

September 10, 2014
9:00 a.m.

Committee Room
2nd Floor Durham City Hall

1. Roll Call

2. Ethics Reminder

It is the duty of every Board member to avoid conflicts of interest. Does any Board member have any known conflict of interest with respect to any matters coming before the Board today? If so, please identify the conflict and refrain from any participation in the particular matter involved.

3. Adjustments to the Agenda

4. Public Comments

5. Directives to Staff (Attachment 5)

CONSENT AGENDA (9:05-9:10)

6. August 13, 2014 TAC Meeting Minutes

Attachment 6

A copy of the August 13, 2014 TAC meeting minutes is enclosed as Attachment 6.

Board Action: Approve minutes of the August 13, 2014 TAC meeting.

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

Attachment 7

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 Recommendation: Recommend Board approve resolution to flex funds.

Board Action: Approve resolution to flex funds.

8. 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 8

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 8.

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

Board Action: Authorize City Manager to enter into agreement with NCDOT.

ACTION ITEMS**9. Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Grant Funding Recommendations for FY 2015 and FY 2016 MPO Funding Cycle (9:10-9:20)**

Attachment 9, 9A

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

Board Action: Approve the Section 5310 FY14 Program of Projects.

10. FY 2012-2018 TIP Amendment #19 – to include Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) FFY13 and FFY14 projects, DATA FFY14 5307 funded projects, and CHT modification in TIP/STIP (9:20-9:25)

Attachment 10

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 and a CHT modification into the current TIP and STIP. A resolution and table are included as Attachment 10.

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

Board Action: Approve Amendment #19 to the FY 2012-2018 TIP.

11. FY 2012-2018 TIP Amendment #20 – to revise STP-DA and TAP funding based on new policy and formula (9:25-9:40)

Attachment 11, 11A, 11B, 11C

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 Recommendation: That the MPO Board approve Amendment #20 to the FY 2012-2018 Transportation Improvement Program.

Board Action: Approve Amendment #20 to the FY 2012-2018 Transportation Improvement Program.

12. MPO Board Bylaws (9:40-9:45)

Attachment 12, 12A

Lindsay Smart, LPA Staff

At the last MPO Board meeting, the MPO Board reviewed the proposed updates to the Bylaws for consistency with the new MOU. The Bylaws from the August 13, 2014 meeting are shown in Attachment 12A. There was additional discussion regarding the delegation of voting privileges to an authorized alternate if the voting member is in attendance at the meeting but not present during the vote. Attachment 12A also presents new language revisions based on discussion during the 8/13/2014 MPO Board meeting. Specifically, the clarification has been made in Section 3 – Alternates in Article IV: Members on page 4 of Attachment 12A. The language is highlighted.

- 12: Current MPO Board Bylaws (2005)
- 12A: Proposed MPO Board Bylaws

Board Action: Approve the proposed MPO Board Bylaws.

REPORTS:

13. Report from the Board Chair

Ellen Reckhow, Board Chair

Board Action: Receive Report from Board Chair

14. Report from the Technical Committee Chair

Mark Ahrendsen, TC Chair

Board Action: Receive Report from TC Chair

15. Report from Staff

Attachment 15

Felix Nwoko, LPA Staff

Board Action: Receive report from staff.

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

Board Action: Receive report of NCDOT

INFORMATIONAL ITEMS

17. Recent News Articles and Updates

Attachment 17

Adjourn

Next meeting: October 8, 2014, 9 a.m., Committee Room

Dates of Upcoming Transportation-Related Meetings:

Pedestrian Safety Enforcement Operations Webinar September 17, 2014 (1:00-2:30 pm ET)

<https://www2.gotomeeting.com/register/306931298>

www.dchcmpo.org

[www.twitter.com/dchcmpo](https://twitter.com/dchcmpo)

TAC Directives to Staff
 Pre-12/31/12 (Pending/In Progress/On Going)
 01/01/14– Present (Completed/Pending/In Progress)

Meeting Date	Directive	Status
3/9/11	Improve public outreach and add links to other transportation organizations to the MPO website	<u>In Progress:</u> DCHC MPO is now on Twitter. Website consultant has been selected. Website redevelopment is underway.
12/12/2012	Investigate ways to improve the development of socio-economic data for the 2045 MTP	<u>In Progress:</u> Staff is creating updated Community Viz model.
12/12/2012	Provide a report on how the Bennett Road and Mount Carmel Church Road intersection can be improved and funded	<u>In Progress:</u> Subject to Prioritization 3.0 process.
8/13/2014	Letters to Division Engineers, Secretary Tata, etc. RE: SPOT 3.0 Prioritization Process	<u>Completed:</u> Letters sent on 8/18/2014.

1 **DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION BOARD**

2 **August 13, 2014**

3 **MINUTES OF MEETING**

4 The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board met on August 13,
5 2014 at 9:03 a.m. in the Council Committee Room on the second floor of Durham City Hall. The
6 following attended:

7	**William V. Bell	City of Durham
8	**Diane Catotti	City of Durham
9	**Jim Crawford	NCDOT – Board Member
10	**Alice Gordon	Orange County
11	**Eric Hallman	Town of Hillsborough
12	*Ed Harrison	Town of Chapel Hill
13	**Mark Kleinschmidt	Town of Chapel Hill (Vice-Chair)
14	*Lydia Lavelle	Town of Carrboro
15	**Bernadette Pelissier	Triangle Transit
16	**Ellen Reckhow	Durham County (Chair)
17	**Damon Seils	Town of Carrboro
18		
19	Mark Ahrendsen	DCHC MPO
20	Tom Altieri	Orange County
21	Ellen Beckmann	DCHC MPO
22	Craig Benedict	Orange County
23	Julie Bollinger	NCDOT – TPB
24	David Bonk	Town of Chapel Hill
25	Jeremy Goldstein	Renaissance Planning Group
26	Ray Gronberg	Herald Sun
27	Andy Henry	DCHC MPO
28	John Hodges-Copple	Triangle J COG
29	Joey Hopkins	NCDOT – Division 5
30	Tasha Johnson	City of Durham – Public Works
31	Bret Martin	Orange County
32	Patrick McDonough	Triangle Transit
33	Dale McKeel	DCHC MPO
34	Tina Moon	Town of Carrboro
35	Felix Nwoko	DCHC MPO
36	Lindsay Smart	DCHC MPO
37	Darius Sturdivant	NCDOT – Division 8
38	Linda Thomas Wallace	Durham County Access
39	Pat Wilson	NCDOT – Division 7
40		
41		

42 **Voting Member

43 *Alternate or Non-Voting Member

44

45 Ellen Reckhow, Chair, called the meeting to order at 9:03 a.m. and the Roll Call was conducted.

46 **Ethics Reminder**

47 Ellen Reckhow read the Ethics Reminder for Board members and asked Board members if there
48 are any known conflicts of interest with respect of matters coming before the Board and requested that
49 if there were any identified during the meeting for them to be announced.

50 **Adjustments to the Agenda:**

51 Mark Ahrendsen reviewed handouts that were distributed at the beginning of the meeting
52 which will be discussed during the appropriate agenda item.

53 Mark Ahrendsen also stated that Ellen Beckmann has been hired as the City's Senior
54 Transportation Planner for the City of Durham. She will no longer be representing the DCHC MPO lead
55 planning agency; but Lindsay Smart has been hired to replace Ellen Beckmann on the lead planning
56 agency.

57 Ellen Reckhow asked for a status of the website and Felix Nwoko stated it should be ready in
58 September. There will be a month period before it will go live. Right now the old items are being
59 migrated to the new site.

60 **Public Comments**

61 There were no comments from the public.

62 **Directives to Staff (Attachment 5)**

63 The Directives to Staff are attached for review.

64

65

66

67 **CONSENT AGENDA:**

68 **May 14, 2014 TAC Meeting Minutes (Attachment 6)**

69 **June 11, 2014 TAC Meeting Minutes (Attachment 7)**

70 Revisions were recommended by Damon Seils to change his first name from “Damien” to
71 “Damon” on lines 93, 101, 115, 122, and 128. Lydia Lavelle was also present at the June 11, 2014
72 meeting.

73 **June 25, 2014 TAC Public Notice Meeting Minutes (Attachment 8)**

74 Revisions were recommended by Ellen Reckhow on line 33 to change “on” to “of” and on line 94
75 to change Division 7 has had two “meetings.”

76 **FY 2012-2018 TIP Amendment #18 – to include Job Access/Reverse Commute (JARC) 2014 projects in**
77 **TIP/STIP (Attachment 9)**

78
79 **Designated Recipient Authority of DCHC MPO/City of Durham for Section 5307 and 5339 (Attachments**
80 **10 and 10A)**

81
82 A motion was made by Damon Seils and seconded by Diane Catotti to approve the Consent
83 Agenda items with the revisions noted above to the minutes. The motion carried unanimously.

84 **ACTION ITEMS:**

85 **Prioritization 3.0 – Point Assignment (Attachments 11, 11A, 11B, 11C, 11D, 11E, and 11F)**

86 Ellen Beckmann provided a PowerPoint presentation for the Prioritization 3.0 – Point
87 Assignment, along with the attachments.

88 Ellen Reckhow stated Ms. Beckmann did a great job on a very complex matter and Alice Gordon
89 concurred.

90 Staff is following up with NCDOT on the 15-501/Ephesus Church Road intersection
91 improvements to see if there is an opportunity to accelerate it or have the Town reimbursed. The Town
92 might have to delay.

93 Ed Harrison asked what a Neighborhood Transit Center is and Ellen Beckmann stated it is like a
94 large bus stop with more amenities. Mark Ahrendsen stated it is a small hub.

95 Chatham County staff does want to bring it to their board and they have it on the agenda for
96 Monday night. If they don't approve it, we don't want to assign our points to the projects because there
97 is less than 5% of the bike/ped funding that does not require a local match. It would not be a good use
98 of our points; to assign them to a project that doesn't score that well and is only eligible for a small
99 amount of funds. If they don't approve it, we will reassign the 100 points and the 77 points to our next
100 highest scoring projects which are Campus to Campus connector in Carrboro and Chapel Hill and Guess
101 Road sidewalks in Durham. The resolution assumes that they will approve the local match; but if not we
102 will need to change the resolution.

103 Ellen Beckmann stated the action is to approve the resolution and to make it contingent upon
104 Chatham County approving the local match for the two bike/ped projects. If not, we would reassign the
105 points as described.

106 Ellen Reckhow stated based on everything she has seen there has been a great deal of
107 collaboration between the Division Engineers and staff. Ms. Reckhow thanked the Division Engineers
108 and Ellen Beckmann for working so well together. Mark Ahrendsen echoed Ms. Reckhow's comments
109 and Mark stated he feels staff has had a good working relationship with the Division Engineers; but feels
110 they have taken it to a new level.

111 Damon Seils asked if the Chatham County board doesn't approve it, do we need a new
112 resolution. Mark Kleinschmidt stated we could add the Spot ID of the two projects (Campus to Campus
113 Connector in Carrboro and Chapel Hill; Guess Road sidewalks in Durham) to the resolution should
114 Chatham County not approve it.

115 Alice Gordon commended Ellen Beckmann and staff on working on this item. Ms. Gordon was
116 struck by the number of citizens that commented on the Mt. Carmel/Bennett Road intersection project.

117 There are other intersections on Mount Carmel Church Road, as well as, the two feet addition that was
118 supposed to be added on a few years ago that never happened. The entire Mount Carmel Church Road
119 is problematic and she is glad it is being addressed. We have much better cooperation between NCDOT
120 Division Engineers, the Board Member, and staff.

121 A motion as made by Damon Seils and seconded by Alice Gordon to approve the Resolution as
122 amended to endorse the DCHC MPO's Local Input Points for the Strategic Transportation Investments
123 Process. The motion carried unanimously.

124 **STP-DA and Transportation Alternatives Program (TAP) (Attachments 12, 12A, 12B, and 12C)**

125 Ellen Beckmann provided a PowerPoint presentation for the STP-DA and Transportation
126 Alternatives Program (TAP), along with the attachments.

127 Ed Harrison asked if the local discretionary requires a 20% match and Ellen Beckmann stated yes
128 it does.

129 Alice Gordon asked why the local discretionary is like this. Ellen Beckmann stated in the UPWP,
130 every jurisdiction except for Hillsborough and Chatham County requested STP-DA funds to support local
131 planning activities; including Orange and Durham County. The funds can be used for any eligible activity.

132 A motion was made by Mark Kleinschmidt and seconded by Diane Catotti to approve the
133 changes to the DCHC MPO Policy Framework for DCHC MPO Federal Funds. The motion carried
134 unanimously.

135 **MPO Board Bylaw (Attachments 13, 13A, and 13B)**

136 Ellen Beckmann provided an introduction for the MPO Board Bylaw, along with the
137 attachments. The Bylaws had to be rewritten to match the MOU.

138 Ellen Beckmann reviewed the changes that are marked in Attachment 13B to the Bylaws with
139 members. Under Article IV, Section 3 – Alternatives; Bernadette Pelissier stated she will have to decide
140 by the next meeting if she wants to represent TTA or Orange County because she can't be both.

141 Alice Gordon asked when the MOU was actually approved because there are no dates. It seems
142 to imply it was approved November 2013. Julie Bollinger stated NCDOT was the last to sign and the
143 Board approved it on July 31, 2014. On page 11 of the MOU, the date of July 31, 2014 will be filled in.
144 Ellen Reckhow suggested adding "effective July 31, 2014" in parenthesis under the March 12, 2014 on
145 page one of the MOU. Ms. Gordon stated there is another date in Section #4 of the members in the
146 MOU. Ellen Reckhow stated staff will fix the dates.

147 Under Article VI, Section 1 – Regular Meetings; Mark Kleinschmidt stated he prefers his package
148 be mailed. Mr. Kleinschmidt stated for the past two meetings he didn't receive the packets until the day
149 before the meeting. The packets are not going to the correct address and Ellen Beckmann stated we can
150 correct that issue.

151 Alice Gordon stated in the old Bylaws we approved the changes to the Urbanized Area Boundary
152 and the Metropolitan Area Boundary and in the new Bylaws we just approved the Metropolitan
153 Planning Area Boundary. Does it matter? Ellen Beckmann stated the Urbanized Area Boundary is
154 designated by the Census and there used to be a requirement that we adopted a smoothed Urbanized
155 Area Boundary. We are no longer required to do it so it was removed.

156 Under Article VI, section 6 – Voting Procedures. Diane Catotti asked why exclude alternates
157 from making motions? Mark Kleinschmidt stated people who second show their support; but can't
158 actually vote. Diane Catotti stated if the voting member leave, the alternate still can't vote unless they
159 excuse themselves from the meeting. Alice Gordon stated if excused, the alternate is then the voting
160 member. Diane Catotti asked what we gain by excluding the alternate. Ms. Catotti feels it allows for the
161 conversation to be expanded. Ellen Reckhow suggested considering an alternate can make or second
162 motions, if the voting member is not in the room. Mark Kleinschmidt stated if the voting member leave,
163 they need to have a motion to be excused so the alternate becomes the voting member. Diane Catotti
164 read the language in the 2005 Bylaws and stated she still wants to know why the old language is a

165 problem. Damon Seils stated he doesn't have strong feelings against it; but feels we should stick with
166 procedures. Mark Kleinschmidt stated he doesn't know how it would change the quality of
167 participation. Damon Seils asked if we can clarify that alternates can make a motion if the regular
168 member is not there. Alice Gordon stated we have muddied it and Durham needs to work it out. Diane
169 Catotti asked what the problem is; why change it? Damon Seils asked if Alice Gordon would be opposed
170 to making it clearer in the Bylaws that if a present voting member leaves the room and is not formally
171 excused by the Board, that the alternate can make motions and second motions. Ellen Reckhow
172 suggested staff work on revising the language and bring back at the next meeting.

173 **Memorandum of Agreement for NCDOT Bicycle and Pedestrian Count Pilot Project (Attachment 14)**

174 Dale McKeel provided a PowerPoint presentation for the Memorandum of Agreement for
175 NCDOT Bicycle and Pedestrian Count Pilot Project, along with the attachment.

176 Mark Kleinschmidt asked if it will be live and public. Mr. Kleinschmidt would like this to be live
177 and promoted. This could inspire people to walk or bike and it could influence behavior. Diane Catotti
178 suggested putting one on the south side of ATT to count users going south.

179 A motion was made by Alice Gordon and seconded by Damon Seils to authorize the MPO Board
180 Chair to sign the NCDOT Non-Motorized Counts Hardware Memorandum of Agreement. The motion
181 carried unanimously.

182 **REPORTS:**

183 **Report from the Board Chair**

184 Ellen Reckhow stated she will not be in attendance at the November meeting.

185 **Report from the Technical Committee Chair**

186 Mark Ahrendsen expressed appreciation to Ellen Beckmann for serving as LPA staff and DCHC
187 MPO and CAMPO won a Special Award for GIS from ESRI for developing employment analyst. Ellen
188 Reckhow stated that is the type of thing that should be on the new website.

189 **Report from Staff (Attachment 17)**

190 Felix Nwoko stated we are adding two more things to the new website. One is an agenda
191 component and the other is interactive mapping. Ellen Reckhow stated some use illegislate, some a less
192 expensive option. If we us a better tool, more Board Members may go paperless. Alice Gordon is
193 concerned about large tables and Mark Kleinschmidt stated staff could mail out special documents. We
194 could use different formats that are more user friendly.

195 **NCDOT Report (Attachment 18)**

196 Joey Hopkins, Division 5 Engineer provided an update. After working with staff there were 17
197 regional and 6 division projects where we adjusted points in Durham County. Durham BPAC has three
198 concerns somewhat related to the EEC project. Since the June meeting, NCDOT has met with the City
199 and BPAC to review the issues. (1) Bike and ped improvements at the Holloway/Miami intersection – will
200 need to go through the normal process for requesting improvements because it is outside the limits of
201 U-71; (2) Sidewalk improvements on Muldee Street – staff thinks we can work through the issue and
202 install sidewalks; and (3) pedestrian crossing at US 70 and Pleasant Drive – concern for
203 congestion/safety, leaning against, could revisit in the future.

204 Patrick Wilson, Division 7 Engineer provided an update. Mr. Wilson echoed Joey Hopkins
205 comments on the points. Alice Gordon asked about the completion date of the Columbia Street project.
206 Mr. Wilson stated it is gearing toward the completion date of the end of the year. They are about 83%
207 complete.

208 Darius Sturdivant, Division 8 Engineer provided an update. The Jack Bennett Road project in
209 Chatham County has been pushed back to a January 2015 let date due to some issues. The scope of the
210 American Tobacco Trail project has changed slightly. The Town of Cary has scaled the project back.
211 They removed the shelters, picnic area and playground. The draft 15-501 Corridor Study report is
212 complete and was sent to Ellen Beckmann to provide to the MPO Board and TC for their review and

213 comment. Ellen Reckhow asked what is the completion date for the section in Chatham County and Mr.
214 Sturdivant stated he will check and get back to Ellen Reckhow. We might want to plan a multi-
215 jurisdictional celebration.

216 **Adjournment**

217 There being no further business before the MPO Board, the meeting was adjourned at 10:56
218 a.m.

**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: _____

MEMORANDUM

TO: DCHC MPO Board

FROM: Meg Scully, Lead Planning Agency Staff

DATE: September 10, 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: Reviewed the Program of Projects recommended. Recommended 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				

ID NUM	System	Description	Funding Source	FY14	FY15	FY16	FY17	FY18
TT-6107	Chapel Hill	Purchase Mobile Data Terminals	FBUS 5339 local		\$ 64,000 16,000			

MEMORANDUM

To: DCHC MPO Board

From: DCHC MPO Lead Planning Agency

Date: September 10, 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 (September 30, 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 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 STP-DA Projects

On March 12, 2014, the MPO Board approved a TIP Amendment to program several FY 2014 STP-DA 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 and NCDOT have requested additional time to determine project costs and schedules for several projects.

FY 2015 and 2016 STP-DA 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. The TC 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, member jurisdictions provided lists of which projects should be funded from the Transit and Local Discretionary categories. Some jurisdictions did not respond or needed additional time. The TC recommends programming the project requests confirmed by Triangle Transit, Orange Public Transit, Durham, Carrboro, Chapel Hill, 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, requested changes for planning projects (U-4727) 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 STP-DA 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
- TA-4923: DATA 9 replacement Buses – reprogrammed from 2014 to 2015*
- TA-5019A: DATA 7 replacement vans - reprogrammed from 2014 to 2015*

*This information for this modification was provided on August 29, 2014 and therefore, was not reviewed by the TC. This modification moved funds from FY2014 to FY2015 and did not increase, decrease or reallocate funding.

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	2015	Move to 2015. Let ?/2015.
Carrboro	EL-4828		Morgan Creek Greenway – Phase I - Carrboro	\$ 396,636	\$ 99,001	Construction	2007	2015	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	2015	Move to 2015. Let Spring 2015.
Carrboro	U-4726	DD	Rogers Road- Sidewalk (Homestead to Meadow Run)	\$ 477,600	\$ 28,202	Construction	2010	2015	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	2014	2015	Move to 2015.
Chapel Hill	U-4726	Ix	Tanyard Branch Greenway	\$ 100,000	\$ -	Design	2014	2015	Move to 2015. Expected to be obligated 10/2014.
Chapel Hill	C-5179		Estes Drive Bike/Ped Facilities	\$ 176,000	\$ -	Design	2014	2015	Move to 2015. Expected to be obligated 10/2014.
Chapel Hill	U-5543		Variable Message Signs	\$ 75,000		Design	2014	2015	Move to 2015. Expected to be obligated 10/2014.
Durham	SR-5001	C	Fayetteville Road (Cornwallis to Nelson bicycle lanes and sidewalks)	\$ 200,800	\$ -	Construction	2009	2015	Move to 2015. Let 10/2014
Durham	U-4726	HL	Barbee Road (Orindo to Pearson Elementary) Sidewalk	\$ 15,680	\$ -	Construction	2009	2015	Move to 2015. Let 10/2014
Durham	C-4928		Morreene Road Bike/Ped Facilities	\$ 425,000	\$ -	Design	2010	?	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	?	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	?	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	?	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	2015	Decrease to \$323,907 federal. Move to 2015. Let 11/2014
Durham	U-71		East End Connector Enhancements	\$ 237,590	\$ -	Construction	2014	2015	Already moved to 2015 in TIP. Let 10/2014.
DATA	TA-4923		9 Replacement Buses	\$ 3,218,400		Capital	2014	2015	Approved in Durham budget in June. Flex initiated. Per T. Shaw's STIP Modification email, move to 2015.
DATA	TA-5019	A	7 Replacement Vans	\$ 266,000		Capital	2014	2015	Approved in Durham budget in June. Flex initiated. Per T. Shaw's STIP Modification email, move to 2015.
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	2015	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
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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	
						STPDA		\$ 2,126,000	
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**

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**

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**

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	\$ 92,460		
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**

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 \$ 1,635,308 \$ (4,725,034) 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 \$ 443,760 \$ (3,796,569) 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) - Enhancements	U-3308	Enhancements and streetscape elements to Alston Ave project not covered by NCDOT.	Construction	STPDA			Durham and NCDOT request additional time to determine betterment costs. Let 4/2015
			Construction	Local			
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			
Hillandale Rd	U-4726HK	Sidewalks and bicycle facilities from I-85 to NC 147	Construction	Local			
			R/W	STPDA			
			R/W	Local			
			Construction	STPDA			
Carpenter-Fletcher Rd	U-4726HO	Sidewalks and bicycle facilities from Woodcroft Pkwy to Alston Ave	Construction	Local			
			R/W	STPDA			
			R/W	Local			
			Construction	STPDA			
			Construction	Local			
			Construction	Local			

Town of Chapel Hill \$ 1,167,785 Programmed \$ 317,176 \$ (850,609) 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			Design funded in 2014. Unknown status.
			Construction	Local			
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			Unknown status.
			Design	Local			
			Construction	STPDA			
			Construction	Local			

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	

U-4726		2014	2015	2016		
STPDA	PE	\$ -	\$ 204,104		204	0
Local	PE	\$ -	\$ 51,026		51	0
STPDA	ROW	\$ -			0	0
Local	ROW	\$ -			0	0
STPDA	Const	\$ -	\$ 1,624,262	\$ 353,136	1624	353
Local	Const	\$ -	\$ 406,066	\$ 88,284	406	88

**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 Board 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 (STP-DA) funds for FY 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/Design	STP-DA	304	
Durham			Planning/Design	Local	76	
Orange			Construction	STP-DA	2076	353
Chatham			Construction	Local	519	88

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

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

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Chapel Hill	C-5179	Estes Drive Bike/Ped Facilities	Design	STP-DA	176	
			Design	Local	44	
			Right of Way	CMAQ	240	
			Right of Way	Local	60	
			Construction	CMAQ		1630
			Construction	Local		408

Location	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Chapel Hill	U-5543	Variable Message Signs	Design	STP-DA	75	
			Design	Local	18.75	

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	STP-DA	182	
			Construction	Local	94	

Location/ System	STIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Durham Area Transit Authority	TA-4923	9 Replacement Buses	Capital	STP-DA	3218	
			Capital	Local	805	
Durham Area Transit Authority	TA-5019A	7 Replacement Vans	Capital	STP-DA	266	
			Capital	Local	67	

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

STATEWIDE

W-5601 VARIOUS, RUMBLE STRIPS, GUARDRAIL, SAFETY AND RIGHT-OF-WAY CONSTRUCTION FY 2015 - \$1,400,000 (HSIP)
 STATEWIDE LIGHTING IMPROVEMENTS AT SELECTED LOCATIONS. CONSTRUCTION FY 2015 - \$8,400,000 (HSIP)
PROJ.CATEGORY ADD RIGHT-OF-WAY IN FY 15 AND CONSTRUCTION IN \$9,800,000
 STATEWIDE FY 15 NOT PREVIOUSLY PROGRAMMED.
 REGIONAL
 DIVISION

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	STP-DA		\$ 125,000
				Local		\$ 31,250

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

Location/ System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Hillsborough/ Triangle Transit	TD-5272	Park-and-Ride	Professional Services & Property Acquisition	STP-DA	112	
				Local	128	

Location/ System	TIP #	Description	Phase	Funding Source	FY 2015	FY 2016
Rougemont/ Triangle Transit	TD-5273	Park-and-Ride	Professional Services & Property Acquisition	STP-DA	24	92
				Local	24	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 VARIOUS, VEGETATION MANAGEMENT - CLEAR ZONE CONSTRUCTION FY 2014 - \$4,325,000 (TA)
 STATEWIDE IMPROVEMENT AND MANAGEMENT STATEWIDE. CONSTRUCTION FY 2015 - \$4,325,000 (TA)
PROJ.CATEGORY ADD CONSTRUCTION IN FY 14 AND FY 15 NOT \$8,650,000
 STATEWIDE PREVIOUSLY PROGRAMMED.
 REGIONAL
 DIVISION

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
DURHAM 1639 (INFINITY ROAD) INTERSECTION IN DURHAM.
PROJ.CATEGORY ADD LANES THROUGH INTERSECTION.

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.

RIGHT-OF-WAY	FY 2017 -	\$2,000,000	(C)
CONSTRUCTION	FY 2018 -	\$2,100,000	(NHP)
		\$4,100,000	

DIVISION 7

* C-5181 JONES CREEK GREENWAY, CONSTRUCT A 100 FOOT
ORANGE BRIDGE AND 650 FOOT PAVED TRAIL IN CARRBORO
PROJ.CATEGORY TO FILL GAP BETWEEN THE UPPER BOLIN TRAIL AND
EXEMPT TWIN CREEKS GREENWAY AND IMPLEMENT PROGRAM
TO SUPPORT NON-VEHICLE TRIPS TO MORRIS GROVE
ELEMENTARY SCHOOL.

DELAY CONSTRUCTION FROM FY 14 TO FY 16 AND
IMPLEMENTATION FROM FY 15 TO FY 17 TO REFLECT
TOWN DELIVERY SCHEDULE.

CONSTRUCTION	FY 2016 -	\$247,000	(CMAQ)
	FY 2016 -	\$61,000	(C)
IMPLEMENTATION	FY 2017 -	\$10,000	(CMAQ)
	FY 2017 -	\$2,000	(C)
		\$320,000	

Revised November 9, 2005

BYLAWS

**DURHAM - CHAPEL HILL - CARRBORO
METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION ADVISORY COMMITTEE**

ARTICLE I - NAME

The name of this organization shall be the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Transportation Advisory Committee, hereinafter referred to as the "TAC".

ARTICLE II - PURPOSES

The purpose and goals of this committee shall be:

1. To develop and direct a continuing, comprehensive, multimodal transportation planning process carried on cooperatively by the State and local communities in concurrence with Federal guidelines.
2. To advise the policy boards within the Durham-Chapel Hill-Carrboro Urban Area on the status of the needs identified through the continuing multimodal transportation planning process.
3. To facilitate coordination and communication between policy boards and agencies represented on the TAC and the Technical Coordinating Committee (TCC).
4. To facilitate coordination between the policy boards of the Durham-Chapel Hill-Carrboro Urban Area and the North Carolina Board of Transportation.
5. To assist the general public in understanding decisions and policies of the policy boards.
6. To act as a forum for cooperative decision-making by elected officials of this urban area in cooperation with the State, thereby serving as the basis for a cooperative planning process.

ARTICLE III - RESPONSIBILITIES

As specified in the *Memorandum of Understanding* dated September 10, 1993 the responsibilities of this committee shall include:

1. Establishment of goals and objectives for the transportation planning process; and
2. Review and approval of a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
3. Review and approval of changes to the Urbanized Area Boundary, and the Metropolitan Area Boundary as well as review and recommendation for changes to the National Highway System;
4. Review and approval of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Unified Planning Work Program (UPWP);
5. Review and approval of changes to the adopted Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Comprehensive Transportation Plan. (As required by General Statutes Section 136-66.2(D) revisions in the Thoroughfare Plan, which is a component of the Comprehensive Transportation Plan, must be jointly approved by the local governing board having jurisdiction and the North Carolina Department of Transportation.);
6. Review and approval of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Transportation Improvement Program (TIP) for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs;
7. Revision in membership of the Technical Coordinating Committee.

ARTICLE IV - MEMBERS

Section 1 - Number and Qualifications:

As specified in the *Memorandum of Understanding* dated September 10, 1993, the Transportation Advisory Committee shall include as voting members:

- A. Two members of the Durham City Council;
- B. One member of the Chapel Hill Town Council;
- C. One member of the Carrboro Board of Aldermen;
- D. One member of the Hillsborough Board of Commissioners;
- E. One member of the Durham County Board of Commissioners;

- F. One member of the Orange County Board of Commissioners;
- G. One member of the Chatham County Board of Commissioners; and
- H. One member of the North Carolina Board of Transportation.

Representatives of the following bodies will serve as non-voting members of the Transportation Advisory Committee:

- A. A Division Administrator(s) of the Federal Highway Administration and/or the Federal Transit Administration, or their representative(s);
- B. A member of the Triangle Transit Authority (TTA) Board of Trustees; and
- C. Other local, State and/or federal agencies impacting transportation in the planning area at the invitation of the TAC.

Section 2 - Terms of Office:

All elected representatives serving on the TAC may serve for the length of their elected terms. A member may serve successive terms.

Section 3 - Alternates:

Each board will appoint an alternate(s) for its representative(s) provided each alternate also meets the same qualifications of membership. That alternate member may serve as a full voting member during any meeting where that board's representative is not in attendance. Proxy and absentee voting are not permitted.

ARTICLE V - OFFICERS

Section 1 - Officers Defined:

The officers of the TAC shall consist of a Chair and Vice-Chair to be elected by the members of the Committee.

Section 2 - Elections:

Officers shall be elected annually at the last regularly scheduled meeting of the calendar year, as the last agenda item. The newly elected Chair and Vice-Chair shall take office immediately upon their election.

Section 3 - Terms of Office:

The term of office for officers shall be one year. Officers shall not serve more than two successive terms. Each officer shall hold office until his/her successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

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).

Section 5 - Duties of Officers:

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

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

ARTICLE VI -- MEETINGS

Section 1 - Regular Meetings:

Meetings will be held regularly in accordance with a meeting schedule to be approved at the last meeting of each calendar year. Meeting notices and agendas are to be mailed seven days prior to the meeting by priority first class mail. 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 members. At least seven (7) days notice shall be given.

Section 3 - Quorums:

A quorum shall consist of a majority of the voting members whose votes together represent a majority of the total possible weighted votes identified in the vote schedule below (i.e., five (5) members representing eight (8) weighted votes must be present for a 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. For members not attending three (3) consecutive TAC meetings, the Chair will send to the chief elected officer of the jurisdiction of the member in question, a letter indicating the number of absences and requesting reaffirmation or redesignation of the jurisdiction's representative.

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 TAC meetings, or are placed on the agenda prior to its distribution by any member of the TAC, by request from any jurisdiction which is a party to the *Memorandum of Understanding*, or by the request of the Chair of the Technical Coordinating Committee. Additional items may be added to the agenda at the beginning of the meeting as long as there is a majority concurrence of the eligible voting members. Additions to the agenda will follow discussion of the last item on the regular agenda. At the beginning of any meeting, items may be placed on the agenda at the request of citizens with majority concurrence by eligible voting committee members.

Section 6 - Voting Procedures:

Any member, voting or non-voting, may make or second a motion. 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. As specified in the *Memorandum of Understanding*, a majority vote of the voting membership

shall be sufficient for approval of matters coming before the Committee with the exception that a Committee member may invoke the following weighted voting procedures on any matter:

GOVERNMENTAL BODY VOTES

City of Durham	6*
Chapel Hill	2
Carrboro	1
Hillsborough	1
Durham County	2
Orange County	1
Chatham County	1
<u>N. C. Department of Transportation</u>	<u>1</u>
TOTAL	15

* Three (3) votes per voting member

The Chair and qualified alternates to voting members are permitted to vote. Non-voting members are not permitted to vote. Abstentions are not included in the tally of the vote. The vote of members who are present at the meeting, but absent during the vote, will be counted in the affirmative unless an authorized alternate is present and voting for the absent member. In the absence of any direction from these Bylaws, *Robert's Rules of Order* will designate procedures governing voting.

ARTICLE VII - AMENDMENTS TO BYLAWS:

Amendments to these Bylaws of the TAC shall require the affirmative vote of at least five (5) jurisdictions' 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 Transportation Advisory Committee on November 9, 2004

Diana Elliot
Committee Secretary

Date

AMENDMENTS:

DATE APPROVED:AMENDMENT:

December 10, 1997

Revise the Bylaws so as to have the election of officers occur at the last meeting of the calendar year as the last action item, with the newly elected officers to take office immediately upon their election. This changes the Bylaws which had the election as the first item on the agenda at the first meeting of the new calendar year.

November 9, 2005

Revise the Bylaws to explicitly allow that non-voting members may make and second motions.

Draft Presented on September 10, 2014

BYLAWS
DURHAM – CHAPEL HILL – CARRBORO
METROPOLITAN PLANNING ORGANIZATION
BOARD

ARTICLE I – NAME

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

ARTICLE II – PURPOSES

The purpose and goals of this committee shall be:

1. To develop and direct a continuing, comprehensive, multimodal transportation planning process carried on cooperatively by the State and local communities in concurrence with federal guidelines.
2. To advise the policy boards within the Durham-Chapel Hill-Carrboro Urban Area on the status of the needs identified through the continuing multimodal transportation planning process.
3. To facilitate coordination and communication between policy boards and agencies represented on the MPO Board and the Technical Committee (TC).
4. To facilitate coordination between the policy boards of the Durham-Chapel Hill-Carrboro Urban Area and the North Carolina Board of Transportation.
5. To assist the general public in understanding decisions and policies of the policy boards.
6. To act as a forum for cooperative decision-making by elected officials of this urban area in cooperation with the State, thereby serving as the basis for a cooperative planning process.

ARTICLE III – RESPONSIBILITIES

As specified in the *Memorandum of Understanding* dated March 12, 2014, the responsibilities of this committee shall include:

1. Establishment of goals and objectives for the transportation planning process; and

Draft Presented on September 10, 2014

2. Review and approval of a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
3. Review and approval of the transportation Unified Planning Work Program (UPWP);
4. Review and approval of changes to the National Highway System, Functional Classification, and Metropolitan Planning Area boundary;
5. Review and approval of changes of the Comprehensive and Metropolitan Transportation Plans. As specified in General Statutes Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Transportation Plan and may include additional projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) revisions to the Comprehensive Transportation Plan are required to be jointly approved by the North Carolina Department of Transportation and the MPO Board;
6. Review and approval of the Transportation Improvement Program (TIP) and changes to the TIP. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;
7. Review and approval of planning procedures for air quality conformity and review and air quality conformity determination for projects, programs and plans;
8. Review and approval of a Congestion Management Process;
9. Review and approval of the distribution and oversight of federal funds designated for the DCHC MPO under the provisions of MAP-21 and any other subsequent Transportation Authorizations;
10. Review and approval of a policy for public involvement for the DCHC MPO;
11. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual

Draft Presented on September 10, 2014

responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450.314;

12. Oversight of the Lead Planning Agency staff;
13. Revision in membership of the MPO Technical Committee;
14. Development and approval of committee bylaws for the purpose of establishing operating policies and procedures;
15. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties and municipalities.

ARTICLE IV – MEMBERS

Section 1 – Number and Qualifications:

As specified in the *Memorandum of Understanding* dated November 13, 2013, the MPO Board shall include as voting members:

- A. Two members of the Durham City Council;
- B. One member of the Chapel Hill Town Council;
- C. One member of the Carrboro Board of Aldermen;
- D. One member of the Hillsborough Board of Commissioners;
- E. One member of the Durham County Board of Commissioners;
- F. One member of the Orange County Board of Commissioners;
- G. One member of the Chatham County Board of Commissioners;
- H. One member of the North Carolina Board of Transportation; and
- I. One member of the Triangle Transit Board of Trustees

Representatives of the following bodies will serve as non-voting members of the MPO Board:

- A. A representative of the Federal Highway Administration;

Draft Presented on September 10, 2014

- B. A representative of the Federal Transit Administration;
- C. Other local, State and/or federal agencies impacting transportation in the planning area at the invitation of the MPO Board. It shall be the responsibility of each member jurisdiction to appoint a representative to the MPO Board.

Section 2 – Terms of Office:

All elected representatives serving on the MPO Board may serve for the length of their elected terms. A member may serve successive terms.

Section 3 – Alternates:

Each board will appoint an alternate(s) for its representative(s) provided each alternate also meets the same qualifications of membership. That alternate member may serve as a full voting member during any meeting where that board’s representative is not in attendance or is otherwise not present at the meeting when a vote is taken. Proxy and absentee voting are not permitted. No representatives may simultaneously serve as both voting members and alternate members for different policy boards.

Comment [SL1]: 09-10-2014. Revised to clarify attendance at meeting versus present during a vote.

Comment [BE2]: 08-13-2014. Added. In order to make sure that there is a transit representative on the MPO Board to comply with the MAP-21 requirement, Triangle Transit cannot be represented by a person who is also an alternate for a local government policy board.

ARTICLE V – OFFICERS

Section 1 – Officers Defined:

The officers of the MPO Board shall consist of a Chair and Vice-Chair to be elected by the members of the Committee.

Section 2 – Elections:

Officers shall be elected annually at the last regularly scheduled meeting of the calendar year, as the last agenda item. The newly elected Chair and Vice-Chair shall take office immediately upon their election.

Section 3 – Terms of Office:

The term of office for officers shall be one year. Officers shall not serve more than two successive terms. Each officer shall hold office until his/her successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

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

Draft Presented on September 10, 2014

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).

Section 5 – Duties of Officers:

The Chair shall call and preside at meetings and appoint committees. The Chair shall appoint a staff member to serve as Clerk of the Board. The Clerk shall provide or otherwise delegate staff service for the MPO Board, as needed, and will be responsible for taking summary minutes of the Board’s proceedings. The Clerk shall maintain a current copy of the Bylaws as an addendum to the *Memorandum of Understanding*, to be distributed to the public upon request.

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

ARTICLE VI – MEETINGS

Section 1 – Regular Meetings:

Meetings will be held regularly in accordance with a meeting schedule to be approved at the last meeting of each calendar year. Meeting notices and agendas are to be mailed by priority first class mail or emailed seven days prior to the meeting. Unless otherwise stated, all meetings will begin at 9:00 a.m. Regular meetings may be cancelled by the Chair should there be insufficient business on the Board’s tentative agenda.

Comment [BE3]: 08-13-2014. Added.

Section 2 – Special Meetings:

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

Section 3 – Quorums:

A quorum shall consist of a majority of the voting members whose votes together represent a majority of the total possible weighted votes identified in the vote schedule below (i.e., six (6) members representing twenty (20) weighted votes must be present for a 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. For members not attending three (3) consecutive MPO Board meetings, the Chair will send to the chief elected officer of the jurisdiction of the member in question, a letter indicating the number of absences and requesting reaffirmation or re-designation of the jurisdiction’s representative.

Draft Presented on September 10, 2014

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 MPO Board meetings, or are placed on the agenda prior to its distribution by any member of the MPO Board, by request from any jurisdiction which is a party to the *Memorandum of Understanding*, or by the request of the Chair of the Technical Committee. Additional items may be added to the agenda at the beginning of the meeting as long as there is a majority concurrence of the eligible voting members. Additions to the agenda will follow discussion of the last item on the regular agenda. At the beginning of any meeting, items may be placed on the agenda at the request of citizens with majority concurrence by eligible voting Board members.

Section 6 – Voting Procedures:

Any voting member may make or second a motion. The Chair and any voting 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. As specified in the *Memorandum of Understanding*, a majority vote of the voting membership shall be sufficient for approval of matters coming before the Board with the exception that a Board member may invoke the following weighted voting procedures on any matter.

Comment [BE4]: 08-13-2014. Changed from "Any member, voting or non-voting, may make or second a motion." Since Triangle Transit now has a voting member on the Board, allowing non-voting members to make motions is no longer necessary.

GOVERNMENTAL BODY VOTES

City of Durham	16*
Town of Chapel Hill	6
Durham County	4
Orange County	4
Town of Carrboro	2
Chatham County	2
Town of Hillsborough	2
N.C. Board of Transportation	1
<u>Triangle Transit</u>	<u>1</u>
TOTAL	38

* 8 votes per representative.

The Chair and qualified alternates to voting members are permitted to vote. Non-voting members are not permitted to vote. Abstentions are not included in the tally of the vote. The vote of members who are present at the meeting, but absent during the vote, will be counted in the affirmative unless an authorized alternate is present and voting for the absent member. In the absence of any direction from these Bylaws, *Robert’s Rules of Order* will designate procedures governing voting.

Draft Presented on September 10, 2014

ARTICLE VII – AMENDMENTS TO BYLAWS

Amendments to these Bylaws of the MPO Board shall require the affirmative vote of at least six (6) jurisdictions' 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.

Presented to the MPO Board on August 13, 2014.

MEMORANDUM

To: DCHC MPO Board

From: DCHC MPO Lead Planning Agency

Date: September 10, 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
- Maintenance and updates – On gong

MPO Congestion Management Process CMP

- 2014 Report – Under review
- Congestion monitoring – Continuously – On going

MPO Website Update

- Mapping integration – September 2014
- Content Editor & System Administration Training – September/October 2014
- Quality Assurance & Technology Transfer
- Agenda Portal – September/October 2014

- Launch Stage/Testing – October 2014
- 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:** 10/1/2014
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:** 22.07%
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: 8/7/2014 **Scheduled Progress:** 89%
Last Estimate Paid: 8/19/2014 **Actual Progress:** 74.7%

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:** 3.76%
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: 7/31/2014 **Scheduled Progress:** 61.3%
Last Estimate Paid: 8/7/2014 **Actual Progress:** 66.38%

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:** 11.63%
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: 7/31/2014 **Scheduled Progress:** 51%
Last Estimate Paid: 8/6/2014 **Actual Progress:** 35%

Contract Number: DE00100 **Route:** SR-1110
Physical Division: 5 **County:** Durham
Administrative Division: 5 **TIP Number:** W-5205X, EB-4411D
Length: 2.633 miles **Federal Aid Number:** STPEB-000S(752)
Resident Engineer: Michelle H. Gaddy, PE **RE Phone Number:** (919)840-0914
Location Description: SR 1110 (BARBEE CHAPEL RD/FARRINGTON RD) AND SR 1107 (STAGECOACH RD)
Type of Work: SR 1110 WIDENING FOR BIKE LANES
Contractor Name: BARNHILL CONTRACTING COMPANY
Contract Amount: \$1,645,601.25 **Cost Overrun/Underrun:**
Availability Date: 8/18/2014 **Letting Date:** 7/23/2014
Completion Date: 11/21/2014 **Work Began:** 8/26/2014
Revised Completion Date: **Estimated Completion:**
Last Estimate Thru: **Scheduled Progress:**
Last Estimate Paid: **Actual Progress:**

<u>Let (B)</u>	<u>TIP Sub No.</u>	<u>Div</u>	<u>Let Type</u>	<u>Description</u>	<u>Con Est</u>	<u>ROW Est</u>	<u>Status</u>
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-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-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
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
02/15	Small Constr.	5	Division POC Let (DPOC)	Barbee Rd at Herndon Rd - RBT	\$630,000	\$150,000	Need Muni. 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 90%, Utility Eng. 75%
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		
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 10%
08/15	SS-4905CJ	5	Division POC Let (DPOC)	US 70 at Peyton Ave. (SR 1957) - construct island and revise pm's	\$30,000	N/A	Survey
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		
01/16	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	
02/16	W-5601E	5	Division POC Let (DPOC)	NC 157 (GUESS ROAD) AT NORTH POINTE DRIVE/ALBANY STREET			

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		MPO Board 9/10/2014 Attachment 16
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	
09/16	C-4928	5	NON - DOT LET (Congestion Mitigation)	DURHAM - MORREENE ROAD FROM NEAL ROAD TO ERWIN ROAD	\$1,990,000		
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	\$2,000,000	
	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 Entrance 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 NCRP 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 accommodations 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 - re-visit 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 NCRP 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
	SS-4905CF	5	Division annual needs contract	Signal at SR 1443 (Horton Rd.) at Stadium Dr.	\$100,000	\$16,000	Need plans
	SS-4905CH	5	Division annual needs contract	Close crossover on US 15-501 at SR 1333 and install signal at SR 1116 (Garrett Rd) at Falls Mountain Way.	\$200,000	\$16,000	Island Plans Needed Signal Plans in Hand
	SS-4905CK	5	Division annual needs contract	Flashing Yellow Arrow and pedestrian accommodations for 8 signals along US 501 Bus.			Need plans

NCDOT DIV 7 ACTIVE PROJECTS LOCATED IN DCHCMPO

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	45% Complete 24% 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 approved.	\$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	34%Complete 23% 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. Evaluating cost estimates.	\$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 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.	85%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.	38% Complete 79% 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		Yates Construction, Inc.	100% Complete. Final acceptance pending.	\$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.	72% Complete 26% Schedule	9/10/2014 Attachment 16 \$640,000	High Hazard Safety
W-52071 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 (20% Complete), Availability in Spring 2015.	\$50,000 PE \$75,000 R/W \$600,000 CON	High Hazard Safety, Need more PE funding
W-5318 46141.3.1	Remedial paving on NC 86 from NC 57 to Caswell Co. line.	8/7/2014	11/15/14	Carolina Sunrock, LLC	Available 9/2/14	\$84,754	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	90% complete, Traffic pole relocated, waiting on radius improvements	\$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 44227 44247	Churton Street Access Improvements - Traffic signal and curb ramp revisions on east side of NC 86 (Churton Street) at SR 1150/SR 1002 (King Street), and NC 86 (Churton Street) at Margaret Street. Grading, curb & gutter, crosswalks and signal modifications on the west side of NC 86 /US 70 Bus.(Churton Street) from Tryon Street to just south of Margaret Street. Grading, curb & gutter, crosswalk and bus pull-out on NC 86 / US 70 Bus. (Churton Street) from south of Margaret Street to just south of Nash and Koolock Street in Hillsborough.	Pending coordination with Town of Hillsborough and SHPO	Pending coordination with Town of Hillsborough and SHPO		Project being design by Summit Engineering, waiting on cost estimate	\$15,000 PE \$47,000 CON \$245,000 CON \$120,000 CON	Spot Safety-State (ADA curb ramp). Combine with Small Construction on west side of NC86 and Contingency for bus pullout. Local Administered project with the Town of Hillsborough

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

AP-GfK Poll: No agreement on how to pay for highways

By JOAN LOWY and JENNIFER AGIESTA, Associated Press August 5, 2014

WASHINGTON (AP) — Small wonder Congress has kept federal highway and transit programs teetering on the edge of insolvency for years, unable to find a politically acceptable long-term source of funds. The public can't make up its mind on how to pay for them either.

Six in 10 Americans think the economic benefits of good highways, railroads and airports outweigh the cost to taxpayers. Yet there is scant support for some of the most frequently discussed options for paying for construction of new roads or the upkeep of existing ones, according to a new Associated Press-GfK poll.

Among those who drive places multiple times per week, 62 percent say the benefits outweigh the costs. Among those who drive less than once a week or not at all, 55 percent say the costs of road improvement are worthwhile.

Yet a majority of all Americans — 58 percent — oppose raising federal gasoline taxes to fund transportation projects such as the repair, replacement or expansion of roads and bridges. Only 14 percent support an increase. And by a better than 2-to-1 margin, Americans oppose having private companies pay for construction of new roads and bridges in exchange for the right to charge tolls. Moving to a usage tax based on how many miles a vehicle drives also draws more opposition than support — 40 percent oppose it, while 20 percent support it.

Support for shifting more responsibility for paying for such projects to state and local government is a tepid 30 percent.

“Congress is actually reflecting what people want,” said Joshua Schank, president and CEO of the Eno Center for Transportation, a transportation think tank. “People want to have a federal (transportation) program and they don't want to pay for it.”

Last week, Congress cobbled together \$10.8 billion to keep transportation aid flowing to states by changing how employers fund worker pension programs, extending customs user fees and transferring money from a fund to repair leaking underground fuel storage tanks. The money was needed to make up a shortfall between aid promised to states and revenue raised by the federal 18.4 cents-per-gallon gas tax and the 24.4 cents-per-gallon diesel tax, which haven't been increased in more than 20 years.

It's the fifth time in the last six years that Congress has patched a hole in the federal Highway Trust Fund that pays for highway and transit aid. Each time it gets more difficult for lawmakers to find the money without increasing the federal budget deficit. Critics described the pension funding changes used this time as budget gimmicks that would cost the government more in the long run and undermine employee pension programs.

The latest patch cleared Congress about three hours before midnight last Thursday, the day before the Transportation Department said it would begin cutting back aid payments to states. The current fix is only expected to cover the revenue gap through next May, when Congress will be back where it started unless lawmakers act sooner.

The most direct solution would be to raise fuel taxes. That's what three blue-ribbon federal commissions have recommended. But opposition to a gas tax increase cuts across party lines, although Republicans are more apt to oppose an increase, 70 percent, than Democrats, 52 percent.

“Every time we turn around there's another tax, and our gas taxes are so high now,” said James Lane, 52, of Henry County in rural south-central Virginia, who described himself as leaning toward the GOP.

Lane favors allowing companies to pay for the construction of new or expanded roads and bridges in exchange for the right impose tolls on motorists, often for many decades. There have been projects like that in Virginia, but since those roads are in more populated areas of the state where he doesn't drive it makes sense to have the people who use them pay for them, he said.

But Michael Murphy, 63, a data services contractor who lives near San Antonio, Texas, where a high-speed public-private toll road is scheduled to open this fall, said he'd rather see gas taxes increased than tolls imposed on drivers. Roads benefit everyone, even if indirectly, so it's only fair that everyone who drives pays something toward their cost, he said.

A majority of those surveyed, 56 percent, say traffic in the area where they live has gotten worse in the last five years. Only 6 percent say traffic has improved in their area, and 33 percent that it's stayed about the same.

The AP-GfK Poll was conducted July 24-28 using KnowledgePanel, GfK's probability-based online panel designed to be representative of the U.S. population. It involved online interviews with 1,044 adults. It has a margin of sampling error of plus or minus 3.4 percentage points for all respondents, larger for subgroups.

Respondents were first selected randomly using phone or mail survey methods, and were later interviewed online. People selected for KnowledgePanel who didn't otherwise have access to the Internet were provided with the ability to access the Internet at no cost to them.

Durham, Orange officials rank transit, road projects

The Herald-Sun By Ray Gronberg Aug. 13, 2014 @ 05:18 PM

DURHAM — Elected officials from Durham and Orange counties signed off Wednesday on a set of rankings they hope maximizes the chance of securing funding for major transportation projects like a new light-rail line.

Their vote supplied the "local" input the N.C. Department of Transportation needs under a 2013 law before setting spending priorities for roads, public transit, railroads, bikeways and sidewalks for the next 10 years.

Wednesday's vote ratified a series of tradeoffs designed among other things to boost the chances of securing a state subsidy for a light-rail transit connection between Durham and Chapel Hill.

Crucially, that project is receiving the maximum possible support in the rankings from both elected officials and DOT's division engineers, which under DOT policy have an equal say in the required local input.

There was similar cooperation on other tradeoffs.

"It looks like there was great collaboration with the division engineers," said Durham County Commissioner Ellen Reckhow, who chairs the cross-county Transportation Advisory Committee. "We were able to work together and get a reasonably good outcome."

The ranking effort is a byproduct of the moves Gov. Pat McCrory and the N.C. General Assembly made last year to rework the state's system for funding transportation projects.

The change was supposed to make the choice of what to fund that's of statewide importance relatively data-driven, giving progressively more weight to local input the more a project matters only to one region or one DOT operating division.

By General Assembly fiat, transit projects like the Durham-to-Chapel Hill rail line can't qualify for the statewide tier of projects, which receives the biggest share of the money expected to be devoted to transportation-related construction.

Legislators also capped the amount of regional money that can go to transit projects, which means the most the Durham/Chapel Hill line can get from the state over a decade is \$134 million.

Planners had assumed the \$1.8 billion project would need \$455 million from the state.

Even the full \$134 million may be out of reach, as the line didn't fare particularly well in the in-house rankings DOT released in May.

But the local support gives it a "chance of funding," given the way the full ranking system should work, officials say, adding that it "appears likely" the project will get "at least \$82 million."

The support from the area's DOT division engineers boosts the chances of it getting "close to the maximum" the 2013 law allows, city Transportation Department officials said in a memo to the cross-county committee.

The tradeoff there is that local officials and the Durham-area division engineer agreed to score another rail project, a reworking of a N.C. Railroad siding in east Durham, in a way that makes sure it will rank below the light-rail line in the final listing.

The siding scored higher with DOT, but didn't show up as a high priority when engineers looked over the last couple of years at how to improve a series of rail/road crossings in Durham, the city Transportation Department said.

Similar tradeoffs occurred on the highway side of things.

For example, DOT's division staff didn't want to throw its support behind a proposed \$131 million conversion into a freeway of U.S. 15-501 between Interstate 40 and the U.S. 15-501 Bypass.

That project could have been "ensured funding" with division support, but the local engineers shied away because it's expensive enough to crowd out a number of other projects in the region.

So instead, they and local officials threw their support among other things to a \$22 million proposal to widen N.C. 54 between Hope Valley Road and Fayetteville Road, making them at least "competitive" in the battle for funding.

The most expensive road project officials think is likely to receive funding thanks to the new ranking system is a conversion to a freeway of U.S. 70 between Lynn Road and Miami Boulevard. That has an estimated cost of \$109 million, and would complement the soon-to-be-built East End Connector.

Transit-wise, officials also figure they'll get state funding to build new bus hubs in the Southpoint and Patterson Place areas.

DOT is supposed to release its proposed 2016-25 funding plan by Dec. 1. Projects funded in the first five years of the plan in theory are a lock to receive money and actually get built. Those falling in the second half of the decade are subject to "re-prioritization" – a second look – as the agency prepares its follow-on 2018-27 plan.

Saunders: Bus stops are not rider-friendly

The News and Observer By Barry Saunders - Staff Columnist August 13, 2014

Debra West may be the only person you'll ever meet who gets exercise by riding the bus.

West, 51, of Durham, explained how she gets a workout – one she neither wants nor needs – if catching the Durham Area Transit Authority bus to work or to shop when the weather is too hot, too cold, too wet.

"I stand over there," she said, pointing across Fayetteville Street to a bus stop with a shelter and bench, "and when I see the bus coming, I run back over here (to board)."

She often has to dodge traffic when crossing, she said. "By then, you're aggravated before you even get to work. It doesn't make sense to have a shelter over there and not over here."

Exercise? Exercised, too.

On the day I met West, the August climate was unseasonably temperate and the only threat to her came from the weeds that were about to gobble up the sidewalk and anyone who stood still for too long.

West had it made compared to the pretty young woman I saw waiting for a bus on U.S. 70 and Lynn Road. Even had I not left the movie theater only minutes earlier after seeing the James Brown biopic, I would've still been tempted to shout "GET UP OFFA THAT THANG."

No, not that thang that Brown was singing about in his 1976 hit. I would've been referring to the trash can upon which the woman was sitting because there was nothing else there in the muddy, weed-choked field where the bus stop was located.

Those two bus stops were located in Shangri-La compared to one on Cornwallis Road near Fayetteville Street, though. That one is stuck on a 2-foot-wide swath of grass right on the side of the road, with a chain-link fence separating the waiting bus rider from a cemetery.

One wrong step – did I mention that it's only 2 feet wide – when cars zoom up the hill and around the curve and you could end up planted on the other side of that fence.

Don't area transit companies care about their passengers' safety and comfort, one wonders after looking at what passengers must endure just to hop on the bus, Gus?

Of course, they care, John Talmadge said.

Talmadge, director of regional services development for the Triangle Transit Authority, said "We do get complaints from riders and we think those are important ... We're putting resources into improving the stops."

Of the 1,200 to 1,300 bus stops in Durham, he said, about 125 of them have shelters. "We're identifying 20 per year over a 10-year period where we can make improvements," he said. "It won't always be shelters. In some cases it may be lighting improvements" or grading the area so that "riders won't have to stand on the side of the road or in the mud."

Damian Graham of the TTA said each shelter costs about \$10,000.

No, no, I explained to Graham, a TTA spokesman: Not the ones made of gold or rare jewels – just a regular old bus stop shelter made of metal and Plexiglas or whatever that material is. How much for one of those bad boys?

He then explained that the high cost results from having to meet DOT safety regulations and other bureaucratic hoops through which they must jump.

After talking to Graham and Talmadge, I was disabused of the notion – one reinforced every day while driving around the Triangle – that the transit authority is indifferent to the inconveniences imposed upon bus riders. They do seem to care, but on behalf of people sitting on trash cans or standing in mud or baking in the sun – can't they care a little faster?

You see, it's unlikely that many of the people riding Triangle buses do so because they want to keep the Bentley garaged or because they choose to "go green." Okay, maybe in parts of Chapel Hill.

Most people, though, ride the bus because it is a necessity. It shouldn't be an odious and aggravating one.

Nimble transit planning

The Herald-Sun Opinion Aug. 14, 2014 @ 06:21 PM

Officials in Durham and Orange counties have managed to creatively navigate new state transportation planning guidelines and come up with a united two-county push for resources for a light rail line linking Durham and Chapel Hill.

The Cross-County Transportation Committee adopted a set of rankings Wednesday for major transportation projects that gave the light rail line the maximum support. It reflects the long-standing belief by local officials that light rail – or some kind of improved, high-speed mass transit – is critical as our area continues its rapid growth.

In both counties, elected officials know they have the wind of public opinion at their backs, with both having won voter approval for an additional half-percent local sales tax to be devoted to transit projects. Roughly six out of 10 voters in each county agreed with the added tax in separate referenda.

Boosting the position of our local officials in pressing the case for state subsidies for the rail project, division engineers for the N. C. Department of Transportation scored the project similarly highly. The engineers and local elected officials have equal weight in providing “local input” for state transportation planning.

DOT is following a new, more data-driven process for planning road projects. By and large, that’s a wise approach to road planning that too often has been driven by political concerns, lobbying efforts and the historically outsized influence of rural legislators.

Indeed, the process, by funneling the larger share of state road funds to projects with statewide impact, will work somewhat against our region’s efforts to secure light-rail funding. It’s hard to argue with the overall priorities, though – and local officials by working with DOT on some tradeoffs in the plans have been able to gain maximum leverage for the funds that will be available for such regional projects.

It doesn’t take more than a couple of encounters with the congestion that can clog Interstate 40 between Raleigh and Durham, especially around the Research Triangle Park, or a rush-hour slog along U.S. 15-501 or N. C. 54 between Durham and Chapel Hill, to realize we can’t keep pouring more and more asphalt to meet our transportation needs.

As bad as traffic is today, the prospect of the Research Triangle region growing by close to another million people in the next couple decades should focus our thinking on alternatives.

Our leaders in Durham and Chapel Hill have been doing just that – even if their counterparts in Raleigh and Wake County have proven far more cautious.

The coalescence at our end of the Triangle around the light rail project is another sign of the foresight and persistence that gives hope the project may one day become a reality.

Triangle Transit raises fares, adds Sunday bus service next week

The News and Observer By Bruce Siceloff August 14, 2014

RALEIGH — Most Triangle Transit bus patrons will start paying more for their rides when the regional agency increases its fares next week, for the first time in 10 years.

And Triangle Transit will inaugurate Sunday service on a handful of routes, stepping up to a seven-day schedule for the first time in its 21-year history.

Raleigh's Capital Area Transit is preparing to follow suit with a cash fare hike from \$1 to \$1.25 starting Oct. 1. The city's Transit Authority set that date during its meeting Thursday, although a fare increase for Accessible Raleigh Transit – the service for people with disabilities – will be delayed until January.

For riders on Triangle Transit buses, the base cash fare will increase Monday from \$2 to \$2.25. Most other rates also will rise. But some commuters will find value in new 7-day passes, cheaper than Triangle Transit's old 5-day passes: \$16.50 for regular routes, \$22 for express buses.

Also Monday, the three-county agency will launch a new weekday, rush-hour Orange-Durham Express (ODX) bus for Durham workers who live in northern Orange and Alamance counties. The ODX bus will run to Duke Medical Center and downtown Durham from a Hillsborough park-and-ride lot at North Churton Street and U.S. 70. Next year the ODX route will be extended westward to pick up commuters in Efland and Mebane.

Triangle Transit will start Sunday operations Aug. 24 on four routes, which also will see its Saturday evening hours extended to 11 p.m.

The service expansions are being funded mostly with a half-cent sales tax dedicated to transit improvements, approved by county commissioners and voters in Orange and Durham counties. The two counties have collected the transit tax since April 2013 to pay for new bus service and design work for a planned light-rail line between UNC-Chapel Hill and downtown Durham.

Wake commissioners have delayed action on a possible transit tax. A new state law signed by the governor last week will prevent Wake voters from considering a half cent transit sales tax before 2016.

The Triangle Transit improvements are limited to Orange and Durham counties except for one: Route 100 from Raleigh to Raleigh-Durham International Airport. Along with Triangle Transit's 400, 700 and 800 buses, the Raleigh-RDU 100 bus will start running Saturday evenings and Sundays between 7 a.m. and 7 p.m.

Requests for Sunday bus service

The bus goes from Raleigh's Moore Square Transit Center to RDU, with stops along the way including N.C. State University. It also stops at the Regional Transit Center in Research Triangle Park to pick up airport patrons from Orange and Durham counties.

"Sunday service is a popular request we've gotten over the years," said John Tallmadge, Triangle Transit's commuter resources director. "We expect we'll pick up more people who are able to use the airport bus service for leisure travel, because now they have an option to return on Sunday."

The Saturday night and Sunday buses also will benefit Orange and Durham county residents who commute to restaurant and retail jobs, Tallmadge said.

"Some of the feedback we've gotten is: This is great, now I can work Sunday and get more hours in my job," he said. "Some people have had to take taxicabs to get to their jobs on Sundays."

Triangle Transit trustees considered low-income riders when they approved new rates for fares and bus passes, Tallmadge said. The discount rates offered to disabled riders will not increase, and these discounts will be extended to riders aged 13 to 18.

But free rides are ending for seniors aged 65 and over, and children aged 6 to 12. These riders now will pay the same discounted prices offered to disabled riders.

In Durham, the city council balked last year at raising fares for Durham Area Transit Authority riders, citing concern for low-income residents who depend on public transportation. The city is dipping into property tax revenue to cover increased transit operation costs.

Raleigh's CAT is gearing up for its first rate increase since 2007, to take effect Oct. 1. In addition to the quarter cash fare hike, a 31-day pass will go from \$36 to \$45.

Transit costs rising

Southeast Raleigh community leaders have opposed the CAT fare increases, raising equity issues around the fare-free R-Line circulator bus that CAT operates for downtown shoppers and workers, tourists, and late-night bar-hoppers. State Transportation Secretary Tony Tata had invited city officials and community representatives to discuss the R-Line at a meeting next week, but a CAT official said Thursday that the meeting has been cancelled.

Both CAT and Triangle Transit have seen their costs rise in recent years, and the share of operating expenses covered by farebox collections has fallen. Triangle Transit calculates that riders will be paying about 20 percent of the service cost – up from the current 15 to 16 percent – when the new rates take effect.

CAT's fare increase will generate \$347,593 this fiscal year and \$576,534 next year. The Raleigh Transit Authority voted Thursday to spend the money on service improvements, adding more frequent midday trips along Falls of Neuse Road and running buses on holidays.

CAT and Triangle Transit also have announced plans to raise their rates again in 2016. They're expecting to spend a lot more money in coming years whenever it comes time to replace old buses with new ones.

In the past, the local share of bus replacement costs was usually only 10 percent. But both the state and federal governments have cut spending and changed their formulas for providing help with new bus purchases.

"We're expecting to have to pick up about 75 percent of the cost of vehicle replacement," Tallmadge said. "That's our rationale for raising fares at this point – so as not to have to raise them even higher down the road, to catch up with this new expense."

DOT resists calls for crossing signal on U.S. 70

The Herald Sun By Ray Gronberg August 18, 2014

DURHAM — N.C. Department of Transportation engineers are standing firm in their refusal of requests from city officials and a Durham advisory board that they install pedestrian-crossing signals at a key intersection along U.S. 70.

"Their viewpoint is they don't feel it's warranted and isn't safe," city Transportation Director Mark Ahrendsen said of the request, which calls for installing the crossing lights at the corner of U.S. 70 and Pleasant Drive as part of upcoming work on the East End Connector.

Ahrendsen's comments echoed those of Joey Hopkins, DOT's deputy division engineer for the Durham area. Hopkins did say, however, that DOT is willing to "revisit" the matter if changing development or traffic patterns warrant.

Hopkins added that "nobody [at DOT] has felt comfortable with encouraging pedestrians to cross U.S. 70 there."

The intersection is likely to become more important after construction of the East End Connector – a roughly 2-mile freeway link between U.S. 70 and the Durham Freeway.

Builders as part of the project will have to rework several intersections along the U.S. 70 corridor, including one to the north of Pleasant Drive at Lynn Road that now serves as a bus stop.

The changes to the Lynn Road intersection – including the elimination of a Durham Area Transit Authority bus stop there – are likely to channel more vehicle and pedestrian traffic through the Pleasant Drive crossing, said Erik Landfried, chairman of Durham's Bicycle & Pedestrian Advisory Commission.

Landfried's panel has been the most vocal advocate of accommodating pedestrians at 70 and Pleasant, part of what he says is a long stretch of the highway that lacks easy crossings.

"This is an opportunity to start to chip away at that," he said.

Hopkins and Ahrendsen said there isn't now a lot of pedestrian activity at the U.S. 70/Pleasant Drive intersection.

The DOT engineer added that there's also "not a lot of reasons" for people to want to cross there, as the land around it is only lightly developed.

But "a big commercial project is a game-changer, and we'd need to look at it," he said, acknowledging the possibility of future development at the corner.

Landfried, however, said people do cross the highway there and added that local officials are trying to encourage development in the 70 corridor.

"The way it's designed was not designed for creating pedestrian activity, but it's going to exist, and it would be nice to have something out there to mitigate some of the risks for the people who are going to cross that road," Landfried said.

In supporting the commission's request, city Transportation Department officials have argued that "it's not so much we're trying to encourage pedestrian activity as safely accommodate it," Ahrendsen said.

Hopkins pointed out that the upcoming changes to the U.S. 70 corridor won't be the last. Local officials hope to secure state funding soon for a \$109 million project that would convert the relevant segment of U.S. 70 into a freeway.

If that pays off, as part of the resulting project "you'd have to come up with a longer-term solution to get people across 70," on foot or in vehicles, he said.

Bicyclists secondary in Club Blvd. plan, city official says

The Herald-Sun Ray Gronberg Aug. 20, 2014 @ 05:44 PM

DURHAM — Accommodating bicyclists on West Club Boulevard isn't a "primary objective" of a \$350,000 traffic-calming project that will narrow five intersections in the Watts Hospital-Hillandale neighborhood, Durham's transportation director says.

The proposed "neck-downs" on Club from Georgia Avenue to Maryland Avenue have drawn fire from bicyclists who say they'll force them to weave, unsafely, in and out of the main flow of traffic.

But in speaking this week to Durham's Bicycle & Pedestrian Advisory Commission, Transportation Director Mark Ahrendsen said city staffers feel the design is "not unsafe" and intend to proceed as long as Watts-Hillandale's neighborhood association supports it.

That design is supposed to slow car and truck traffic and make it easier for pedestrians to cross Club Boulevard, he said, adding that engineers can't always come up with a plan that can serve every form of traffic equally well.

"We considered the cyclists and realize they will have to share the same space as vehicles through the intersections," Ahrendsen told the panel. "We realized that was part of the trade-off we came up with for this one."

Commission members, however, appeared to agree with bicyclists on the safety issue.

The strongest comments on that score came from Scott Carter, a county appointee to the panel who's also the husband of Durham school board Chairwoman Heidi Carter.

"I'd hate to be in a position a year after these neck-downs are installed where a bicyclist gets hurt or killed and it's because they had to navigate [them], and then we're in a crisis situation of trying to adjust after that," he told Ahrendsen.

The panel, joined by several neighborhood activists in the audience, also voiced unease at the veto the city's given

the Watts Hospital-Hillandale Neighborhood Association over any design changes.

Officials in 2001 promised the neighborhood a series of traffic-calming projects, to include the neck-downs. Higher-priority initiatives elsewhere in the city delayed the neck-down installation, but officials are now following through with the original City Council promise, Ahrendsen said.

The neighborhood association to date has backed the project, in part because a redesign could lead to further delays. Ahrendsen estimated that it might take "two or three years" for the project to get back to the head of the line if it's postponed.

But others were quick to note that Club Boulevard doesn't serve Watts-Hillandale exclusively.

"It's sounding a little bit like it only involves the neighborhood," county delegate Jennifer McDuffie said. "Community is larger than that. We have a large cycling community in Durham, and a lot of people use that road."

"This project is being funded by city taxpayer funds, not just the neighborhood," added Cynthia Van Der Wiele, another county appointee to the commission.

That view received support from two Watts-Hillandale and Trinity Park neighborhood activists who attended the meeting, Walter Mullin and Martin Steinmeyer.

"Club Boulevard isn't a private street; it's a public commons," Mullin said.

"When I speak as a representative of a neighborhood with the city, I do so on the assumption there's a process that balances the neighborhood out with the interests of the wider community," Steinmeyer added. "I only dare to do this if I know there's somebody at a higher level balancing the other concerns."

Another Watts-Hillandale resident, Galia Goodman, added that the neighborhood association isn't speaking for all its constituents.

"The neighborhood as a whole does not necessarily accept this as the best solution," Goodman said, making it clear she doesn't agree with the plan. "The board has decided to speak with one voice, but we're working on them."

She also alluded to the death last year of Watts-Hillandale activist Seth Vidal, a software developer and avid biker killed when a hit-and-run motorist struck him on Hillandale Road.

"It's not a done deal, as far as we're concerned, until the spades go into the ground," Goodman said. "Those of us on the other side really do not feel that only accepting the necessity for one group of citizens is a good thing. I want the pedestrians to be safe. But I lost a good, close friend last year where that road narrows on Hillandale, and I don't want to have to bury anybody else because we weren't paying attention."

Ahrendsen said last week the project is on track for installation of the neck-downs to begin in May, provided the City Council approves a construction contract sometime this winter.

The council includes two Watts-Hillandale residents, Don Moffitt and Steve Schewel. Schewel has already signaled that he intends to take his cues from the neighborhood association.

EPA says N.C. meets federal air quality standards

Triangle Business Journal By Dawn Kurry Wednesday, August 27, 2014, 2:25pm EDT

The Environmental Protection Agency says North Carolina now meets the new national air quality standard for fine particle pollution.

Haze, respiratory conditions, aggravated heart and lung disease were some of the issues high ozone levels and particle pollution contributed to. In 2012, the EPA lowered the annual standard from 15 micrograms to 12 micrograms per cubic meter, and the state Division of Air Quality's air monitoring has not exceeded the new standard, according to the N.C. Department of Environmental and Natural Resources.

Every two years, NCDENR assesses the state's air quality. In 2002, Wake County displayed 14.6 micrograms of pollutants. In 2006, the county displayed 13.6 micrograms, by 2008 the county displayed 12.5 micrograms, in 2010 it dropped to 10.2 micrograms and currently reflects 10 micrograms.

Regulations enacted and statewide improvements made since 2002 required power plants to reduce nitrogen oxide and sulfur dioxide emissions by three-fourths. According to NCDENR, this adjustment has allowed the state to reduce air quality problems, including ozone, haze, particle pollution and acid deposition.

"There have been a number of factors to those levels declining," says Tom Mathers, spokesperson for the NCDENR. "The biggest was probably the Clean Smokestacks Act, passed in 2002. That required a lot of very expensive control equipment. They added scrubbers and other controls at the largest plants and closed a lot of the older plants or converted them to other fuels such as natural gas. That led to a very substantial decrease in emissions."