIGH ST	1,083
Chapel Hill	MANNING DR AND RIDGE RD	856
Chapel Hill	MANNING DR AND PAUL HARDIN DR	811
Chapel Hill	COLUMBIA ST AND SOUTH RD	799
Durham	ERWIN RD AND FULTON RD	796
Chapel Hill	CAMERON AVE AND PITTSBORO ST	795
Chapel Hill	PITTSBORO ST AND MCCAULEY ST	778
Durham	MAIN ST BTWN ROXBORO AND CHURCH	710
Durham	ERWIN RD AND RESEARCH DR	710
Durham	BROAD ST AND PERRY ST	700
Chapel Hill	FRANKLIN ST AND HILLSBOROUGH RD	673
Chapel Hill	ROSEMARY ST AND HENDERSON ST	607
Carrboro	MAIN ST BTWN GREENSBORO ST AND WEAVER ST	564
Durham	FAYETTEVILLE RD AND BRANT ST	543

Pedestrian Count Locations



Legend

- County Boundary
- 12-Hour Counts
- Municipalities
- Turning Movement Counts
- MPO Boundary

Represents six-hour volume data for pedestrians during three peak periods (AM [7:00 to 9:00], noon [11:00 AM to 1:00 PM] and PM [4:00 to 6:00]).

REPORT CARD – PEDESTRIAN ACTIVITY

The table below summarizes the findings of key performance measures pedestrian activity. Historical data on pedestrian activity were not directly applicable to the data collection undertaken as part of this report, so no changes over time were noted.

	Durham	Chapel Hill	Carrboro	Hillsborough	Chatham County
Total Pedestrian Count Locations	143	55	40	18	n/a
Highest pedestrian count (people)	2,135	1,426	799	367	n/a
Locations with Over 500 pedestrians	9 (6.29%)	4 (7.27%)	2 (5.00%)	0 (0%)	n/a
Locations with over 100 pedestrians	53 (37.06%)	24 (43.64%)	22 (55.00%)	1 (5.56%)	n/a

Data available at the municipal and county level only.

In general, a fairly consistent level of pedestrian activity was found in Durham, Chapel Hill, and Carrboro, though Hillsborough had notably less pedestrian traffic at its count locations. At least one-third of all count locations in the three biggest municipalities noted 100 or more pedestrians, while less than 10 percent of locations in any municipality had over 500 pedestrians.

These data will be particularly useful as a benchmark against future pedestrian activity data.



What Is It?

Bicycle facilities are infrastructure that enable people to ride bikes for commuting, exercise, or recreation. Well-designed and maintained bicycle facilities are known to attract bicyclists. Bike lanes and multi-use paths, such as the American Tobacco Trail in Durham, are examples of bicycle facilities that are found in the region.

Why Does It Matter?

As with pedestrian facilities, communities across the nation are realizing that bicycle facilities are desirable features that can make a neighborhood more attractive, give people options other than driving, provide opportunities for exercise, and support stronger economies. The MPO measures bicycle facilities in order to track expansion over time and progress towards expanding bicycle networks and closing gaps.

Results

The region increased its bicycle lane mileage by over 99 percent between 2005 and 2012. Additionally, multi-use path mileage was increased by 17 percent in that same time.

All together, the region had about 61 miles of bicycle lanes and 66 miles of multi-use paths in 2012.

SUMMARY:

CONDITIONS IMPROVED



KEY FINDINGS

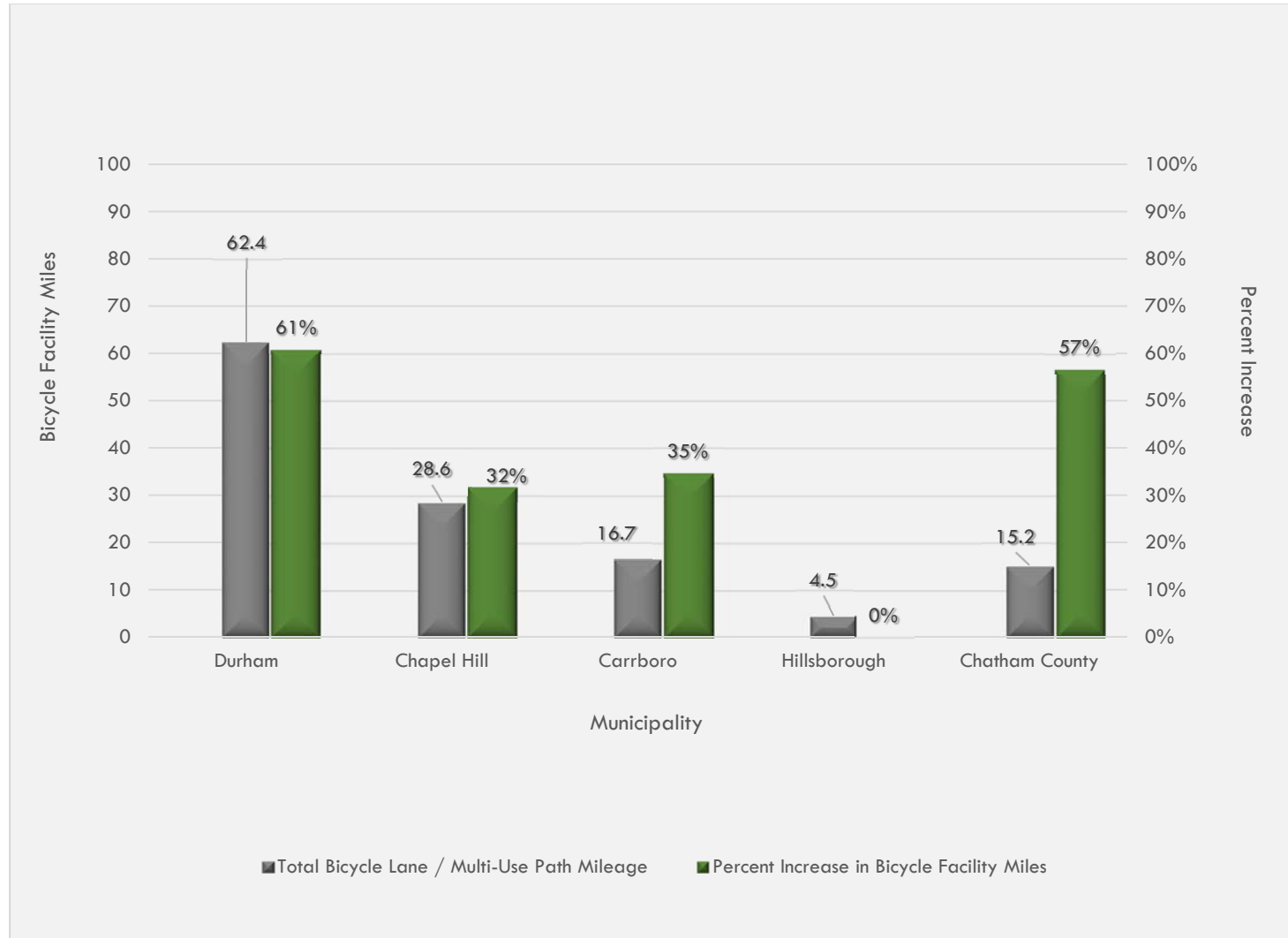
The DCHC region had about 61 miles of bicycle lanes and 66 miles of multi-use paths in 2012.

Bicycle lane mileage nearly doubled between 2005 and 2012; multi-use path mileage increased by 17%.

Durham, Chapel Hill, Carrboro, and Chatham County all added at least 4 miles of new bicycle facilities since 2005.

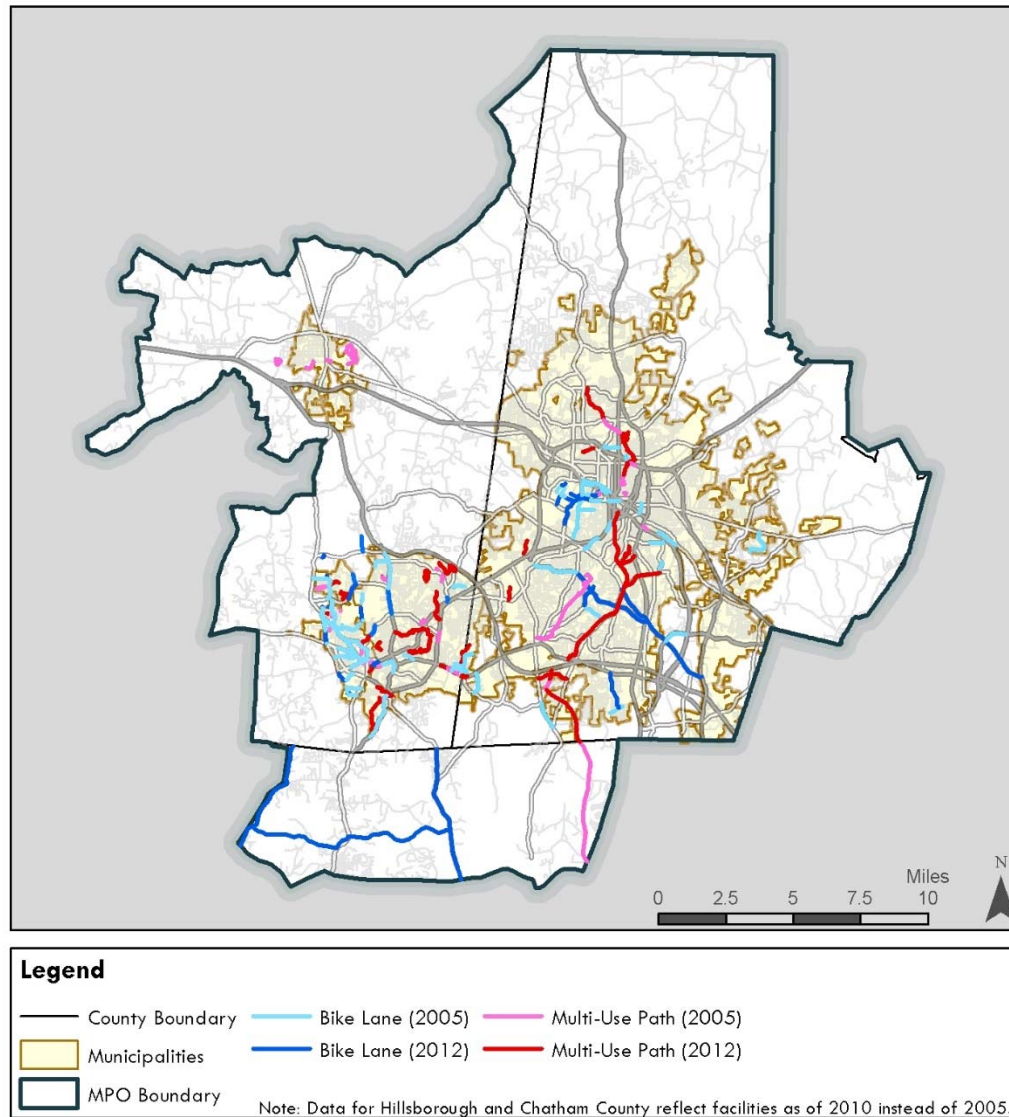
Hillsborough did not report any new bicycle facilities.

Total Bicycle Facility Mileage and Percent Increase Since 2005



Note: Data from Durham and Hillsborough only goes back to 2010

Bicycle Facilities



REPORT CARD – BICYCLE FACILITIES

The table below summarizes the findings of key performance measures on bicycle facilities. Where possible, changes over time have been noted: cells marked in red indicate deteriorating conditions, cells in green show improving conditions, and cells in white are unchanged, unknown, or not applicable.

		Durham	Chapel Hill	Carrboro	Hillsborough	Chatham County
Bicycle Lanes	Miles of Bicycle Lanes in 2005	13.4	7.2	10.2	n/a	n/a
	Miles of Bicycle Lanes as of 2012	31.1	11.3	13.4	n/a	5.5
	Increase in Bicycle Lane Mileage	17.7	4.1	3.2	n/a	n/a
	Percentage Change in Bicycle Lane Mileage	132%	56%	32%	n/a	n/a
Multi-Use Paths	Mileage of Multi-use Paths in 2005	25.4	14.5	2.2	4.5	9.7
	Mileage of Multi-use Paths as of 2012	31.3	17.3	3.3	4.5	9.7
	Increase in Mileage of Multi-use Paths	5.9	2.8	1.1	0	0
	Percentage Change in Mileage of Multi-use Paths	23%	19%	50%	0%	0%
Total	Facility Mileage Per Square Mile of Land	0.58	1.35	2.59	0.84	0.25

Note: Hillsborough data only goes back to 2010. Data available at the municipal and county level only.

Bicycle facilities increased across the region, with only Hillsborough not adding facility mileage. Increases were uniformly over 10 percent, with increases of 50% or more in Carrboro multi-use paths and Chapel Hill bicycle lanes. Similarly to sidewalks, Chapel Hill and Carrboro had the densest bicycle facility network. Clearly, increasing bicycle facility availability was a priority for the MPO’s municipalities and counties in recent years.



**BICYCLIST
ACTIVITY**

What is it?

As is true for pedestrian facilities, the location of bicyclist facilities greatly influences their use. The MPO counts bicyclists to assess how well existing facilities are performing, while also providing valuable data that can be used to evaluate future bicycle projects. The MPO conducted bicyclist counts for a 12-hour period on a Tuesday, Wednesday, or Thursday. In order to supplement these counts, the MPO also collected data on bicyclists during turning movement counts at intersections. In sum, the MPO counted bicyclists at 301 locations between September 2011 and June 2012.

Why does it matter?

Collecting activity data along a facility can garner some understanding of popular facilities, time-of-day changes, and necessary improvements. Generally, there are three factors necessary to promote bicyclist activity: presence of facilities, design of facilities, and land use. Bicycle lanes on roads with fewer fast-moving automobiles, multi-use paths near or between parks, facilities situated or designed for commuting, and multi-use paths in rural areas can be stimuli to increase the use of bicycles, which could be a benefit to the local economy and, certainly, to individual health.

Moreover, if bicycle facilities are properly designed and maintained, this will encourage more use, and people will want to ride more. When automobile and transit facilities are managed to encourage bicyclist activity, an all-around benefit can be observed.

Results

Bicycle use was tracked on the region's CMP corridors, as well as through in-person counts. Bicycle use comprised 0.5% of all travel on CMP corridors, nearly the same as the 2011 national census estimate of 0.6%. However, the US Census 2012 American Community

SUMMARY:

CHANGE UNKNOWN



KEY FINDINGS

0.5% of all travel on the region's 95 primary corridors was done by bicycle.

10 highest bicycle counts are in Chapel Hill and Carrboro.

Highest Counts per City:

- **Carrboro:** 816 (Merritt Mill & Cameron Rd)
- **Chapel Hill:** 402 (Cameron & Pittsboro St)
- **Durham:** 192 (Erwin & Anderson)
- **Hillsborough:** 10 (Churton & Corbin)

Many high-volume bicycle routes connect universities and downtowns to dense residential areas.

No 2005 data were available, so activity change is difficult to measure. Large increase in facilities points to possible activity increases.

More count locations are needed in the future to better understand regional bicyclist activity.

Survey estimate for the Durham-Chapel Hill Metro Area estimated walking as 3.1% of commuting trips, and biking, motorcycling, and taxi trips as another 2.7% of trips, much higher than the average on CMP corridors.

Two hundred eighty-one counts were done to monitor bicyclist activity within the DCHC MPO. Most of those counts (90.0%) recorded **fewer than 100 bicyclists**, and only 8 (2.6%) recorded a daily activity of over 250 bicyclists (one location in Chapel Hill and three in Carrboro).

Activity ranged from 816 cyclists at Merritt Mill Rd and Cameron Ave to zero cyclists at 52 count locations. The 20 highest numbers from these counts were scattered around the DCHC MPO, with most occurring around the Town of Carrboro, the American Tobacco Trail, and the Town of Chapel Hill. Carrboro and Durham had the most mid-range counts of bicyclist activity, between 100 and 250 daily. No count in Hillsborough recorded more than 10 bicyclists.

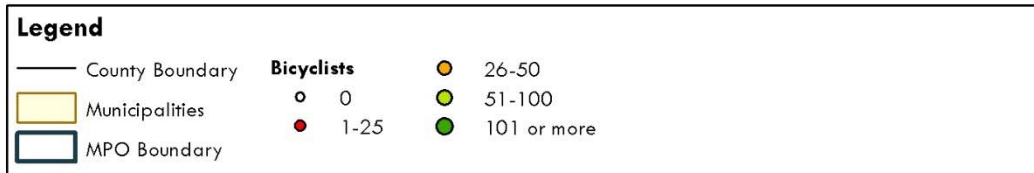
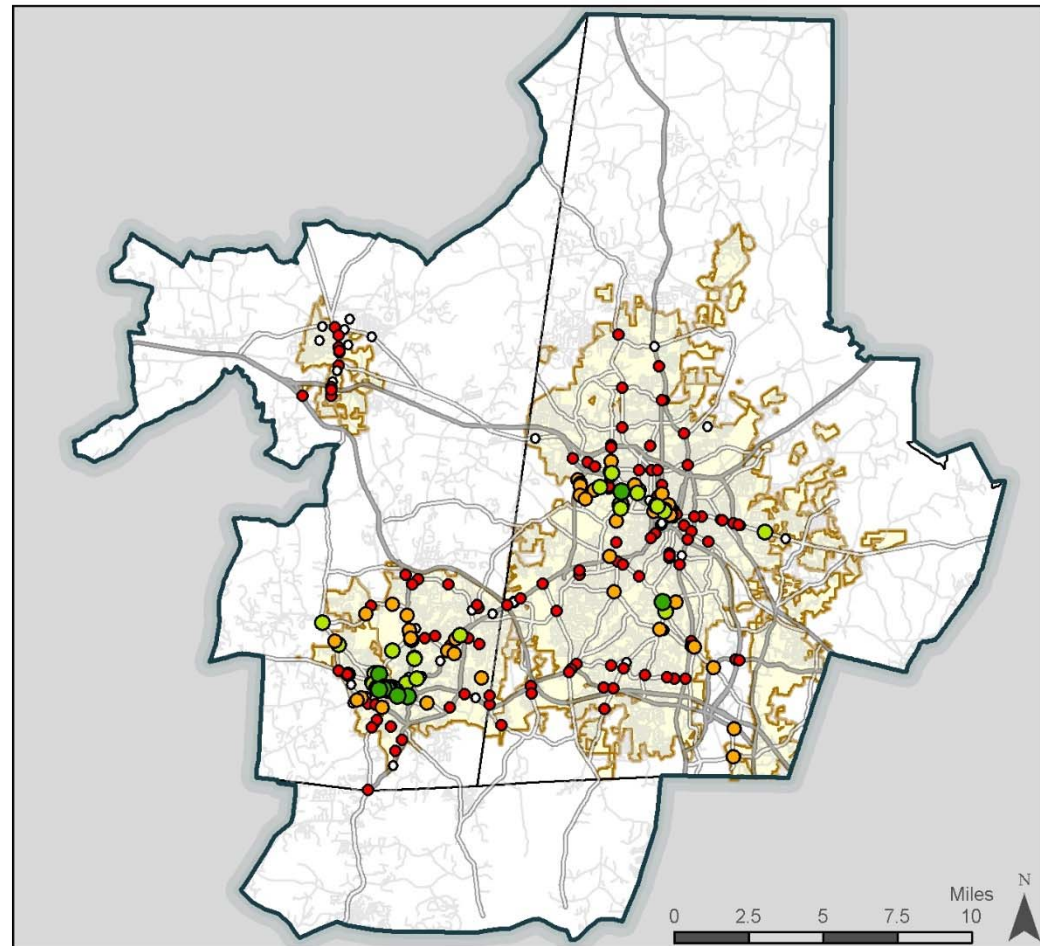
Most of the 135 counts included from 2005 (and earlier) were performed in and around UNC and the Town of Carrboro—and many of these locations **were not revisited** for data collection during 2011 or 2012. Among those historical counts, bicyclist activity ranged from 690 (Weaver St between Oak St and Lindsey St in 2005) to zero (Ephesus Church Rd and Pope Rd in 2005). Because of a lack of repeat data for many of these locations, bicyclist changes over time are difficult to confirm, though the location and amount of new facility mileage suggests that activity likely increased. More counts are needed to provide a better idea of bicyclist activity in the DCHC MPO.

Top 20 Daily Bicyclists Volumes

Bicyclist Activity

Jurisdiction	Count Location	Bicyclist Volume
Carrboro	MERRITT MILL RD AND CAMERON RD	816
Chapel Hill	CAMERON AVE AND PITTSBORO ST	402
Carrboro	LIBBA COTTON BIKE PATH AND ROBERSON ST	340
Chapel Hill	MCCAULEY ST AND RANSOM ST	326
Chapel Hill	SOUTH RD AND RALEIGH ST	322
Chapel Hill	PITTSBORO ST AND MCCAULEY ST	298
Chapel Hill	FRANKLIN ST AND COLUMBIA ST	297
Carrboro	MAIN ST AND JONES FERRY RD	259
Chapel Hill	COLUMBIA ST AND SOUTH RD	241
Carrboro	MAIN ST AND LLOYD ST	240
Carrboro	MAIN ST AND GREENSBORO ST	228
Carrboro	MAIN ST AND WEAVER ST	196
Chapel Hill	COLUMBIA ST AND FRATERNITY COURT	194
Durham	ERWIN RD AND ANDERSON ST	192
Durham	FAYETTEVILLE ST AND COOK RD	192
Chapel Hill	MANNING DR AND RIDGE RD	183
Chapel Hill	FRANKLIN ST AND HENDERSON ST	177
Carrboro	GREENSBORO ST AND WEAVER ST	154
Chapel Hill	SOUTH RD AND STADIUM DR	153
Carrboro	ESTES DR AND GREENSBORO ST	147

These data represent six-hour volume data for bicyclists during three peak periods (AM [7:00 to 9:00], noon [11:00 to 13:00] and PM [16:00 to 18:00])



REPORT CARD – BICYCLIST ACTIVITY

The table below summarizes the findings of key performance measures on bicyclist activity. Historical data on bicyclist activity were not directly applicable to the data collection undertaken as part of this report, so no changes over time are noted.

	Durham	Chapel Hill	Carrboro	Hillsborough	Chatham County
Total Number of Bicyclist Count Locations	143	55	40	18	n/a
Highest Bicyclist Count	192	402	816	10	n/a
Number of Locations with Over 100 Bicyclists	4 (2.79)	1 (1.82%)	9 (22.50%)	0 (0%)	n/a
Number of Locations with Over 25 Bicyclists	46 (37.06%)	21 (38.18%)	23 (57.50%)	0 (0%)	n/a

Data available at the municipal and county level only.

Bicyclist activity was notably lower than any other transportation mode, consistent with nationwide mode shares. Activity was greatest in Carrboro, where the network density is highest (see Report Card – Bicycle Facilities).

These data will be particularly useful as a benchmark against future bicyclist activity data.



What Is It?

The MPO tracks fatalities and injuries from collisions between vehicles and pedestrians or bicyclists on the 95 regionally-significant corridors included in the MPO's Congestion Management Plan (CMP). The data cover the five-year period from January 1, 2008 through December 31, 2012.

Why Does It Matter?

The MPO can reduce crashes, injuries, and fatalities by improving areas with a high crash rate. Therefore, the MPO collects data to identify locations in need of safety improvements, ascertain locations for new pedestrian and bicycle facilities, and assure citizens that facilities are safe.

Results

In the five year period ending 2012, 513 pedestrian or bicyclist collisions were recorded. Of these, 346 (67.4%) involved pedestrians, with **21 resulting in a fatality**. The remaining 167 collisions (32.6%) involving bicyclists and resulted in **2 fatalities**. This number of fatalities (4.4 per year) is far below previous national findings of 2 yearly pedestrian fatalities per 100,000 population⁵, though the CMP corridors make up only a fraction of the region's total roadway miles.

Injuries were reported in 91.8% of all collisions (93% of pedestrians, 90% of bicyclists).

Fatalities were highest in 2008, but have been increasing every year from 2010-2012. Pedestrian injuries have also increased during the same period. However, injuries involving bicyclists remain fairly consistent and are lower than those for pedestrians.

⁵ National Pedstrian Crash Report, NHTS (2008). <http://www-nrd.nhtsa.dot.gov/Pubs/810968.pdf>

SUMMARY:

CONDITIONS WORSENERD



KEY FINDINGS

Collision data collected on 95 regionally-significant corridors.

513 crashes involving bicycles or pedestrians occurred on those corridors during the five-year period.

- 346 pedestrian collisions
 - 93% of collisions reported injury
 - 21 pedestrian fatalities
- 167 bicycle collisions
 - 90% of collisions reported injury
 - 2 bicyclist fatalities

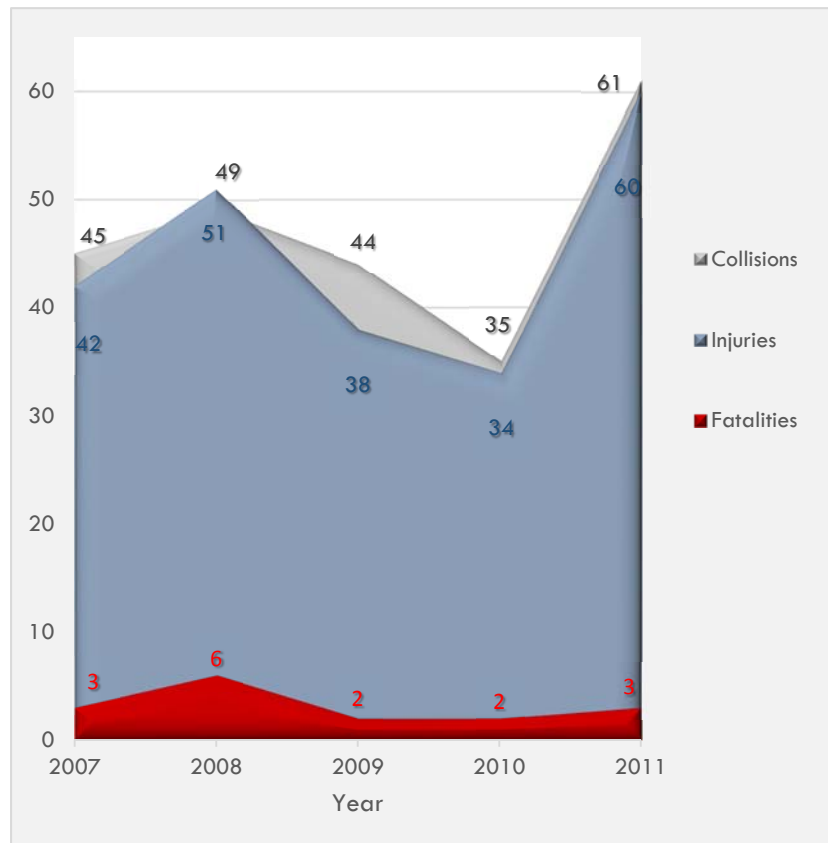
42% of reported crashes were in Downtown Durham, though more fatalities were recorded on South Durham roadways.

There are no clear trends in crashes, injuries, or fatalities over the five-year period.

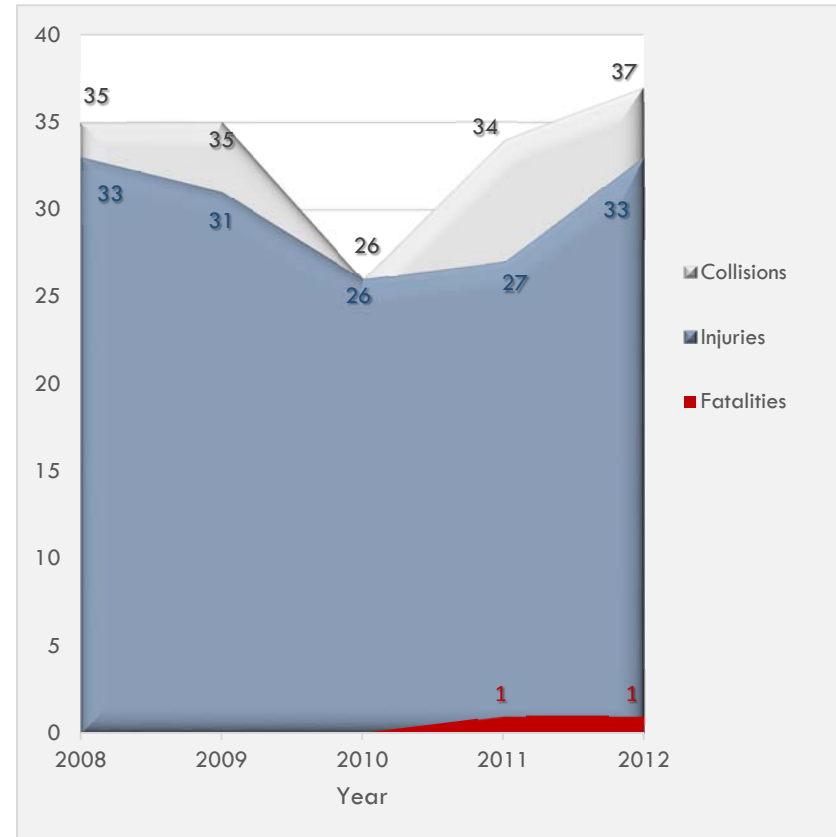
Regionally, South Durham had the highest number of fatalities, followed by Chapel Hill. The highest number of total injuries were recorded in Downtown Durham. This trend followed for injuries to bicyclists and pedestrians.

As data were collected on 95 CMP corridors, system-level trends were able to be highlighted, but because many of the region's bicyclist and pedestrian collisions occur elsewhere, a more refined picture of pedestrian and bicyclist safety could not be determined from the data available.

Pedestrian Collisions, Injuries, and Fatalities - DCHC MPO

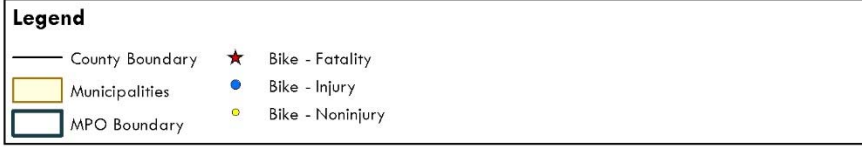
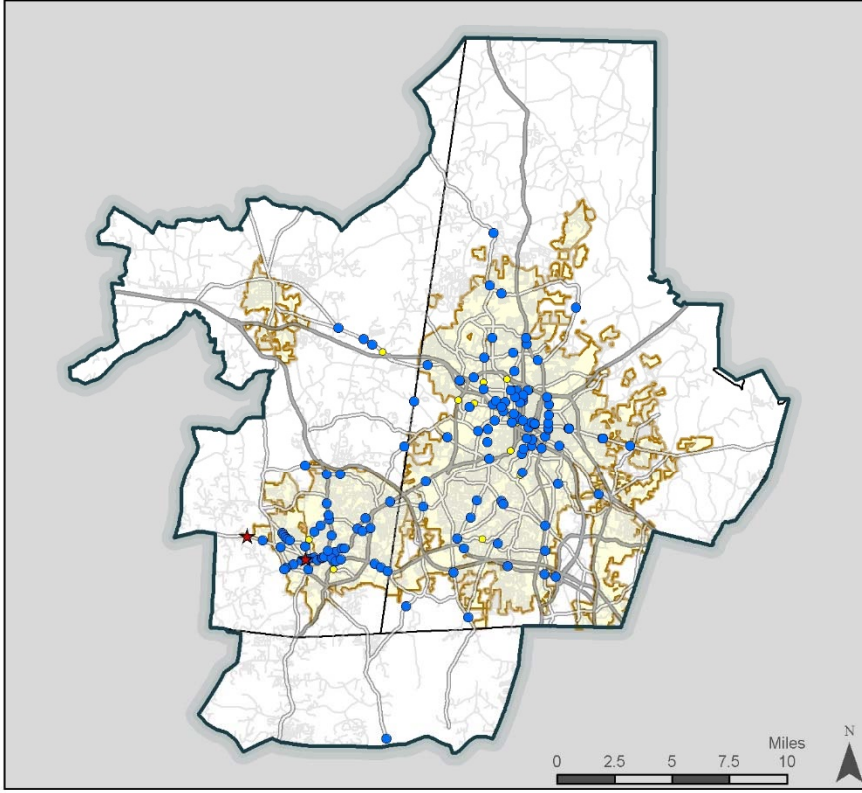
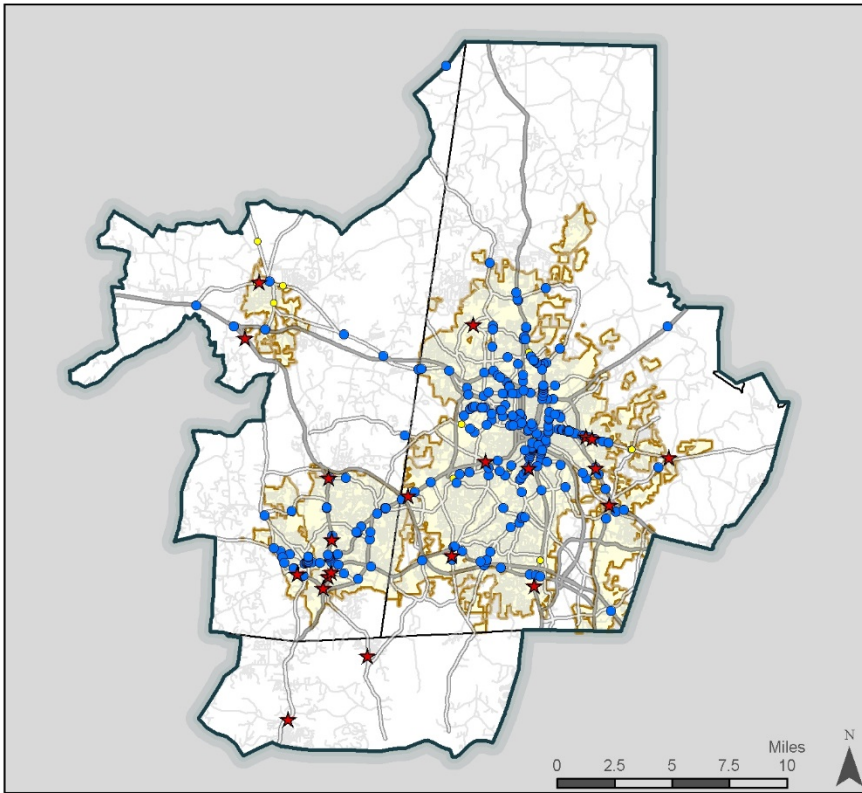


Bicyclist Collisions, Injuries, and Fatalities - DCHC MPO



Pedestrian Collision Map

Bicyclist Collision Map



REPORT CARD – PEDESTRIAN AND BICYCLIST SAFETY

The table below summarizes the findings of key performance measures on pedestrian and bicyclist safety. Historical data on collisions with pedestrians and bicyclists are not available, so no changes are noted.

		North Durham	Downtown Durham	South Durham	Durham Total	Chapel Hill	Carrboro	Hillsborough	Orange County (Unincorporated)	Chatham County
Pedestrians	Total Number Of Collisions	34	155	72	261	44	23	3	16	2
	Total Number of Injuries	32	155	70	117	42	22	0	22	1
	Total Number of Fatalities	1	2	8	11	5	1	1	2	2
	Estimated Cost Of All Collisions	\$19,400	\$112,451	\$59,580	\$191,431	\$30,750	\$8,076	\$2,500	\$63,600	\$7,500
Bicyclists	Total Number Of Collisions	14	60	29	103	36	19	0	8	1
	Total Number of Injuries	13	49	29	91	35	16	0	6	2
	Total Number of Fatalities	0	0	0	0	0	1	0	1	0
	Estimated Cost Of All Collisions	\$8,600	\$30,425	\$371,450	\$410,475	\$12,850	\$6,101	\$0	\$3,600	\$100

Because data were collected only on 95 corridors, the majority of which are within Durham County, the number of collisions, and subsequent injuries, is considerably higher in Durham than for other municipalities. However, without historical comparison data, it is difficult to make any determinations about these findings.

These data will be particularly useful as a benchmark against future safety data.



What Is It?

The MPO region has four fixed route transit service providers: Durham Area Transit Authority (DATA), Chapel Hill Transit (CHT), Duke University Transit, and the Triangle Transit Authority (TTA). Transit services can follow a fixed route and schedule, or they can operate on an as-needed basis. The latter type of service is known as demand-response or paratransit, and is provided for people with disabilities.

Why Does It Matter?

Many people in the DCHC region rely on transit to access their daily needs. The location of routes, service frequency, and the hours of service are all important factors that influence transit mobility and transportation equity for the region.

Results

The region has 75 fixed bus routes with a little more than 2,000 stops. Most agencies within the DCHC MPO cover a large area and provide services to at least two municipalities. Stops for each agency are frequently placed and easily accessible. Each year, the 246 buses that serve these routes and stops travel more than 9.6 million miles. The region also has 83 paratransit buses in operation.

Fares for DATA and TTA (one-way) are at or below national averages, and CHT and Duke University transit are free (except PX on CHT). Weekday transit service began by 6:00am and ended before midnight for most transit agencies; Duke Transit services began around 7:00am and continued to the early-morning hours. For more information on schedules and fares for each agency please visit www.gotriangle.org and the Duke University parking and transportation website.

SUMMARY:

CONDITION CHANGE UNKNOWN



KEY FINDINGS

The region has 75 fixed bus routes with a little more than 2,000 stops.

Each year the 246 buses that serve these routes and stops travel more than 9.6 million miles.

The region also has 83 buses that provide paratransit services.

Duke University Transit and Chapel Hill Transit are both fare-free.

No data were collected for 2005, so changes in transit service provision are unknown.

Transit Service Hours of Operation and Fares, by Agency

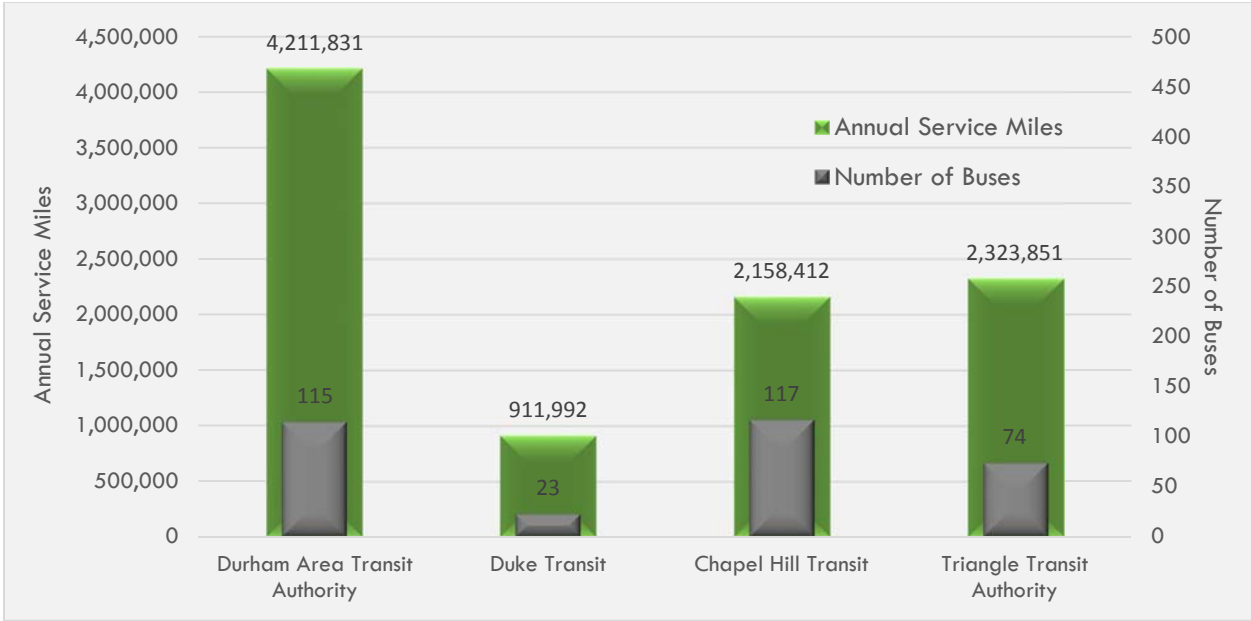
Agency	Weekday		Saturday		Sunday		Fares
	Begin	End	Begin	End	Begin	End	
Durham Area Transit Authority (DATA)	5:30	0:30	5:30	0:30	6:30	19:30	\$1.00
Duke Transit*	7:00	4:00	8:00	4:00	8:00	1:00	FREE
Chapel Hill Transit**	6:00	23:00	8:00	23:00	11:30	23:00	FREE
Triangle Transit Authority (TTA)	6:00	22:20	7:00	18:00	n/a	n/a	\$2.00

*Hours vary by route

**Safe Ride Services end at 02:30 on Thu, Fri and Sat.

DATA provided the most service miles and service hours (including paratransit hours) in the DCHC MPO, followed closely by CHT and TTA. CHT provided the most fixed-route buses, while DATA operated the most paratransit buses (52 buses).

Annual Service Miles and Total Number of Buses



REPORT CARD – TRANSIT SERVICE

The table below summarizes the findings of key performance measures on transit service. Historical data on transit service are not available, so no changes are noted.

	Durham Area Transit Authority	Duke Transit	Chapel Hill Transit	Triangle Transit Authority
Total Number of Stops	1,132	80	585	215
Number of Fixed Routes	21	9	28	17
Annual Service Miles	4,211,831	911,992	2,158,412	2,323,851
Annual Service Hours	240,039	88,772	190,757	132,802
Number of Fixed Route Buses	63	21	98	64
Number of Paratransit Buses	52	2	19	10

DATA is the region’s largest transit system, serving nearly as many annual service miles as Chapel Hill Transit and TTA combined. It is also the most robust demand-response service provider. However, the service hours relative to service miles operated by Chapel Hill Transit and Duke Transit emphasize their extensive hours of operation.



What Is It?

Ridership measures the number of times a trip is made using public transit. It is transit's version of traffic volume. As such, it is one of the most important measures that transit agencies track.

Why Does It Matter?

Transportation planners use these data for each route or bus stop to make service improvements. The ridership for a route may determine what type of equipment the agency uses. For example, high ridership may cause an agency to add buses, use larger buses, or even upgrade the route to an entirely different type of transit, such as light rail. Ridership data also help planners identify new or alternate routes in order to better serve a community's transit needs.

Results

In 2012, the region's four transit agencies carried about **17.5 million riders on fixed-route services** and about **365,000 passengers on paratransit. Transit accounted for 3.5% of all trips on CMP corridors**, below the national average of 5.0%.⁶

Transit plays a key role in the region in helping people access the Duke and UNC campuses.

- The Duke University bus between the East and West campuses had the highest ridership of any route in the region, with about 1.3 million riders per year. The campuses are among the densest centers of activity in the region.
- Chapel Hill Transit's J route had the highest ridership in the system. It connects Carrboro with the UNC campus.

Chapel Hill Transit had the highest ridership with 6.7 million riders. This amounted to 39 percent of the region's fixed route riders, yet CHT provides only 22 percent of the region's service miles.

⁶ 2011 American Community Survey 1-year estimate

SUMMARY:

CONDITIONS IMPROVED



KEY FINDINGS

The regions' four transit agencies carried about 17.5 million riders in 2012.

Paratransit handled about 365,000 passengers

Ridership increased between 2011 and 2012:

- DATA ridership increased by 11%
- TTA ridership increased by 10%
- Chapel Hill Transit ridership had little change

Chapel Hill Transit had the highest ridership with 6.7 million riders.

The Duke University bus between East and West campus was the highest-ridership route. at 1.3 million riders.

This is likely because CHT is fare-free for all users, and service can be consolidated around a limited number of high-traffic destinations, such as downtown and UNC's campus.

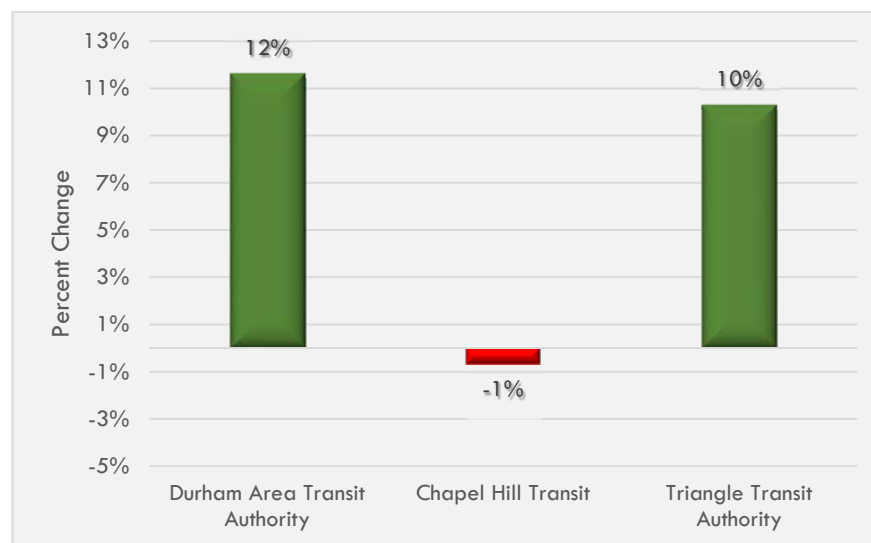
Triangle Transit Agency (TTA) ridership was the lowest among all transit agencies. Most commuters use the TTA for short commutes and park-and-ride ridership.

Ridership data were collected for FY 2011 and 2012. DATA ridership increased by more than 11 percent, and TTA ridership increased by more than 10 percent between 2011 and 2012. Chapel Hill Transit ridership had a slight decline, though it retained the highest ridership in the region.

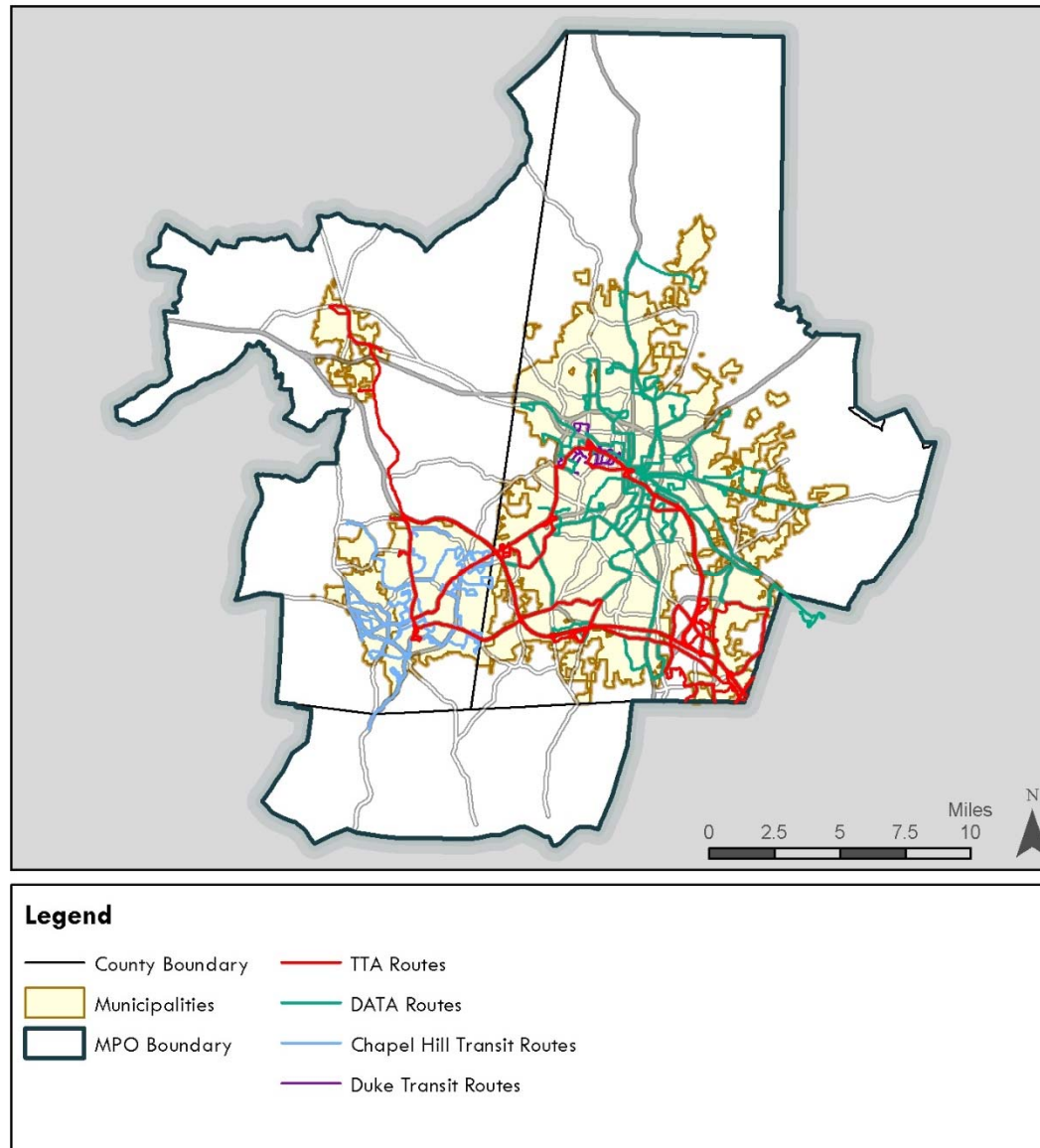
FY 2012 Transit Ridership by Transit Agency

Agency	Fixed-Route Ridership	Demand Ridership	Annual Ridership
Durham Area Transit Authority (DATA)	6,314,044	113,046	6,427,090
Duke Transit	3,004,177	2,314	3,006,491
Chapel Hill Transit	6,881,692	62,375	6,944,067
Triangle Transit Authority (TTA)	1,423,245	29,170	1,452,415
Totals	17,490,688	365,531	17,856,219

Ridership Changes 2011-2012



Fixed Route Transit Map



REPORT CARD – TRANSIT RIDERSHIP

The table below summarizes the findings of key performance measures on transit ridership. Where possible, changes over time have been noted: cells marked in red indicate deteriorating conditions, cells in green show improving conditions, and cells in white are unchanged, unknown, or not applicable.

	Durham Area Transit Authority	Duke Transit	Chapel Hill Transit	Triangle Transit Authority
Number of Riders on Fixed-Route Service	6,314,044	3,004,177	6,881,692	1,423,245
Number of On-demand Riders	113,046	2,314	62,375	29,170
Total Annual Ridership	6,427,090	3,006,491	6,944,067	1,452,415
Change in Annual Ridership from 2011-2012	672,038 (11.68%)	n/a	-46,965 (-0.67%)	136,126 (10.34%)

Transit ridership increased dramatically for DATA and TTA, but had a small decrease on Chapel Hill Transit. Chapel Hill Transit remains the service with the highest ridership, despite these changes. Overall, there is clearly an increased emphasis on transit use by the region’s residents.



What Is It?

The measures presented to this point each focus on a particular mode (vehicles, pedestrians, bicycles, and transit). In order to gain a better understanding of how people are traveling through the region's key corridors, the MPO estimated the number of people using each mode based on the counts described in the preceding sections.

Why Does It Matter?

Transportation is evolving from a past in which planners focused on mobility for automobiles to a future in which planners are focused on mobility for people. By studying multi-modal mobility, the MPO is recognizing the importance of all modes and collecting data that can help the MPO prioritize projects that make corridors better for all users. For example, poor vehicular level of service may suggest the need for roadway improvements if nothing else is known about a corridor. But if that corridor also has significant bicycle or pedestrian volumes, then this level of service may not need to be improved. The fuller the picture obtained of transportation corridors in the region, the better equipped DCHC is to accurately identify and address transportation needs.

Results

Despite growth in transit, bicycle, and pedestrian travel in the region, people in automobiles represented about 93 percent of travelers on the region's busiest corridors. Chapel Hill had the best balance among modes; only 85 percent of people were traveling in automobiles. Corridors near the region's major universities tend to have a greater balance between modes, but automobiles still carry the majority of users on nearly every corridor.

Five corridors in the region had more than 25% of travelers using non-auto modes, as shown below. Conversely, 16 corridors were used exclusively by automobiles, with at least one such corridor in every county.

SUMMARY:

CHANGE UNKNOWN



KEY FINDINGS

Automobiles account for 93 percent of travelers on the region's CMP corridors:

- Orange County: 92% automobile, 5% transit, 2% walk, <1% bike
- Durham: 94% automobile, 2% transit, 3% walk, <1% bike
- Chatham County: 99% automobile, 1% transit

Some corridors were much less auto-dependent:

- E Main St (Durham): 49% auto
- Erwin Rd (Durham): 64% auto
- S Columbia (Chapel Hill): 71% auto
- Manning Dr (Chapel Hill) 70% auto

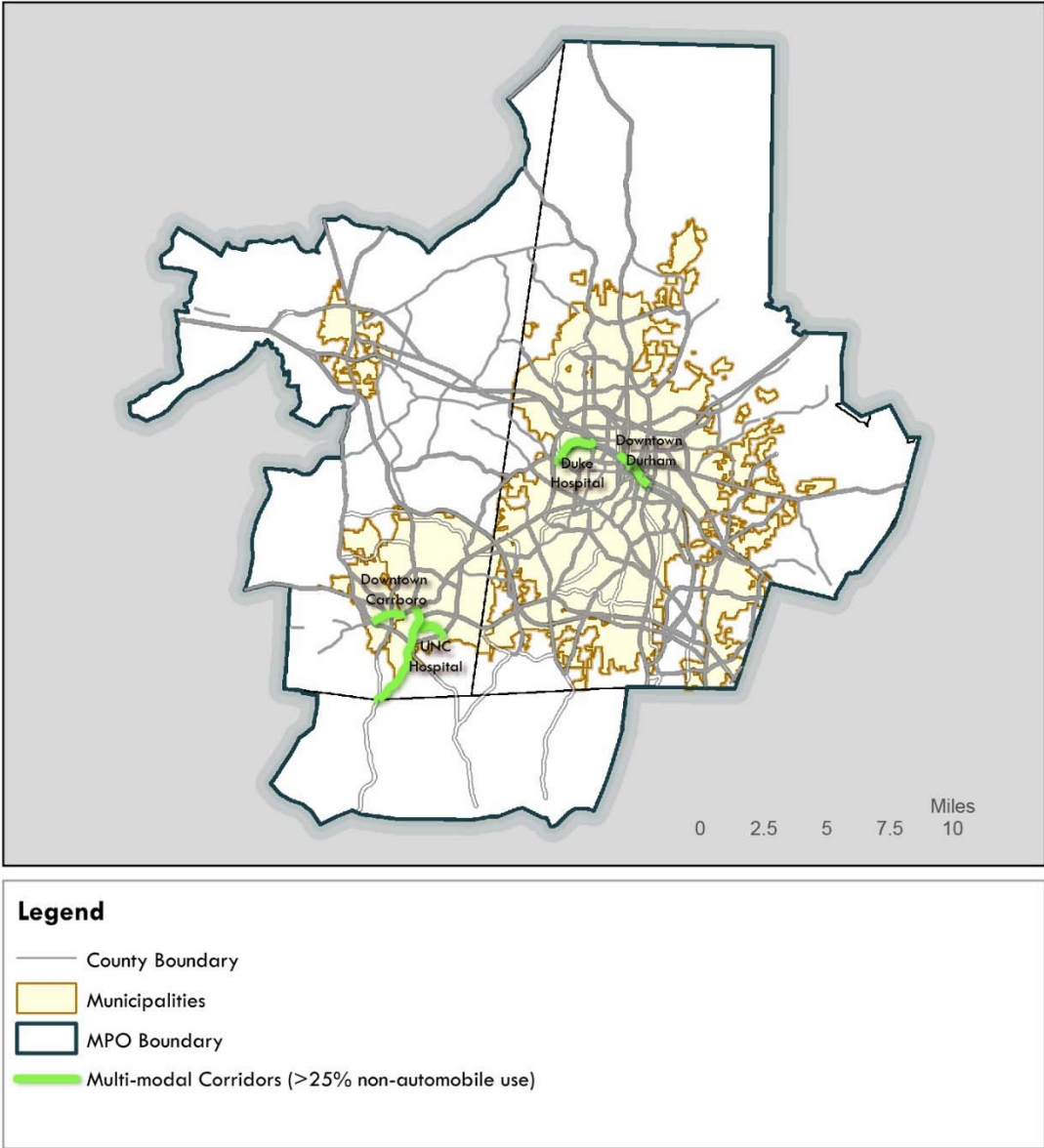
Multimodal Corridors

Municipality	Corridor	Endpoints	Total Users	Mode							
				Auto		Transit		Pedestrian		Bicycle	
				Users	% Total	Users	% Total	Users	% Total	Users	% Total
Durham	Erwin Rd / Cameron Blvd	W Main St to US 15-501 Bypass	31,137	19,796	64%	1,767	6%	8,898	29%	676	2%
Durham	E Main St	N Buchanan Blvd to NC 55 / Alston Ave	16,696	8,118	49%	4,732	28%	3,617	22%	229	1%
Chapel Hill	S Columbia St / US 15-501 S	Smith Level Rd to Franklin St	31,297	22,145	71%	9,070	29%	72	0%	10	0%
Chapel Hill	Manning Dr	S Columbia St to Fordham Blvd	26,833	18,846	70%	6,518	24%	1,426	5%	43	0%
Carrboro	Main St	NC 54 to Merritt Mill Rd	20,602	13,990	68%	1,228	6%	3,909	19%	1,475	7%

Excluding major, uninterrupted facilities (interstates, US 15-501, etc.), the corridors with the 10-highest total users were very similar to the corridors with the 10-highest numbers of automobile users; only S Columbia St, Erwin Rd/Cameron Blvd and Hillandale Rd/Fulton St were not in the top-10 automobile users.

Results from this chapter underscore the importance of a multimodal approach to transportation engineering and planning. While, for all counties, corridor use was nearly entirely by automobile (92 to 99%), finer-scale differences—among municipalities in Orange County, for instance—uncover large differences in user needs.

Multimodal Corridors



REPORT CARD – MULTI-MODAL MOBILITY AND THROUGHPUT

The table below summarizes the findings of key performance measures of multi-modal mobility and throughput. Historical data on multi-modal mobility were not available, so no changes over time are noted.

	North Durham	Downtown Durham	South Durham	Durham Total	Chapel Hill	Carrboro	Hillsborough	Chatham County
Total Number of Transportation Users	n/a	n/a	n/a	1,110,787	280,062	136,255	65,912	33,626
Number (%) Automobile Users	n/a	n/a	n/a	1,045,350 (94.11%)	240,474 (85.86%)	120,979 (88.79%)	64,899 (98.46%)	33,331 (99.12%)
Number (%) Transit Users	n/a	n/a	n/a	26,493 (2.39%)	33,100 (11.82%)	4,327 (3.18%)	57 (0.09%)	257 (0.76%)
Number (%) Pedestrians	n/a	n/a	n/a	34,085 (3.07%)	5,557 (1.98%)	7,437 (5.46%)	908 (1.38%)	32 (0.10%)
Number (%) Bicyclists	n/a	n/a	n/a	4,859 (0.43%)	931 (0.33%)	3,512 (2.58%)	48 (0.07%)	6 (0.02%)
Number of Multimodal Corridors (25%+ non-auto travel)				2	2	1	0	0

Note: Table does not include I-40 or I-85.

The DCHC MPO region is still dominated by vehicular travel, though that is slightly less the case in smaller, compact areas like Chapel Hill and Carrboro, and, likely, Downtown Durham. There are still very few multimodal corridors, where more than 25% of travelers use transit, bicycles, or walk. Hillsborough and Chatham County have no such corridors.

In general, these data will be most useful as a benchmark against future data findings.

N C MUTUAL LIFE N C MUTUAL LIFE

www.dhcmpo.org

Performing Arts Center
Bus Station
Train Station
EXIT 13

SPEED LIMIT
55

MEMORANDUM

To: DCHC MPO Board
From: DCHC MPO Lead Planning Agency
Date: August 13, 2014
Subject: **Lead Planning Agency (LPA) Staff Report**

This memorandum provides a summary status of tasks for projects in the FY 2013-2014 Unified Planning Work Program.

- Indicates that task is ongoing and not complete.
- ✓ Indicates that task is complete.

FY 2014-2015 Unified Planning Work Program (UPWP) – Projects

Comprehensive Transportation Plan (CTP)

- Alternative Analysis – January 2015
- Draft CTP to Local Jurisdictions - April 2015
- MPO Adopt CTP – June 2015
- NCDOT BOT – September 2015
- Final CTP documentation and distribution – October 2015

MPO Community Viz. Scenarios Planning and Visualization -2.0

- Field verification & Validation of data – May to August 2014
- Model/Scenario Building – FY 2015

2014/2015 Base Year Data Collection (Traffic/Travel Time/Crash/Transit)

- Data collection (Volume/Trucks/Travel Time/Speed) – Fall 2014/Spring 2015
- Transit data collection – Fall 2014/Spring 2015

GIS Online (AGOL)/Data Management

- AGOL integration with the DCHCMPO Website – September 2014
- Portal for public interactive mapping –On going

MPO Congestion Management Process CMP

- Congestion monitoring – Continuously – On going

MPO Website Update

- Mapping integration
- Content Editor & System Administration Training
- Quality Assurance & Technology Transfer
- Launch Stage
- Post Launch Services

Triangle Regional Model Update

- Household Survey – Pilot October 2014-March 2015
- Onboard Transit Survey – Pilot October 2014-March 2015
- Parking Survey – underway

Prioritization 3.0/STI/ FY 2016-22 TIP

- ✓ Approval of points – August 13, 2014
- Submission of points to NCDOT – August 29, 2014

MAP-21 Performance Measurement

Draft TIP

Regional Freight Plan

Regional/State Coordination

Contract Number: C202507	Route: I-540
Physical Division: 5	County: Durham
Administrative Division: 15	TIP Number: R-2635, U-4763B
Length: 18.8 miles	Federal Aid Number: TIFIA-540(2)
Resident Engineer: George C. Gibson, PE	RE Phone Number: (919)571-3000
Location Description: NC-540 FROM NC-55 NEAR APEX TO NC-54 NEAR RTP AND NC-147 FROM I-40 TO NC-540.	
Type of Work: DESIGN-BUILD LANDSCAPING.	
Contractor Name: SOUTHERN GARDEN, INC.	
Contract Amount: \$4,800,000.00	Cost Overrun/Underrun:
Availability Date: 8/15/2011	Letting Date: 4/21/2011
Completion Date: 7/1/2015	Work Began: 8/15/2011
Revised Completion Date:	Estimated Completion:
Last Estimate Thru:	Scheduled Progress:
Last Estimate Paid:	Actual Progress:

Contract Number: C202875	Route: I-540
Physical Division: 5	County: Durham
Administrative Division: 5	TIP Number: I-5307, I-5310
Length: 17.133 miles	Federal Aid Number: IM-0540(23)
Resident Engineer: Michelle H. Gaddy, PE	RE Phone Number: (919)840-0914
Location Description: I-540 FROM I-40 OVERPASS TO TRIANGLE TOWN BLVD, AND TRIANGLE TOWN BLVD FROM I-540 TO NEW ASPHALT PAVEMENT JOINT.	
Type of Work: MILLING, RESURFACING, SHOULDER RECONST, AND STR REHAB.	
Contractor Name: FSC II LLC DBA FRED SMITH COMPANY	
Contract Amount: \$8,384,157.45	Cost Overrun/Underrun: -4%
Availability Date: 2/27/2012	Letting Date: 1/17/2012
Completion Date: 11/15/2012	Work Began: 2/27/2012
Revised Completion Date: 4/4/2013	Estimated Completion: 4/15/2014
Last Estimate Thru: 3/22/2014	Scheduled Progress: 100%
Last Estimate Paid: 3/27/2014	Actual Progress: 98.56%

Contract Number: C203128	Route: SR-1978
Physical Division: 5	County: Durham
Administrative Division: 5	TIP Number: U-4716, U-4716A, U-4716B, U-4716C
Length: 4.203 miles	Federal Aid Number: FRA-FR-HSR-0006-10-01-00
Resident Engineer: Michelle H. Gaddy, PE	RE Phone Number: (919)840-0914
Location Description: CLEGG PASSING SIDING & HOPSON RD GRADE SEPARATION AND CLOSING OF AT-GRADE RR CROSSINGS.	
Type of Work: GRADING, DRAINAGE, PAVING, STRUCTURE & TRACKBED.	
Contractor Name: FSC II LLC DBA FRED SMITH COMPANY	
Contract Amount: \$10,900,447.15	Cost Overrun/Underrun: 22.03%
Availability Date: 12/31/2012	Letting Date: 11/20/2012
Completion Date: 12/28/2015	Work Began: 1/30/2013
Revised Completion Date: 10/21/2016	Estimated Completion: 12/28/2015
Last Estimate Thru: 7/7/2014	Scheduled Progress: 90%
Last Estimate Paid: 7/15/2014	Actual Progress: 67.8%

Contract Number: C203273	Route:
Physical Division: 5	County: Durham
Administrative Division: 5	TIP Number:
Length: 1.189 miles	Federal Aid Number:
Resident Engineer: E. Boyd Tharrington, PE	RE Phone Number: (919)562-7000
Location Description: REPLACEMENT OF 4 BRIDGES IN DURHAM CO, 3 BRIDGES IN GRANVILLE CO AND 1 BRIDGE IN VANCE CO.	
Type of Work: DESIGN BUILD.	
Contractor Name: FSC II LLC DBA FRED SMITH COMPANY	
Contract Amount: \$8,800,000.00	Cost Overrun/Underrun: 0%
Availability Date: 4/29/2013	Letting Date: 3/19/2013
Completion Date: 9/30/2016	Work Began: 4/29/2013
Revised Completion Date:	Estimated Completion: 9/30/2016
Last Estimate Thru: 7/31/2014	Scheduled Progress: 15.71%
Last Estimate Paid: 8/4/2014	Actual Progress: 15.71%

Contract Number: C203473	Route: US-70
Physical Division: 5	County: Durham
Administrative Division: 5	TIP Number:
Length: 20.44 miles	Federal Aid Number:

Resident Engineer: Alan W. Shapiro, PE	RE Phone Number: (919)220-4680
Location Description: 1 SECTION OF US-70, US-70 BUS, NC-98/US-70 BUS, NC-751, AND NC-55, AND 4 SECTIONS OF SECONDARY ROADS.	
Type of Work: MILLING, RESURFACING, AND SHOULDER RECONSTRUCTION.	
Contractor Name: THE LANE CONSTRUCTION CORP	
Contract Amount: \$4,249,573.80	Cost Overrun/Underrun: 2.18%
Availability Date: 3/10/2014	Letting Date: 12/17/2013
Completion Date: 11/14/2014	Work Began: 3/10/2014
Revised Completion Date:	Estimated Completion: 11/14/2014
Last Estimate Thru: 6/30/2014	Scheduled Progress: 53.2%
Last Estimate Paid: 7/8/2014	Actual Progress: 55.7%

Contract Number: C203512	Route: SR-1671
Physical Division: 5	County: Durham
Administrative Division: 5	TIP Number:
Length: 0.034 miles	Federal Aid Number:
Resident Engineer: Alan W. Shapiro, PE	RE Phone Number: (919)220-4680
Location Description: BRIDGE #193 ON SR-1671 (E CLUB BLVD) OVER I-85.	
Type of Work: BRIDGE REHABILITATION.	
Contractor Name: PALMETTO INFRASTRUCTURE INC	
Contract Amount: \$1,250,683.35	Cost Overrun/Underrun: 2.13%
Availability Date: 5/1/2014	Letting Date: 3/18/2014
Completion Date: 11/30/2014	Work Began: 5/7/2014
Revised Completion Date:	Estimated Completion: 11/30/2014
Last Estimate Thru: 6/30/2014	Scheduled Progress: 28%
Last Estimate Paid: 7/8/2014	Actual Progress: 30.96%

Let (B)	TIP Sub No.	Div	Let Type	Description	Con Est	ROW Est	Status
07/14	U-4726HL	5	NON - DOT LET (Local)	DURHAM - SIDEWALK ON BARBEE STREET BETWEEN THE EXISTING SIDEWALK AT PEARSONTOWN ELEMENTARY SCHOOL AND ORINDO DRIVE; ANDSIDEWALK IN FORMER FAYETTEVILLE STREET RIGHT OF WAY TO CONNECT THE DURHAM AREA TRANSIT AUTHORITY (DATA) ADMINISTRATIVEOFFICES WITH GEER STREET	\$39,400		Proposal not received from City for review yet
09/14	C-4928	5	NON - DOT LET (Congestion Mitigation)	DURHAM - MORREENE ROAD FROM NEAL ROAD TO ERWIN ROAD	\$1,990,000		Need Final Plans and Proposal from City
09/14	C-5178	5	NON - DOT LET (Congestion Mitigation)	DURHAM - CAMPUS WALK AVENUE, MORREENE ROAD TO LASALLE STREET AND LASALLE STREET, KANGAROO DRIVE TO ERWIN ROAD CONSTRUCTSIDEWALKS	\$336,000		Need Final Plans and Proposal from City
09/14	U-4724	5	NON - DOT LET (Bicycle and Pedestrian)	DURHAM - CORNWALLIS RD FROM SOUTH ROXBORO RD TO UNIVERSITY DR	\$2,156,000		Need Final Plans and Proposal from City
10/14	U-0071	5	Raleigh Letting (LET)	DURHAM - EAST END CONNECTOR FROM NORTH OF NC 98 TO NC 147 (BUCK DEAN FREEWAY)	\$140,700,000	\$24,950,000	
01/15	EB-4707B	5	Division Design Raleigh Let (DDRL)	DURHAM/CHAPEL HILL - SR 2220 (OLD DURHAM CHAPEL HILL ROAD) FROM SR 1113 (POPE ROAD) TO SR 1116 (GARRETT ROAD)	\$5,150,000		In R/W Acquisition
01/15	EB-5514	5	NON - DOT LET (Bicycle and Pedestrian)	UNIVERSITY DRIVE (SR 2220, NC 751, SR 1183) FROM SR 2220 OLD CHAPEL HILL ROAD) TO SR 1158 (WEST CORNWALLIS ROAD)	\$1,025,000		Need Final Plans and Proposal from City
04/15	U-3308	5	Raleigh Letting (LET)	DURHAM - NC 55 (ALSTON AVENUE) FROM NC 147 (I. L. "BUCK" DEAN FREEWAY) TO NORTH OF US 70 BUSINESS - NC 98 (HOLLOWAY STREET)	\$30,900,000	\$3,869,000	
04/15	W-5205N	5	Division POC Let (DPOC)	US 15/501 (UNIVERSITY DRIVE) AT SUMMIT STREET/FORESTWOOD DRIVE	\$45,600		
09/15	C-5182	5	NON - DOT LET (Congestion Mitigation)	DURHAM - HOPE VALLEY ROAD CONSTRUCT SIDEWALKS AND BIKE LANES BETWEEN MARTIN LUTHER KING, JR. BOULEVARD PARKWAY AND US 15-501 BUSINESS	\$1,252,000	\$134,000	
09/15	C-5183A	5	NON - DOT LET (Congestion Mitigation)	DURHAM - CONSTRUCT SIDEWALKS	\$972,000		
09/15	C-5183B	5	NON - DOT LET (Congestion Mitigation)	DURHAM - CONSTRUCT SIDEWALKS	\$1,254,000		
09/15	EB-4707A	5	Division Design Raleigh Let (DDRL)	DURHAM/CHAPEL HILL FROM US 15/501 IN ORANGE COUNTY TO SR 1113 (POPE ROAD) IN DURHAM COUNTY BICYCLE, PEDESTRIAN AND TRANSIT IMPROVEMENTS	\$2,950,000	\$2,650,000	
08/16	I-5331	5	Division POC Let (DPOC)	INTERSTATE PREVENTATIVE MAINTENANCE (IMPM) I-85 FROM NORTH OF MP 183 TO THE GRANVILLE COUNTY LINE	\$250,000		
09/16	U-5517	5	Raleigh Letting (LET)	NC 54 FROM SR 1110 (FARRINGTON ROAD) TO I-40 EASTBOUND ENTRANCE RAMP IN DURHAM	\$1,300,000	\$300,000	
03/17	I-5334	5	Division Design Raleigh Let (DDRL)	I-85 FROM SOUTH OF US 15-501 TO NORTH OF US 70	\$3,000,000		
06/17	B-4943	5	Raleigh Letting (LET)	RELPLACE BRIDGE 20 OVER DIAL CREEK ON SR 1616	\$700,000	\$92,000	

08/17	U-5516	5	Raleigh Letting (LET)	FROM US 501 (ROXBORO ROAD) TO SR 1448 (LATTA ROAD) / SR 1639 (INFINITY ROAD) IN DURHAM	\$2,100,000 Technical Committee	\$2,000,000	8/27/2014 Attachment 16
02/15	Small Constr.	5	Division POC Let (DPOC)	Barbee Rd at Herndon Rd - RBT	\$630,000	\$150,000	Need Utility Agrmt. with City
03/15	SS-4905BI	5	Division POC Let (DPOC)	SR 1004 (Old Oxford Road) at SR 1648 (Danube Lane)	\$375,000	\$44,000	R/W 75%, Utility Eng. 50%
05/15	SS-4905BM	5	Division POC Let (DPOC)	Carver St. (SR 1407) at Broad St./Kenan Rd. - Mini-Roundabout	\$320,000	\$33,000	R/W 5%
07/14	EB-4411D	5	Division POC Let (DPOC)	Paved Shoulders on Barbee Chapel Rd, Farrington Rd, & Stagecoach Rd w/ left-turn lane at Farrington Mill Rd.	\$1,400,000	\$30,000	Awarded Contract
	SS 4906BP 43696.1.1 43696.3.1	5	Division annual needs contract	Upgrade SR 1327 (Gregson St) at Club Blvd replace existing ped heads, add flashing yellow arrows, remove concrete island in NW quadrant, cut back islands on north and west legs Revised Scope to (1) SR 1327 (Gregson St) at Peabody Install traffic signal (2) SR 1327 (Gregson St) between I-85 NB off ramp and Entrnace to Northgate Mall	\$36,000	N/A	Signal work is complete at Gregson and Club. Contractor to start concrete work at Mall Entrance 9/2/14 Plans received for Gregson and Peabody. Awaiting NCRR permission to place poles in RW
	SS 4905BT 43783.1.1 43783.3.1	5	Division annual needs contract	Upgrade traffic signal to flashing yellow arrow on EB Club Blvd and Duke St. Install pedestrian accomodations on all legs of the intersection. Scope changed to add US 15-501 Bus (Roxboro St) at Pettigrew St At US 15-501 Bus/Pettigrew - revise traffic signal to include over height Preempt, LED Blankout sign and metal poles and mast arms	\$36,000	N/A	EB Club Blvd and Duke St 100% Complete waiting for final inspection Waiting for plans for Roxboro and Pettigrew Awaiting NCRR permission to place poles in RW
	Developer 36249.3312	5	Developer	Signal upgrade/modifications as part of BCBS TIA requirements	\$5,000 review cost	N/A	Plans not yet reviewed

NCDOT DIV 7 ACTIVE PROJECTS LOCATED IN DCHCMPO

Technical Committee 8/27/2014 Attachment 16

TIP/WBS #	Description	Let Date	Completion Date	Contractor	Status	Cost	Comments
EB-4411E 36333.3.FD5	Install 2 ft. paved shoulders (including resurfacing) along both sides of NC 86 between Whitfield Rd. and US 70 Business in Orange County	2/20/2014, Available 5/12/14	9/12/2014	Carolina Sunrock, LLC	15% Complete 15% Schedule	\$500,000	Bike/Ped enhancement
ER-2971G 3607.3.13	Construct sidewalks on SR 1900 (Mason Farm Road) from US 15/501 (Fordham Blvd.) to Highland Woods Road in Chapel Hill .	Pending coordination with Town of CH	Pending coordination with Town of CH		R/W Certification complete, Construction Authorization pending	\$30,000	Division Enhancement; MA w/TOCH, LGA
I-5312 47033.3.FS1	Mill & Resurface I-85 from east of I-40 to the Durham County Line.	10/15/2013	9/8/2014	Carolina Sunrock, LLC	16%Complete 20% Schedule	\$2,281,289	TIP
SS-4907V 42423.1 42423.2 42423.3	Realign intersection of SR 1005 (Old Greensboro Rd.) @ SR 1951 (White Cross Rd.)	Pending results from re-design and scope	Pending results from re-design and scope		Alternate Design in progress. Need construction estimate.	\$33,000 PE \$15,000 ROW \$150,000 CON	State Spot Safety, Need Public Workshop
SS-4907BE 44194.3.1	SR 1010 (Franklin Street) between Boundary Street and Deming Road in Chapel Hill . Initial construction funds are needed for installation of curve warning signs, chevrons, pavement markings, snowplowable markers, and sign post delineators.	TBD	TBD	State Forces	Schedule work will be determined	\$12,800	State Spot Safety
U-0624 C203175 34762.3.4	Widening , Grading, Drainage, Paving & Signals on NC 86 (S. Columbia St.) From SR -1906 (Purefoy Rd) to SR 1902 (Manning Dr) in Chapel Hill .	10/16/2012	1/1/2015	Triangle Grading & Paving, Inc.	83%Complete 100% Schedule	\$4,565,147	TIP
U-2803 C203028 34860.3.1	Widening of SR 1919 (Smith Level Road) from Rock Haven Road to Bridge # 88 over Morgan Creek in Carrboro .	12/18/2012	5/14/2015	Yates Construction, Inc.	37% Complete 65% Schedule	\$4,946,197	TIP, Utility conflicts cleared, roadwork has resume
U-3306 C202266 34913.3.ST1	Grading, Drainage, Paving, Signals, Curb, and Gutter and Retaining Walls on SR 1733 (Weaver Dairy Road) From NC 86 to Old Sterling Road in Chapel Hill .	7/20/2010	Estimated 8/1/14 due to extra work, Partial acceptance pending.	Yates Construction, Inc.	99% Complete 100% Schedule	\$9,584,886	ARRA / TIP

W-5207E 45337.3.FD5	Installation of a roundabout on SR 1734 (Erwin Rd.) and SR 1791 (Mt. Moriah Rd.) near Chapel Hill	10/17/2013	2/5/2015	Triangle Grading & Paving, Inc.	39% Complete 20% Schedule	2014 Attachment #16 \$640,000	High Hazard Safety
W-5207I 45337.1.9 45337.2.FD9 45337.3.FD9	SR 1005 (Jones Ferry Road) and Davie Street in Carrboro. Sidewalks, intersection improvements, traffic signal, median on Jones Ferry with bike lanes.	11/1/2014	Fall 2015		R/W acquisition underway, Availability in Spring 2015.	\$50,000 PE \$75,000 R/W \$600,000 CON	High Hazard Safety, Need more PE funding
W-5318 C203193	Geometric Improvement, Paved Shoulders, Resurfacing and Rumble Strips on NC 86 from NC 57 to Caswell Co. line.	2/19/2013	Accepted 12/30/13	Carolina Sunrock, LLC	100% Complete 100% Schedule. Pending RTE inspection and remedial paving.	\$4,750,000	High Hazard Safety
44229	Signal modification, enlarge radius and construct taper for right turn lane at the intersection of US 70 onto SR 1567 (Mt Hermon Church Rd)		Fall 2014	State Forces	Work by State Forces, Traffic waiting for new pole location	\$100,000	Small Construction

NCDOT DIV 7 FUTURE PROJECTS LOCATED IN DCHCMPO

TIP/WBS #	Description	Let Date	Completion Date		Status	Cost	Comments
SS-4907AZ 43987.1.FR1 43987.3.1	NC 86 (Churton Street) at SR 1150/SR 1002 (King Street), and NC 86 (Churton Street) at Margaret Street. Initial construction funds are needed for traffic signal and curb ramp revisions. West side improvements - funds pending	Pending coordination with Town of Hillsborough and SHPO	Pending coordination with Town of Hillsborough and SHPO		Plans are being reviewed by District, Coordinate with Town's streetscape project. Administration of project to be determined.	\$3,000 PE \$37,600 CON	Spot Safety-State (ADA curb ramp). Combine with Small Construction on west side of NC86, Additional funds approved for PE?
44227	Grading, curb & gutter, crosswalks and signal modifications on the west side of NC 86 /US 70 Bus. (South Churton Street) from Tryon Street to just south of Margaret Street in Hillsborough.	Pending coordination with Town of Hillsborough and SHPO	Pending coordination with Town of Hillsborough and SHPO		Coordinate with Town's streetscape project. Administration of project to be determined.	\$245,000	Small Construction

W-5207E 45337.3.FD5	Installation of a roundabout on SR 1734 (Erwin Rd.) and SR 1791 (Mt. Moriah Rd.) near Chapel Hill	10/17/2013	2/5/2015	Triangle Grading & Paving, Inc.	39% Complete 20% Schedule	Attachment 16 \$640,000	High Hazard Safety
44247	Grading, curb & gutter, crosswalks and bus pull-out on NC 86 / US 70 Bus. (South Churton Street) from Eno River Bridge to just south of Margaret Street in Hillsborough.	Pending coordination with Town of Hillsborough and SHPO	Pending coordination with Town of Hillsborough and SHPO		Coordinate with Town's streetscape project. Administration of project to be determined.	\$120,000	Contingency

NCDOT DIVISION 8 - TIP PROJECTS IN DCHCMPO							
TIP/WBS # or Contract #	Description	Let Date	Completion Date	Status	Cost	Contractor	Comments
W-5208G/ 4 5338.3.7	SR-1717 (Jack Bennett Rd), Chatham Co. Realign horizontal curve	Jan 15	TBD	R/W secured.	Est. Cost \$803,000		TENTATIVE SCHEDULE - Duke Energy Progress currently relocating utilities. Construction funds were requested 3/11/14 and have been approved. Agreement has been executed.
C-5176	American Tobacco Trail (Chatham Co.) - New Hope Church Road Trail Head Park & Ride Lot. Accomodations for 100 spaces including parking for Horse Trailers, Restroom facilities, picnic area and public art.	Jan 2014	June 30, 2015	Final project cost estimate came in higher than original cost estimate. Bids for project have been resubmitted	Orig Est. Cost \$1.2M		
DIVISION 8 RESURFACING PROJECTS							
TIP/WBS # or Contract #	Description	Let Date	Completion Date	Status	Cost	Contractor	Comments
C203521	SR 1816 Edwards Ridge Road from end of State maintenance to SR 1008 Mt. Carmel Church Road (0.64 mi). <i>Contract includes resurfacing a total of 8 sections of secondary roads.</i>	March 2014	November 2014	Contract Awarded April 2014 Availability Date 5/1/2014	Contract Amt. \$1,209,922	S.T. Wooten	Milling, resurfacing and shoulder reconstruction
C203521	SR 1727 Whippoorwill Lane from SR 1008 Mt. Caramel Road to SR 1726 Old Farrington Road (0.73 mi). <i>Contract includes resurfacing a total of 8 sections of secondary roads.</i>	March 2014	November 2014	Contract Awarded April 2014 Availability Date 5/1/2014	Contract Amt. \$1,209,922	S.T. Wooten	Milling, resurfacing and shoulder reconstruction
C203570	SR 1008 Farrington Road Resurfacing from US 64 to Orange County Line (9.3 mi). <i>Contract includes resurfacing 4 sections of US 64 and resurfacing a total of 5 sections of secondary roads.</i>	June 2014	June 2015	Contract Awarded July 2014 Availability Date 7/28/2014	Contract Amt. \$3,740,907	S.T. Wooten	Milling, resurfacing and shoulder reconstruction