



## **Technical Committee Meeting Agenda**

Wednesday, July 26, 2017

9:00 AM

Committee Room 2nd Floor  
Durham City Hall 101 City Hall Plaza  
Durham, NC 27701

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

### **CONSENT AGENDA**

4. **Approval of the May 24, 2017 TC Meeting Minutes**

[17-162](#)

A copy of the May 24, 2017 minutes is enclosed.

**TC Action:** Approve the minutes of the May 24, 2017 TC meeting.

**Attachments:** [2017-07-26 \(17-162\) TC Meeting Minutes 5.24.17.pdf](#)

### **ACTION ITEMS**

5. **Resolution in Support of Vision Zero Durham (15 minutes)**

[17-164](#)

**Terry Bellamy, City of Durham Director of Transportation**

The City of Durham Transportation Department is launching Vision Zero Durham, a roadway safety program, on August 1, 2017. First implemented in Sweden in the 1990s, Vision Zero has achieved great success in Europe and continues to gain momentum internationally. Approximately 39,822 crashes have occurred on Durham roadways from 2001-2014. One hundred and three pedestrians, cyclists, and motorists have died as a result of these crashes. The goal of Vision Zero Durham is to achieve zero fatalities and serious injuries on our roadways by working with our partners to implement the 5E Strategy - education, evaluation, enforcement, engineering, and encouragement. The City of Durham Transportation Department will host a Vision Zero kick-off meeting on August 1, 2017 at 2pm in the Committee Room (2nd floor, City Hall) with representatives from the City of Durham, Durham County, and various community organizations. At this meeting, we will discuss why Vision Zero is important for Durham and the role that our partners can play in promoting Vision Zero Durham. Members of the TC are invited to attend this event.

The City of Durham Transportation Department is currently in the process of scheduling a series of events for the second week of September for Vision Zero Durham week. The Transportation Department is also finalizing its Vision Zero Durham Action Plan, a document that will lay out our long and short-term strategies and goals for Vision Zero Durham.

Forward the resolution to the MPO Board.

**Attachments:** [2017-07-26 \(17-164\) Vision Zero Durham Resolution.pdf](#)

6. **Authorize Durham City Manager on behalf of DCHC MPO to enter into agreement with North Carolina Department of Transportation (NCDOT) for the Metropolitan Planning Program Grant (Section 5303) for FY18. (1 minute)** [17-165](#)

**Meg Scully, LPA Staff**

The Metropolitan Planning Program Grant (Section 5303) scope and budget for FY18 were approved by the MPO Board as part of the FY18 Unified Planning Work Program (UPWP) on February 8, 2017. The Durham City Manager, on behalf of DCHC MPO, is the contractor's authorized representative for the agreement between NCDOT and the City of Durham. The MPO Board must authorize the City Manager to enter into agreement with the NCDOT. A copy of the grant agreement is attached.

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

**Attachments:** [2017-07-26 \(17-165\) FY18 5303 contract for Board approval.pdf](#)

7. **FY18 Unified Planning Work Program Amendment Schedule and FY18 Grant Reporting Due Dates (5 minutes)** [17-166](#)

**Meg Scully, LPA Staff**

DCHC MPO is required by federal regulations to prepare an annual Unified Planning Work Program (UPWP) that details and guides the urban area transportation planning activities. On February 8, 2017, the DCHC MPO Board approved the FY18 UPWP with a period of performance from July 1, 2017, to June 30, 2018. Attached is the amendment schedule for the FY18 UPWP. Also attached for review are the grant reporting due dates for FY18.

Receive the amendment schedule for the FY18 UPWP and the grant reporting due dates for FY18.

**Attachments:** [2017-07-26 \(17-166\) FY18 UPWP Amendment Schedule.pdf](#)

[2017-07-26 \(17-166\) FY18 grant reporting dates.pdf](#)

**8. FFY17 Section 5307/5340 FULL Apportionment Split Letter (5 minutes)**[17-167](#)**Meg Scully, LPA Staff**

Section 5307/5340 funds are allocated to urbanized areas for transit capital and operating assistance, and for transportation-related planning. The MPO's full apportionment for FFY17 for each program was released by FTA and the LPA staff, in consultation with the four fixed-route transit operators, developed a recommended distribution of this funding. A 'split letter' to FTA regarding the allocation of these funds among transit operators must be approved by the Board to authorize the transit operators to seek applications for funding. Attached is the split letter to FTA and a memorandum with additional information on the 5307/5340 program.

Recommend that the Board approve the distribution and endorse the attached FFY17 FULL apportionment split letter.

**Attachments:**[2017-07-26 \(17-167\) Memo Section 5307-5340 FFY17 FULL apportionment.pdf](#)[2017-07-26 \(17-167\) FFY17 5307 FULL split letter.pdf](#)

**9. FY2018-27 TIP Update (15 minutes)**[17-152](#)**Aaron Cain, LPA Staff**

On June 22, 2017 NCDOT awarded CMAQ grants to DCHC MPO (see attached letter). All projects that were submitted and approved by the MPO Board were awarded their full funding request. In addition, the FY2018-27 Draft State Transportation Improvement Plan (STIP) was released on June 28, 2017. Several projects that were previously unfunded are now funded in the Draft STIP. These projects are shown in the attached document. No DCHC projects were removed in the most recent version of the Draft STIP.

The CMAQ and STIP projects, plus the STBDGA projects that have been reviewed by the MPO TC and Board, will form the Transportation Improvement Plan (TIP). Here is an updated timeline for the TIP:

July-August 2017 - MPO staff develops TIP

August 23, 2017 - TC reviews final draft of TIP, forwards to MPO Board

September 13, 2017 - MPO Board approves TIP

October 1, 2017 - Deadline for TIP to be congruent with STIP

There are three projects in the Draft STIP that MPO staff, in consultation with local government and NCDOT staff, recommend removing:

I-5702A - Managed lanes on I-40 from US-15/501 to the Durham Freeway;

I-5702B - Managed lanes on I-40 from the Durham Freeway to Wade Avenue; and

P-5710 - Grade separation of the Norfolk Southern line at Blackwell and Mangum streets.

Staff, and some elected officials on the MPO Board, have expressed concerns over cost and equity issues with managed lanes. The City of Durham does not at this time support a grade separation in the heart of Downtown. Division 5 staff have concurred with the removal of these projects. CAMPO staff will also have to concur in order to remove I-5702B since a portion of the project is in Wake County.

Per the DCHC MPO Public Involvement Plan, the Draft TIP must be published for a 21-day public comment period prior to adoption by the MPO Board. LPA staff will release the Draft TIP on August 23, 2017, and hold a public hearing on September 13, 2017 prior to adoption by the Board.

**TC Action:** Recommend to the MPO Board that projects I-5702A, I-5702B, and P-5710 be removed from the STIP. Recommend that the MPO Board release the Draft TIP for public comment.

**Attachments:**

[2017-07-26 \(17-152\) Draft STIP Changes 6-28-17.pdf](#)

[2017-07-26 \(17-152\) FY18-19 CMAQ Award Letter.pdf](#)

**10. SPOT 5.0 Update (30 minutes)**[17-153](#)**Aaron Cain, LPA Staff**

DCHC MPO staff has begun the process of entering projects for scoring into the SPOT 5.0 process, which rates projects across the state to determine which will be funded for the FY2020-29 Transportation Improvement Plan (TIP). A final list will be brought to the TC for its consideration at its August 23 meeting, and to the MPO Board for approval at its September 13 meeting. New project submissions are due by September 29.

A few projects that were scheduled to be submitted for SPOT 5.0 were included in the FY2018-27 Draft STIP that was released on June 28, 2017. Due to the inclusion of those projects, LPA staff will enter 34 highway and 35 bike/ped projects (rather than the 36 projects each) into the SPOT scoring system in order to obtain preliminary scores. Those preliminary scores will help guide staff in its recommendations of the final projects to be submitted for SPOT 5.0. DCHC is allowed to submit 23 projects per mode for final scoring (DCHC will submit 21 transit and 10 rail projects; therefore preliminary scores are not necessary).

Data is being compiled for bike/ped projects. Once that data has been compiled, LPA staff will obtain preliminary scores as quickly as possible and convene a subcommittee to discuss those scores.

In addition to the projects being submitted for SPOT 5.0, MPO staff has a deadline of August 25 to submit any modifications of carryover projects (see attached list). There are fewer projects to be modified or deleted primarily due to either a project becoming committed in the recently released Draft STIP (at which point it cannot be modified because it does not get rescored in SPOT), or the Division not agreeing to the modification. The MPO Board previously authorized staff to move forward with modifications and deletions.

NC Secretary of Transportation Trogdon encouraged all NCDOT divisions to investigate use of alternate criteria for highway projects for SPOT 5.0. All three divisions within the MPO jurisdiction have developed alternate criteria for regional and/or division projects (see attached). MPO staff is in agreement with the proposed alternate criteria and recommends that the TC forward it to the Board for its consideration.

**TC Action:** Review the list of proposed modifications and deletions. Recommend that the MPO Board endorse the proposed alternate criteria for highway projects in SPOT 5.0.

**Attachments:**[2017-07-26 \(17-153\) Modifications and Deletions for SPOT 5.0.pdf](#)[2017-07-26 \(17-153\) Proposed Alternate Criteria for SPOT 5.0.pdf](#)

11. **2045 Metropolitan Transportation Plan (MTP) -- Deficiency Analysis (20 minutes)** [17-155](#)

**Felix Nwoko, LPA Manager**

The Deficiency Analysis is the next step in the 2045 MTP development process. It uses regional, corridor and roadway level analysis to identify future transportation deficiencies. The attached presentation provides background information and examples of the analysis tools. All the detailed data, tables and maps are available on the Deficiencies tab of the MPO's 2045 MTP Web page: [www.bit.ly/DCHC-MTP](http://www.bit.ly/DCHC-MTP). The Community Plan land use scenario, on which the Deficiency Analysis is based, is already available on the Land Use tab of that Web site.

The proposed schedule for the 2045 MTP is as follows:

- \* Deficiency Analysis; Board release in June
- \* Alternatives Analysis, Board release in August
- \* Locally Preferred Alternative (LPA), Board release in October
- \* Adopted 2045 MTP, Board adopt in December.

**TC Action:** Forward Deficiency Analysis to the Board for review and release for public comment.

**Board Action:** Review and release for public comment.

**Attachments:** [2017-06-14 \(17-155\) DeficiencyAnalysis.pdf](#)

**12. New Position for Transit Planning Services for DCHC MPO (15 minutes)**[17-163](#)**Felix Nwoko, LPA Staff**

The Durham and Orange County Transit Plans, adopted in April 2017, include an expectation that each county would create a Staff Working Group (SWG) to develop Annual Transit Work Plans and review quarterly progress reports on the D-O LRT and other transit projects and services. Furthermore, the plans envision, and fund, an administrator to provide services to support the SWGs.

Subsequent discussions between DCHC, GoTriangle, and Triangle J Council of Governments (TJCOG) have determined that one position should be housed within DCHC to serve these functions. In addition to serving the SWGs, the position would also perform transit planning and other duties for DCHC. These duties are further described in the attached memo.

Should the MPO Board approve the position, the position request will move forward to the Durham City Council on August 21 for their approval as the lead planning agency. Once approved by the Durham City Council, LPA staff will advertise the position as soon as possible in order to fill the position by October 1, 2017 and meet upcoming requirements as called for in the County Transit Plans.

**TC Action:** Recommend to the MPO Board that the position of Transit Planner to support the recently adopted Durham and Orange County Transit Plans be approved.

**Attachments:**      [2017-07-26 \(17-163\) Transit Planner Position Memo.pdf](#)

**REPORTS FROM STAFF:****13. Report from Staff**[17-107](#)**Felix Nwoko, LPA Staff**

**TC Action:** Receive report from Staff.

**Attachments:**      [2017-07-26 \(17-107\) LPA staff report.pdf](#)

**14. Report from the Chair**[17-108](#)**Ellen Beckmann, TC Chair**

**TC Action:** Receive report from the TC Chair.



**15. NCDOT Reports**[17-109](#)

Joey Hopkins (David Keilson/Richard Hancock), Division 5 - NCDOT

Mike Mills (Pat Wilson/Ed Lewis), Division 7 - NCDOT

Brandon Jones (Bryan Kluchar, Jen Britt), Division 8 - NCDOT

Julie Bogle, Transportation Planning Branch - NCDOT

Traffic Operations - NCDOT

**TC Action:** Receive reports from NCDOT.

Attachments:      [2017-07-26 \(17-109\) NCDOT Progress Report.pdf](#)

**INFORMATIONAL ITEMS:**

**Adjourn**

**Next meeting: August 23, 9 a.m., Committee Room**

**Dates of Upcoming Transportation-Related Meetings: None**

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

**TECHNICAL COMMITTEE**

**24 May 2017**

**MINUTES OF MEETING**

The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Technical Committee met on 24 May 2017 at 9:00 a.m. in the City Council Committee Room, located on the second floor of Durham City Hall. The following people were in attendance:

Margaret Hauth (Vice Chair)	Hillsborough Planning
Kayla Seibel (Member)	Chapel Hill Planning
Kumar Neppalli (Member)	Chapel Hill Engineering
Hannah Jacobson (Member)	City of Durham Planning
Pierre Osei-Owusu (Member)	City of Durham Transportation
Tina Moon (Member)	Carrboro Planning
Bergen Watterson (Member)	Chapel Hill Planning
Laura Woods (Member)	Durham County Planning
Theo Letman (Member)	Orange Public Transportation
Max Bushell (Member)	Orange County Planning
Cara Coppola (Member)	Chatham County Planning
John Hodges-Copple (Member)	Triangle J Council of Governments
Geoff Green (Member)	GoTriangle
Gretchen Coperine (Member)	Research Triangle Foundation
Brandon Jones (Member)	NCDOT, Division 8
Julie Bogle (Member)	NCDOT, TPB
Kurt Stolka (Member)	UNC
Richard Hancock (Alternate)	NCDOT, Division 5
Patrick Wilson (Alternate)	NCDOT, Division 7
Jen Britt (Alternate)	NCDOT, Division 8
Dale McKeel	City of Durham/DCHC MPO
Felix Nwoko	DCHC MPO
Andy Henry	DCHC MPO
Meg Scully	DCHC MPO
Brian Rhodes	DCHC MPO
Aaron Cain	DCHC MPO
Anne Phillips	DCHC MPO
Richard Major	GoTriangle
Jessica Kemp	City of Durham General Services
Bill Barlow	Atkins North America

Quorum Count: 20 of 31 Voting Members

Vice Chair Margaret Hauth called the meeting to order at 9:07 a.m. A roll call was performed. The Voting Members and Alternate Voting Members of the DCHC MPO Technical Committee (TC) were identified and are indicated above. Vice Chair Margaret Hauth reminded everyone to sign-in using the sign-in sheet that was being circulated.

# **PRELIMINARIES:**

## **2. Adjustments to the Agenda**

Felix Nwoko stated that he would add an item about MPO transit performance measures and targets to the end of the agenda.

## **3. Public Comments**

Vice Chair Margaret Hauth asked if there were any members of the public signed up to speak. There were no members of the public signed up to speak during the meeting.

# **CONSENT AGENDA:**

## **4. Approval of April 26, 2017, TC Meeting Minutes**

There was no discussion of the minutes. Geoff Green made a motion to approve the April 26, 2017, TC meeting minutes. Max Bushell seconded the motion. The motion passed unanimously.

# **ACTION ITEMS:**

## **5. 2045 Metropolitan Transportation Plan (MTP) -- Deficiency Analysis**

Andy Henry, LPA Staff

The Deficiency Analysis is the next step in the 2045 MTP development process. It uses region, corridor, and roadway level analyses to identify future transportation deficiencies. Andy Henry discussed differences between the MTP and the Comprehensive Transportation Plan (CTP) and the Deficiency Analysis methodology. Andy Henry described the impact of projected population and employment growth on traffic in the region. Andy Henry stated that the current deficiency analysis model does not account for the impact of Light Rail Transit (LRT) and Bus Rapid Transit (BRT). He also provided examples of travel times that would be affected by future congestion.

Felix Nwoko and Andy Henry discussed how isolating transit-friendly zones might affect the overall model.

John Hodges-Copple and Andy Henry discussed examples of areas that offer few or no alternatives to congested routes. In response to a question from Max Bushell, Andy Henry explained his choice of congestion metrics. Andy Henry provided examples of the most congested corridor segments in response to a question from Meg Scully. Max Bushell suggested that it might be wise to refer to past projects to show that corridors will remain congested in spite of continuous efforts to alleviate congestion. John Hodges-Copple reiterated Max Bushell's suggestion.

Andy Henry reviewed the schedule for developing and adopting the MTP. He noted that the MPO has an interest in expediting the MTP development because approval after February 2018 would impose new Fixing America's Surface Transportation (FAST) Act requirements, and an approval after April 2018 would mean a plan lapse. Andy Henry promised to update the Deficiency Analysis presentation based on feedback he received from John Hodges-Copple and Max Bushell.

Max Bushell made a motion to forward the Deficiency Analysis to the MPO Board. Geoff Green seconded the motion. The motion passed unanimously.

#### **6. SPOT 5.0 Update**

Aaron Cain, LPA Staff

Aaron Cain drew attention to a handout with the calendar for submitting projects for the Strategic Prioritization Office of Transportation (SPOT) 5.0. He outlined plans for reducing the number of highway and bicycle/pedestrian projects to the thresholds allowed by the SPOT process. Aaron Cain noted that the number of rail and transit projects is below the threshold allowed by the SPOT process.

Felix Nwoko and Aaron Cain discussed whether the bicycle/pedestrian project on Old NC 86 should be submitted by Carrboro or Orange County.

Aaron Cain stated that some projects may be removed from SPOT consideration because they will be funded and included in the final Statewide Transportation Improvement Program (STIP). Aaron

Cain added that the proposed final STIP would be released in the summer and will likely be approved by the North Carolina Department of Transportation (NCDOT) Board of Transportation (BOT) in August 2017.

Aaron Cain and Bergen Watterson discussed changes to a Carrboro highway project. Aaron Cain and Pat Wilson discussed the widening project on I-85 in Orange County.

Aaron Cain discussed the next steps and the timeline for submitting projects for the SPOT 5.0 process. In response to a question from Bergen Watterson, Aaron Cain confirmed that the upcoming SPOT subcommittee meeting would be held on May 31, 2017, at 3:30pm.

This item was informational and no further action was required by the TC.

#### **7. STBGDA Projects through FFY18**

Aaron Cain, LPA Staff

Aaron Cain discussed how the BOT plan to adopt the STIP in August, instead of June, will affect development of the Transportation Improvement Program (TIP). Aaron Cain stated that he expected to hear about the Congestion Mitigation Air Quality Program (CMAQ) projects by the end of June. He also drew attention to the list of Surface Transportation Block Grant Program (STBGP) projects. Aaron Cain stated that additional STBGP projects would be incorporated into the TIP, and the TIP would be submitted to the MPO Board for approval in September 2017.

Pierre Osei-Owusu and Meg Scully discussed the procedure for flexing CMAQ funds.

This item was informational and no further action was required by the TC.

#### **8. Approval of Amendment #10 to the FY2016-25 Transportation Improvement Plan**

Aaron Cain, LPA Staff

Amendment #10 to the FY2016-25 TIP includes one request from the City of Durham to program \$383,670 of FY17 STBG funds to project C-5572, West Ellerbe Creek Trail. This request is being made so that funds can be accessed more readily for a project that is ready for construction.

John Hodges Copple made a motion to recommend that the MPO Board approve Amendment #10 to the FY 2016-25 TIP. Hannah Jacobson seconded the motion. The motion passed unanimously.

**Additional Agenda Item: MPO Transit Performance Measures and Targets**

Felix Nwoko, LPA Manager

Felix Nwoko discussed legislative reasons for developing transit performance measures and targets, and the transit agencies that would be required to participate in this process. Felix Nwoko described criteria for the two tiers of performance measures and targets required by federal legislation. He noted that the agencies in the MPO region fall under tier 2 requirements. Felix Nwoko stated that some transit agencies, such as Orange Public Transportation, Durham ACCESS, and Chatham County, have elected to develop performance measures and targets with NCDOT Public Transportation Branch (PTB), instead of the MPO. Felix Nwoko added that because there is no rail transit in the MPO region, the MPO is only required to develop performance measures and targets for three areas: equipment, rolling stock, and facilities. The MPO does not have to develop performance measures for infrastructure. Felix Nwoko discussed the data that would be needed to develop appropriate performance measures and targets.

Vice Chair Margaret Hauth and Felix Nwoko discussed whether performance measures would be applied to bus stops and shelters. Felix Nwoko discussed plans to coordinate the development of transit performance measures and targets with the Capital Area Metropolitan Planning Organization (CAMPO).

Pierre Osei-Owusu and Felix Nwoko discussed how the MPO would account for the performance measures that are being developed by individual transit agencies, such as GoDurham. Felix Nwoko clarified that the MPO Board would be approving the transit performance measures only after information has been gathered from individual transit agencies and made consistent.

Pierre Osei-Owusu and Felix Nwoko discussed the American Public Transportation Association's (APTA) objection to the legislation that requires transit performance measures and targets. Felix Nwoko

clarified that the federal legislation was not setting targets; rather, the MPO and transit agencies would set their own targets.

Felix Nwoko discussed the timeline for developing the transit performance measures and targets. In response to a question from Bergen Watterson, Felix Nwoko clarified that transit agencies have been informed about the required performance measures and targets. Felix Nwoko also discussed some of the steps that need to be taken by transit agencies to develop the performance measures and targets.

In response to an inquiry from Vice Chair Margaret Hauth, Felix Nwoko clarified that the concern that the legislation addresses is that vehicles are being used for longer than their useful life.

Pierre Osei-Owusu stated that difficulties might arise in determining benchmarks given that GoDurham extends the useful life of buses by refurbishing them. Theo Letman and Felix Nwoko discussed whether the useful life benchmark would be measured in years or mileage.

Felix Nwoko discussed the scale for determining the condition of facilities.

There was additional discussion of whether bus stops would be covered by this legislation. Felix Nwoko and Pierre Osei-Owusu confirmed that bus stops are not included.

Richard Major commented that the legislation requiring the performance measures and targets is primarily about safety.

Felix Nwoko and Vice Chair Margaret Hauth discussed the implications of agencies being able to choose their own benchmarks and how this may change in the future.

Felix Nwoko gave the TC two options to move forward with this process, vote to recommend approval of the targets or recommend that a subcommittee meet to address lingering questions and refine the targets.

Cara Coppola and Felix Nwoko discussed how the legislative mandate would apply to Chatham County. In response to a question from Vice Chair Margaret Hauth, Meg Scully clarified that the type of

funding that transit agencies receive was the deciding factor in whether a transit agency could align with the MPO or NCDOT PTB. There was continued discussion of the role that individual transit agencies would play in developing the MPO's performance targets. There was discussion of scheduling a DCHC MPO subcommittee meeting to allow for coordination with CAMPO.

Pierre Osei-Owusu suggested that a subcommittee of the three transit system meet to develop a timeline for the performance measures and targets.

There was continued discussion of the role that individual transit agencies would play in developing the MPO-wide performance targets, and the role that the MPO would play in governing the targets submitted by transit agencies.

There was discussion of whether any member of the TC could report on where Chapel Hill was in developing their performance measures.

Pierre Osei-Owusu stated that targets should be defined as "proposed," since changes may be made in the future. Felix Nwoko and Margaret Hauth discussed whether the targets should be described as "proposed" or "initial."

Geoff Green recommended convening a subcommittee so that all agencies could provide input into the targets. The TC discussed the best time to schedule a subcommittee meeting.

Geoff Green made a motion to endorse proposed targets but also to convene a subcommittee which could modify the proposed targets, and forward the proposed targets (as modified, if applicable, by the subcommittee) to the MPO Board. Pierre Osei-Owusu seconded the motion. The motion passed unanimously.

## **REPORTS:**

### **9. Reports from the LPA Staff**

Felix Nwoko, LPA Staff



Meg Scully stated that she is developing an amendment schedule for the Unified Planning Work Program (UPWP), STBGP, and 5303 funds. She asked the TC to forward amendments to her before the first quarter reimbursement report comes out.

Meg Scully stated that she would be putting together a training workshop for agencies that receive STBGP or 5303 funds through the FY2018 UPWP. She stated that the workshop would likely occur after the June TC meeting and would cover topics such as eligible activities, reporting processes, deadlines, and eligible expenses. Meg Scully stated that she would contact eligible participants, and that administrative staff in charge of reporting should attend.

**10. Report from the DCHC MPO TC Chair**  
Margaret Hauth, DCHC MPO TC Vice Chair

There was no report from the TC Chair.

**11. NCDOT Reports**

Richard Hancock, NCDOT Division 5, stated that bids were recently opened for the Old Durham/Chapel Hill bicycle/pedestrian project. Richard Hancock stated that although bids were higher than expected, the project will likely be let in coming weeks.

Pat Wilson, NCDOT Division 7, stated that the Division plans to submit the entire length of I-85 from the I-40/I-85 split to the Durham County line for consideration in the SPOT 5.0 process. Pat Wilson added that the MPO can still submit various sections of I-85 to SPOT for widening in addition to the Division. Max Bushell and Aaron Cain discussed the utility of submitting the same section of I-85 twice.

Pat Wilson stated that there would be a meeting to discuss alternate criteria for the SPOT process in the first week of July. Aaron Cain stated that Division 5 is also interested in discussing alternative criteria for the SPOT process, and although he has had a meeting with David Keilson, no meeting involving all of the Division 5 planning organizations has been set.

Pat Wilson clarified that the shorter section of I-85 that would be submitted to SPOT 5.0 would likely be from the I-40/I-85 split to Church Street or even to NC 86, but that this still needs to be confirmed.

Brandon Jones, NCDOT Division 8, stated that an informational meeting about roundabouts and superstreets has been set for June 9 at 3pm. There was discussion of whether superstreet or synchronized street is the preferred term. Cara Coppla explained why the meeting was being held. There was discussion of whether the meeting might be of interest to the MPO Board. Aaron Cain stated that he has been in contact with Jim Dunlop to set up a presentation about superstreets at the August MPO Board meeting.

There was no report from NCDOT Transportation Planning Branch.

There was no report from NCDOT Traffic Operations.

**INFORMATIONAL ITEMS:**

**12. Recent News, Articles, and Updates**

Felix Nwoko commended Andy Henry and Julie Bogle for their tireless work on the CTP.

**ADJOURNMENT:**

There being no further business before the DCHC MPO Technical Committee, the meeting was adjourned at 10:48 a.m.

## **RESOLUTION TO SUPPORT VISION ZERO DURHAM**

**August 10, 2017**

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**, approximately 39,822 crashes have occurred in Durham County from 2010-2014 resulting in nearly 103 fatalities; and

**WHEREAS**, death and injury on our streets is unacceptable and serious crashes are preventable; and

**WHEREAS**, traffic deaths and serious injuries in the United States have disproportionately impacted people of color, low-income households, older adults and youth, people with disabilities, and households with limited vehicle access; and

**WHEREAS**, streets and transportation systems have traditionally been designed primarily for maximum vehicular capacity and mobility, rather than the safe accommodation of all modes and users; and

**WHEREAS**, measures to make Durham's streets safer will encourage Durham residents and visitors to take more trips by walking, bicycling, and multiple modes such as walking to transit; and

**WHEREAS**, Vision Zero provides a framework for reducing traffic deaths to zero and increasing roadway safety through a combination of education, engineering, encouragement, evaluation, and enforcement; and

**WHEREAS**, successful Vision Zero programs are a result of a complete government approach and community support of Vision Zero objectives; and

**WHEREAS**, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization is a policy body that coordinates and makes decisions on long and short-range transportation planning issues; and

**WHEREAS**, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization seeks to improve transit, pedestrian, bicyclist, and highway safety in its area; and

**WHEREAS**, several jurisdictions of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization participate in the "Watch for Me NC" program, a program that aims to reduce pedestrian and bicycle injuries and deaths through a comprehensive, targeted approach of public education and police enforcement; and

**WHEREAS**, Vision Zero Durham provides an additional framework for reducing traffic deaths and serious injuries to zero, while increasing safe, healthy, and equitable mobility for all.

**BE IT THEREFORE RESOLVED** that the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board supports Vision Zero Durham, provided here on this, the 10th day of August, 2017.

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Stephen M. Schewel, MPO Board Chair

Durham County, North Carolina

I certify that Stephen M. Schewel personally appeared before me this day acknowledging to me that she signed the forgoing document.

Date: August 10, 2017

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Frederick Brian Rhodes, Notary Public  
My commission expires: May 10, 2020

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: 18-08-103**

**CITY OF DURHAM  
On behalf of  
DURHAM-CHAPEL HILL-CARRBORO  
METROPOLITAN PLANNING  
ORGANIZATION**

**WBS ELEMENT:36230.10.16.6**

**AGREEMENT:**

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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 as 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 21<sup>st</sup> 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 Durham-Chapel Hill-Carrboro MPO, proposes to 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](http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf)
- (2) FTA Master Agreement, dated October 1, 2014, Document Number FTA MA (21), at [www.fta.dot.gov/documents/21-Master.pdf](http://www.fta.dot.gov/documents/21-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 FIFTY THOUSAND (\$350,000)** 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 **TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$280,000)**.

(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-FIVE THOUSAND DOLLARS (\$35,000)**. 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, 2017 TO JUNE 30, 2018**, 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, the Contractor's annual Certifications and Assurances to the Department, 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, Cost Principles, And Audit Requirements For Federal Awards," CFR Title 2, Subtitle A, Chapter II, Part 200 at ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)).
- (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. In addition, the Contractor also agrees to require its third party contractors, subrecipients, and lessees to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable



requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor/subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 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.

- (c) 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. State Executive Order 24 and G.S. Sec. 133-32.

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.

(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, or 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. **Any contractor that fails to submit a request for reimbursement for the first two quarters by January 31st, or the last two quarters by July 30th are subject to forfeiting grant funds for those periods.** 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 2 C.F.R. §200.400 – §200.475, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Subpart E."

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
  - In compliance with U.S. DOT regulations pertaining to allowable costs in 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as follows:
    - (a) Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circulars A-87, A-21, and A-122)
    - (b) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

## **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 thirty (30) 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 2 CFR §200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:” Subpart F, “Audit Requirements” effective December 26, 2014 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 Title 2 CFR §200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:” Subpart F – “Audit Requirements” (formerly 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 2 CFR §200.414, Subpart E – Cost Principles (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 CFR §200 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, and with FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

- (1) 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," with U.S. DOT Order 5610.2(a), "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and with FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," and 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- (2) Limited English Proficiency. The Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency" and U.S. DOT's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, which clarifies the responsibilities of DOT recipients of Federal financial assistance and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.
- (3) NCDOT Title VI Assurance. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
  - (a) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (d) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the contractor under the contract until the contractor complies, and/or,
  - ii. cancellation, termination, or suspension of the contract, in whole or in part.

- (f) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NCDOT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 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 et seq., and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. 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 under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of chapter 64 of the North Carolina General Statutes (NCGS). If this Agreement is awarded pursuant to NCGS 143-129(j) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection shall have the meanings intended by NCGS 143-129(j). Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect, provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this

contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129.

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," 70Fed. Reg. 74087 *et seq.*, December 14, 2005.

h. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,"

- 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.

- a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.
- b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive

Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**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 4220.1G, "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. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.
- f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.
- g. 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.
- h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

- (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
  - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:
- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center isle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
  - (2) All construction projects equal to or greater than \$30,000;
  - (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
  - (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
  - (5) Any procurement equal to or greater than \$90,000;
  - (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- k. 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.
- l. 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.
- m. 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. § 7606, 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.
- n. 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.
- o. 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. 143B-1320]. 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 4220.1F, 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 Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, 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.

p. 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.

q. 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/>.

r. 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.

s. 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.

t. 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. OMB Guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).” 2 C.F.R. Part 182, 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 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 21 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.
- b. 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
- c. 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.

**Section 22 Safety** The Contractor 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 23 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 24 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 25 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 26 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 27 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 28 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 29 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 30 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: MS. MYRA S. FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC  City/Zip: RALEIGH NC 27699-1550  Phone: 919-707-4672 Fax: 919-733-2304 Email: MSFREEMAN1@NCDOT.GOV	Name: MS. MYRA S. FREEMAN 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 31 Federal Certification Regarding Lobbying.**

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

**Section 32 Federal Certification Regarding Debarment.**

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

**Section 33 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 34 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."

**Section 35 Iran Divestment Act.**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [HYPERLINK](#)

"file:///C:/Users/jtravis/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/ZWLC9X7N/www.nctreasurer.com/Iran" [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

· By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

· During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

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:**

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**Title:**

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APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 18-08-103

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 07/1/17

PROJECT SPONSOR: CITY OF DURHAM

PROJECT DESCRIPTION: FY2018 METROPOLITAN PLANNING PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I -	36230.10.16.6	\$350,000
PERIOD OF PERFORMANCE JULY 01, 2017 - JUNE 30, 2018		

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING -	36230.10.16.6	100%	80%	10%	10%
AGREEMENT		\$350,000	\$280,000	\$35,000	\$35,000
TOTAL		\$350,000	\$280,000	\$35,000	\$35,000

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET

PROJECT: 18-08-103  
SPONSOR: CITY OF DURHAM  
WBS: 36230.10.16.6

----- DEPARTMENT 4526 - PLANNING I -----		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
M302	442100-PROGRAM SUPPORT ADMINISTRATION	\$ 89,200
M303	442200-GENERAL DEVELOPMENT/COMP PLANNING	\$ 13,170
M304	442301-LONG RANGE TRNSP PLN SYSTEM LEVEL	\$ 34,220
M305	442302-LONG RANGE TRNSP PLN PROJECT LEVEL	\$ 59,230
M306	442400-SHORT RANGE TRNSP PLANNING	\$ 121,450
M307	442500-TRANSP IMPROVEMENT PROGRAM	\$ 14,770
M308	442612-CORD NON-EMERG HUMAN SVC TRNSP	\$ -
M309	442613-TRANSIT OPER PART IN METRO&S-WIDE PLN	\$ -
M310	442614-TRANSIT MGMT-OPS PLN TO INCREASE RIDER	\$ -
M311	442615-SYS PLN TO SUPT TRNSIT CAP INVEST DECIS	\$ -
M312	442616-SAFETY-SECURITY TRANSP PLANNING	\$ -
M313	442700-OTHER ACTIVITIES	\$ 17,960
	<b>TOTAL PLANNING</b>	<b>\$ 350,000</b>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
PROJECT BUDGET REVISION

PROJECT: 18-08-103  
SPONSOR: CITY OF DURHAM  
WBS: 36230.10.16.6

-----  
DEPARTMENT 4526 - PLANNING I  
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<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>	<u>+ / - CHANGE</u>	<u>PROPOSED BUDGET</u>
M302	442100-PROGRAM SUPPORT ADMINISTRATION	\$ 89,200		\$ 89,200
M303	442200-GENERAL DEVELOPMENT/COMP PLANNING	\$ 13,170		\$ 13,170
M304	442301-LONG RANGE TRNSP PLN SYSTEM LEVEL	\$ 34,220		\$ 34,220
M305	442302-LONG RANGE TRNSP PLN PROJECT LEVEL	\$ 59,230		\$ 59,230
M306	442400-SHORT RANGE TRNSP PLANNING	\$ 121,450		\$ 121,450
M307	442500-TRANSP IMPROVEMENT PROGRAM	\$ 14,770		\$ 14,770
M308	442612-CORD NON-EMERG HUMAN SVC TRNSP	\$ -		\$ -
M309	442613-TRANSIT OPER PART IN METRO&S-WIDE PLN	\$ -		\$ -
M310	442614-TRANSIT MGMT-OPS PLN TO INCREASE RIDER	\$ -		\$ -
M311	442615-SYS PLN TO SUPT TRNSIT CAP INVEST DECIS	\$ -		\$ -
M312	442616-SAFETY-SECURITY TRANSP PLANNING	\$ -		\$ -
M313	442700-OTHER ACTIVITIES	\$ 17,960		\$ 17,960
	<b>TOTAL PLANNING</b>	<b>\$ 350,000</b>	<b>-</b>	<b>\$ 350,000</b>

# **CERTIFICATION OF ELIGIBILITY** **Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated     /     /      identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_

By: _____	_____
Signature	Date
_____	_____
Printed Name	Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



<b>DCHC MPO</b> <b>FY2018 UPWP AMENDMENT SCHEDULE</b>						
Amendment	Funding Type	Deadline for submission to MPO	TC Action Date	Board Action Date	Submittal Date to NCDOT	Submittal to NCDOT-PTD and/or FTA
FY18 - AM#1	STBG-DA/5303/5307	25-Aug-17	27-Sep-17	11-Oct-17	13-Oct-17	13-Oct-17
In February, MPO will send a reminder to all sub-recipients regarding final STBG-DA amendment deadline.						
FY18 - AM#	STBG-DA/5303/5307	2-Mar-18	28-Mar-18	11-Apr-18	13-Apr-18	13-Apr-18
FY18 - AM#	5307 (reallocation only)	6-Jul-18	25-Jul-18	8-Aug-18	~~	10-Aug-18
FY18 - AM#	5303 (reallocation only)	6-Jul-18	25-Jul-18	8-Aug-18	~~	10-Aug-18

DCHC MPO  
Grant Reporting Compliance  
Fiscal Year 2018

	Report	Period of Performance & Due Dates		
STBG-DA	UPWP Invoice	FY18 Q1	July 1, 2017 - September 30, 2017	10/16/2017
STBG-DA	UPWP Invoice	FY18 Q2	October 1, 2017 - December 31, 2017	1/15/2018
STBG-DA	UPWP Invoice	FY18 Q3	January 1, 2018 - March 31, 2018	4/16/2018
STBG-DA	UPWP Invoice	FY18 Q4	April 1, 2018 - June 30, 2018	7/13/2018
Section 5307	Oversight Report	FY18 Q1-Q4	July 1, 2017 - June 30, 2018	8/15/2018
Section 5303	Quarterly Report	FY18 Q1	July 1, 2017 - September 30, 2017	10/16/2017
Section 5303	Quarterly Report	FY18 Q2	October 1, 2017 - December 31, 2017	1/15/2018
Section 5303	Quarterly Report	FY18 Q3	January 1, 2018 - March 31, 2018	4/16/2018
Section 5303	Quarterly Report	FY18 Q4	April 1, 2018 - June 30, 2018	7/13/2018
5316/5317/5310/5339	Quarterly Report	FY18 Q1	July 1, 2017 - September 30, 2017	10/30/2017
5316/5317/5310/5339	Quarterly Report	FY18 Q2	October 1, 2017 - December 31, 2017	1/30/2018
5316/5317/5310/5339	Quarterly Report	FY18 Q3	January 1, 2018 - March 31, 2018	4/30/2018
5316/5317/5310/5339	Quarterly Report	FY18 Q4	April 1, 2018 - June 30, 2018	7/30/2018

## MEMORANDUM

**TO:** MPO Board  
DCHC MPO

**FROM:** Margaret Scully  
DCHC MPO Lead Planning Agency

**DATE:** August 09, 2017

**SUBJECT:** FFY 2017 Section 5307/5340 FULL Apportionment for Durham NC UZA

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The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance in urbanized areas and for transportation related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census. The Growing States and High Density States Formula Distribution program (49 U.S.C. 5340) provides additional funds to states meeting criteria as a growing state or a high density state. North Carolina meets definition of a growing state and is apportioned additional funds.

Funding is made available to designated recipients (DR) that must be public bodies with the legal authority to receive and dispense Federal funds. Governors, responsible local officials and publicly owned operators of transit services are to designate a recipient to apply for, receive, and dispense funds for transportation management areas pursuant to 49 USC 5307(a)(2). Generally, a transportation management area (TMA) is an urbanized area with a population of 200,000 or more. The Governor or Governor's designee is the designated recipient for urbanized areas with population between 50,000 and 200,000.

For urbanized areas with 200,000 or more in population, funds are apportioned and flow directly to a DR selected locally to apply for and receive Federal funds. Eligible activities include planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; job access and reverse commute projects; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. All preventive maintenance and some Americans with Disabilities Act complementary para-transit service costs are considered capital costs.

The DCHC- MPO as the DR for the Durham UZA, has received the FULL FFY2017 Apportionment and has prepared a recommended split by agency. Funding is apportioned on the basis of legislative formulas. For areas with populations of 200,000 and more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles as well as population and population density.

The Federal Transit Administration (FTA) defines the role of the DR in its regulatory policies. As the DR for the Durham UZA, DCHC-MPO is required to have all projects listed in the annual Program of Projects, oversee the sub-allocation to transit providers, and provide grant oversight as described in the approved *MPO Policy #2 DCHC-MPO Oversight Procedures for Section 5307 – Urbanized Area Formula Program*. DCHC-MPO oversight also includes projects identified as job access and reverse commute projects by transit providers.


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

Member Organizations: Town of Carrboro, Town of Chapel Hill, Chatham County, City of Durham, Durham County, Town of Hillsborough, NC Department of Transportation, Orange County, GoTriangle

August 9, 2017

Regional Administrator  
 Federal Transit Administration  
 Atlanta Federal Center  
 230 Peachtree Street, NW, Suite 800  
 Atlanta, GA 30303-8917

Attn: Marie Lopez, Transportation Program Specialist

Subject: FFY 2017 Section 5307/5340 FULL Apportionment for Durham NC UZA

Dear Regional Administrator:

We have been advised that the FFY 2017 FULL apportionment for the Durham-Chapel Hill-Carrboro Urbanized Area includes both 5307 and 5340 funds and is \$7,515,538. Distribution of the FFY 2017 Section 5307/5340 Durham UZA apportionment in the table below includes an allocation to the four fixed-route transit operators within the Durham Chapel-Hill Carrboro Metropolitan Planning Organization (DCHC MPO). The safety and security apportionments are also calculated in the table below. Chapel Hill Transit, GoDurham, and GoTriangle will not be applying for safety and security projects with this funding as other sources of funding are used by each agency to meet their safety and security needs. Orange Public Transit will be using the minimum 1% for safety and security for the purchase of on-board cameras.

	<b>FFY2017 FULL Apportionment</b>	<b>Safety and Security (Minimum 1%)</b>	<b>Net Available for other Transit Expenditures</b>
<b>Chapel Hill Transit</b>	\$ 1,911,829	\$ 0	\$ 1,911,829
<b>GoDurham (formerly Durham Area Transit Authority)</b>	\$ 3,978,816	\$ 0	\$ 3,978,816
<b>GoTriangle (formerly Triangle Transit)</b>	\$ 1,559,688	\$ 0	\$ 1,559,688
<b>NCDOT/PTD Orange Public Transit</b>	\$ 65,205	\$ 652	\$ 64,553
<b>Totals</b>	<b>\$ 7,515,538</b>	<b>\$ 652</b>	<b>\$ 7,514,886</b>

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient according to table above. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5307 funds and assumes the responsibilities associated with any award for these funds. The transit agencies will consider low-income tier activities as part of their apportionment.



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

Member Organizations: Town of Carrboro, Town of Chapel Hill, Chatham County, City of Durham, Durham County, Town of Hillsborough, NC Department of Transportation, Orange County, GoTriangle

Please copy the North Carolina Department of Transportation, Public Transportation Division with your confirmation letter stating that the approved distribution has been completed. Should you have any questions regarding this request, please contact Felix Nwoko at [Felix.Nwoko@Durhamnc.gov](mailto:Felix.Nwoko@Durhamnc.gov) or Margaret Scully at [Margaret.Scully@Durhamnc.gov](mailto:Margaret.Scully@Durhamnc.gov).

Sincerely,

Stephen M. Schewel, Chair  
MPO Board

cc: Marie Lopez, Transportation Program Specialist - FTA  
Tom Bonfield, Durham City Manager  
Roger L. Stancil, Chapel Hill Town Manager  
Jeff Mann, GoTriangle General Manager  
Felix Nwoko, MPO Lead Planning Agency  
Harmon Crutchfield, GoDurham Transit Administrator  
Brian Litchfield, Chapel Hill Transit Administrator  
Bonnie B. Hammersley, Orange County Manager  
Ryan Mayers, Mobility Development Specialist, NCDOT PTD  
Theo Letman, Transit Director, Orange Public Transit  
Deirdre Walker, Go Triangle

**Draft STIP Changes - 6-28-17**

Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Programmed Amount - Revised Draft STIP	Right-of-Way Date - Revised Draft STIP	Construction Date - Revised Draft STIP	Project Status
<b>Projects Newly Funded</b>										
BikePed	EB-5904	Division Needs	Duke Belt Line Trail	Pettigrew St	Avondale Ave	Construct a shared use trail on former rail corridor.	\$ 6,400,000	FY 2018	FY 2020	Committed
Highway	I-5700	Statewide Mobility	I-40	Aviation Parkway	I-540	Construct Auxiliary on I-40 Westbound between Aviation Parkway and Airport Blvd, and Airport Blvd and I-540; and I-40 Eastbound between Airport Blvd and Aviation Parkway		FY 2018	FY 2019	Committed
Highway	U-5934	Statewide Mobility	NC 147	I-40	East End Connector	Add northbound and southbound auxiliary lanes: NB from either Cornwallis or TW Alexander to the EEC, and SB from the EEC to either Cornwallis or I-40. Request Congestion Management to determine the best configuration.	\$ 30,000,000	FY 2022	FY 2022	Committed
Highway	U-5845	Division Needs	SR 1009 (South Churton Street)	I-40	Eno River	I-40 to Eno River. Widen to Multi-Lanes with Landscaped Median, Bicycle Lanes, and Sidewalks, Widen Bridge No. 240 Over Southern Railroad, and reconstruct I-85 interchange.	\$ 49,751,000	FY 2022	FY 2024	Committed
Highway	I-5982	Statewide Mobility	I-540	I-40	I-495 (Knightdale Bypass)	Construct managed shoulders in both directions along I-540. Managed lanes are expected to be in operation for approx 3 hours during morning and evening peak periods (6 hours total).	\$ 69,758,000		FY 2025	Developmental
Highway	I-5984	Statewide Mobility	I-85	NC 86		Construct new interchange to accommodate increased increased traffic & Diamond with 2-lane and 4-lane widened NC 86 on bridge with turn lanes.	\$ 16,488,000	FY 2024	FY 2026	Developmental
Highway	U-5304A	Statewide Mobility	US 15 , US 501	NC 54, NC 86 (South Columbia St)		Improve interchange	\$ 35,000,000	FY 2024	FY 2026	Developmental
Highway	U-6071	Regional Impact	NC 54	SR 1937/SR 1107 Old Fayetteville Road		Improve intersection	\$ 1,216,000	FY 2024	FY 2026	Developmental

Highway	I-5983	Statewide Mobility	I-85	West of Mt. Herman Church Road grade separation	west of Durham County Line	Widen one lane in each direction	\$ 17,985,000	FY 2025	FY 2027	Developmental
Highway	U-5720C	Statewide Mobility	US 70	SR 1959 (South Miami Blvd) / SR 1811 (Sherron Road)	Page Road Extension / New Leesville Road	Upgrade Roadway to Freeway.	\$ 68,100,000	FY 2025	FY 2027	Developmental
Highway	U-6067	Statewide Mobility	US 15 , US 501	I-40	US 15/501 Business	I-40 to US 15/501 Bypass in Durham. Major Corridor Upgrade to Expressway	\$ 90,075,000	FY 2025	FY 2027	Developmental
Highway	I-5702B	Statewide Mobility	I-40	NC 147	Wade Avenue	Construct Managed Lanes.	\$ 107,310,000	FY 2027	FY 2027	Developmental
Rail	P-5728	Statewide Mobility	NS H line			Construct grade separation at Neal Rd.	\$ 5,300,000	FY 2025	FY 2027	Developmental
Rail	P-5710	Statewide Mobility	NS H line			Grade separations at Blackwell St crossing (735229N) and Mangum St crossing (735231P) in Durham	\$ 20,000,000	FY 2027	After FY 2027	Developmental
Transit	TD-5294	Regional Impact	GoTriangle Holloway Street Transit Corridor Improvements			Holloway Street Transit Corridor, Transit Corridor improvements (access and stop improvements. GoDurham 3, 16, 16A, 16B	\$ 106,000		FY 2019	Committed
Transit	TD-5295	Regional Impact	GoTriangle Hillsborough Park & Ride ODX, 420			Purchase and Construction of a 100 space park and ride lot in Hillsborough for Routes ODX, 420.	\$ 120,000		FY 2020	Committed
Transit	TD-5297	Regional Impact	Regional Transit Center			An improved location to increase the efficiency of the overall regional system. The project includes 10 bus bays and 150 parking spaces in a structured facility.	\$ 1,040,000		FY 2024	Developmental

Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Programmed Amount - Revised Draft STIP	Programmed Amount (2018-2027) - Initial Draft STIP	Right-of-Way Date - Revised Draft STIP	Right-of-Way Date - Initial Draft STIP	Construction Date - Revised Draft STIP	Construction Date - Initial Draft STIP	Project Status
<b>Projects with Change in R/W or Construction Date</b>													
BikePed	EB-5837	Division Needs	Third Fork Creek Trail	Southern Boundaries Park	American Tobacco Trail	Construct a shared use path from Southern Boundaries Park to Cornwallis Rd; construct sidewalks where needed from Cornwallis Rd to American Tobacco Trail; install HAWK beacon at Cornwallis Rd Crossing.	\$ 2,573,918	\$ 2,573,918	FY 2020	FY 2023	FY 2021	FY 2024	Committed
Highway	R-5825	Regional Impact	NC 751	SR 1731 O'Kelly Chapel Road		Improve existing at-grade, skewed intersection. Turn lanes and realignment of this skewed intersection would improve travel time for people using the turn lanes and would improve safety for everyone.	\$ 590,000	\$ 590,000	FY 2018	FY 2019	FY 2019	FY 2024	Committed
Highway	U-5937	Statewide Mobility	NC 147	Duke Street (Exit 12C)	Briggs Avenue (Exit 10)	Operational improvements from Duke Street to Briggs Avenue	\$ 58,089,000	\$ 42,422,000	FY 2021	FY 2024	FY 2023	FY 2026	Committed
Highway	U-6021	Division Needs	SR 1118 (Fayetteville Road)	Woodcroft Pkwy	Barbee Road	Widen SR-1118 to a 4-Lane Divided roadway with bicycle lanes and sidewalks.	\$ 19,539,000	\$ 19,539,000	FY 2021	FY 2022	FY 2023	FY 2026	Committed
Highway	U-5774B	Regional Impact	NC 54 (Raleigh Road)	US 15-501	SR 1110 (Barbee Chapel Road)	Upgrade Roadway to Superstreet with Bicycle and Pedestrian accommodations and construct interchange at Barbee Chapel Road.	\$ 41,900,000	\$ 41,900,000	FY 2022	FY 2023	FY 2024	FY 2025	Committed
Highway	U-5774C	Regional Impact	NC 54	SR 1110 (Barbee Chapel Road)	I-40	Widen Roadway to 6 Lanes with Bicycle, Pedestrian, and Transit Facilities (Adjacent Multiuse Path)	\$ 26,700,000	\$ 20,775,000	FY 2022	FY 2023	FY 2024	FY 2025	Committed
Rail	P-5717	Statewide Mobility	NS H line			Construct grade separation at Cornwallis Rd.	\$ 12,000,000	\$ 12,000,000	FY 2019	FY 2020	FY 2020	FY 2022	Committed

Highlighted projects are newly committed, they were previously developmental.



Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Programmed Amount - Revised Draft STIP	Programmed Amount - Initial Draft STIP
<b>Projects with Change in Funding</b>								
Highway	U-5934	Statewide Mobility	NC 147 (Durham Freeway)	I-40	East End Connector	Add Additional Travel Lanes and Rehabilitate Pavement.	\$ 149,248,000	\$ 107,000,000
Highway	U-5720A	Statewide Mobility	US 70	Lynn Road	SR 1959 (South Miami Blvd) / SR 1811 (Sherron Road)	Upgrade Roadway to Freeway	\$ 92,800,000	\$ 95,700,000
Highway	U-5968	Regional Impact	Durham Citywide Signal System			Upgrade the City of Durham Signal System (inc. central servers, signal controller upgrades for FYA and transit priority, CCTV network, fiber optic communications network, etc.).	\$ 20,354,000	\$ 19,750,000
Rail	P-5706	Statewide Mobility	NS H line			Construct extension of East Durham Siding. Includes a combination of grade separations and closure at three crossings: Ellis Road - south end (734737A), Glover Road (734735L), and Wrenn Road (734736T).	\$ 28,955,000	\$ 37,850,000



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

June 21, 2017

**MEMORANDUM**

**To:** Felix Nwoko  
Durham-Chapel Hill-Carrboro Metropolitan Planning Organization

**From:** Heather J. Hildebrandt  
CMAQ Program Engineer

**Subject:** DCHC MPO CMAQ Project Awards for FFY 2018/2019

Thank you for submitting project proposals for funding through the North Carolina CMAQ Program. Transportation Planning Branch is pleased to inform you that the following projects have completed the required interagency review and have been awarded CMAQ funding:

STIP Number	Description	Phase	CMAQ Funding	Local Match	Total Funding	FFY
C-5605D	South Greensboro Street Sidewalk: 3,100 feet of sidewalk along one side of S. Greensboro St	CON <b>TOTAL</b>	\$440,000 <b>\$440,000</b>	\$110,000 <b>\$110,000</b>	\$550,000 <b>\$550,000</b>	2019
TA-6681	CHT Bus Replacement Project: 3 regular diesel buses to replace four 1998 NOVA Buses	IMP <b>TOTAL</b>	\$1,093,015 <b>\$1,093,015</b>	\$273,254 <b>\$273,254</b>	\$1,366,269 <b>\$1,366,269</b>	2018
C-5605E	City of Durham Bicycle Lane Striping: 8 miles of bike lanes	CON <b>TOTAL</b>	\$403,200 <b>\$403,200</b>	100,800 <b>100,800</b>	504,000 <b>504,000</b>	2018
C-5605F	Durham Bike Share: Design, procure, and install 20 stations and ~175 bicycles	PE ROW CON <b>TOTAL</b>	\$80,000 \$40,000 \$480,000 <b>\$600,000</b>	\$20,000 \$10,000 \$120,000 <b>\$150,000</b>	\$100,000 \$50,000 \$600,000 <b>\$750,000</b>	2019 2019 2019
C-5605G	Downtown Durham Loop Separated Bike Lane: ~0.8 mile bike lane along W Morgan St, S Great Jones St, and Ramseur Street	PE CON <b>TOTAL</b>	\$42,000 \$220,500 <b>\$262,500</b>	\$10,500 \$55,125 <b>\$65,625</b>	\$52,500 \$275,625 <b>\$328,125</b>	2018 2019

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION PLANNING BRANCH  
1554 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1554

Telephone: (919) 707-0900  
Fax: (919) 733-9794  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

STIP Number	Description	Phase	CMAQ Funding	Local Match	Total Funding	FFY
C-5605H	Downtown Durham Wayfinding Program: Signs/kiosks to facilitate navigation and parking	PE	\$72,600	\$18,150	\$90,750	2018
		CON	\$484,000	\$121,000	\$605,000	2019
		<b>TOTAL</b>	<b>\$556,600</b>	<b>\$139,150</b>	<b>\$695,750</b>	
TA-6682	GoDurham Bus Replacement Project: 2 lift equipped total electric buses	IMP <b>TOTAL</b>	\$400,000 <b>\$400,000</b>	\$100,000 <b>\$100,000</b>	\$500,000 <b>\$500,000</b>	2019
C-5605I	Durham Neighborhood Bike Route: ~7 miles of signed and marked neighborhood bike routes in Central Durham	PE	\$75,825	\$15,165	\$90,990	2018
		CON	\$429,673	\$111,210	\$540,883	2018
		<b>TOTAL</b>	<b>\$505,498</b>	<b>\$126,375</b>	<b>\$631,873</b>	
C-5605J	Triangle TDM Program: Transportation Demand Management with goal of reducing growth of commute VMT by 25%	IMP <b>TOTAL</b>	\$538,690 <b>\$538,690</b>	\$135,000 <b>\$135,000</b>	\$673,690 <b>\$673,690</b>	2019
		<b>TOTAL</b>	<b>\$4,799,503</b>	<b>\$1,200,204</b>	<b>\$5,999,707</b>	

**Please notify the requesting local government agency (LGA) of approved projects within their jurisdictions and inform the LGA that they are responsible for initiating the local agreement with the NCDOT Local Program Management Office (LPMO) to begin project implementation.**

In order to implement approved projects, the LGA will need to request a local project agreement through the NCDOT Local Projects Management Tool no later than January 15, 2018 for projects to begin in FFY 2018 and January 15, 2019 for projects to begin in FFY 2019. **Please provide the attached document containing instructions for this request to each LGA who has been awarded a CMAQ project.** Please note that projects that are not implemented according to the approved schedule may be subject to cancellation.

If you have any questions about the CMAQ Program or the projects that have been awarded funding, please contact me by telephone at 919-707-0964 or by email at [hjhildebrandt@ncdot.gov](mailto:hjhildebrandt@ncdot.gov).

Attachment

cc: Jamal Alavi, PE, Manager, Transportation Planning Branch  
Earlene Thomas, PE, Transportation Planning Branch  
Terry Arellano, PE, Transportation Planning Branch  
Derrick Weaver, Transportation Program Management Unit  
Sheila Gibbs, Local Programs Management Office  
Jennifer Evans, NCDOT Division 5  
Donald Huffines, NCDOT Division 7  
Aaron Cain, DCHC MPO

## Requesting Local Agreements for CMAQ Projects

The Local Programs Management Office (LPMO) has a web-based system for requesting agreements for locally-administered projects. As a Local Government Agency (LGA) with an upcoming CMAQ project to administer with NCDOT, you will be responsible for requesting an agreement through the Local Projects Management Tool. In order to access the Project Tool, you will need a **user id** and **password**, issued by NCDOT.

Please visit the LPMO website at

<https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx> and download the LPMO Security Form, complete, sign and e-mail to the contact address in the form. Once you have a user id and password assigned, you may log into the Partner Connect Site at <https://partner.ncdot.gov>, access the Local Projects Tool from there and submit a request for a new agreement.

If you have any questions, please contact the LPMO office at [LPMO@ncdot.gov](mailto:LPMO@ncdot.gov). You can also access Help Guidance for the new Project Management Tool at the LPMO website.

Please note the following:

- At this time the Project Management Tool can only be used to manage new projects that do not currently have an executed municipal agreement. If you have been approved for additional funding on an existing CMAQ project, please coordinate with Heather Hildebrandt, CMAQ Program Engineer, to request a local agreement.
- CMAQ transit projects that are being flexed to Federal Transit Administration do not require a local agreement. Please contact Heather Hildebrandt, CMAQ Program Engineer, to determine the steps for implementing these projects.
- Contact information:  
Heather J. Hildebrandt  
CMAQ Program Engineer  
Telephone: 919-707-0964  
Email: [hjhildebrandt@ncdot.gov](mailto:hjhildebrandt@ncdot.gov)

### Proposed Modifications and Deletions for SPOT 5.0 - 7-26-17

TIP	Mode	Project Category	Status	Route / Facility Name	From / Cross Street	To / Cross Street	Description	County(ies)	Request	Notes
U-6071	Highway	Regional Impact	Developmental	NC 54	SR 1937/1107 (Old Fayetteville Rd)		Improve intersection at Old Fayetteville Road	Orange	Add superstreet design to portion of NC 54 between Old Fayetteville Road and West Main Street; include intersection improvements at West Main and James streets	Division 7 concurs
U-6067	Highway	Statewide Mobility	Developmental	US 15-501	I-40	US 15/501 Business	I-40 to US 15/501 Bypass in Durham. Major Corridor Upgrade to Expressway	Durham	Change Description and Resubmit; include extension of New Hope Commons Drive and Danziger Drive across I-40	Division 5 concurs
I-5702A	Highway	Statewide Mobility	Developmental	I-40	NC 147	US 15/501	Construct one Managed Lane per Direction.	Durham	Delete Project	
I-5702B	Highway	Statewide Mobility	Developmental	I-40	NC 147	Wade Avenue	Construct one Managed Lane per Direction.	Durham/Wake	Delete Project	
P-5710	Rail	Statewide Mobility	Developmental	NS H line			Grade separations at Blackwell St crossing (735229N) and Mangum St crossing (735231P) in Durham	Durham	Delete Project	
N/A	Highway	Regional Impact	Unfunded	US 501 (Roxboro Road)	US 501 Bypass (Duke Street)	SR 1640 (Goodwin Road)	Widen to Six Lanes	Durham	Do Not Resubmit	
<del>U-5304B</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Developmental</del>	<del>US 15, US 501</del>	<del>US 15-501 / NC 86 interchange (South Columbia Street)</del>	<del>US 15-501 / NC 54 interchange (Raleigh Road)</del>	<del>Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.</del>	<del>Orange</del>	<del>Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements"</del>	<del>No modification - Division 7 does not concur.</del>
<del>U-5304D</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Developmental</del>	<del>US 15, US 501</del>	<del>US 15-501 / NC 54 interchange (Raleigh Road)</del>	<del>SR 1742 (Ephesus Church Road)</del>	<del>Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.</del>	<del>Orange</del>	<del>Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements"</del>	<del>No modification - Division 7 does not concur.</del>
<del>U-5304F</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Developmental</del>	<del>US 15, US 501</del>	<del>SR 1742 (Ephesus Church Road)</del>	<del>I-40</del>	<del>Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.</del>	<del>Orange</del>	<del>Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements"</del>	<del>No modification - Division 7 does not concur.</del>
<del>U-5774B</del>	<del>Highway</del>	<del>Regional Impact</del>	<del>Committed</del>	<del>NC 54 (Raleigh Road)</del>	<del>US 15-501</del>	<del>SR 1110 (Barbee Chapel Road)</del>	<del>Construct capacity and operational improvements and add sidewalks, wide outside lanes, and transit accommodations.</del>	<del>Orange/Durham</del>	<del>Remove intersection with Barbee Chapel Road from project. Remove reference to superstreet to widen range of potential solutions.</del>	<del>Committed project - cannot be modified through SPOT process.</del>
<del>N/A</del>	<del>Highway</del>	<del>Regional Impact</del>	<del>New Break</del>	<del>NC 54 (Raleigh Road)</del>	<del>SR 1110 (Barbee Chapel Road)</del>		<del>Intersection Improvements</del>	<del>Durham</del>	<del>Create separate project for Barbee Chapel Road intersection. Remove reference to interchange to widen range of potential solutions.</del>	<del>Committed project - cannot be modified through SPOT process.</del>
<del>U-5720C</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Developmental</del>	<del>US 70</del>	<del>Limits of U-5518B</del>	<del>Miami Boulevard</del>	<del>Upgrade Roadway to Freeway</del>	<del>Durham, Wake</del>	<del>Include adjacent multiuse path in the description; change scope of project to include U-5720D and incorporate U-5518B</del>	<del>No modification</del>
<del>U-5774F</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Developmental</del>	<del>NC 54</del>	<del>I-40</del>	<del>Falconbridge Road</del>	<del>Improve Interchange at I-40 and NC 54, construct grade separation and slip ramp at Farrington Road, construct interchange at Falconbridge Road, and provide a connector between Farrington and Falconbridge Roads</del>	<del>Durham</del>	<del>Accelerate ahead of I-5702A; avoid I-40 corridor cap</del>	<del>Modification not necessary - I-5702A to be deleted.</del>
<del>U-5937</del>	<del>Highway</del>	<del>Statewide Mobility</del>	<del>Committed</del>	<del>NC 147</del>	<del>Duke Street (Exit 12C)</del>	<del>Briggs Avenue (Exit 10)</del>	<del>Operational improvements from Duke Street to Briggs Avenue</del>	<del>Durham</del>	<del>Include bike/ped safety improvements; extend project to Chapel Hill St.</del>	<del>Committed project - cannot be modified through SPOT process.</del>

## PROPOSED ALTERNATE CRITERIA FOR PROJECTS IN SPOT 5.0

Divisions 7 & 8 Proposed Alternate Criteria for Division Needs  
(Regions D and E have chosen to stay with the default weights at the Regional Impact level)

Criteria	Option 1 (Default)	Option 2 (Proposed)
Congestion	15%	15%
Benefit/Cost	15%	15%
Safety	10%	15%
Freight	5%	0%
Accessibility/Connectivity	5%	5%
Total	50%*	50%*

Region C (Divisions 5 & 6) Proposed Alternate Criteria for Regional Impact

Criteria	Default	Proposed
Congestion	20%	20%
Benefit/Cost	20%	20%
Safety	10%	10%
Freight	10%	15%
Accessibility/Connectivity	10%	5%
Total	70%**	70%**

Division 5 Proposed Alternate Criteria Options for Division Needs

Criteria	Default	Proposed
Congestion	15%	15%
Benefit/Cost	15%	20%
Safety	10%	15%
Freight	5%	0%
Accessibility/Connectivity	5%	0%
Total	50%*	50%*

\* 50% of Division Needs score comes from local points

\*\* 30% of Regional Impact score comes from local points



# 2045 Metropolitan Transportation Plan (MTP)

## Deficiency Analysis

[www.bit.ly/DCHC-MTP](http://www.bit.ly/DCHC-MTP)

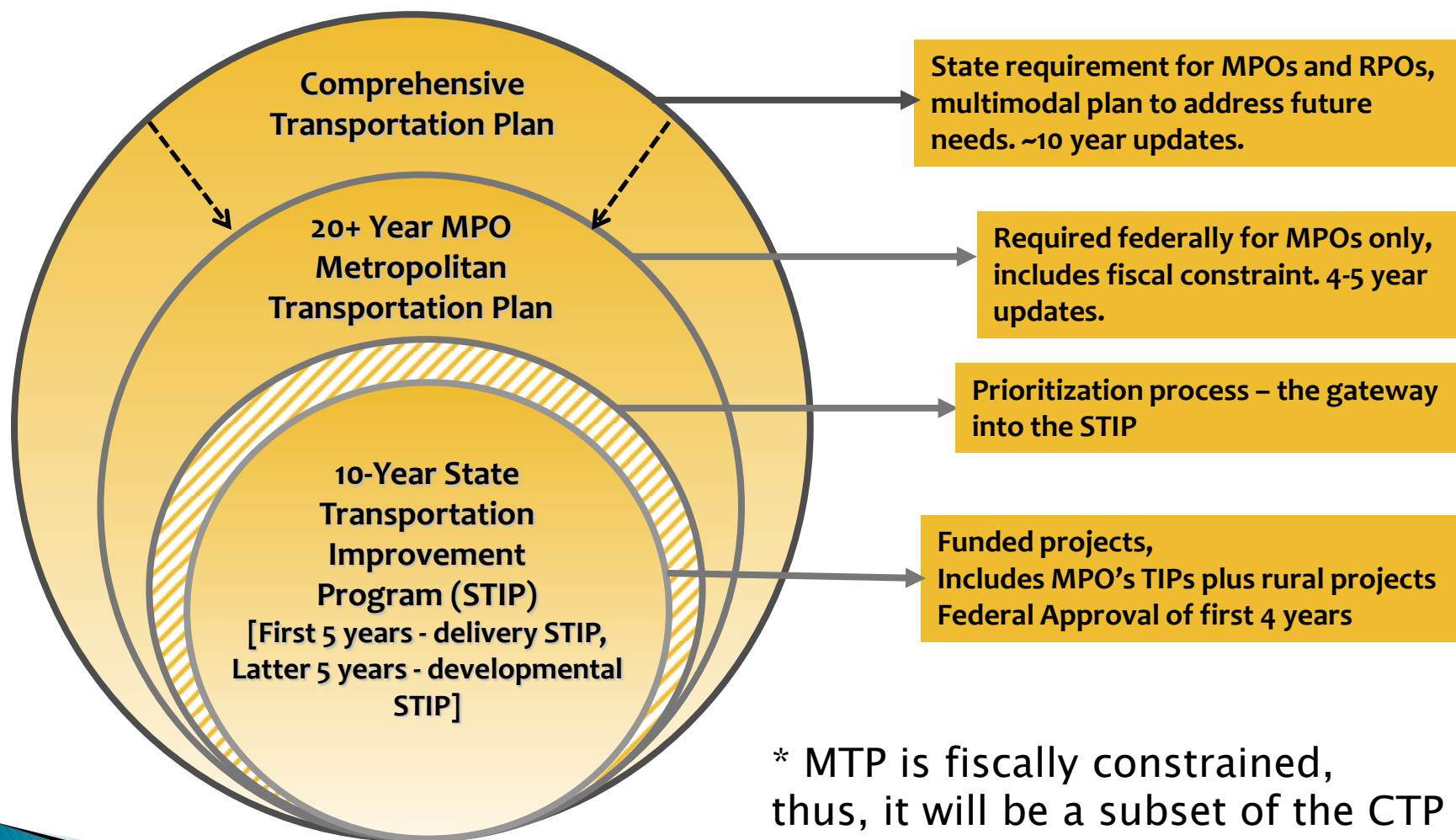
MPO Board  
June 6, 2017

# Presentation Outline

- ▶ Background and Purpose
- ▶ SE Data Update
- ▶ Deficiency Analysis tools
- ▶ Schedule



# Transportation Planning Framework



# Deficiency Analysis Purpose

- ▶ Purpose: staff, public and Board familiar with deficiencies
- ▶ Today's presentation has highlights.
- ▶ Full complement of tables and maps on Web site
- ▶ We will often reference deficiency maps and documents through MTP development

# Socioeconomic Data

## Guide Totals

Population				
County	2013	2045	2013-45	% change
Chatham*	41,543	72,110	30,567	74%
Durham	286,210	475,091	188,881	66%
Orange	139,289	194,867	55,578	40%
<i>Total</i>	<i>467,042</i>	<i>742,068</i>	<i>275,026</i>	<i>59%</i>
Employment				
County	2013	2045	2013-45	% change
Chatham*	9,339	17,718	8,379	90%
Durham	192,877	342,910	150,033	78%
Orange	64,212	107,791	43,579	68%
<i>Total</i>	<i>266,428</i>	<i>468,419</i>	<i>201,991</i>	<i>76%</i>

Fast growth, especially Durham and Chatham counties.

Employment growth outpaces population growth.

\* Only includes portion of Chatham County in the modeling area.

# Socioeconomic Data

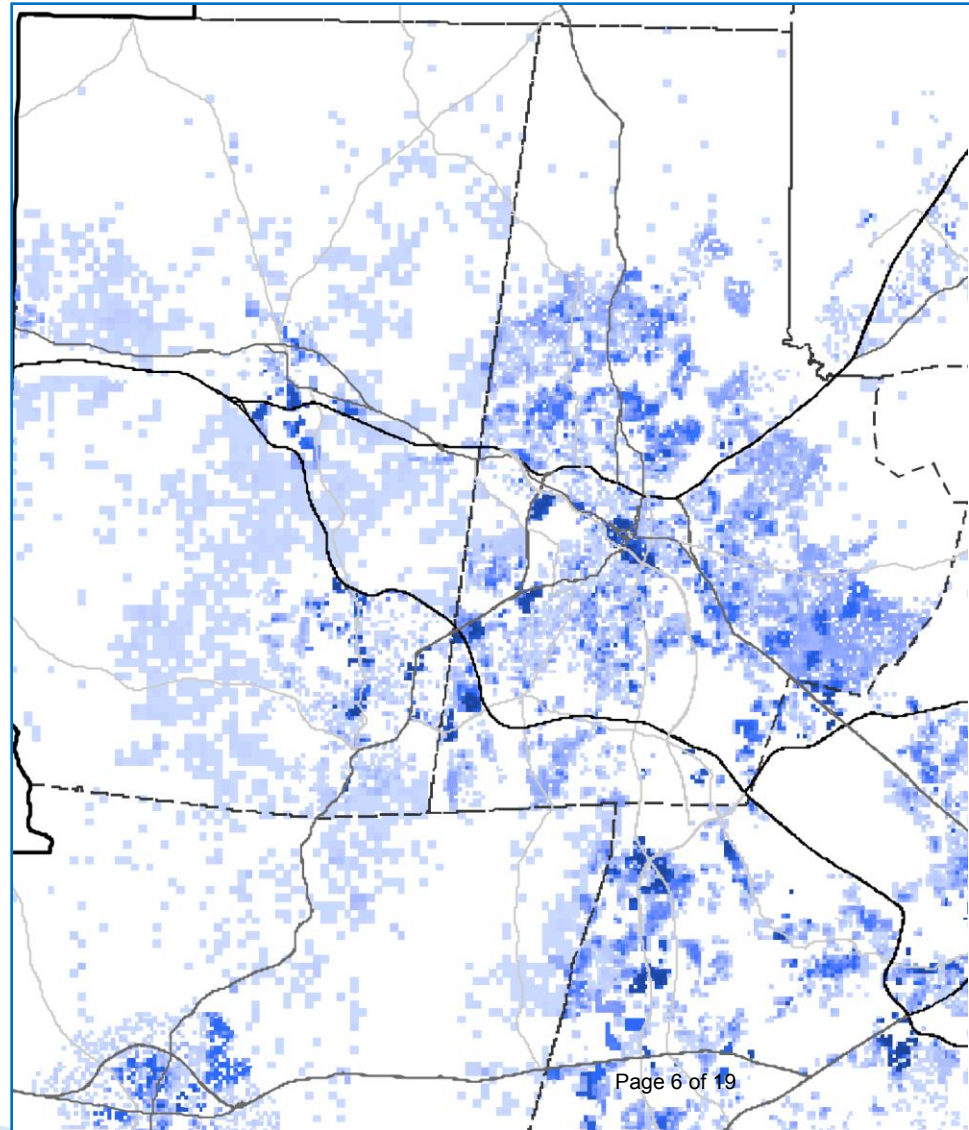
## Community Plan -- Population

Community Plan allocates guide total population based on local land use plans and policies.

Note clusters along light rail and bus rapid transit lines.

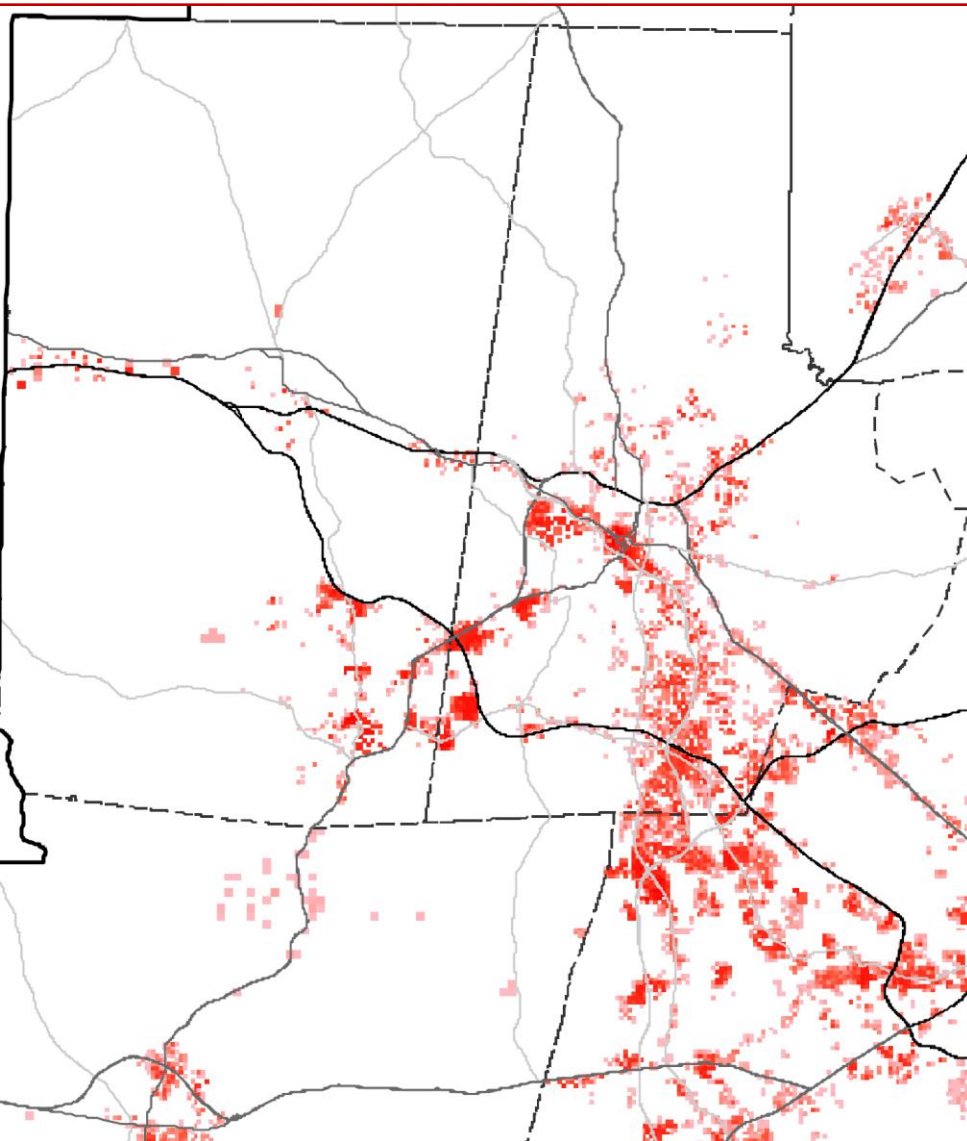
Durham County has spread north and east.

Much of Orange County growth is in towns.



# Socioeconomic Data

## Community Plan -- **Employment**



Community Plan – based on local land use plans and policies.

Note clusters along light rail and bus rapid transit lines.

RTP and vicinity receive quite a bit of growth

\* Larger maps and allocation tables available on Web page.



# Performance Measures Background

- ▶ General indicators of overall system:
  - Mobility Performance (e.g., travel time)
  - Mode Choice
  - Travel volume (e.g., VMT, VHT)
- ▶ Not specific to corridor or project.
- ▶ Useful for overall comparison of MTP Alternatives

# Performance Measures

## Vehicle Miles Traveled (VMT) & Vehicle Hours Traveled (VHT)

Name =		Current	E+C	2013 to
SE Data ==>		2013	2045	2045 E+C
Transportation Network ==>		2013	E+C	Change
<b>1</b>	<b>Performance Measures</b>			
1.1.1	Total Vehicle Miles Traveled (VMT-daily)	12,698,821	21,108,837	66%
1.1.1a	Total Vehicle Miles Traveled (VMT-per capita)	30	31	3%
1.2.1	Total Vehicle Hours Traveled (VHT-daily)	314,735	665,310	111%
1.2.1a	Total Vehicle Hours Traveled (VHT-per capita)	0.75	0.99	31%

VMT and VHT will dramatically increase in the Existing-plus-Committed (E+C) scenario.

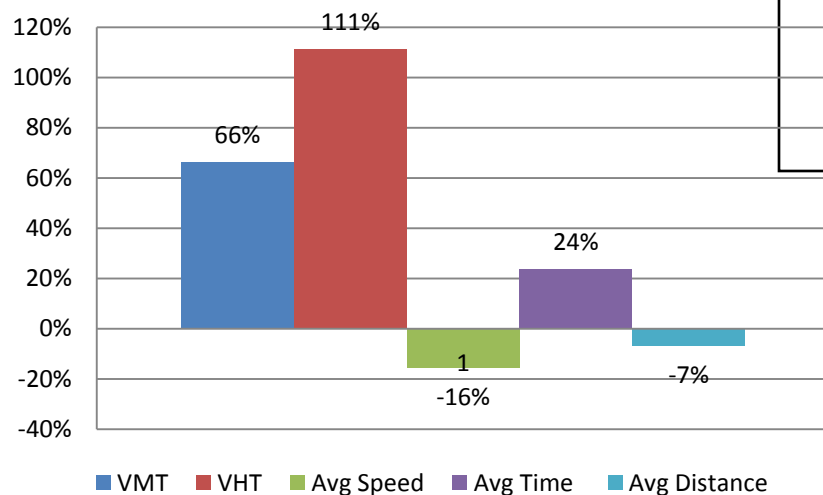
VMT driven by population (59% population increase) (note: VMT per capita is stable)

VHT growth outpaces VMT because of congestion

# Performance Measures

## Changes in Mobility Measures

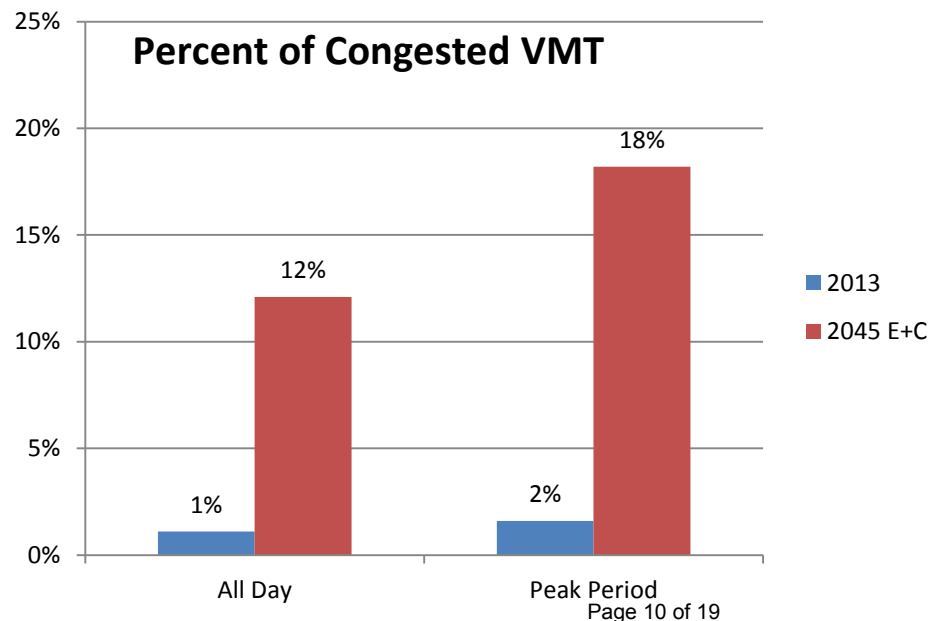
Percent Change: 2013 to E+C



- ▶ Speed and distance decline.
- ▶ Travel time increases.

- Large increase in congested VMT

Percent of Congested VMT

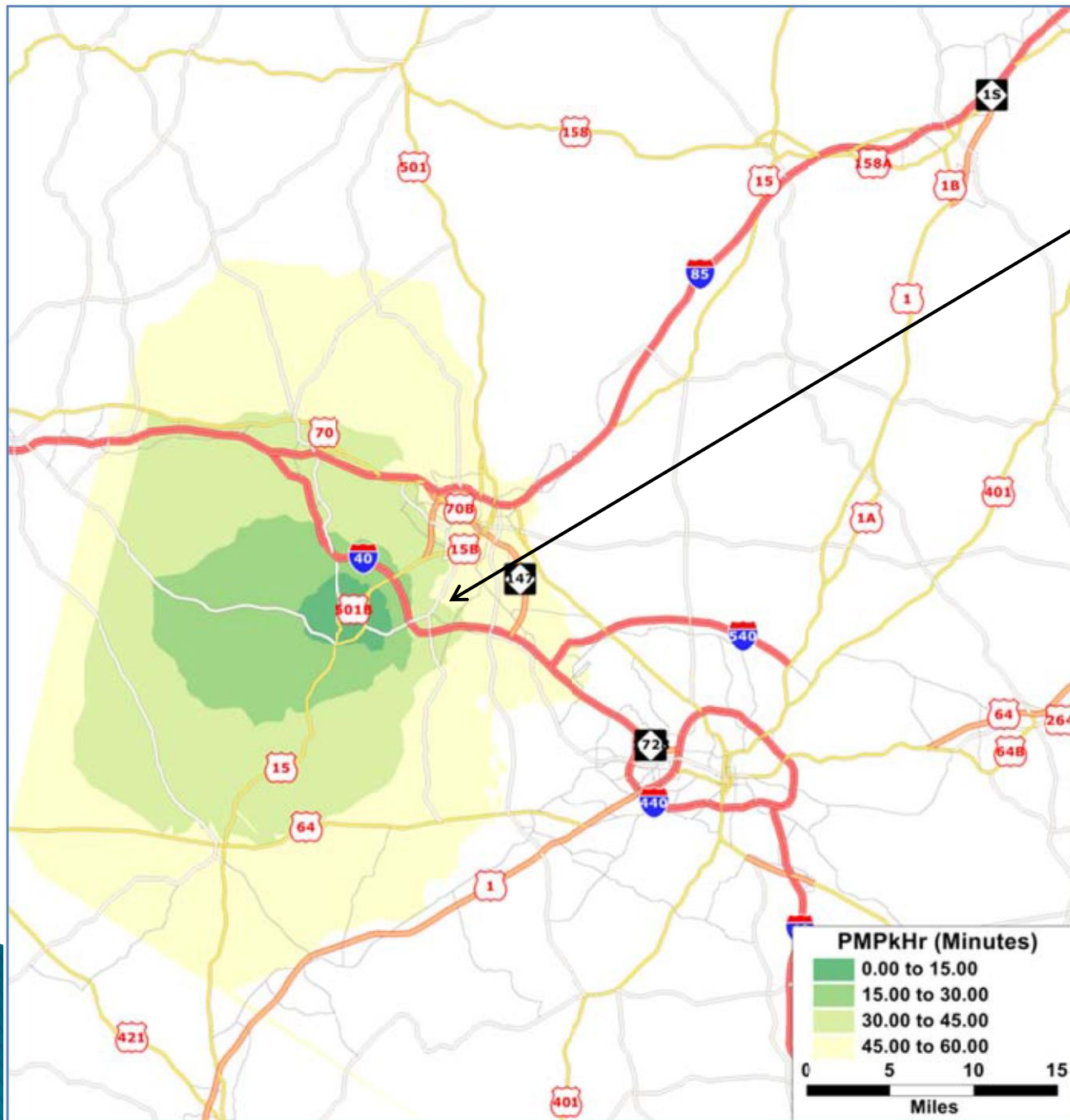




# Travel Isochrones

## Background

- ▶ More specific than Performance Measures – can start to see corridor mobility.
- ▶ Based on afternoon commute from four selected centers:
  - Downtown Durham
  - Chapel Hill/Carrboro
  - RTP
  - Downtown Raleigh
- ▶ Map illustrates “contours” for 15–, 30–, 45–minute, etc. commutes from the centers.
- ▶ Two maps for each center:
  - 2013
  - E+C (2045 SE Data using E+C network)



Contours narrow dramatically in afternoon peak hour leaving Chapel Hill to the east.

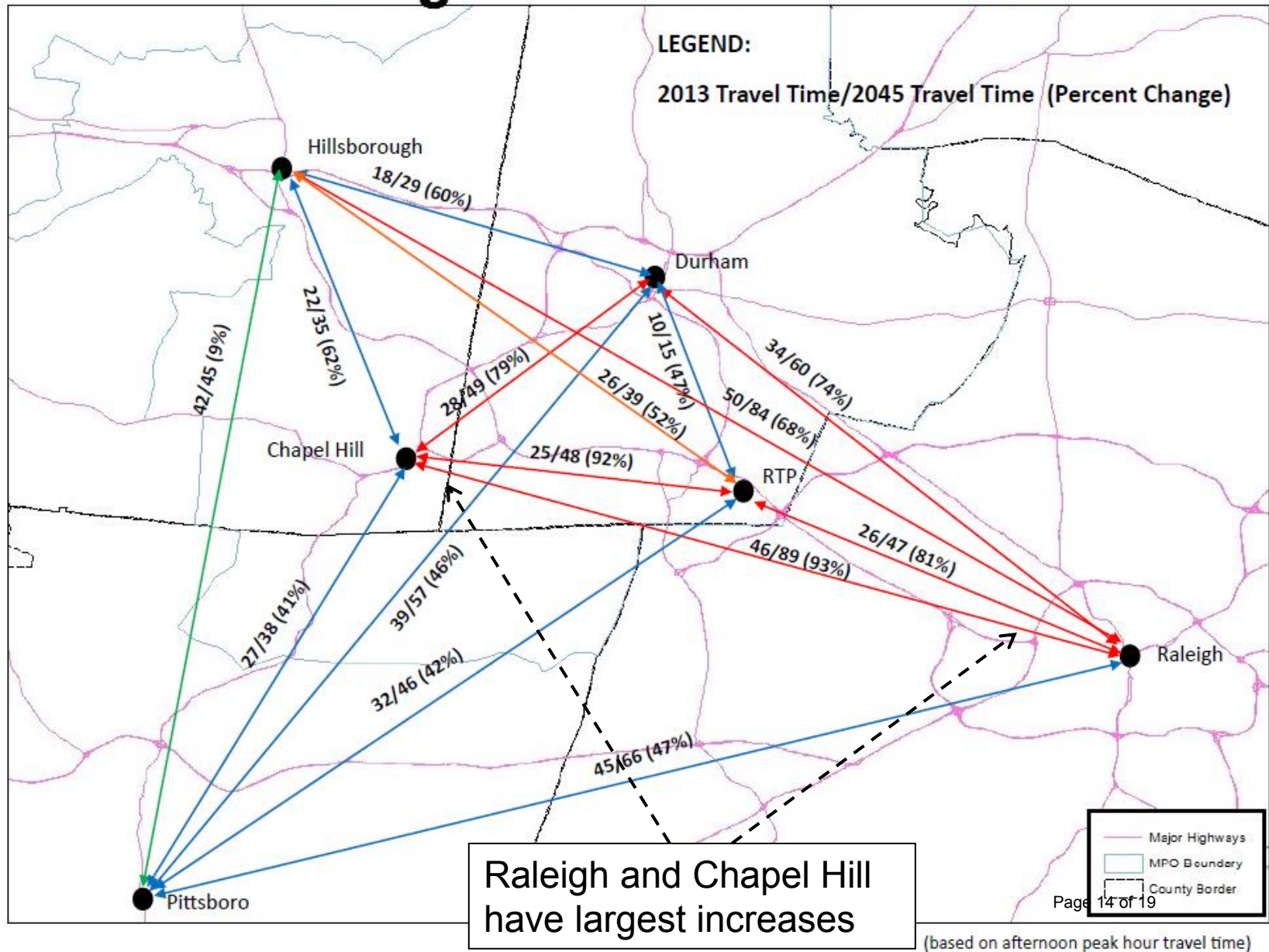
# Travel Time

## Background

- ▶ Shows mobility forecasts to/from regional centers.
- ▶ Uses AM and PM peak hour (“peak of the peak”).
- ▶ Based on commute to/from six selected centers:
  - Downtown Durham
  - Chapel Hill/Carrboro
  - RTP
  - Hillsborough
  - Pittsboro
  - Downtown Raleigh
- ▶ Presented two ways 2013 and E+C:
  - Tables with morning and afternoon peak hour
  - Map of afternoon peak hour
- ▶ Full set of tables on Web site.

Hotter the line color = larger % increase

# Regional Travel Time In Minutes



# Congestion Maps (V/C)

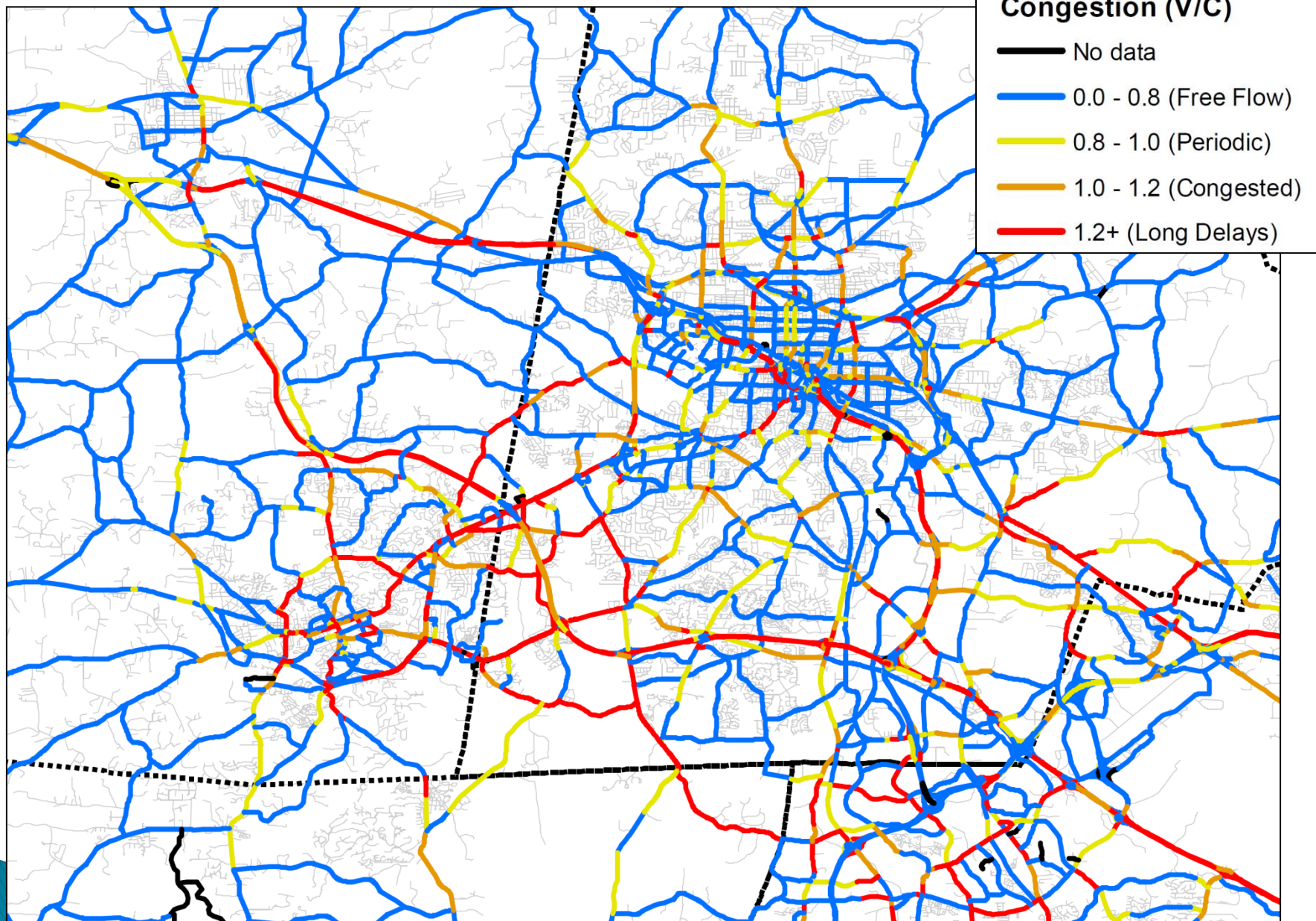
## Background

- ▶ Maps show the forecasted congestion on specific road segments: Daily and Afternoon Peak Hour will be available
- ▶ "V/C" means the traffic volume divided by the traffic capacity of the road segment. (For example, a volume of 9,000 vehicles on a road that is capable of carrying 10,000 vehicles will produce a V/C of 0.9.)
- ▶ A V/C of 1.0 is equal to a Level of Service (LOS) of "E", which can be described as:

Limit of acceptable delay, unstable flow, poor signal progression, traffic near roadway capacity, frequent cycle failures.

- ▶ Web site has county-level and close-up map views.





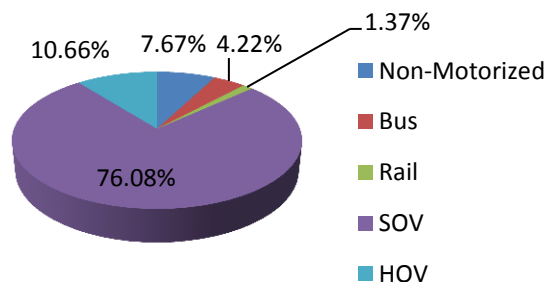
# **\*\*Coming Attractions\*\***

## In the Alternatives Analysis

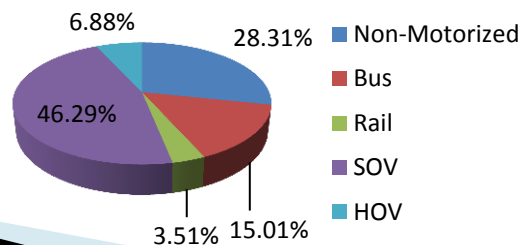
### 1 – Travel Choice Neighborhoods

- Compares mode choice for region with areas that have access to high end transit

**All TAZs**

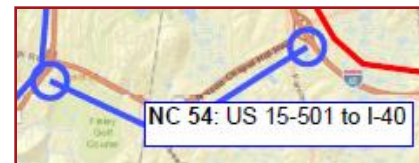


**Half Mile (Rail)**



### 2– Corridors

- Shows congestion level and travel time costs of selected corridors



**I-40 westbound (NC 147 to US 15-501) -- PM Peak, So**

Scenario	Travel Time (min.)	TTI	VOT/hour
2013 Baseline	9.8	1.2	\$ 8,679
2045 E+C	11	1.4	\$ 10,000
Moderate1: 2040 MTP/CP	10	1.5	\$ 13,000
Moderate3: 2040 MTP, Hwy+, No FG/CP	15	1.8	\$ 15,000
Aspirational1: 2040 MTP, Transit+/AIM High	11.5	1.2	\$ 10,000
Aspirational2: 2040 MTP/AIM High	12	1.4	\$ 12,000
Project cost in 2045 MTP = \$224 million			

# Schedule

## Dates to Remember

- 2/27/18 = MPO must incorporate safety targets
- 4/10/18 = MPO is in a plan lapse (no new federal actions)
- 5/27/18 = MTP must be FAST Act compliant

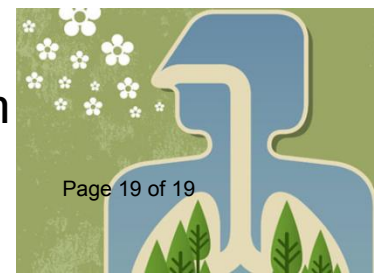


# Schedule

## Board Actions

- ▶ June – Release Deficiency Analysis
- ▶ August – Release Alternatives Analysis  
(full set of public input activities)
- ▶ October – Release Locally Preferred Alternative (LPA)
- ▶ December – Adopt 2045 MTP

Air Quality  
Determination  
Report is not  
required.





## Durham – Chapel Hill – Carrboro Metropolitan Planning Organization

Member Organizations: Town of Carrboro, Town of Chapel Hill, Chatham County, City of Durham, Durham County, Town of Hillsborough, NC Department of Transportation, Orange County, Triangle Transit

**Date:** July 26, 2017

**To:** Durham-Chapel Hill-Carrboro Technical Committee

**From:** Felix Nwoko, MPO Manager

**Subject:** New Position for Transit Planning Services for Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO)

### Executive Summary

The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) requests a full-time position for the 2018 fiscal year. This position will be funded 50 percent by revenues from the ½-cent transit tax administered by GoTriangle, and 50 percent through DCHC MPO grant funds. The County Transit Plans, updated by Durham County, Orange County, GoTriangle, and DCHC MPO in April 2017, budget \$49,000 in FY18 for this position.

### Recommendation

The DCHC MPO TC and staff recommend that the MPO Board approve the authorization of a full-time position within DCHC MPO for transit planning.

### Background

The Durham and Orange County Transit Plans, adopted in April 2017, include an expectation that each county would create a Staff Working Group (SWG) to develop Annual Transit Work Plans and review quarterly progress reports on the D-O LRT and other transit projects and services. Furthermore, the plans envision, and fund, an administrator to provide services to support the SWG.

Both Durham and Orange counties have an Interlocal Implementation Agreement with GoTriangle and DCHC MPO to govern the process for implementing each county's plan. Each SWG has appointed members from GoTriangle, DCHC MPO, and the respective county. Representatives from each municipality in Durham and Orange counties are invited to participate in SWG meetings. Often, and when appropriate, it is anticipated that the two SWGs will meet together. A primary purpose of this position will be to manage the SWGs and administer the implementation of the transit plans. Other key responsibilities include:

- Create annual work plans for the SWGs by coordinating with agencies and individuals responsible for various elements of the work plans;
- Develop quarterly progress reports by coordinating with agencies and individuals responsible for implementing elements of the annual work plans;
- Represent the SWGs as a staff resource and presenting reports and recommendations to local boards;
- Serve as a liaison between the SWGs and local officials;
- Support local government staff at SWG meetings and subcommittees;
- Assist SWG members with presentations to the public, local boards or stakeholder groups;
- Ensure SWG meetings and work products are in compliance with SWG bylaws (to be developed), policies, and procedures;
- Post SWG documents to a public website; and,



## Durham – Chapel Hill – Carrboro Metropolitan Planning Organization

Member Organizations: Town of Carrboro, Town of Chapel Hill, Chatham County, City of Durham, Durham County, Town of Hillsborough, NC Department of Transportation, Orange County, Triangle Transit

- Coordinate with the Wake County Administrator, as needed.

Secondly, the position will devote the other half of its work to DCHC MPO duties. These duties include, but are not limited to:

- Providing lead support for the MPO in transit planning and transit plan coordination;
- Developing, updating and monitoring of Transit Asset Management State of Good Repair Performance Measures and Targets;
- Leading support for transit Intelligent Transit System (ITS) technology and Congestion Management Process (CMP) planning;
- Supporting transit data management, open data and, visualization;
- Developing the transit elements of long range planning efforts such as the Metropolitan Transportation Plan (MTP) and Comprehensive Transportation Plan (CTP), and amendments to those documents; and
- Updating the DCHC MPO project and funding database.

In order to meet upcoming requirements as called for in the County Transit Plans, such as development of the annual work program and reporting documents, it is the desire of all partners of the Staff Working Group that the position be filled by October 1, 2017. This will require advertising the position soon after approvals by the MPO Board and City Council.

## MEMORANDUM

**To:** DCHC MPO Board

**From:** DCHC MPO Lead Planning Agency

**Date:** July 26, 2017

**Subject:** **Lead Planning Agency (LPA) Synopsis of Staff Report**

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This memorandum provides a summary status of tasks for major DCHC MPO projects in the Unified Planning Work Program (UPWP).

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

### **Major UPWP – Projects**

#### **Comprehensive Transportation Plan (CTP)**

- ✓ Deficiency Analysis – December 2014-January 2015
- ✓ Release Draft CTP Deficiency Analysis for Public Comment – February 2015
- ✓ Submit draft CTP to NCDOT for internal review – June 2016
- ✓ Release CTP for Public Comment – December 2016
- ✓ Draft CTP to Local Jurisdictions - December 2016 to February 2017
- ✓ MPO Adopts CTP – May 2017
- NCDOT BOT Adopts CTP – September 2017
- Final CTP documentation and distribution – September 2017

#### **2045 Metropolitan Transportation Plan (MTP)**

- ✓ MTP Schedule/Timeline & development process Approval – January 2016
- ✓ MTP Public Involvement plan – January 2016
- ✓ MTP Goals, Objectives and Performance Measures – In progress
- ✓ Deficiency Analysis & Needs Assessment– May 2017
- ✓ Socioeconomic Forecasts – May 2017
- ✓ Land use Scenarios – May 2017
- Alternative Analysis – August 2017
- Preferred Option –September 2017
- Air Quality analysis and Conformity (not required)
- Adopt 2045 MTP – December 2017/January 2017
- Technical report and implementation – December 2017

#### **MPO Community Viz. Scenarios Planning and Visualization -2.0 (Connect 2025)**

- ✓ Field verification – Complete
- ✓ Focus Groups/Delphi Process – FY 2015
- ✓ Model update and testing – September 2016
- ✓ Model/Scenario Building – May 2017
- Adopted SE Data – November 2017

### **SE Data Update & Projections – Employment /Housing/Population Verification**

- ✓ Setup of Employment Analyst Web tool using INFO-USA data - complete
- ✓ Conduct training of local planner use of Employment Analyst - December 2015
- ✓ Base Year Employment/population and housing update and quality checks – August 2015
- ✓ Development of socio-economic and demographic County Guide Totals – September 2016
- ✓ Local Review/concurrence and endorsement of County Guide Totals – February 2017
- ✓ TRM Service Bureau review of base SE Data – August – September 2015
- ✓ Development of 2025, 2035 and 2045 socio-economic and demographic projections and forecasts – May 2017

### **2015/2016 MPO Data Collection & Surveillance of Change (Traffic/Travel Time/Crash/Transit)**

- ✓ Data collection (Volume/Trucks/Travel Time/Speed) – ongoing –continuous data collection
- ✓ Data collection (Volume/Trucks/Travel Time/Speed) – ongoing –continuous data collection
- ✓ Transit data collection – ongoing –continuous data collection

### **GIS Online (AGOL)/Data Management**

- ✓ MPO Interactive GIS/Mapping – Continuous/On-going
- ✓ Development of public portals for MPO applications – Continuous/On-going
- ✓ Maintenance and updates – Continuous/On-going
- ✓ Development of open data – Continuous/On-going

### **MPO Congestion Management Process/Mobility Report Card (MRC)**

- ✓ Mobility Report Card – Draft report under review
- ✓ Congestion monitoring – Continuously – On-going

### **MPO Website Update and Maintenance**

- ✓ Post Launch Services – Continuous/On-going
- ✓ Interactive GIS – Continuous/On-going
- ✓ Facebook/Twitter management – Continuous/On-going
- ✓ Enhancement of Portals – Continuous/On-going

### **Triangle Regional Model Update**

- ✓ Household Survey – Pilot completed
- ✓ Parking Survey
- ✓ Household Survey – On-going
- ✓ Onboard Transit Survey – Fall 2015/Spring 2016
- ✓ Calibration/Validation of Models for MTP analysis
- ✓ Sensitivity and elasticity analysis for travel demand model
- ✓ Generation of model measures of effectiveness
- Generate demand forecasts for horizon year and intermediate years

### **Prioritization 5.0/STI**

- ✓ Summarize MPO P4 projects not funded (“Holding Tank” for P5) –February 2017
- ✓ Board approves existing projects revisions/modifications projects to be submitted for SPOT-5 – May 10, 2017 (deadline July 30, 2017)
- Preparation and ranking of new projects (23 for each mode) –February to June 2017
- Existing project revision/modification/deletion due to NCDOT for receiving extra new submittals (one out, one in) – July 30, 2017
- Board approves new projects to be submitted for SPOT-5 – August 9, 2017
- SPOT-5 Online opens for entering new P5 projects July 5 (deadline September 15, 2017)

- MPO submits new SPOT-5 projects to NCDOT – September 1, 2017
- LPA updates local ranking methodology – February 2018
- TCC makes recommendation on local ranking methodology – February 2018
- Board approves local ranking methodology – March 2018
- Deadline for approval of Local Input Points Assignment Methodologies – April 1, 2018
- MPO applies local ranking methodology (points) – April - May 2018
- Board releases MPO assigned points for local input/public comments – April 11, 2018
- Board holds public hearing – June 2018
- LPA addresses public comments and makes draft recommendation on local points for Regional category – June 2018
- Approval of Regional Impact points – June 2018
- Submission of Regional Impact points to NCDOT – June 2018
- Assignment of Division Needs points (begins August 2018)

#### **2018-2027 TIP**

- ✓ LPA Staff releases call for projects for inclusion into 2018-27 MTIP – February 22, 2017
- ✓ MPO Board releases Draft STIP for public comment – March 8, 2017
- ✓ MPO Board holds public hearing on Draft STIP – April 12, 2017
- ✓ Local projects due to LPA staff for inclusion in MTIP – April 17, 2017
- ✓ Final amendments to FY16-25 STIP due to LPA staff – May 10, 2017
- ✓ TC reviews final FY16-25 STIP Amendment – May 24, 2017
- Draft MTIP prepared by LPA staff – July 14, 2017
- TC reviews Draft MTIP – July 26, 2017
- MPO Board reviews Draft MTIP – August 9, 2017
- State Board of Transportation approves FY18-27 STIP – August 2017
- TC approval of the 2018-27 MTIP – August 23, 2017
- MPO Board Approval of the 2018-2027 MTIP – September 13, 2017

#### **MPO Environmental Justice (EJ) Report**

- ✓ Review of Draft Environmental Justice Report – Completed and adopted by the Board
- ✓ Draft Environmental Justice public update as recommended by the Federal Certification – (awaiting federal rule making)
- ✓ Analysis and integration of MTP Environmental Justice component – TBD

#### **MAP-21 Performance Measurement**

- ✓ Federal requirement – to be developed in concert with NCDOT and transit operators – On-going

#### **Regional Freight Plan**

- ✓ Consultant Selection/Contract Approval Complete
- ✓ Kick-Off Meeting – Conducted in July 2015
- ✓ Stakeholder outreach and engagement – October 2015
- ✓ Formation of the freight advisory committee – October 2015
- ✓ Data collection, analysis and assessment – November 2015
- ✓ Freight goals & objectives and performance measures – February 2016
- ✓ Analysis of freight existing conditions and trends – TBD
- ✓ Forecasts of future demands (2035 and 2045) – TBD
- ✓ Evaluation of future conditions – TBD
- ✓ Strategic freight corridors and zones – TBD
- Recommendation & implementation strategies – TBD

- Final report and presentation – TBD

#### **MPO ADA Transition Plan**

- ✓ Update self-assessment – Underway
- ✓ Draft MPO Transition Plan – August 2015
- ✓ Local reviews – September 2015
- ✓ FHWA review – September 2015
- ✓ Public comments – October-December 2015
- ✓ Stakeholder outreach – February 2017
- ✓ Roundtable discussion – May 11, 2017
- Self-assessment Data Analysis – July 2017-December 2017
- FHWA/NCDOT Final Review – February 2018
- Final approval – TBD

#### **NC 98 Corridor Study**

- ✓ Project kick-off and initial public engagement – February 2017
- ✓ Transportation analysis (and public engagement) – June 2017
- Conceptual designs and options (and public engagement) – August 2017
- Final plan – February 2018

#### **NC 54 West Corridor Study**

- ✓ Select consultant – February 2017
- Project kick-off and initial public engagement – August 2017
- Inventory and Existing Conditions – September 2017
- Transportation analysis (and public engagement) – January 2018
- Conceptual designs and options (and public engagement) – April 2018
- Final plan – August 2018

<b>Contract Number:</b> C203394		<b>Route:</b> I-885, NC-147, NC-98 US-70	
<b>Division:</b> 5		<b>County:</b> Durham	
<b>TIP Number:</b> U-0071			
<b>Length:</b> 4.009 miles		<b>Federal Aid Number:</b>	
<b>NCDOT Contact:</b> Cameron D. Richards		<b>NCDOT Contact No:</b> (919)840-0914	
<b>Location Description:</b> EAST END CONNECTOR FROM NORTH OF NC-98 TO NC-147 (BUCK DEAN FREEWAY) IN DURHAM.			
<b>Contractor Name:</b> DRAGADOS USA INC			
<b>Contract Amount:</b> \$141,949,500.00		<b>Cost Overrun/Underrun:</b> 1.65%	
<b>Work Began:</b> 02/26/2015		<b>Letting Date:</b> 11/18/2014	
<b>Original Completion Date:</b> 01/10/2020		<b>Revised Completion Date:</b>	
<b>Latest Payment Thru:</b> 06/30/2017		<b>Scheduled Progress:</b> 48.49%	
<b>Latest Payment Date:</b> 06/29/2017		<b>Actual Progress:</b> 43.68%	

<b>Contract Number:</b> C203492		<b>Route:</b> SR-2220	
<b>Division:</b> 5		<b>County:</b> Durham	
<b>TIP Number:</b> EB-4707B			
<b>Length:</b> 1.756 miles		<b>Federal Aid Number:</b> STPDA-0505(64)	
<b>NCDOT Contact:</b> Troy B. Brooks, PE		<b>NCDOT Contact No:</b> (919)220-4680	
<b>Location Description:</b> SR-2220 (OLD CHAPEL HILL ROAD) FROM SR-1113 (POPE ROAD) TO SR-1116 (GARRETT ROAD).			
<b>Contractor Name:</b> FSC II LLC DBA FRED SMITH COMPANY			
<b>Contract Amount:</b> \$0.00		<b>Cost Overrun/Underrun:</b> 0%	
<b>Work Began:</b> 06/26/2017		<b>Letting Date:</b> 05/16/2017	
<b>Original Completion Date:</b> 05/14/2019		<b>Revised Completion Date:</b>	
<b>Latest Payment Thru:</b>		<b>Scheduled Progress:</b> 0%	
<b>Latest Payment Date:</b>		<b>Actual Progress:</b> 0%	

<b>Contract Number:</b> C203567		<b>Route:</b> NC-55	
<b>Division:</b> 5		<b>County:</b> Durham	
<b>TIP Number:</b> U-3308			
<b>Length:</b> 1.134 miles		<b>Federal Aid Number:</b> STP-55(20)	
<b>NCDOT Contact:</b> Troy B. Brooks, PE		<b>NCDOT Contact No:</b> (919)220-4680	
<b>Location Description:</b> NC-55 (ALSTON AVE) FROM NC-147 (BUCK DEAN FREEWAY) TO NORTH OF US-70BUS/NC-98 (HOLLOWAY ST).			
<b>Contractor Name:</b> ZACHRY CONSTRUCTION CORPORATION			
<b>Contract Amount:</b> \$39,756,916.81		<b>Cost Overrun/Underrun:</b> 1.11%	
<b>Work Began:</b> 10/05/2016		<b>Letting Date:</b> 07/19/2016	
<b>Original Completion Date:</b> 03/30/2020		<b>Revised Completion Date:</b> 07/16/2020	
<b>Latest Payment Thru:</b> 06/15/2017		<b>Scheduled Progress:</b> 21.6%	
<b>Latest Payment Date:</b> 06/26/2017		<b>Actual Progress:</b> 14.43%	

<b>Contract Number:</b> C203883		<b>Route:</b> SR-1109, SR-1205, SR-1331 SR-1358, SR-1631, SR-1815 SR-2019, SR-2482, SR-2745 US-501	
<b>Division:</b> 5		<b>County:</b> Durham	
<b>TIP Number:</b>			
<b>Length:</b> 21.371 miles		<b>Federal Aid Number:</b>	
<b>NCDOT Contact:</b> Cameron D. Richards		<b>NCDOT Contact No:</b> (919)840-0914	
<b>Location Description:</b> US-501 FROM NORTH OF SR-1448 TO PERSON COUNTY LINE AND 9 SECTIONS OF SECONDARY ROADS.			
<b>Contractor Name:</b> FSC II LLC DBA FRED SMITH COMPANY			
<b>Contract Amount:</b> \$4,868,862.06		<b>Cost Overrun/Underrun:</b> 1.66%	
<b>Work Began:</b> 03/02/2017		<b>Letting Date:</b> 06/21/2016	
<b>Original Completion Date:</b> 06/30/2017		<b>Revised Completion Date:</b> 07/02/2017	
<b>Latest Payment Thru:</b> 06/22/2017		<b>Scheduled Progress:</b> 100%	
<b>Latest Payment Date:</b> 07/10/2017		<b>Actual Progress:</b> 71.11%	

<b>Contract Number:</b> DE00172		<b>Route:</b> I-540	
<b>Division:</b> 5		<b>County:</b> Durham	
<b>TIP Number:</b> I-5307B			
<b>Length:</b> 0 miles		<b>Federal Aid Number:</b> IM-0540(035)	
<b>NCDOT Contact:</b> Cameron D. Richards		<b>NCDOT Contact No:</b> (919)840-0914	
<b>Location Description:</b> BRIDGE #342 ON I-540 OVER I-40 & NW EXPRESSWAY IN DURHAM COUNTY			
<b>Contractor Name:</b> PROSHOT CONCRETE, INC.			
<b>Contract Amount:</b> \$0.00		<b>Cost Overrun/Underrun:</b> 0%	



<b>Work Began:</b> 05/22/2017 <b>Original Completion Date:</b> 06/09/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Letting Date:</b> 10/26/2016 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00173 <b>Division:</b> 5 <b>TIP Number:</b> W-5205V <b>Length:</b> 0 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> SR 1104/SR 1105 (HERNDON RD) AT SR 1106 (MASSEY CHAPEL/ BARBEE RD) IN DURHAM COUNTY <b>Contractor Name:</b> TRIANGLE GRADING & PAVING INC <b>Contract Amount:</b> \$1,046,988.75 <b>Work Began:</b> 05/01/2017 <b>Original Completion Date:</b> 08/18/2017 <b>Latest Payment Thru:</b> 06/15/2017 <b>Latest Payment Date:</b> 07/10/2017	<b>Route:</b> SR-1104 <b>County:</b> Durham <b>Federal Aid Number:</b> HSIP-1104(19) <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 11/09/2016 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 26% <b>Actual Progress:</b> 2.84%
<b>Contract Number:</b> DE00177 <b>Division:</b> 5 <b>TIP Number:</b> <b>Length:</b> 28.57 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> VARIOUS SECONDARY ROUTES IN DURHAM AND PERSON COUNTIES <b>Contractor Name:</b> WHITEHURST PAVING CO INC <b>Contract Amount:</b> \$967,926.18 <b>Work Began:</b> 04/17/2017 <b>Original Completion Date:</b> 06/30/2017 <b>Latest Payment Thru:</b> 05/31/2017 <b>Latest Payment Date:</b> 06/07/2017	<b>Route:</b> SR-1616 <b>County:</b> Durham <b>Federal Aid Number:</b> <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 16.09% <b>Letting Date:</b> 09/28/2016 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 100% <b>Actual Progress:</b> 44.21%
<b>Contract Number:</b> DE00193 <b>Division:</b> 5 <b>TIP Number:</b> R-4436EJ, R-4436EK <b>Length:</b> 0 miles <b>NCDOT Contact:</b> David B. Moore <b>Location Description:</b> INTERCHANGE OF I-85 AND SR 1637 (DURHAM CO) AND I-85 AND NC 56 (GRANVILLE CO) <b>Contractor Name:</b> CAROLINA ENVIRONMENTAL CONTRACTING INC <b>Contract Amount:</b> \$0.00 <b>Work Began:</b> 07/06/2017 <b>Original Completion Date:</b> 11/22/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Route:</b> I-85 <b>County:</b> Durham <b>Federal Aid Number:</b> STP-1637(004) <b>NCDOT Contact No:</b> (919)562-7000 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 05/24/2017 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00195 <b>Division:</b> 5 <b>TIP Number:</b> I-5729A <b>Length:</b> 0 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> I-85 FROM 0.5 MILES W OF US 501 TO 0.1 MILES EAST OF SR 1827 IN DURHAM COUNTY <b>Contractor Name:</b> FSC II LLC DBA FRED SMITH COMPANY <b>Contract Amount:</b> \$0.00 <b>Work Began:</b> 04/17/2017 <b>Original Completion Date:</b> 10/31/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Route:</b> I-85 <b>County:</b> Durham <b>Federal Aid Number:</b> NHPP-0085(027) <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 03/08/2017 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00211 <b>Division:</b> 5 <b>TIP Number:</b> R-5785B <b>Length:</b> 0 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> MUNICIPALITIES OVER 5,000 POPULATION VARIOUS ROUTES DIVISIONWIDE <b>Contractor Name:</b> CAROLINA EARTH MOVERS INC <b>Contract Amount:</b> \$0.00	<b>Route:</b> - <b>County:</b> Durham <b>Federal Aid Number:</b> TAP-0505(079) <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 0%

<b>Work Began:</b> 05/30/2017 <b>Original Completion Date:</b> 08/31/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Letting Date:</b> 03/20/2017 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00212 <b>Division:</b> 5 <b>TIP Number:</b> R-5785A <b>Length:</b> 0 miles <b>NCDOT Contact:</b> David B. Moore <b>Location Description:</b> MUNICIPALITIES LESS THAN 5,000 POPULATION VARIOUS ROUTES DIVISIONWIDE <b>Contractor Name:</b> CAROLINA EARTH MOVERS INC <b>Contract Amount:</b> \$0.00 <b>Work Began:</b> <b>Original Completion Date:</b> 08/31/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Route:</b> - <b>County:</b> Durham <b>Federal Aid Number:</b> TAP-0505(078) <b>NCDOT Contact No:</b> (919)562-7000 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 10/12/2016 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00214 <b>Division:</b> 5 <b>TIP Number:</b> <b>Length:</b> 0 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> VARIOUS SECONDARY ROUTES IN DURHAM AND PERSON COUNTIES <b>Contractor Name:</b> WHITEHURST PAVING CO INC <b>Contract Amount:</b> \$0.00 <b>Work Began:</b> <b>Original Completion Date:</b> 07/01/2018 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Route:</b> - <b>County:</b> Durham <b>Federal Aid Number:</b> <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 06/14/2017 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%
<b>Contract Number:</b> DE00216 <b>Division:</b> 5 <b>TIP Number:</b> W-5601GD, W-5601GG, W-5601HX W-5601HY <b>Length:</b> 0 miles <b>NCDOT Contact:</b> Troy B. Brooks, PE <b>Location Description:</b> SR 1361 (VICKERS AVE) AT LAKEWOOD AVENUE IN DURHAM COUNTY <b>Contractor Name:</b> BRENTWOOD DISPLAY SERVICES INC. <b>Contract Amount:</b> \$0.00 <b>Work Began:</b> 07/05/2017 <b>Original Completion Date:</b> 12/05/2017 <b>Latest Payment Thru:</b> <b>Latest Payment Date:</b>	<b>Route:</b> SR-1361 <b>County:</b> Durham <b>Federal Aid Number:</b> HSIP-1361(010) <b>NCDOT Contact No:</b> (919)220-4680 <b>Cost Overrun/Underrun:</b> 0% <b>Letting Date:</b> 05/24/2017 <b>Revised Completion Date:</b> <b>Scheduled Progress:</b> 0% <b>Actual Progress:</b> 0%

<u>LET Est</u>	<u>TIP Sub No.</u>	<u>Let Type</u>	<u>Description</u>	<u>R/W (B)</u>	<u>Con Est</u>	<u>ROW Est</u>	<u>Comments</u>
02/17	U-4726HM	NON - DOT LET (Local)	DURHAM - SIDEWALK ON AVONDALE DRIVE				To be let after SR-5001C
03/17	SR-5001C	NON - DOT LET (Local)	SAFE ROUTES TO SCHOOLS DURHAM - FAYETTEVILLE STREET ELEMENTARY SCHOOL	07/16			Delay to April
03/17	C-5178	NON - DOT LET (Congestion Mitigation)	DURHAM - CAMPUS WALK AVENUE, MORRENE ROAD TO LASALLE STREET AND LASALLE STREET, KANGAROO DRIVE TO ERWIN ROAD CONSTRUCTSIDEWALKS		\$336,000		To be let after SR-5001C
04/17	U-4726HJ	NON - DOT LET (Local)	CONSTRUCTION OF SIDEWALKS ON NC 751 BETWEEN GARRETT RD AND NC 54, AND ON NC 54 BETWEEN NC 751 AND DRESDEN DRIVE				Acquisitions to be completed by May
06/17	2017CPT.05.09	Division Design Raleigh Let (DDRL)	Contract Resurfacing		\$1,100,000		
08/17	W-5601EM	Division POC Let (DPOC)	SR 1118 (FAYETTEVILLE ROAD) AT PILOT STREET AND CECIL STREET. SAFETY IMPROVEMENTS.		\$14,000		under construction
09/17	W-5707C	Division POC Let (DPOC)	I-40 WESTBOUND AT US 15-501 SOUTH OF DURHAM IN ORANGE AND DURHAM COUNTIES. REVISE PAVEMENT MARKINGS AND OVERHEAD LANE USE SIGNS ON I-40 WESTBOUND IN VICINITY OF US 15-501.	06/17	\$145,000		Division 7 Design
09/17	W-5705K	Division POC Let (DPOC)	SR 1327(GREGSON STREET)AT LAMOND AVENUE(MP:0.386-0.386); AND SR 1445(DUKE STREET)AT WEST CORPORATION STREET (MP:1.230-1.230) SAFETY IMPROVEMENTS	06/17	\$65,000	\$5,000	design
09/17	EB-5514	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		
09/17	EB-5703	NON - DOT LET (Bicycle and Pedestrian)	DURHAM - LASALLE STREET FROM KANGAROO DRIVE TO SPRUNT AVENUE		\$525,000		
09/17	EB-5704	NON - DOT LET (Bicycle and Pedestrian)	DURHAM - RAYNOR STREET FROM NORTH MIAMI BOULEVARD TO NORTH HARDEE STREET		\$250,000		
09/17	EB-5708	NON - DOT LET (Bicycle and Pedestrian)	NC 54 FROM NC 55 TO RESEARCH TRIANGLE PARK WESTERN LIMIT INDURHAM CONSTRUCT SECTIONS OF SIDEWALK ON SOUTH SIDE		\$250,000		
09/17	EB-5715	NON - DOT LET (Bicycle and Pedestrian)	US 501 BYPASS (NORTH DUKE STREET) FROM MURRAY AVENUE TO US 501 BUSINESS (NORTH ROXBORO ROAD) IN DURHAM CONSTRUCT SIDEWALK ON EAST SIDE TO FILL IN EXISTING GAPS		\$1,154,000		
10/17	I-5729	Division POC Let (DPOC)	I-85 - US 15/US 501 TO EAST OF SR 1827 (MIDLAND TERRACE ROAD) IN DURHAM. PAVEMENT PRESERVATION.		\$8,319,000		
10/17	17BP.5.R.54	Division POC Let (DPOC)	REPLACE BRIDGE 117 OVER MUD CREEK ON SR 1308 (CORNWALLIS ROAD)		\$600,000		
12/17	44932.3.1	On Call Contract (OCC)	US 70 Bus (Hillsborough Rd) at US 15-501 SB Ramp. Widen for an eastbound right turn lane		\$117,000		Preliminary design in progress.
01/18	B-4943	Raleigh Letting (LET)	REPLACE BRIDGE 20 OVER DIAL CREEK ON SR 1616	12/16	\$1,450,000	\$92,000	

<u>LET Est</u>	<u>TIP Sub No.</u>	<u>Let Type</u>	<u>Description</u>	<u>R/W (B)</u>	<u>Con Est</u>	<u>ROW Est</u>	<u>Comments</u>
01/18	W-5705C	Division POC Let (DPOC)	US 501 AT GARRETT ROAD, US 501 BUSINESS AT WESTGATE DRIVE, US 501 BUSINESS AT TOWER BOULEVARD, AND US 501 BUSINESS AT SHANNON ROAD SAFETY IMPROVEMENTS		\$375,000	No R/W needed	central design
02/18	EB-4707A	Division POC Let (DPOC)	SR 1838/ SR 2220 FROM US 15/501 IN ORANGE COUNTY TO SR 1113(POPE ROAD) IN DURHAM COUNTY BICYCLE, PEDESTRIAN AND TRANSIT IMPROVEMENTS	08/15	\$3,500,000	\$1,534,000	
06/18	U-5745	Division POC Let (DPOC)	NC 751 (HOPE VALLEY ROAD) AT SR 1183 (UNIVERSITY DRIVE) INTERSECTION IN DURHAM. CONSTRUCT ROUNDABOUT.	12/17	\$1,300,000	\$150,000	Public meeting in early summer.
09/18	C-5183B	NON - DOT LET (Congestion Mitigation)	SR 1945 (S ALSTON AVENUE) FROM SR 1171 (RIDDLE ROAD) TO CAPPS STREET. CONSTRUCT SIDEWALKS IN DURHAM		\$706,000	\$99,000	
09/18	U-4724	NON - DOT LET (Bicycle and Pedestrian)	SR 1158 (CORNWALLIS RD) FROM SOUTH ROXBORO RD TO SR 1183 (UNIVERSITY DR) IN DURHAM, BIKE AND PEDESTRIAN FEATURES.		\$4,978,000		
09/18	C-4928	NON - DOT LET (Congestion Mitigation)	CONSTRUCT BIKE LANES AND SIDEWALKS ON SR 1317 (MORRENE RD) IN DURHAM FROM NEAL ROAD TO ERWIN ROAD	09/17	\$5,783,000	\$7,000	
06/19	U-4726HN	NON - DOT LET (Local)	CONSTRUCT BIKE LANES/SIDEWALKS IN DURHAM - HILLANDALE ROAD	09/17			
08/19	U-5516	Raleigh Letting (LET)	FROM US 501 (ROXBORO ROAD) TO SR 1448 (LATTA ROAD) / SR 1639 (INFINITY ROAD) IN DURHAM	08/18	\$2,100,000	\$2,000,000	
09/19	EB-5720	NON - DOT LET (Bicycle and Pedestrian)	BRYANT BRIDGE TRAIL - NC 55 TO KELLY BRYANT BRIDGE IN DURHAM		\$1,061,000		
10/19	B-5512	Raleigh Letting (LET)	REPLACE BRIDGE 89 OVER LICK CREEK ON SR 1902	10/18	\$1,050,000	\$100,000	
06/21	U-5823	NON - DOT LET (Local)	WOODCROFT PARKWAY EXTENSION. FROM SR 1116 (GARRETT ROAD) TONC 751 (HOPE VALLEY ROAD) IN DURHAM. CONSTRUCT ROADWAY ON NEW ALIGNMENT.	05/20	\$1,798,000	\$421,000	
03/22	U-5720A	Design Build Let (DBL)	US 70 (MIAMI BLVD) FROM LYNN ROAD TO SR 1959 (SOUTH MIAMI BOULEVARD/SR 1811 (SHERRON ROAD)		\$78,705,000	\$30,315,000	
03/22	U-5720B	Design Build Let (DBL)	US 70 (MIAMI BLVD) FROM LYNN ROAD TO SR 1959 (SOUTH MIAMI BOULEVARD/SR 1811 (SHERRON ROAD)		\$22,914,000	\$2,190,000	

## NCDOT DIV 7 PROJECTS LOCATED IN DCHCMPO - UNDER DEVELOPMENT

TIP/WBS #	Description	Let/Start Date	Completion Date	Cost	Status
R-5787B 44917.3.3	Curb ramp improvements at various intersections in <b>Orange and Alamance Co.</b>	7/6/17	Fall 2017	\$303,400	Planning and design activities underway.
SS-4907BS 44894.2.1 44894.3.1	Installation of traffic signal at the intersection of US70 and SR 1114 (Buckhorn Road) East of <b>Mebane</b> .	Aug. 2017	Fall 2017	\$40,500 R/W \$43,200 CON	Signal design complete, R/W acquisition complete and certified
SS-4907BW 47356.1.1 47356.3.1	Intersection improvements at SR 1114 (Buckhorn Road) and SR 1146 (West Ten Road) east of Mebane. Convert two way stop to ALL WAY STOP. Construct radius improvements to accommodate turning traffic	Sept. 2017	Dec. 2017	\$3000 PE \$55,000 CON	Planning and design activities underway.
U-5549/SS-4907AZ 50153.3.F1 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 <b>Hillsborough</b> .	11/1/2016	Fall 2017	\$156,000 CON \$245,000 CON \$120,000 CON	Construction underway - 15% complete
U-5846 50236.1.1 50236.2.1 50236.3.1	Construct a Roundabout at SR 1772 (Greensboro Street) and SR 1780 (Estes Drive) in <b>Carrboro</b> .	Jan. 2018	Mar. 2019	\$775,000	Planning and design activities underway
U-5847 50238.1.1 50238.2.1 50238.3.1	Intersection improvements at SR 1010 (West Franklin St.) and SR 1771 (Merritt Mill Rd)/SR1927 (Brewer Lane) in <b>Chapel Hill / Carrboro</b> .	Jan. 2019	Mar. 2019	\$775,000	Planning and design activities underway
U-5854 46382.1.1 46328.2.1 46382.3.1	Construct a roundabout at SR 1008 (Mt. Carmel Church Road) and SR 1913 (Bennett Road) in <b>Chapel Hill</b>	Jun. 2018	Fall 2019	\$775,000	Planning and design activities underway, Utility coordination underway

## NCDOT DIV 7 PROJECTS LOCATED IN DCHCMPO - UNDER DEVELOPMENT

TIP/WBS #	Description	Let/Start Date	Completion Date	Cost	Status
W-5707A 44853.1.1	Curb ramp improvements at the following intersections: SR 2048 (South Road) at Raleigh Street; SR 2048 (South Road) at Country Club Road, SR 1902 (Manning Drive) at Paul Hardin Drive, and SR 1902 (Manning Drive) at Ridge Road / Skipper Bowles Road in <b>Chapel Hill</b>	6/15/2017	Aug. 2017	\$80,000	Planning and design activities underway. Signal pedestrian improvements complete.
47418	Install chain link fence on both sides of SR1006 (Orange Grove Rd.) bridge over I-40 in Orange Co.	Oct. 2017	Dec. 2017	\$100,000	Project development underway, Tentative construction schedule pending design



## North Carolina Department of Transportation

### Active Projects Under Construction - Orange Co.

<u>Contract Number</u>	<u>TIP Number</u>	<u>Location Description</u>	<u>Contractor Name</u>	<u>Resident Engineer</u>	<u>Contract Bid Amount</u>	<u>Availability Date</u>	<u>Work Start Date</u>	<u>Completion Date</u>	<u>Progress Schedule</u>	<u>Completion Percent</u>
C203274		REPLACEMENT OF 11 BRIDGES IN ALAMANCE CO AND 3 BRIDGES IN ORANGE CO.	HAYMES BROTHERS, INC.	Kirkman, PE, Christopher D	\$6,356,520.00	04/29/2013	05/23/2013	12/13/2016	99.99	99.91
C203640		REPLACEMENT OF 4 BRIDGES IN GUILFORD COUNTY AND 3 BRIDGES IN ORANGE COUNTY.	HAYMES BROTHERS, INC.	Lorenz, PE, Kris	\$3,124,500.00	06/01/2015	09/02/2015	11/01/2017	66.00	59.08
C203641		REPLACEMENT OF 5 BRIDGES IN GUILFORD COUNTY AND 5 BRIDGES IN ORANGE COUNTY.	R.E. BURNS & SONS CO., INC.	Kirkman, PE, Christopher D	\$5,940,323.00	06/01/2015	06/01/2015	11/01/2018	42.50	87.50
DG00298	P-4405I	PASCHALL DRIVE FROM GORDON THOMAS DRIVE TO SR 1841 AND GREENBRIAR TRIAL TO SR 1846, REMOVE R/R CROSSINGS	TRIANGLE GRADING & PAVING INC	Kirkman, PE, Christopher D	\$1,493,600.00	06/06/2016	06/10/2016	06/06/2017	100.00	99.99
	P-4405J	PASCHALL DRIVE FROM GORDON THOMAS DRIVE TO SR 1841 AND GREENBRIAR TRIAL TO SR 1846, REMOVE R/R CROSSINGS	TRIANGLE GRADING & PAVING INC	Kirkman, PE, Christopher D	\$1,493,600.00	06/06/2016	06/10/2016	06/06/2017	100.00	99.99
DG00299		RESURFACE 22 SECTIONS OF SEC. ROADS IN S. EASTERN ORANGE CO	CAROLINA SUNROCK LLC	Kirkman, PE, Christopher D	\$1,331,325.36	06/01/2016	09/28/2016	11/17/2017	40.00	99.83
DG00302	P-4405K	EXTEND BRYDSVILLE ROAD TO NC 86 AND REMOVE RAIL CROSSING	TRIANGLE GRADING & PAVING INC	Kirkman, PE, Christopher D	\$1,683,900.00	07/01/2016	09/29/2016	12/30/2017	89.32	27.53
DG00319		RESURFACE SR 1002 (ST. MARY'S ROAD) FROM US 70 TO THE DURHAM CNTY LINE AND SR 1548 (SCHLEY ROAD) FROM NC 57 TO SR 1002	CAROLINA SUNROCK LLC	Kirkman, PE, Christopher D	\$2,173,386.35	04/03/2017	03/06/2017	11/17/2017	9.00	23.07
DG00323	C-5600F	INSTALLATION OF FIBER-OPTIC COMMUNICATION NETWORK AND RELATED WORK FOR CENTER TO CENTER CONNECTION	ALS OF NORTH CAROLINA LLC	Kirkman, PE, Christopher D	\$885,605.60	11/14/2016	02/27/2017	09/09/2017	53.00	50.76
DG00324		REPLACE BRIDGE NO. 126 ON SR 1526 (GRAY ROAD) OVER LICK CREEK WITH AN ALUMINUM ARCH CULVERT	FSC II LLC DBA FRED SMITH COMPANY	Kirkman, PE, Christopher D	\$974,479.00	10/24/2016	01/16/2017	11/01/2017	99.99	87.45
DG00325		INSTALL ARCH PIPE ON SR 1919 (SOUTH GREENSBORO STREET) AT NC 54	FSC II LLC DBA FRED SMITH COMPANY	Kirkman, PE, Christopher D	\$1,970,791.00	11/14/2016	12/07/2016	11/30/2017	95.67	76.59
DG00331		RESURFACE 17 SECTIONS OF SECONDARY ROADS AND WIDEN AND RESURFACE SR 1354, SR 1504, SR 1506 AND SR 1577	CAROLINA SUNROCK LLC	Kirkman, PE, Christopher D	\$2,144,964.12	04/03/2017	03/09/2017	11/17/2017	11.00	44.73
DG00332	W-5601 IF	GUARDRAIL END TERMINAL UPGRADES ON I-40	NICKELSTON INDUSTRIES, INC.	Kirkman, PE, Christopher D	\$494,243.00	12/05/2016	05/01/2017	09/05/2017		
DG00340		REPLACE BRIDGE NO. 137 ON SR 1550 (EDMUND LATTA RD) OVER FORESET CREEK	SMITH-ROWE, LLC	Kirkman, PE, Christopher D	\$389,523.35	03/15/2017	04/26/2017	12/15/2017		
DG00341		REPLACE BRIDGE NO. 18 ON SR 1421 (LIB ROAD) OVER EAST BACK CREEK TRIBUTARY WITH CULVERT	SMITH-ROWE, LLC	Kirkman, PE, Christopher D	\$310,294.00	03/15/2017	04/17/2017	01/15/2018	37.75	5.70
DG00345	U-3306(L)	LANDSCAPE ON SR 1733 (WEAVER DAIRY ROAD)	MOTS LANDSCAPING & LAWNS LLC	Kirkman, PE, Christopher D	\$73,101.80	01/23/2017	04/05/2017	06/15/2018	89.58	84.83



## North Carolina Department of Transportation

### Active Projects Under Construction - Orange Co.

<u>Contract Number</u>	<u>TIP Number</u>	<u>Location Description</u>	<u>Contractor Name</u>	<u>Resident Engineer</u>	<u>Contract Bid Amount</u>	<u>Availability Date</u>	<u>Work Start Date</u>	<u>Completion Date</u>	<u>Progress Schedule</u>	<u>Completion Percent</u>
DG00346		REPLACE BRIDGE #209 OVER FRANK CREEK ON SR 1366 (ATKINS ROAD)	APPLE TUCK & ASSOCIATES, INC.	Kirkman, PE, Christopher D	\$363,834.19	05/01/2017	05/24/2017	02/07/2018		
DG00356		AST RETREATMENT ON ONE SEC. ROAD IN ALAMANCE COUNTY, ONE SEC. ROAD IN CASWELL COUNTY AND 21 SECONDARY ROADS IN ORANGE COUNTY	WHITEHURST PAVING CO INC	Kirkman, PE, Christopher D	\$956,526.41	04/03/2017	04/17/2017	10/13/2017	18.04	49.99



ACTIVE PROJECTS - June 2017							
TIP/WBS # or Contract #	Project Description	Length (mi)	Let Date	Completion Date	Cost	Contractor	Comments
44195.3.1 DH00212	Construct a southbound left turn lane on NC 751 at New Hope Church Road & at NC 751 at SR 1617 Big Woods Road	1.74	9/27/2016	2/27/2018	\$1,489,500.00	FSC II, LLC, DBA Fred Smith Company	80% Completion
DH00211, 44807.3.1, SS- 4908BB	Improve edgeline and centerline markings on SR 1731 O'Kelly Chapel Rd from NC 751 to beginning of three lane section west of Pittard Sears Rd. Work includes adding 6" Thermoplastic w/Highly Reflective Elements (Edgelines) and 4" Thermoplastic Standard Bead (centerline)	2.2	9/13/2016	7/30/2017	TBD	Clark Pavement Marking, Inc	Contract covers other various counties.

UPCOMING PROJECTS				
TIP/WBS # or Contract #	Project Description	Let Date	Cost	Comments