



## **DCHC MPO Board Meeting Agenda**

Wednesday, August 9, 2017

9:00 AM

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

**1. Roll Call****2. Ethics Reminder**

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

**3. Adjustments to the Agenda****4. Public Comments****5. Directives to Staff**[17-100](#)

**Attachments:**      [2017-08-09 \(17-100\) MPO Board Directives to Staff.pdf](#)

**CONSENT AGENDA****6. June 14, 2017 Board Meeting Minutes**[17-168](#)

A copy of the June 14, 2017 Board meeting minutes is enclosed.

**Board Action:** Approve the minutes of the June 14, 2017 Board meeting.

**Attachments:**      [2017-08-09 \(17-168\) MPO Board Meeting Minutes 6.14.17\\_LPA2.pdf](#)

7. **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** [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:** Recommended the Board authorize the Durham City Manager to enter into agreement with NCDOT.

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

**Attachments:** [2017-08-09 \(17-165\) FY18 5303 contract for Board approval.pdf](#)

8. **FFY17 Section 5307/5340 FULL Apportionment Split Letter** [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.

**TC Action:** Recommended that the Board approve the distribution and endorse the attached FFY17 FULL apportionment split letter.

**Board Action:** Approve the distribution and endorse the attached FFY17 FULL apportionment split letter.

**Attachments:** [2017-08-09 \(17-167\) Memo Section 5307-5340 FFY17 FULL apportionment.pdf](#)  
[2017-08-09 \(17-167\) FFY17 5307 FULL split letter.pdf](#)

## **ACTION ITEMS**

**9. Superstreets in North Carolina (30 minutes)**[17-169](#)**James H. Dunlop, P.E., North Carolina Department of Transportation**

North Carolina is considered a leader in implementation of innovative intersection and interchange designs, including superstreets. A superstreet (also known as Synchronized Streets, J-turns, Reduced Conflict Intersections and RCUTs) redirects certain movements, typically side street lefts and throughs, to provide improved safety, capacity and operations. The first unsignalized superstreets were built in the state in 2000, and the first signalized superstreets were built in the Wilmington area in 2004-2005, with an early project completed in Chapel Hill in early 2008.

This presentation will provide a summary of the theory behind the superstreet concept, benefits for vehicular traffic as well as other travel modes, and implementation results.

**Board Action:** This item is for informational purposes only. There is no action required at this time.

**10. Durham-Orange Light Rail Transit Entrance into Engineering Phase (20 minutes)**[17-170](#)**Danny Rogers, GoTriangle**

On July 28, 2017, the Federal Transit Administration (FTA) approved GoTriangle's request to enter the New Starts Engineering phase of the FTA's Capital Investment Grants Program for the Durham-Orange Light Rail Transit project (D-O LRT). Danny Rogers, Project Director for D-O LRT, will present to the MPO Board what this means for the project and discuss next steps.

**Board Action:** This item is for informational purposes only. There is no action required at this time.

**Attachments:** [2017-08-09 \(17-170\) Durham-Orange Light Rail Transit Engineering Approval L](#)

**11. 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 as soon as possible to 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.

**Board Action:** Approve the new position of Transit Planner.

**Attachments:**      [2017-08-09 \(17-163\) Transit Planner Position Memo.pdf](#)

**12. Resolution in Support of Vision Zero Durham (15 minutes)**[17-164](#)**Terry Bellamy, City of Durham Director of Transportation**

The Durham Transportation Department launched 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 Durham Transportation Department hosted a Vision Zero Durham kick-off meeting on August 1, 2017 with representatives from the City of Durham, Durham County, the state, and various community organizations. At this meeting, Vision Zero Durham stakeholders discussed the importance of partnerships in achieving a successful Vision Zero program.

The 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 Durham 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.

**TC Action:** Forward the resolution to the MPO Board.

**Board Action:** Adopt the resolution in support of Vision Zero Durham.

**Attachments:**      [2017-08-09 \(17-164\) MPOVisionZeroResolution.pdf](#)

**13. 2045 Metropolitan Transportation Plan (MTP) -- Alternatives Analysis**  
**(20 minutes)**

[17-155](#)

**Andy Henry, LPA Staff**

The Board released the Deficiency Analysis for public input at their June meeting. The purpose of the Alternatives Analysis is to propose a variety of transportation investments and development foundations to address the expected transportation deficiencies, and to motivate public and agency discussion of the investments. The attached presentation provides an introduction to the Alternatives Analysis' metrics and maps. Staff will likely handout an updated presentation at the meeting that includes an initial comparison of the Alternatives. The metrics and maps are available on the MPO's Alternatives Analysis Web page: [www.bit.ly/DCHC-MTP-Alternatives](http://www.bit.ly/DCHC-MTP-Alternatives).

The proposed schedule for the 2045 MTP is as follows:

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

**TC Action:** Forward the Alternatives Analysis to the MPO Board and recommended that it be released for a 42-day public comment period

**Board Action:** Release the Alternatives Analysis for a 42-day public comment period

**Attachments:**      [2017-08-09 \(17-155\) 2045 MTP - AltAnalysis.pdf](#)

**14. FY2018-27 TIP Update (30 minutes)**[17-152](#)**Aaron Cain, LPA Staff**

On June 22, 2017 NCDOT awarded CMAQ grants to DCHC MPO (see attached letter, revised July 31, 2017). All projects that were submitted and approved by the MPO 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 STIP (no DCHC projects were removed), which was approved by the State Board of Transportation last week. These projects are shown in the attached document.

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). On August 1, 2017, NCDOT notified LPA staff that the deadline for approval of the TIP has been pushed back to November 15, 2017. This will allow LPA staff to further develop the TIP for TC and Board review. 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 ask the Board to release the Draft TIP for public review and comment at its October meeting and hold a public hearing at the November meeting, prior to adoption by the Board.

There are three carryover projects in the Draft STIP that the TC recommended removing from the TIP and scoring in the upcoming SPOT 5.0 process:

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.

Division 5 staff has concurred with not scoring P-5710 in SPOT 5.0. However, there is concern from NCDOT and CAMPO staff (whose concurrence is required for the removal of I-5702B) regarding the removal of the managed lanes projects. While equity concerns and issues with funding higher priority projects within the I-40 corridor are acknowledged, there is a desire to allow the Regional Toll Study that is underway to continue, as well as planning and environmental studies, which will provide additional information about these projects. Therefore, LPA staff has conferred with NCDOT and CAMPO staff and the parties have agreed that should the managed lanes projects remain in the TIP and scored in SPOT 5.0, once the scoring for SPOT 5.0 is released in spring 2018, LPA staff can work with NCDOT to program the managed lanes projects in such a way that other projects are potentially not unduly affected by the corridor cap and may be programmed.

**TC Recommendation:** The TC recommended that the three projects listed above not be included in the FY2018-27 TIP and not be scored in SPOT 5.0. However, further discussion with NCDOT and CAMPO staff have resulted in a substitute proposal by staff to keep projects I-5702A and I-5702B in the upcoming FY2018-27 and rescore those projects for SPOT 5.0 with further discussion on the programming of those projects for the FY2020-29 STIP that could allow for other projects in the I-40 corridor to have access to funding.



**Board Action:** Not include project P-5710 in the FY2018-27 TIP and not have the project scored for SPOT 5.0. For projects I-5702A and I-5702B, either remove the projects from consideration in SPOT 5.0 and not include them in the FY2018-27 TIP, or allow them to be scored in SPOT 5.0 with the understanding that LPA staff will work with NCDOT during the development of the FY2020-29 STIP to address the corridor cap and funding of other priority projects.

**Attachments:**

[2017-08-09 \(17-152\) Draft STIP Changes 6-28-17.pdf](#)

[2017-08-09 \(17-152\) FY18-19 CMAQ Award Letter for DCHC.pdf](#)

**15. 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 SPOT 5.0, which rates projects across the state to determine which will be funded in 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. DCHC may submit up to 23 projects per mode for SPOT 5.0 consideration.

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 and approved by the State Board of Transportation earlier this month. LPA staff is working with a subcommittee of local government staff to determine the 23 highway and 23 bike/ped projects that will be submitted for DCHC. Only 21 transit and 10 rail projects have been identified for scoring in SPOT 5.0.

In addition to the projects being submitted for SPOT 5.0, the deadline is August 25 to submit any modifications or deletions of carryover projects (see attached list). There are fewer projects to be modified or deleted than previously discussed 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. The TC recommended approval of the proposed alternate criteria at its July 26, 2017 meeting.

**TC Action:** Recommended that the MPO Board endorse the proposed alternate criteria for highway projects in SPOT 5.0.

**Board Action:** Endorse the proposed alternate criteria for highway projects in SPOT 5.0.

**Attachments:**[2017-08-09 \(17-153\) Projects for Removal or Modification in SPOT 5.pdf](#)[2017-08-09 \(17-153\) Alternative Weights Options for SPOT 5.pdf](#)[2017-08-09 \(17-153\) Letter to NCDOT Endorsing Alternative Weights.pdf](#)**REPORTS:****16. Report from the Board Chair**[17-101](#)**Steve Schewel, Board Chair**

**Board Action:** Receive the report from the Board Chair

**17. Report from the Technical Committee Chair** [17-102](#)

TC Chair

**Board Action:** Receive the report from the TC Chair.**18. Report from LPA Staff** [17-103](#)

Felix Nwoko, LPA Manager

**Board Action:** Receive the report from LPA Staff.**Attachments:** [2017-08-09 \(17-103\) LPA staff report.pdf](#)**19. NCDOT Report** [17-104](#)

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

**Board Action:** Receive the reports from NCDOT.**Attachments:** [2017-08-09 \(17-104\) NCDOT Progress Report.pdf](#)**INFORMATIONAL ITEMS****20. Recent News Articles and Updates** [17-105](#)**Attachments:** [2017-08-09 \(17-105\) news\\_articles.pdf](#)**Adjourn****Next meeting: September 13, 9 a.m., Committee Room****Dates of Upcoming Transportation-Related Meetings: None**

## MPO Board Directives to Staff

12/01/15 – Present (Completed/Pending/In Progress)

| <b>Meeting Date</b> | <b>Directive</b>   | <b>Status</b>  |
|---------------------|--|--|
| 12/9/2015           | Quarterly updates on D-O LRT project.  | <u>On-going:</u> GoTriangle will provide quarterly updates to MPO Board.   |
| 2/15/2016           | Draft Letter of Support for D-O LRT project to advance to Engineering Phase for MPO Board Chair signature  | <u>Completed:</u> 2/18/2016.   |
| 4/13/2016           | Research and consider renaming DCHC MPO an acronym that would be easier remember and simple to say.  | <u>Completed.</u> 6/8/2016. DCHC MPO staff and the Technical Committee researched and provided a recommendation to the MPO Board.  |
| 4/13/2016           | Provide the MPO Board with a breakdown of funding for highway program and non-highway program in the MPO TIP.  | <u>Completed.</u> DCHC MPO staff created a summary report and distributed it during May 11, 2016 Board meeting.  |
| 5/11/2016           | Schedule presentation from NCDOT Division and City Public Works regarding flooding on Trenton Road.  | <u>Completed.</u> DCHC MPO staff arranged to have an update at the June 8, 2016 Board meeting.   |
| 5/11/2016           | Prepare a presentation on the breakdown of funding for highway program and non-highway program in the MPO TIP.   | <u>Completed.</u> DCHC MPO staff presented the summary report at the June 8, 2016 Board meeting.   |
| 6/8/2016            | Update the DCHC MPO's tagline on the MPO website to provide information to the public that explains the MPO does regional transportation planning for the western Triangle area.                                       | <u>Underway.</u> DCHC MPO staff is still working on updating the tagline on the MPO website.   |
| 6/8/2016            | Request FHWA and NCDOT provide a presentation to the MPO Board that describes the federal process, requirements, and responsibilities related to MPO TIP development.  | <u>Underway.</u> DCHC MPO staff is coordinating with FHWA and NCDOT to have a presentation at a future Board meeting.  |
| 6/8/2016            | Conduct background study on toll roads and how they are used and affect municipalities like DCHC MPO.  | <u>Underway.</u> Consultant selected and presentation was given at November 2016 joint DCHC/CAMPO MPO meeting. Topic will be further discussed at later DCHC MPO regular Board meetings. |
| 12/14/2016          | Draft letter to NCDOT regarding citizen request for "Bicycles May Use Full Lane" signs on Old NC 86 north of Carrboro, and to reiterate interest in providing bike lanes or wider shoulders to accommodate bicyclists. | <u>Completed.</u> DCHC MPO staff sent letter to NCDOT on January 30, 2017; response received March 15, 2017.   |
| 1/11/2017           | Draft letter to NCDOT requesting that issues of equity for low-income users be incorporated into planning for managed lanes on I-40 and NC-147.  | <u>Completed.</u> Draft completed January 29, 2017.  |

| <b>Meeting Date</b> | <b>Directive</b>  | <b>Status</b>  |
|---------------------|---|--|
| 4-28-17             | Determine the number of distance signs on freeways within the MPO's jurisdiction. Investigate the options for increasing the number of signs with NCDOT, particularly on and around the East End Connector at its completion. | <u>Underway.</u> MPO staff has found seven distance signs on freeways within the MPO's jurisdiction: four on I-85, one on NC-147, one on US 15-501, and one on I-85/40 in western Orange County. MPO staff will follow up with NCDOT about the opportunity for additional signs along I-40 in Durham and/or Orange counties. |
| 4-28-17             | Work with Division 7 to amend the signage plan for the East End Connector to include signs warning motorists about construction before the I-85/40 split.   | <u>Underway.</u> MPO staff has contacted Division 7 regarding this request.  |
| 5-10-17             | Have someone from NCDOT present to the MPO Board on synchronized/super streets.   | <u>Underway.</u> NCDOT's Congestion Management Division has agreed to have someone from their office make a presentation on synchronized/super streets at the August MPO Board meeting.  |

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

**14 June 2017**

## **MINUTES OF MEETING**

The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board met on June 6, 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:

|   |                                 |
|---|---------------------------------|
| Steve Schewel (MPO Board Chair)         | City of Durham                  |
| Damon Seils (MPO Board Vice Chair)      | Town of Carrboro                |
| Karen Howard (Member)                   | Chatham County                  |
| Don Moffitt (Member)                    | City of Durham                  |
| Ellen Reckhow (Member)                  | Durham County                   |
| Ed Harrison (Member)                    | GoTriangle                      |
| Barry Jacobs (Member)                   | Orange County                   |
| Brian Lowen (Member)                    | Town of Hillsborough            |
| Pam Hemminger (Member, excused absence) | Town of Chapel Hill             |
| Lydia Lavelle (Alternate)               | Town of Carrboro                |
| Michael Parker (Alternate)              | Town of Chapel Hill             |
| Nina Szlosberg-Landis (Member)          | NC Board of Transportation      |
| David Keilson                           | NCDOT, Division 5               |
| Richard Hancock                         | NCDOT, Division 5               |
| Ed Lewis                                | NCDOT, Division 7               |
| Brian Kluchar                           | NCDOT, Division 8               |
| Theo Letman                             | Orange County Transit           |
| Bergen Watterson                        | Town of Chapel Hill             |
| Kayla Seibel                            | Town of Chapel Hill             |
| Tina Moon                               | Town of Carrboro                |
| Patrick McDonough                       | GoTriangle                      |
| Terry Bellamy                           | City of Durham Transportation   |
| Bill Judge                              | City of Durham Transportation   |
| Ellen Beckmann                          | City of Durham Transportation   |
| Tasha Johnson                           | City of Durham Public Works     |
| Scott Whiteman                          | Durham County                   |
| Eddie Dancausse                         | Federal Highway Administration  |
| Felix Nwoko                             | DCHC MPO                        |
| Meg Scully                              | DCHC MPO                        |
| Aaron Cain                              | DCHC MPO                        |
| Brian Rhodes                            | DCHC MPO                        |
| Anne Phillips                           | DCHC MPO                        |
| Will Letchworth                         | WSP                             |
| Mike Surasky                            | WSP                             |
| Tim Schwarzauser                        | Town of Chapel Hill             |
| Jessica Kemp                            | City of Durham General Services |

47 Quorum Count: 10 of 10 Voting Members

48  
49 Chair Steve Schewel called the meeting to order at 9:01 a.m. A roll call was performed. The  
50 voting members and alternate voting members of the DCHC MPO Board were identified and are  
51 indicated above. Chair Steve Schewel reminded everyone to sign-in using the sign-in sheet that was  
52 being circulated.

53 Vice Chair Damon Seils made a motion to grant Pam Hemminger an excused absence from the  
54 meeting. Michael Parker seconded the motion. The motion passed unanimously.

55 **PRELIMINARIES:**

56 **2. Ethics Reminder**

57 Chair Steve Schewel read the Ethics Reminder and asked if there were any known conflicts of  
58 interest with respect to matters coming before the MPO Board, and requested that if there were any  
59 identified during the meeting for them to be announced. There were no known conflicts identified by  
60 MPO Board members.

61 **3. Adjustments to the Agenda**

62 Chair Steve Schewel asked if there were any adjustments to the agenda. There were no  
63 adjustments to the agenda.

64 **4. Public Comments**

65 Chair Steve Schewel asked if there were any members of the public signed up to speak. There  
66 were no members of the public signed up to speak during the meeting.

67 **5. Directives to Staff**

68 The Directives to Staff were included in the agenda packet for review.

69 **CONSENT AGENDA:**

70 **6. Approval of April 28, 2017, MPO Board Meeting Minutes**

71 **7. Approval of May 10, 2017, MPO Board Meeting Minutes**

Michael Parker made a motion to approve the April 28, 2017, and the May 10, 2017, MPO Board meeting minutes. Vice Chair Damon Seils seconded the motion. The motion passed unanimously.

#### **ACTION ITEMS:**

#### **8. Managed Motorways Presentation**

Will Letchworth, WSP

Will Letchworth, a traffic engineer and transportation planner at WSP, defined managed motorways. He also discussed advances in technology for ramp metering, add-ons available for ramp metering systems, and how managed motorways function as an automated system with relatively little human intervention. Chair Steve Schewel asked for and received a definition of ramp meters. Will Letchworth provided examples of areas in North Carolina where ramp meters are currently being implemented. Ed Harrison and Will Letchworth discussed whether there were sufficient opportunities for ramp metering in the area. Will Letchworth described the role that freeway and surface street sensors play in facilitating a managed motorway system and how algorithms can be used to adjust for interchanges with reduced storage capacity.

Michael Parker and Will Letchworth discussed whether a minimum or maximum distance between interchanges is required for managed motorways to be effective. Lydia Lavelle and Will Letchworth discussed whether there is a protocol as to whether a left or right lane ends when merging onto a freeway.

In response to a question from Barry Jacobs, Will Letchworth discussed steps that can be taken to prevent the accumulation of traffic at intersections that are adjacent to ramp junctions. Will Letchworth defined terms and concepts associated with traffic flow theory, such as the relationship between flow and density. Will Letchworth shared data collected from the M-1 in Australia to show how managed motorways optimize the flow of traffic on freeways.

Michael Parker and Will Letchworth discussed whether managed motorways keep cars off of highways in favor of keeping them on surface streets, and the effect that driverless cars will have on



managed motorway systems. Will Letchworth explained that while managed motorways momentarily shift traffic away from freeways, they end up moving more traffic when cars enter the freeway.

Don Moffitt asked whether managed motorways encourage more people to drive on freeways due to improved traffic flow and reduced travel times. Will Letchworth promised to look into this issue and get back to Don Moffitt. Vice Chair Damon Seils commented that while this system may be great for freeway facilities, they may not encourage people to change their transportation mode choices. Ellen Reckhow remarked on the possibility of using Transportation Demand Management (TDM) strategies in combination with managed motorway systems. Karen Howard and Will Letchworth discussed how developers can consider managed motorway systems as part of their design process. Vice Chair Damon Seils and Will Letchworth discussed how managed lanes and toll roads can work together.

Will Letchworth discussed the role that data plays in managed motorway systems and the technology needed to provide data in real time. Will Letchworth stated that truck bypass lanes are often necessary in managed motorway systems.

Will Letchworth offered to put together a meeting so that MPO Board members could observe how the M-1 in Australia functions in real time. Will Letchworth provided examples of areas in the United States where managed motorways are either being considered or implemented. Will Letchworth discussed three North Carolina roads that may be suitable candidates for managed motorway systems: I-40 from Wade Avenue to NC 54, I-77 south of Charlotte, and I-85 northeast of Charlotte. He also provided an estimate of what it would cost to implement a managed motorways system on the relevant portion of I-40. Will Letchworth concluded his presentation by reiterating the benefits of managed motorway systems. Will Letchworth promised to share a copy of his presentation with MPO Board members and provide a link to a video about managed motorways in Australia.

Barry Jacobs and Will Letchworth discussed the necessary timeframe for fully implementing a managed lane system and whether the system is effective on four-lane roads. Ellen Beckmann and Will

Letchworth discussed whether managed motorway systems are feasible on older freeways with shorter ramps, such as I-85.

Ellen Reckhow reflected on past efforts to implement TDM planning in the Triangle.

Nina Szlosberg-Landis and Barry Jacobs commented on the anticipated impact of autonomous vehicles and the importance of preemptively thinking about using technology to address transportation problems.

Ellen Beckmann asked MPO Board members to consider whether a managed motorway approach might be better suited for I-40 than the managed lane project that is currently being submitted through the Strategic Planning Office of Transportation (SPOT) prioritization process.

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

#### **9. 2045 Metropolitan Transportation Plan (MTP) -- Deficiency Analysis**

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. Felix Nwoko discussed the relationship between the MTP and the Comprehensive Transportation Plan (CTP), and the Deficiency Analysis methodology. Felix Nwoko also discussed performance measures, such as travel time, mode choice, vehicle miles traveled (VMT), and vehicle hours traveled (VHT), which will be used to determine how the transportation system is performing in 2045. He also defined the term Existing plus Committed (E+C). Chair Steve Schewel inquired whether managed motorways can influence VHT, and Felix Nwoko confirmed that they could.

Michael Parker commented on the value of integrating transportation and land use planning to make the area more efficient by reducing the need for travel. Ellen Reckhow described the results of a study done by students at Duke's Sanford School of Public Policy that showed that Durham is a net importer of labor. Ellen Reckhow stated that cross-commuting places a lot of pressure on roads. Karen Howard commented that while there is an influx of residents to Chatham County, they continue to work

elsewhere. Barry Jacobs reflected on how the automobile and changes in elected officials have affected the development of metropolitan areas.

Chair Steve Schewel confirmed that the model does not assume the Durham-Orange Light Rail Transit (D-O LRT).

Felix Nwoko provided examples of other performance indicators, such as travel time isochrones. There was discussion of how morning and afternoon peaks affect local travel times. Felix Nwoko stated that while the presentation focuses on Chapel Hill travel times, other centers are available on the MPO's website. Felix Nwoko discussed congestions maps, how the Volume over Capacity (V/C) ratio is reflected on maps, and conditions associated with various Level of Service (LOS) categories.

In response to a question from Ed Harrison, Felix Nwoko confirmed that the Triangle Regional Model (TRM) was the source of the information in the presentation. Felix Nwoko described the work being carried out on travel choices. Felix Nwoko defined the term Traffic Analysis Zone (TAZ) in response to an inquiry from Chair Steve Schewel.

Felix Nwoko reviewed the schedule for the development of the MTP. Felix Nwoko discussed the plan lapse, a consequence of missing the December 2017 deadline for approving the MTP, in response to a question from Chair Steve Schewel. There was discussion of past plan lapses.

There was discussion of the light rail and how an integrated multi-modal transportation system will alleviate future congestion.

Vice Chair Damon Seils made a motion to release the Deficiency Analysis for public comment. Ellen Reckhow seconded the motion. The motion passed unanimously.

#### **10. Performance Measures and Targets for Transit Assets**

Felix Nwoko, LPA Manager

Felix Nwoko discussed legislative reasons for developing transit performance measures and targets, and the schedule for complying with and updating these measures. Felix Nwoko stated that the MPO has developed targets for transit assets for the categories of equipment, rolling stock, and

facilities. He added that there is no rail transit in the MPO region, and therefore, the MPO is not required to develop performance measures for infrastructure. Felix Nwoko shared some of the measures that the MPO has developed for equipment, rolling stock, and facilities based on Federal Transit Administration (FTA) benchmarks. Felix Nwoko stated that initial targets will be updated as part of the 2045 MTP coordination with the Capital Area Metropolitan Planning Organization (CAMPO). He added that the MPO is working with transit operators to gather data on their assets and the condition of these assets in order to update baseline data for the performance measures. He also described the methodology that was used to develop the targets for the current year.

There was discussion of how these federal regulations will affect Chapel Hill Transit's plan for the acquisition of new buses. Felix Nwoko stated that the MPO has met with transit operators and taken the different conditions of transit operators' assets into consideration as part of developing performance measures and targets to ensure that no one agency is severely affected by these measures and targets. There was discussion of the age of Chapel Hill Transit's buses and the estimated useful life of new purchases.

Michael Parker, Felix Nwoko, and Chair Steve Schewel discussed the next steps in this process and the anticipated impact of these new federal regulations on future planning.

Michael Parker made a motion to approve the state of good repair (SGR) performance targets. Ellen Reckhow seconded the motion. The motion passed unanimously.

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

Aaron Cain, LPA Staff

Amendment #10 for the FY2016-25 Transportation Improvement Plan (TIP) includes one request from the City of Durham to program \$383,670 of FY17 Surface Transportation Block Grant Direct Attribution (STBGDA) funds (\$380,081 from the City of Durham, \$3,589 from Durham County) to the West Ellerbe Creek Trail project (C-5572). Aaron Cain stated that the request is being made so that funds can be accessed more readily for a project that is ready for construction.

Chair Steve Schewel commented on the high cost of constructing trails.

Don Moffitt made a motion approve Amendment #10 to the FY2016-25 TIP. Ellen Reckhow

seconded the motion. The motion passed unanimously.

**12. FY2018-27 TIP Update**

Aaron Cain, LPA Staff

Aaron Cain discussed the projects that are included in the TIP and sources of funding for TIP projects. Aaron Cain stated that the MPO would learn whether its list of Congestion Mitigation/Air Quality (CMAQ) projects was approved by the end of June 2017. Aaron Cain described how the MPO distributes its annual allocation of STBGDA funds to local jurisdictions, and provided examples of how jurisdictions have used STBGDA funds for projects and staff positions.

Chair Steve Schewel and Aaron Cain discussed how Amendment #10 to the FY2016-25 TIP would affect the ongoing West Ellerbe Creek Trail project.

Ed Harrison and Aaron Cain discussed the U-4726 omnibus project and funding for the Duke Belt Line project. Nina Szlosberg-Landis commended the MPO for dedicating STBGDA funds for non-highway modes.

Aaron Cain asked members of the MPO Board to let him know if they had concerns about any of the TIP projects. Aaron Cain reviewed the schedule for developing the TIP.

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

**13. SPOT 5.0 Update**

Aaron Cain, LPA Staff

DCHC MPO staff, working with local government agencies, will submit projects for the SPOT 5.0 process this summer. Aaron Cain defined the two types of projects that will be submitted for the SPOT process, Carryover and New. Aaron Cain also described sibling projects or the unfunded part of a funded project that is rescored until it receives funding or is withdrawn from the SPOT process. Aaron Cain asked the MPO Board to consider whether any of carryover projects, which are automatically rescored,

221 and any of the holding tank projects, which need to actively be resubmitted, should be modified or  
222 removed. Aaron Cain stated that the DCHC MPO is allowed to submit 23 projects per mode of both  
223 holding tank and more recent projects, and that a subcommittee would be meeting later in June 2017 to  
224 help narrow down the list of projects. Aaron Can reviewed the schedule for narrowing down the list of  
225 SPOT projects and bringing them back before the MPO board. He also reviewed the number of projects  
226 by mode and jurisdiction.

227 Brian Kluchar clarified that the portion of Chatham County that falls within the DCHC MPO  
228 would be submitting highway projects, possibly on US 15-501, for consideration in the SPOT 5.0 process.

229 Aaron Cain stated that jurisdictions submitting non-highway projects would be responsible for  
230 the local match and project management, and that this should be taken into consideration when  
231 submitting projects for SPOT prioritization. There was discussion of whether the ability to provide a local  
232 match and project management has been a problem for Durham. Vice Chair Damon Seils commented  
233 that project management was more often an issue than providing a local match. Chair Steve Schewel  
234 and Ellen Beckmann discussed whether any current Durham projects were being delayed due to a lack  
235 of a local match or local management. Ellen Beckmann clarified that this was most often an issue for the  
236 county as the county does not traditionally fund or manage transportation projects. Aaron Cain  
237 confirmed that Orange County may have to provide a local match for the installation of the pedestrian  
238 bridge over I-40 on Orange Grove Road in response to an inquiry from Barry Jacobs.

239 There was discussion of the number of submitted rail projects, and whether Durham would  
240 support a project to increase parking at the downtown Amtrak Station in the SPOT process.

241 Aaron Cain reiterated his request that MPO Board members review the list of projects, and  
242 asked that they consider the managed lanes project on I-40 between the Durham Freeway and Wade  
243 Avenue in particular. Aaron Cain stated that North Carolina Department of Transportation (NCDOT)

Divisions and other MPOs, such as CAMPO, may have to agree with the DCHC MPO's decision to modify or remove projects.

In response to an inquiry from Ed Harrison, Aaron Cain addressed how the corridor cap would prevent the DCHC MPO from receiving funding for improvements on NC 54 leading to Chapel Hill because a managed lane project from NC 54 to the Durham Freeway received funding and is in the developmental stage. Aaron Cain recommended continuing the discussion of the managed lane project in light of the fact that staff considers the NC 54 project to be a priority. There was discussion of Division 5's posture on the managed lanes project and whether CAMPO has received a presentation on managed motorways. There was continued discussion of whether the managed lane project on I-40 from NC 147 to Wade Avenue should be removed from SPOT consideration. Aaron Cain stated that this issue could be discussed further at the August 2017 MPO Board meeting. There was discussion of deleting the managed lane project in light of an ongoing toll study. Aaron Cain pointed out that the DCHC MPO would receive an additional submission of a new project if a carryover project is deleted. Chair Steve Schewel asked that the managed lanes project be brought before the MPO Board at its August 2017 meeting. Aaron Cain asked the MPO Board to review the list of new project and let him know if there were questions or concerns.

Vice Chair Damon Seils asked that the Division-needs project submitted by Orange County, which calls for a roundabout on Columbia Street, receive more discussion before it is approved. Aaron Cain, Ed Harrison, and Bergen Watterson discussed the US 15-501 update.

There was discussion of whether the DCHC MPO is part of the working group to improve the SPOT process. Aaron Cain clarified that the DCHC MPO was not part of the working group, but that a representative from CAMPO is a part of the group. There was discussion of how the DCHC MPO could provide suggestions for improving the SPOT process.

Chair Steve Schewel commended Aaron Cain for his work on submitting projects through the SPOT 5.0 process.

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

#### **REPORTS:**

##### **14. Report from the DCHC MPO Board Chair**

Steve Schewel, DCHC MPO Board Chair

Chair Steve Schewel stated that the Triangle J Council of Governments (TJCOG) recently facilitated a meeting between the managers, chairs, and vice chairs of the DCHC MPO and CAMPO to discuss future cooperation and ensuring that the MPOs were cooperating and not competing for regional funding. Chair Steve Schewel stated that the chairs and vice chairs would be meeting a couple of times a year and there would be a joint meeting between CAMPO and the DCHC MPO on the fifth Wednesday of November 2017.

##### **15. Report from the DCHC MPO Technical Committee Chair**

Ellen Beckmann, DCHC MPO TC Chair

Ellen Beckmann stated that there would be a design meeting for the US 15-501 project and that staff was planning to attend an external scoping meeting for project U-5774, the NC 54 widening from US 15-501 to NC 55.

Ellen Beckmann discussed the segmentation of the US 15-501 project and stated that there would be a presentation to the MPO Board about this project at some point. Ellen Beckmann stated that staff has received a start of study letter on the Garrett Road/US 15-501 interchange in Durham and that the US 70 upgrade was also an ongoing project.

##### **16. Reports from LPA Staff**

Felix Nwoko, LPA Staff

There was no report from the LPA Staff.

##### **17. NCDOT Reports:**



Richard Hancock, NCDOT Division 5, provided updates on the East End Connector and the Barbee/Herndon Road roundabout project.

Ed Lewis, NCDOT Division 7, stated that the Division has received funding to put up fencing along the pedestrian bridge over I-40 on Orange Grove Road.

Ed Lewis and Ed Harrison discussed signage for road surfacing occurring in Orange County.

Vice Chair Damon Seils commented on two projects, the closure of South Greensboro Street in Carrboro for the installation of a drainage system, and the multi-use path on Homestead Road near Chapel Hill High School.

A report from NCDOT Division 8 was included in the agenda packet. There were no questions about the report.

There was no report from NCDOT Transportation Planning Branch.

There was no report from NCDOT Traffic Operations.

**INFORMATIONAL ITEMS:**

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

Felix Nwoko reminded MPO Board members that the MPO Board does not meet in July.

**ADJOURNMENT:**

There being no further business before the DCHC MPO Board, the meeting was adjourned at 11:20 a.m.

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:**

\*\*\*\*\*

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 aisle 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<br>Title: FINANCIAL MANAGER<br>Agency: NCDOT/PTD<br>MSC: 1550 MSC<br><br>City/Zip: RALEIGH NC 27699-1550<br><br>Phone: 919-707-4672<br>Fax: 919-733-2304<br>Email: MSFREEMAN1@NCDOT.GOV | Name: MS. MYRA S. FREEMAN<br>Title: FINANCIAL MANAGER<br>Agency: NCDOT/PTD<br>Street: TRANSPORTATION BLDG<br>Address: 1 S. WILMINGTON ST RM 524<br>City: RALEIGH NC |

## For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE   | IF DELIVERED BY ANY OTHER MEANS                           |
|---|---|
| Name:<br>Title:<br>Agency:<br>Postal<br>Address:<br>City/Zip:<br><br>Phone:<br>Fax:<br>Email: | Name:<br>Title:<br>Agency:<br>Street<br>Address:<br>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](http://www.nctreasurer.com/Iran)

"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 |               | TOTAL     | FEDERAL   | STATE    | LOCAL    |
|---------------------------|---------------|-----------|-----------|----------|----------|
| 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  
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| <u>OBJECT</u> | <u>TITLE</u>                                   | <u>APPROVED<br/>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

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DEPARTMENT 4526 - PLANNING I  
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| <u>OBJECT</u> | <u>TITLE</u>                                   | <u>APPROVED<br/>BUDGET</u> | <u>+ / -<br/>CHANGE</u> | <u>PROPOSED<br/>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.

## 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<br/>Apportionment</b> | <b>Safety and<br/>Security<br/>(Minimum 1%)</b> | <b>Net Available for<br/>other Transit<br/>Expenditures</b> |
|--|---------------------------------------|---|---|
| <b>Chapel Hill Transit</b>                                   | \$ 1,911,829                          | \$ 0  | \$ 1,911,829  |
| <b>GoDurham (formerly Durham Area<br/>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





U.S. Department  
of Transportation  
**Federal Transit  
Administration**

[REGION IV  
Alabama, Florida,  
Georgia,  
Kentucky, Mississippi,  
North Carolina, Puerto

230 Peachtree St., N.W., Suite  
1400  
Atlanta, GA 30303  
404-865-5600  
404-865-5605 (fax)

Mr. Jeffrey G. Mann  
General Manager  
Research Triangle Regional Public Transportation Authority  
d/b/a GoTriangle  
4600 Emperor Blvd., Suite 100  
Durham, NC 27703

JUL 28 2017

Re: Approval to Enter Engineering for the Durham–Orange Light Rail Transit Project

Dear Mr. Mann:

The Federal Transit Administration (FTA) approves GoTriangle's request for the Durham - Orange Light Rail Transit Project (Project) to enter the New Starts (NS) Engineering phase of the FTA Capital Investment Grants (CIG) Program. This approval to initiate Engineering is a requirement of Federal transit laws governing the Program (49 U.S.C. 5309(g)).

FTA is required by law to evaluate proposed projects against a number of criteria and ensure that prospective grant recipients demonstrate the technical, legal, and financial capability to implement the project. As a result of FTA's evaluation of the Project, an overall project rating of *Medium* was assigned.

**Please note that the President's Budget for FY 2018 proposes no funding for new projects, and thus GoTriangle acknowledges that it is undertaking additional work at its own risk which may not receive Capital Investment Grants funding.**

With this Engineering approval, GoTriangle has automatic pre-award authority to incur costs for Engineering activities, demolition and other non-construction activities such as the procurement of rails, ties, commodities, and other specialized equipment. GoTriangle should consult with the FTA Region IV office for a determination of whether any other non-construction activity falls within the automatic pre-award authority granted with Engineering approval.

In addition, GoTriangle has automatic pre-award authority to procure vehicles, acquire real property and perform utility relocation since the National Environmental Policy Act review process has been completed. FTA reminds GoTriangle that the procurement of vehicles must comply with all Federal requirements including, but not limited to, competitive procurement practices, the Americans with Disabilities Act, and Buy America Act Requirements. FTA encourages GoTriangle to discuss the procurement of vehicles with FTA prior to exercising the pre-award authority.

This pre-award authority does not constitute any FTA commitment that future Federal funds will be approved for the Project or for any element of the Project. As with all pre-award authority, all Federal requirements must be met prior to incurring costs to retain eligibility for future FTA grant assistance. This approval also does not constitute approval to start any physical construction activity, other than those highlighted above, without the issuance of a Letter of No Prejudice. Additional guidance regarding pre-award authority for the Capital Investment Grants Program is provided in the FTA Fiscal Year 2017 Apportionments, Allocations, and Program Information Notice, that was published in the Federal Register Notice on July 10, 2017.

#### **Local Financial Commitment**

The capital cost of the Project is estimated to be \$2,476,300,680 in year-of-expenditure (YOE) dollars. GoTriangle is seeking \$1,238,150,340 (50 percent) in Capital Investment Grants program funds. FTA determined that currently approximately 39 percent of the non-CIG funds are committed or budgeted. Prior to the Project's consideration for a Full Funding Grant Agreement, GoTriangle must: 1) secure and document the additional commitments of the non-CIG funding for the Project; 2) provide a specific plan for demonstrating financial capacity to cover unanticipated cost overruns or funding shortfalls; and include all financing costs through the end of the presumed FFGA payout schedule in the project cost estimate.

Please be advised that the amount of CIG funding for the Project is fixed at the time of entry into Engineering. Therefore, consistent with GoTriangle's request, \$1,238,150,340 represents the maximum amount of NS funds that will be provided by FTA for the Project should an FFGA be approved.

#### **Scope, Schedule, Cost, and Technical Capacity**

FTA has determined that GoTriangle has the technical capacity and capability to effectively manage the Engineering phase of the Project. However, during Engineering, GoTriangle must address all recommendations noted in FTA's *Readiness to Enter Engineering Review Report*, which represent risks to the project cost and schedule, including the key items listed below:

- Revise the Safety and Security Management Plan (SSMP) by addressing the Project Management Oversight Contractor (PMOC) findings regarding integrating safety and security into the development of the project, and the development of detailed safety and security design criteria.
- Prior to the 65% design completion milestone, perform detailed analyses using the expertise of GoTriangle's Program Management Consultant (PMC) to determine staffing needs for: 1) rail operations and maintenance and agency administration; 2) completing design and construction with agency staff as well as consultant support; and 3) completing system integration testing, start-up and safety certification.
- Complete the initial identification of potential secondary risk mitigation options as early in Engineering as possible, so that their inclusion could be planned for within the design, and construction contracts could include them as options.



**Civil Rights**

Pursuant to the Civil Rights Act of 1964 and its implementing regulations, including FTA Circular 4702.1 (Title VI Program Guidelines for FTA Recipients, Part II, Section 114), GoTriangle submitted a revised Title VI program on September 22, 2014.

This submission was approved by FTA on October 9, 2014. FTA informed GoTriangle that an update to the agency's Title VI program must be submitted by October 10, 2017. The current program approval remains valid through November 30, 2017.

GoTriangle's Equal Employment Opportunity (EEO) Plan in review status and expires on March 31, 2020. GoTriangle submit the required EEO program update at least 30 calendar days before the current approval expires. GoTriangle's revised Disadvantaged Business Enterprise (DBE) program was submitted on June 10, 2014, and approved by FTA on June 18, 2014.

GoTriangle's required triennial DBE program goal was submitted July 20, 2015, and approved by FTA on September 1, 2015. The agency's goal remains valid through September 30, 2018.

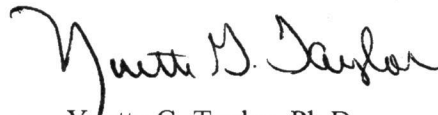
GoTriangle is required to ensure that the vehicles, stations, and facilities are designed and engineered to ensure compliance with current standards for accessibility under U.S. Department of Transportation regulations implementing the transportation provisions of the Americans with Disabilities Act of 1990 (ADA). GoTriangle is advised to independently verify manufacturers' claims of ADA compliance, and to consult with FTA's Office of Civil Rights concerning ADA requirements as project construction and implementation progresses.

**Before and After Study**

Within four months of entry into Engineering, GoTriangle should complete the milestone activities required for the Before-and-After Study of the Project, namely the documentation, analysis, and archiving of the predicted physical scope, capital cost, transit service levels, operating and maintenance costs, and ridership. GoTriangle should coordinate this work, as it is underway, with the FTA Office of Planning and Environment.

FTA looks forward to working with GoTriangle on the Durham-Orange Light Rail Transit Project. If you have any questions, please call me at 404-865-5600 or Guanying Lei of our Region IV office at (404) 865-5615.

Sincerely,



Yvette G. Taylor, Ph.D.  
Regional Administrator

**Date:** August 9, 2017

**To:** Durham-Chapel Hill-Carrboro MPO Board

**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;
- Coordinate with each SWG chair to set agendas for its meetings;
- 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,
- 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.

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

**August 9, 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 9th 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 9, 2017

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

# 2045 Metropolitan Transportation Plan (MTP) Alternatives Analysis

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

MPO Board  
August 9, 2017



# Presentation Outline

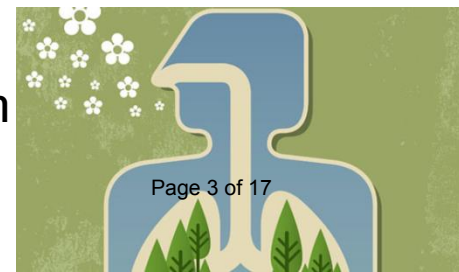
- ▶ Schedule
- ▶ Scenarios
- ▶ Metrics and Maps
- ▶ Today's action

# Schedule

## Board Actions

- ▶ June – Released Deficiency Analysis ✓
- ▶ August – Release Alternatives Analysis **TODAY**  
(full set of public input activities) (Aug 9 – Sept 20)
- ▶ October – Release Locally Preferred Alternative (LPA)
- ▶ December – Adopt 2045 MTP

Air Quality  
Determination  
Report is not  
required.



# Schedule

## Dates to Remember

- 2/27/18 = MPO must incorporate safety targets
- 4/10/18 = MPO's MTP is frozen (no amendments until it complies)
- 5/27/18 = MTP must be FAST Act compliant

# Today's Action

- ▶ Provide comments
- ▶ Release the Alternatives Analysis for a 42-day public comment period.  
(August 9 through September 20)

# Alternatives Analysis

- ▶ Purpose: staff, public and Board discuss different solutions to deficiencies
- ▶ Preferred Option likely to be combination of the Alternatives Analysis scenarios
- ▶ Alternatives not fiscally-constrained
- ▶ Today's presentation has overview -- Full complement of tables and maps on Web site

# Alternatives

Mobility Investment

Development Foundations

| Scenario         | Highway Network                        | Transit Network  | SE Data                    |
|------------------|--|--|----------------------------|
| Alternatives     |  |  |                            |
| Mod-MTP          | 2040 MTP                               | 2040 MTP (i.e., LRT, CRT, BRT)   | Community Plan             |
| Mod-Hwy          | 2040 MTP, plus several major highways+ | No Fixed Guideway (i.e., no LRT, CRT, BRT)   | Community Plan             |
| Asp-MTP          | 2040 MTP                               | 2040 MTP (i.e., LRT, CRT, BRT)   | AIM High                   |
| Asp-Transit      | 2040 MTP                               | Fixed Guideway, plus <ul style="list-style-type: none"> <li>LRT to Carrboro</li> <li>CRT to Alamance County</li> <li>15/30min bus headway</li> </ul> | AIM High                   |
| Baseline and E+C |  |  |                            |
| 2013 – Baseline  | 2013                                   | 2013   | 2013                       |
| 2015 -- Baseline | 2015                                   | 2015   | 2015 – interpolate SE Data |
| 2045 E+C         | E+C                                    | E+C  | Community Plan             |

# Land Use

## SE 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.

\* Guide totals are same for Community Plan (CP) and AIM-High

# Land Use

- ▶ **Community Plan (CP)**
  - Based on adopted local land use plans, or “most likely”
  - Used in Deficiency Analysis
  
- ▶ **AIM–High** (Anchor Institutions & Mainstays)
  - Development proposals push the envelope, but still market possible
  - Based on draft information from DOLRT station area planning project



# Performance Measures\*

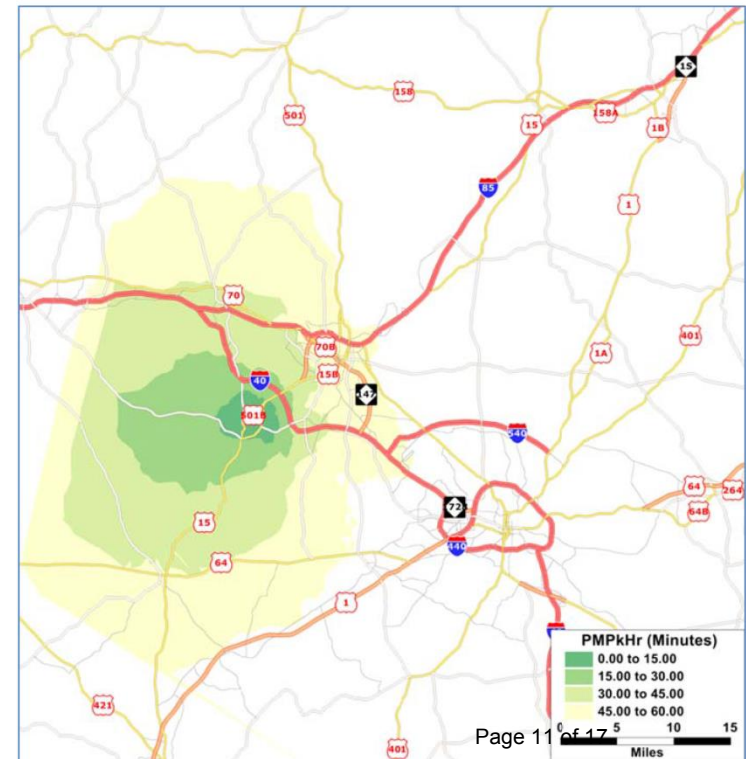
- ▶ General indicators of overall system:
  - Mobility Performance (e.g., travel time)
  - Mode Choice
  - Travel volume (e.g., VMT, VHT)
- ▶ Not specific to corridor or project.
- ▶ Useful for overall comparison of MTP Alternatives

|          | Name =  | Baseline   | E+C        | Mod        | ModHwy                   | AspireTrans           | AspireMTP     |
|----------|---|------------|------------|------------|--------------------------|-----------------------|---------------|
|          | SE Data ==>                                   | 2013       | 2045       | 2045 CP    | 2045 CP                  | 2045 AIM High         | 2045 AIM High |
|          | Transportation Network ==>                    | 2013       | E+C        | 2040 MTP   | 2040 MTP/<br>Hwy+, No FG | 2040 MTP/<br>Transit+ | 2040 MTP      |
| <b>1</b> | <b>Performance Measures</b>                   |            |            |            |                          |                       |               |
| 1.1.1    | Total Vehicle Miles Traveled (VMT-daily)      | 12,698,821 | 21,108,837 | 22,179,755 | 22,533,494               | 20,751,593            | 20,822,867    |
| 1.1.1a   | Total Vehicle Miles Traveled (VMT-per capita) | 30         | 31         | 33         | 34                       | 31                    | 31            |
| 1.2.1    | Total Vehicle Hours Traveled (VHT-daily)      | 314,735    | 665,310    | 626,849    | 638,079                  | 563,611               | 567,436       |
| 1.2.1a   | Total Vehicle Hours Traveled (VHT-per capita) | 0.75       | 0.99       | 0.93       | 0.95                     | 0.84                  | 0.85          |

# Travel Isochrones

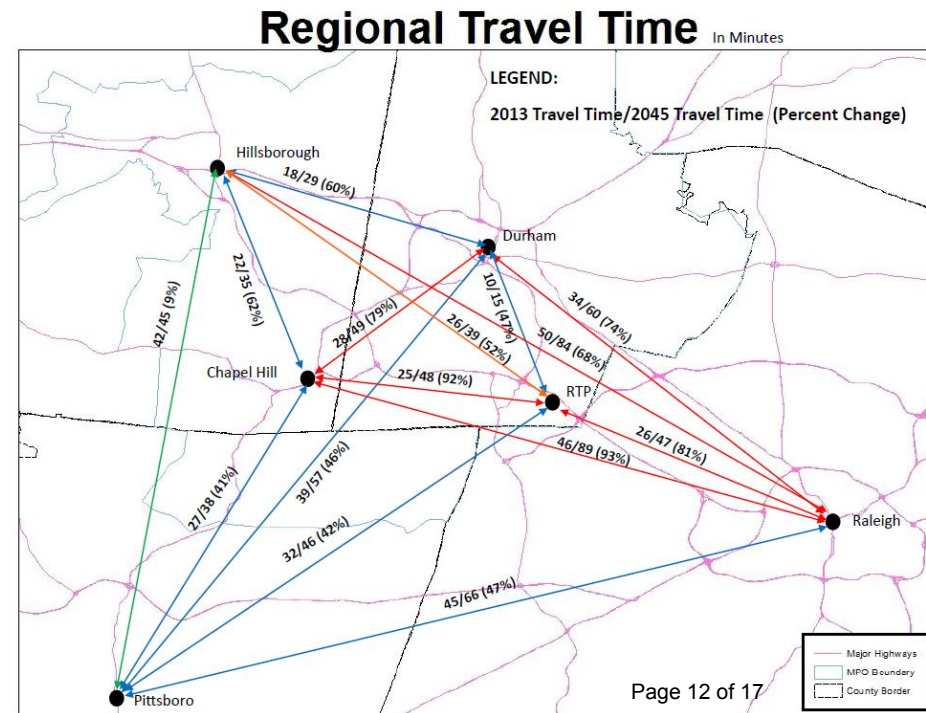
- ▶ More specific than Performance Measures – can start to see corridor mobility.
- ▶ Based on afternoon commute from four selected centers:
  - Downtown Durham
  - Chapel Hill/Carrboro
  - RTP
  - Downtown Raleigh
- ▶ Map illustrates “contours” for 15–, 30–, 45–minute, etc. commutes from the centers.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

2045 E+C



# Travel Time

- ▶ 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 for each scenario:
  - Tables with morning and afternoon peak hour
  - Map of afternoon peak hour



# Congestion Maps (V/C)

- ▶ Maps show the daily forecasted congestion on specific road segments
- ▶ "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.

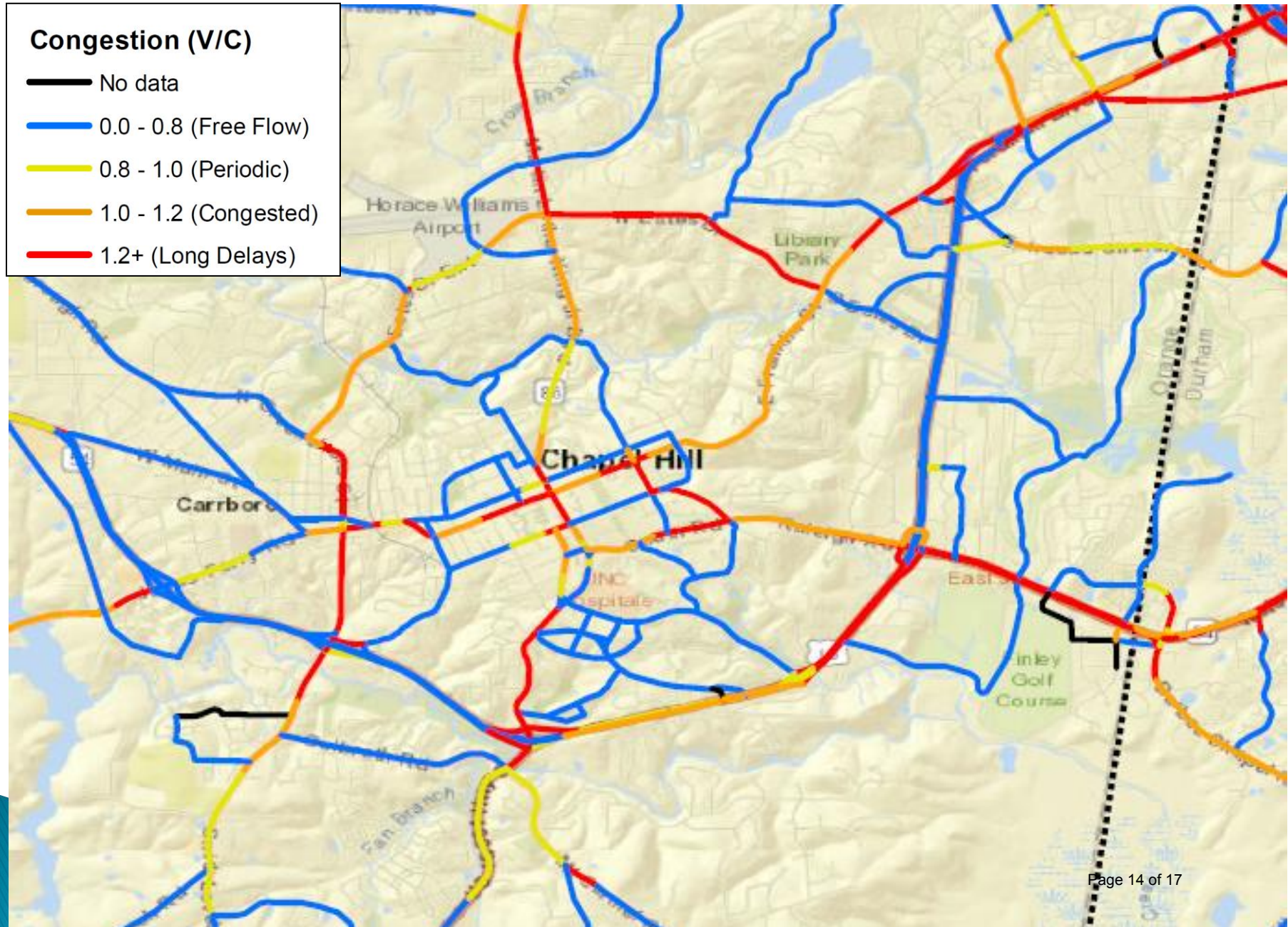
- ▶ Web site has interactive map, and county-level and close-up poster maps



# Moderate1 Scenario

Orange and Red are bad!

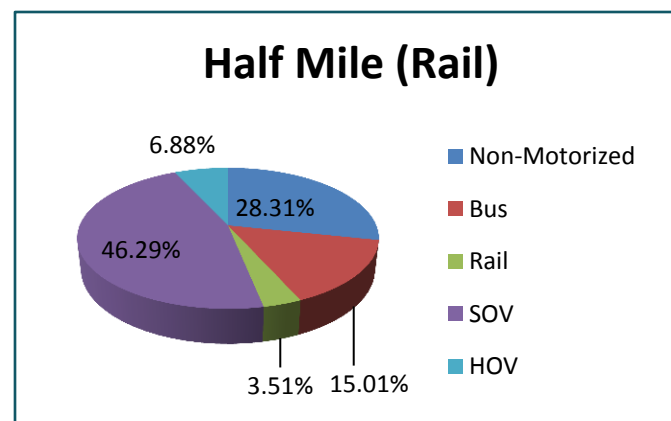
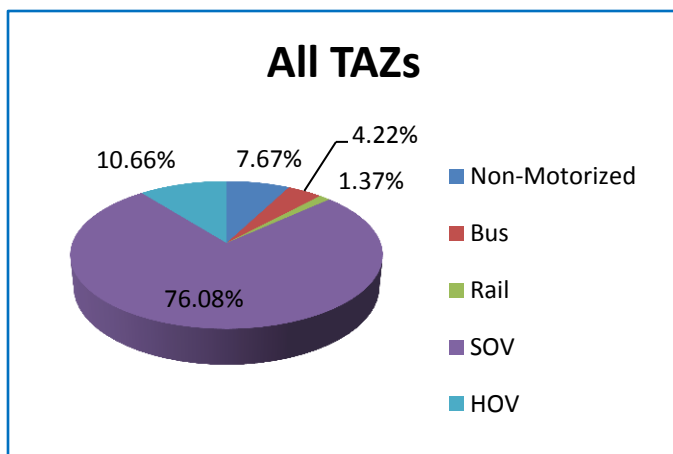
MPO Board 8/9/2017 Item 13



Improved!

# Travel Choice Neighborhoods

- ▶ Formerly called “transit TAZs” in 2040 MTP
- ▶ Compares mode choice for region with areas that have access to high end transit





# Corridors

- ▶ New metric for DCHC MPO
- ▶ Shows congestion level and travel delay costs for selected corridors

|                              |           |           | TTI       |          |          |          | VOT/ hour/mile |          |          |          |
|------------------------------|-----------|-----------|-----------|----------|----------|----------|----------------|----------|----------|----------|
| Route                        | From      | To        | 2013 Base | 2045 E+C | Moderate | Moderate | 2013 Base      | 2045 E+C | Moderate | Moderate |
| I-40                         |           |           |           |          |          |          |                |          |          |          |
| I-40 EB (NC147 to NC 540)    | NC 147    | NC 540    | 1.2       | 2        | 1.8      | 1.7      | \$446          | \$2,968  | \$2,158  | \$2,040  |
| I-40WB (NC 540 to NC147)     | NC 540    | NC 147    | 1.1       | 1.5      | 1.3      | 1.3      | \$298          | \$1,406  | \$831    | \$854    |
| I-40EB (US 15/501 to NC 147) | US 15/501 | NC 147    | 1.2       | 2.4      | 2        | 2.2      | \$331          | \$3,188  | \$2,124  | \$2,720  |
| I-40WB (NC 147 to US 15/501) | NC 147    | US 15/501 | 1.2       | 1.8      | 1.7      | 1.8      | \$388          | \$1,742  | \$1,500  | \$1,642  |

# Today's Action

- ▶ Provide comments
- ▶ Release the Alternatives Analysis for a 42-day public comment period.



## 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  |
|------------------------------|---|---------------------|-----------------------------------|-------------------------------|-----------------------------------|------|
| <del>C-5605D</del><br>C-5650 | South Greensboro Street Sidewalk: 3,100 feet of sidewalk along one side of S. Greensboro St                           | CON<br><b>TOTAL</b> | \$440,000<br><b>\$440,000</b>     | \$110,000<br><b>\$110,000</b> | \$550,000<br><b>\$550,000</b>     | 2019 |
| TA-6681                      | CHT Bus Replacement Project: 3 regular diesel buses to replace four 1998 NOVA Buses                                   | IMP<br><b>TOTAL</b> | \$1,093,015<br><b>\$1,093,015</b> | \$273,254<br><b>\$273,254</b> | \$1,366,269<br><b>\$1,366,269</b> | 2018 |
| C-5605E                      | City of Durham Bicycle Lane Striping: 8 miles of bike lanes   | CON<br><b>TOTAL</b> | \$403,200<br><b>\$403,200</b>     | 100,800<br><b>100,800</b>     | 504,000<br><b>504,000</b>         | 2018 |
| C-5605F                      | Durham Bike Share: Design, procure, and install 20 stations and ~175 bicycles   | PE                  | \$80,000                          | \$20,000                      | \$100,000                         | 2019 |
|                              |   | ROW                 | \$40,000                          | \$10,000                      | \$50,000                          | 2019 |
|                              |   | CON                 | \$480,000                         | \$120,000                     | \$600,000                         | 2019 |
|                              |   | <b>TOTAL</b>        | <b>\$600,000</b>                  | <b>\$150,000</b>              | <b>\$750,000</b>                  |      |
| 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                  | \$42,000                          | \$10,500                      | \$52,500                          | 2018 |
|                              |   | CON                 | \$220,500                         | \$55,125                      | \$275,625                         | 2019 |
|                              |   | <b>TOTAL</b>        | <b>\$262,500</b>                  | <b>\$65,625</b>               | <b>\$328,125</b>                  |      |

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

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<br><b>TOTAL</b> | \$400,000<br><b>\$400,000</b> | \$100,000<br><b>\$100,000</b> | \$500,000<br><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<br><b>TOTAL</b> | \$538,690<br><b>\$538,690</b> | \$135,000<br><b>\$135,000</b> | \$673,690<br><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, include extension of New Hope Commons Drive and Danziger Drive across I-40  | Division 5 concurs   |
| 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   |  |
| I-5702A | Highway | Statewide Mobility | Developmental | I-40                  | NC 147  | US 15/501                                    | Construct one Managed Lane per Direction.   | Durham            | Delete or Delay Programming of Project  | Consider seeing how project scores in P5.0 and results of Regional Toll Study.                         |
| I-5702B | Highway | Statewide Mobility | Developmental | I-40                  | NC 147  | Wade Avenue                                  | Construct one Managed Lane per Direction.   | Durham/<br>Wake   | Delete or Delay Programming of Project  | CAMPO does not concur at this time. See how project scores in P5.0 and results of Regional Toll Study. |
| U-5304B | Highway | Statewide Mobility | Developmental | US 15, US 501         | US 15-501 / NC 86 interchange (South Columbia Street) | US 15-501 / NC 54 interchange (Raleigh Road) | Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.  | Orange            | Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements" | No modification - Division 7 does not concur.  |
| U-5304D | Highway | Statewide Mobility | Developmental | US 15, US 501         | US 15-501 / NC 54 interchange (Raleigh Road)          | SR 1742 (Ephesus Church Road)                | Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.  | Orange            | Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements" | No modification - Division 7 does not concur.  |
| U-5304F | Highway | Statewide Mobility | Developmental | US 15, US 501         | SR 1742 (Ephesus Church Road)                         | I-40   | Construct capacity improvements and add sidewalks, wide outside lanes, and transit accommodations.  | Orange            | Add "operational" to description; change Improvement Type from "Upgrade Arterial to Superstreet" to "Construct Auxiliary Lanes or Other Operational Improvements" | No modification - Division 7 does not concur.  |
| U-5774B | Highway | Regional Impact    | Committed     | NC 54 (Raleigh Road)  | US 15-501   | SR 1110 (Barbee Chapel Road)                 | Construct capacity and operational improvements and add sidewalks, wide outside lanes, and transit accommodations.  | Orange/<br>Durham | Remove intersection with Barbee Chapel Road from project. Remove reference to superstreet to widen range of potential solutions.                                  | Committed project - cannot be modified through SPOT process.   |
| N/A     | Highway | Regional Impact    | New Break     | NC 54 (Raleigh Road)  | SR 1110 (Barbee Chapel Road)                          |  | Intersection Improvements   | Durham            | Create separate project for Barbee Chapel Road intersection. Remove reference to interchange to widen range of potential solutions.                               | Committed project - cannot be modified through SPOT process.   |
| U-5720C | Highway | Statewide Mobility | Developmental | US 70                 | Limits of U-5518B                                     | Miami Boulevard                              | Upgrade Roadway to Freeway  | Durham/<br>Wake   | Include adjacent multiuse path in the description; change scope of project to include U-5720D and incorporate U-5518B   | No modification  |
| U-5774F | Highway | Statewide Mobility | Developmental | NC 54                 | I-40  | Falconbridge Road                            | 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 | Durham            | Accelerate ahead of I-5702A; avoid I-40 corridor cap  | Work with NCDOT on programming in P5.0 to have I-5702A&B avoid the corridor cap.                       |
| U-5937  | Highway | Statewide Mobility | Committed     | NC 147                | Duke Street (Exit 12C)                                | Briggs Avenue (Exit 10)                      | Operational improvements from Duke Street to Briggs Avenue  | Durham            | Include bike/ped safety improvements; extend project to Chapel Hill St.   | Committed project - cannot be modified through SPOT process.   |



## 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<br>(Default) | Option 2<br>(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



**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: August 9, 2017**

**To: David Wasserman, NCDOT SPOT Office**  
**From: Stephen M. Schewel, DCHC MPO Board Chair**  
**Subject: Endorsement of Alternate Criteria for SPOT 5.0**

On behalf of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO), I endorse the alternate criteria for SPOT 5.0 as shown in the attached document. The DCHC MPO Board approved these alternate criteria at their August 9, 2017 meeting.

Should you have any questions or comments, please feel free to contact Aaron Cain of the DCHC MPO staff at (919) 560-4366, ext. 36443 or [aaron.cain@durhamnc.gov](mailto:aaron.cain@durhamnc.gov).

Sincerely,

Stephen M. Schewel  
DCHC MPO Board Chair

Cc: Joey Hopkins, PE, Division 5 Engineer  
Mike Mills, PE, Division 7 Engineer  
Brandon Jones, PE, Division 8 Engineer

## MEMORANDUM

**To:** DCHC MPO Board

**From:** DCHC MPO Lead Planning Agency

**Date:** August 9, 2017

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

---

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

**2016/2017 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 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
- ✓ 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

**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

**US 15-501 Corridor Study**

- Funding approved by NCDOT

**Regional Intelligent Transportation System**

**Project Development/NEPA**

- US 70 Freeway Conversion
- NC 54 Widening
- NC 147 Interchange Reconstruction

**DOLRT-Engineering**

|  |  |   |  |
|--|--|---|--|
| <b>Contract Number:</b> C203394  |  | <b>Route:</b> I-885, NC-147, NC-98<br>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> 1.18%        |  |
| <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> 07/15/2017  |  | <b>Scheduled Progress:</b> 24.6%           |  |
| <b>Latest Payment Date:</b> 07/24/2017  |  | <b>Actual Progress:</b> 15.46%             |  |

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| <b>Contract Number:</b> C203883  |  | <b>Route:</b> SR-1109, SR-1205, SR-1331<br>SR-1358, SR-1631, SR-1815<br>SR-2019, SR-2482, SR-2745<br>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%  |  |

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| <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> \$509,276.00   |  | <b>Cost Overrun/Underrun:</b> 0.01%     |  |

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| <b>Work Began:</b> 05/22/2017<br><b>Original Completion Date:</b> 06/09/2017<br><b>Latest Payment Thru:</b> 07/14/2017<br><b>Latest Payment Date:</b> 07/20/2017   | <b>Letting Date:</b> 10/26/2016<br><b>Revised Completion Date:</b> 07/14/2017<br><b>Scheduled Progress:</b> 100%<br><b>Actual Progress:</b> 39.22%  |
| <b>Contract Number:</b> DE00173<br><b>Division:</b> 5<br><b>TIP Number:</b> W-5205V<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><b>Location Description:</b> SR 1104/SR 1105 (HERNDON RD) AT SR 1106 (MASSEY CHAPEL/ BARBEE RD) IN DURHAM COUNTY<br><b>Contractor Name:</b> TRIANGLE GRADING & PAVING INC<br><b>Contract Amount:</b> \$1,046,988.75<br><b>Work Began:</b> 05/01/2017<br><b>Original Completion Date:</b> 08/18/2017<br><b>Latest Payment Thru:</b> 07/15/2017<br><b>Latest Payment Date:</b> 07/24/2017 | <b>Route:</b> SR-1104<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> HSIP-1104(19)<br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 11/09/2016<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 56%<br><b>Actual Progress:</b> 9.42% |
| <b>Contract Number:</b> DE00177<br><b>Division:</b> 5<br><b>TIP Number:</b><br><b>Length:</b> 28.57 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><b>Location Description:</b> VARIOUS SECONDARY ROUTES IN DURHAM AND PERSON COUNTIES<br><b>Contractor Name:</b> WHITEHURST PAVING CO INC<br><b>Contract Amount:</b> \$967,926.18<br><b>Work Began:</b> 04/17/2017<br><b>Original Completion Date:</b> 06/30/2017<br><b>Latest Payment Thru:</b> 06/30/2017<br><b>Latest Payment Date:</b> 07/17/2017   | <b>Route:</b> SR-1616<br><b>County:</b> Durham<br><b>Federal Aid Number:</b><br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 18.33%<br><b>Letting Date:</b> 09/28/2016<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 100%<br><b>Actual Progress:</b> 85.12%         |
| <b>Contract Number:</b> DE00193<br><b>Division:</b> 5<br><b>TIP Number:</b> R-4436EJ,<br>R-4436EK<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> David B. Moore<br><b>Location Description:</b> INTERCHANGE OF I-85 AND SR 1637 (DURHAM CO) AND I-85 AND NC 56 (GRANVILLE CO)<br><b>Contractor Name:</b> CAROLINA ENVIRONMENTAL CONTRACTING INC<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b> 07/06/2017<br><b>Original Completion Date:</b> 11/22/2017<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>                  | <b>Route:</b> I-85<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> STP-1637(004)<br><b>NCDOT Contact No:</b> (919)562-7000<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 05/24/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%        |
| <b>Contract Number:</b> DE00195<br><b>Division:</b> 5<br><b>TIP Number:</b> I-5729A<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><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<br><b>Contractor Name:</b> FSC II LLC DBA FRED SMITH COMPANY<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b> 07/22/2017<br><b>Original Completion Date:</b> 10/31/2017<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>                                 | <b>Route:</b> I-85<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> NHPP-0085(027)<br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 03/08/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%       |
| <b>Contract Number:</b> DE00211<br><b>Division:</b> 5<br><b>TIP Number:</b> R-5785B<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><b>Location Description:</b> MUNICIPALITIES OVER 5,000 POPULATION VARIOUS ROUTES DIVISIONWIDE<br><b>Contractor Name:</b> CAROLINA EARTH MOVERS INC<br><b>Contract Amount:</b> \$0.00  | <b>Route:</b> -<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> TAP-0505(079)<br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 0%  |



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| <b>Work Began:</b> 05/30/2017<br><b>Original Completion Date:</b> 08/31/2017<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>   | <b>Letting Date:</b> 03/20/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%  |
| <b>Contract Number:</b> DE00212<br><b>Division:</b> 5<br><b>TIP Number:</b> R-5785A<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> David B. Moore<br><b>Location Description:</b> MUNICIPALITIES LESS THAN 5,000 POPULATION VARIOUS ROUTES DIVISIONWIDE<br><b>Contractor Name:</b> CAROLINA EARTH MOVERS INC<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b><br><b>Original Completion Date:</b> 08/31/2017<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>  | <b>Route:</b> -<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> TAP-0505(078)<br><b>NCDOT Contact No:</b> (919)562-7000<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 10/12/2016<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%        |
| <b>Contract Number:</b> DE00213<br><b>Division:</b> 5<br><b>TIP Number:</b><br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Cameron D. Richards<br><b>Location Description:</b> VARIOUS PRIMARY AND SECONDARY ROUTES IN DURHAM COUNTY<br><b>Contractor Name:</b> CAROLINA SUNROCK LLC<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b><br><b>Original Completion Date:</b> 06/01/2018<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>  | <b>Route:</b> -<br><b>County:</b> Durham<br><b>Federal Aid Number:</b><br><b>NCDOT Contact No:</b> (919)840-0914<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 06/28/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%                      |
| <b>Contract Number:</b> DE00214<br><b>Division:</b> 5<br><b>TIP Number:</b><br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><b>Location Description:</b> VARIOUS SECONDARY ROUTES IN DURHAM AND PERSON COUNTIES<br><b>Contractor Name:</b> WHITEHURST PAVING CO INC<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b><br><b>Original Completion Date:</b> 07/01/2018<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b>  | <b>Route:</b> -<br><b>County:</b> Durham<br><b>Federal Aid Number:</b><br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 06/14/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0%                      |
| <b>Contract Number:</b> DE00216<br><b>Division:</b> 5<br><b>TIP Number:</b> W-5601GD, W-5601GG,<br>W-5601HX<br>W-5601HY<br><b>Length:</b> 0 miles<br><b>NCDOT Contact:</b> Troy B. Brooks, PE<br><b>Location Description:</b> SR 1361 (VICKERS AVE) AT LAKEWOOD AVENUE IN DURHAM COUNTY<br><b>Contractor Name:</b> BRENTWOOD DISPLAY SERVICES INC.<br><b>Contract Amount:</b> \$0.00<br><b>Work Began:</b> 07/05/2017<br><b>Original Completion Date:</b> 12/05/2017<br><b>Latest Payment Thru:</b><br><b>Latest Payment Date:</b> | <b>Route:</b> SR-1361<br><b>County:</b> Durham<br><b>Federal Aid Number:</b> HSIP-1361(010)<br><b>NCDOT Contact No:</b> (919)220-4680<br><b>Cost Overrun/Underrun:</b> 0%<br><b>Letting Date:</b> 05/24/2017<br><b>Revised Completion Date:</b><br><b>Scheduled Progress:</b> 0%<br><b>Actual Progress:</b> 0% |

## NCDOT Division 5 Contract Status

| <u>LET Est.</u> | <u>TIP Sub No.</u> | <u>Div</u> | <u>Let Type</u>                    | <u>Description</u>  | <u>R/W (B)</u> | <u>Con Est</u> | <u>ROW Est</u> | <u>Comments</u>   |
|-----------------|--------------------|------------|------------------------------------|---|----------------|----------------|----------------|---|
| 08/17           | C-5178             | 5          | NON - DOT LET (LAP)                | DURHAM - CAMPUS WALK AVENUE, MORRENE ROAD TO LASALLE STREET AND LASALLE STREET, KANGAROO DRIVE TO ERWIN ROAD CONSTRUCTSIDEWALKS   |                | \$336,000      |                |   |
| 08/17           | SR-5001C           | 5          | NON - DOT LET (LAP)                | SAFE ROUTES TO SCHOOLS DURHAM - FAYETTEVILLE STREET ELEMENTARY SCHOOL   | 07/16          |                |                |   |
| 08/17           | U-4726HM           | 5          | NON - DOT LET (LAP)                | DURHAM - SIDEWALK ON AVONDALE DRIVE   |                |                |                |   |
| 08/17           | W-5601EM           | 5          | Division POC Let (DPOC)            | SR 1118 (FAYETTEVILLE ROAD) AT PILOT STREET AND CECIL STREET. SAFETY IMPROVEMENTS.  |                | \$14,000       |                | waiting on Durham to complete road diet project related to SR-5001C             |
| 09/17           | 2018CPT.05.04      | 5          | Division Design Raleigh Let (DDRL) | Durham County Resurfacing and Preservation  |                |                |                |   |
| 09/17           | W-5707C            | 5          | 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            | 5          | 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        | Gregson/Lamond under design, Duke/Corporation under construction by city forces |
| 09/17           | W-5601EH           | 5          | Division POC Let (DPOC)            | SR 1118 (FAYETTEVILLE ROAD) AT COOK ROAD. SAFETY IMPROVEMENTS.  | 08/17          | \$545,000      | \$130,000      | Scope revised for signal installation only.                                     |
| 10/17           | 17BP.5.R.54        | 5          | Division POC Let (DPOC)            | REPLACE BRIDGE 117 OVER MUD CREEK ON SR 1308 (CORNWALLIS ROAD)  |                | \$600,000      |                |   |
| 10/17           | I-5729             | 5          | 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    |                |   |
| 12/17           | U-4726HJ           | 5          | NON - DOT LET (LAP)                | CONSTRUCTION OF SIDEWALKS ON NC 751 BETWEEN GARRETT RD AND NC 54, AND ON NC 54 BETWEEN NC 751 AND DRESDEN DRIVE   |                |                |                |   |
| 12/17           | 44932.3.1          | 5          | On Call Contract (OCC)             | US 70 Bus (Hillsborough Rd) at US 15-501 SB Ramp. Widen for an eastbound right turn lane  |                | \$117,000      |                | Signal design in progress. Considering channelization opportunities.            |
| 01/18           | B-4943             | 5          | Raleigh Letting (LET)              | REPLACE BRIDGE 20 OVER DIAL CREEK ON SR 1616  | 12/16          | \$1,450,000    | \$92,000       |   |
| 01/18           | W-5705C            | 5          | 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      |                | plans received, need environmental documents and R/W certification              |
| 02/18           | EB-4707A           | 5          | 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             | 5          | Division POC Let (DPOC)            | NC 751 (HOPE VALLEY ROAD) AT SR 1183 (UNIVERSITY DRIVE) INTERSECTION IN DURHAM. CONSTRUCT ROUNDABOUT.   | 10/17          | \$1,300,000    | \$150,000      | Public meeting held. Beginning R/W acquisition.                                 |
| 07/18           | EB-5514            | 5          | NON - DOT LET (LAP)                | UNIVERSITY DRIVE (SR 2220, NC 751, SR 1183) FROM SR 2220 OLD CHAPEL HILL ROAD) TO SR 1158 (WEST CORNWALLIS ROAD)  |                | \$1,025,000    |                |   |
| 09/18           | C-5183B            | 5          | NON - DOT LET (LAP)                | 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             | 5          | NON - DOT LET (LAP)                | SR 1158 (CORNWALLIS RD) FROM SOUTH ROXBORO RD TO SR 1183 (UNIVERSITY DR) IN DURHAM, BIKE AND PEDESTRIAN FEATURES.   |                | \$4,978,000    |                |   |

## NCDOT Division 5 Contract Status

| <u>LET Est.</u> | <u>TIP Sub No.</u> | <u>Div</u> | <u>Let Type</u>         | <u>Description</u>  | <u>R/W (B)</u> | <u>Con Est</u> | <u>ROW Est</u> | <u>Comments</u>                        |
|-----------------|--------------------|------------|-------------------------|---|----------------|----------------|----------------|--|
| 09/18           | C-4928             | 5          | NON - DOT LET (LAP)     | 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           | 5          | NON - DOT LET (LAP)     | CONSTRUCT BIKE LANES/SIDEWALKS IN DURHAM - HILLANDALE ROAD  | 09/17          |                |                |  |
| 08/19           | U-5516             | 5          | Raleigh Letting (LET)   | FROM US 501 (ROXBORO ROAD) TO SR 1448 (LATTA ROAD) / SR 1639 (INFINITY ROAD) IN DURHAM  | 08/18          | \$5,500,000    | \$2,000,000    | Second public meeting being planned.   |
| 09/19           | EB-5703            | 5          | NON - DOT LET (LAP)     | DURHAM - LASALLE STREET FROM KANGAROO DRIVE TO SPRUNT AVENUE  |                | \$525,000      |                |  |
| 09/19           | EB-5704            | 5          | NON - DOT LET (LAP)     | DURHAM - RAYNOR STREET FROM NORTH MIAMI BOULEVARD TO NORTH HARDEE STREET  |                | \$250,000      |                |  |
| 09/19           | EB-5708            | 5          | NON - DOT LET (LAP)     | NC 54 FROM NC 55 TO RESEARCH TRIANGLE PARK WESTERN LIMIT IN DURHAM CONSTRUCT SECTIONS OF SIDEWALK ON SOUTH SIDE   |                | \$250,000      |                |  |
| 09/19           | EB-5715            | 5          | NON - DOT LET (LAP)     | 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 |                | \$1,269,000    |                |  |
| 09/19           | EB-5720            | 5          | NON - DOT LET (LAP)     | BRYANT BRIDGE TRAIL - NC 55 TO KELLY BRYANT BRIDGE IN DURHAM  |                | \$1,061,000    |                |  |
| 10/19           | 17BP.5.R.97        | 5          | Division POC Let (DPOC) | REPLACE BRIDGE 89 OVER LICK CREEK ON SR 1902 DURHAM COUNTY  |                | \$1,250,000    |                |  |
| 01/20           | U-5968             | 5          | Raleigh Letting (LET)   | CITY OF DURHAM UPGRADE ITS / SIGNAL SYSTEM  |                |                |                |  |
| 04/20           | U-5717             | 5          | Raleigh Letting (LET)   | US 15 / US 501 - SR 1116 (GARRETT ROAD) IN DURHAM. CONVERT AT-GRADE INTERSECTION TO INTERCHANGE.  | 04/19          | \$18,000,000   | \$53,000,000   | Public meeting planned for September.  |
| 06/21           | U-5823             | 5          | NON - DOT LET (LAP)     | 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      |  |
| 01/22           | U-5934             | 5          | Raleigh Letting (LET)   | NC 147 FROM I-40 TO FUTURE I-885(EAST END CONNECTOR) IN DURHAM ADD LANES AND REHABILITATE PAVEMENT  |                |                |                |  |
| 03/22           | U-5720A            | 5          | 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   | Concurrence received on purpose & need |
| 03/22           | U-5720B            | 5          | 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    | Concurrence received on purpose & need |
| 06/22           | I-5707             | 5          | Raleigh Letting (LET)   | I-40 - FROM NC 55 (ALSTON AVENUE) TO NC 147 (DURHAM FREEWAY/TRIANGLE EXPRESSWAY) IN DURHAM  | 06/20          | \$3,550,000    | \$300,000      |  |

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

| TIP/WBS #  | Description  | Let/Start Date | Completion Date | Cost  | Status   |
|--|--|----------------|-----------------|---|--|
| R-5787B<br>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<br>44894.2.1<br>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<br>\$43,200 CON                    | Signal design complete, R/W acquisition complete and certified         |
| SS-4907BW<br>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<br>\$55,000 CON                       | Planning and design activities underway.                               |
| U-5549/SS-4907AZ<br>50153.3.F1<br>44227<br>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<br>\$245,000 CON<br>\$120,000 CON | Construction underway - 15% complete                                   |
| U-5846<br>50236.1.1<br>50236.2.1<br>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<br>50238.1.1<br>50238.2.1<br>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<br>46382.1.1<br>46328.2.1<br>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<br>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 #<br>or Contract #           | Project Description   | Length<br>(mi) | Let Date  | Completion<br>Date | Cost           | Contractor                          | Comments                                |
| 44195.3.1<br>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,<br>44807.3.1, SS-<br>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 #<br>or Contract # | Project Description | Let Date | Cost | Comments |
|                            |                     |          |      |          |
|                            |                     |          |      |          |



## Streets at Southpoint and GoTriangle clash over reserved park-and-ride spaces

The Herald-Sun By Zachery Eanes June 8, 2017

DURHAM – A dispute has emerged between The Streets at Southpoint and the public transit agency GoTriangle over the use of the mall's parking lot spaces by GoTriangle park-and-ride customers.

GoTriangle warned customers Wednesday that mall management had said the park-and-ride spaces may only be used from 6 a.m. to 6 p.m. Monday through Friday – and that violators would be towed.

GoTriangle said the notice violates the mall's agreement with the City of Durham, which requires Southpoint to mark designated spaces and place signs that clearly indicate parking restrictions.

The agency doesn't believe the mall has clearly marked where the park-and-ride spaces are and has not placed any signs that note time limits. (There is a sign in the parking lot that indicates the general park-and-ride area, but individual spaces are not marked.)

The Streets at Southpoint did not immediately return a request for comment.

Under an amended agreement with the city in 2008, the mall must provide 147 park-and-ride spaces as well as signs designating which spaces are reserved for park-and-ride customers during weekdays from 6 a.m. to 6 p.m.

An email from Patrick O. Young, the director of the Durham City-County Planning Department, sent to the Durham City Council and the Durham County commissioners on Thursday indicates the mall would be in violation if it enforced time limits on the spaces.

The mall would be allowed to enforce limitations only after installing correct signage, Young wrote.

Additionally, a representative from the mall had recently expressed interest in reducing the number of reserved spaces from 147 to 100, Young said.

"This is permissible under the UDO (Unified Development Ordinance), but would be considered a significant deviation from the Zoning Approval, necessitating a new site plan," Young wrote.

At a Durham City Council work session on Thursday, Durham Mayor Bill Bell said he thought Southpoint officials handled the situation "poorly."

"I just think it was really poor public relations on the part of the mall to proceed in the direction they did," Bell said. "The state the mall is in today, you'd think you'd want as many people as possible to be able to come there."

City Councilman Charlie Reece added that he would like to revisit the 6 a.m. to 6 p.m. time restrictions in the future.

"It puts folks at a disadvantage who work alternative hours," he said. "Some of the working folks who are taking public transit typically work at least one job outside the 6 a.m. to 6 p.m. timeframe."

### Windshield notices

Mike Charbonneau, director of marketing and communications for GoTriangle, said the agency has not heard directly from The Streets at Southpoint since notices began to be distributed on windshields.

"One of our remaining questions is that we don't know how Southpoint management is going to determine who is a park-and-ride customer and who is a mall customer before they tow," Charbonneau said.

"They haven't explained how people who might get off of a bus after 6 p.m. or a customer who goes to the mall after they get off a bus instead of going straight to their car would be treated," he said.

Charbonneau said The Streets at Southpoint park-and-ride location is one of transit agency's most popular locations for parking, though an average number of daily users at the location was unknown.

There are more park-and-ride spaces located nearby at the Renaissance Village shopping center in front of the Home Goods store along Renaissance Parkway. It has 67 reserved spaces.

Charbonneau added that the city's response reinforced GoTriangle's belief that the Streets at Southpoint was behaving unfairly.

"The city confirmed what we believed yesterday – that it was unfair and a violation of the agreement with the city," he said.

*Staff writer Virginia Bridges contributed to this story.*

## **Durham mall threatens to tow GoTriangle park-and-ride customers**

WRAL.com By Janine Bowen June 7, 2017

DURHAM, N.C. — A parking controversy is brewing between park-and-ride transit customers and the Streets at Southpoint Mall in Durham.

GoTriangle said mall managers are threatening to tow park-and-ride patrons.

Park-and-ride customers said mall security placed fliers on their vehicles twice this week with notices stating they can only park in the lot between the hours of 6 a.m. and 6 p.m. Monday through Friday.

Go Triangle spokesman Michael Charbonneau said he is concerned about the mall's actions.

"We were very concerned to learn that Southpoint Mall was threatening to tow transit customers who were parking in what should be a designated park-and-ride lot to access a bus to get to work, school or a doctor's office," Charbonneau said. "We believe that threatening to do this without any clearly marked spaces or signs indicating any time restrictions is unfair to customers and violates the agreement the mall has with the City of Durham.

Durham City Manager Tom Bonfield said it is his understanding that the mall's tow notice only pertained to park-and-ride patrons who were not parking in designated areas.

GoTriangle said in a press release that while a sign in the Southpoint Mall parking lot indicates the general park-and-ride area, there are no designated spaces marked within the lot and no time restrictions are posted.

GoTriangle said that Southpoint management has not indicated how it will determine if a vehicle belongs to a transit customer or shopper before towing it and has not explained how it will work with transit customers who return on a bus that arrives after 6 p.m. or who enter the mall after getting off the bus.

WRAL News reached out to the general manager at Southpoint, but has not received a response.

## At select employers, Triangle workers are paid not to drive

The News and Observer By John Murawski June 8, 2017

When Ted FitzGerald settles in for his morning commute by bus from Raleigh to Durham, he becomes the model enlightened commuter that Triangle transportation advocates see as the region's future. Three days a week, FitzGerald cruises 25-miles each way on a bus equipped with Wi-Fi service, his movable office away from the office.

FitzGerald estimates that taking the bus saves him between \$1,000 and \$1,500 a year on gasoline. In the process, he removes one car from Interstate 40, clears up a free parking space in Durham and doesn't contribute a particle of pollution to the region's air quality.

"It's so much more productive for me," said FitzGerald, 49, a director of global research services for FHI 360, an international nonprofit organization. "I avoid the frustration of dealing with traffic."

But ask FitzGerald a few questions about the logistics of his commute, and it's not very hard to see why commuters like him remain relatively rare here. His GoTriangle bus stop is within walking distance of his home, and the bus drops him off just 1 1/2 blocks away from his office on the American Tobacco Campus. His monthly bus pass – worth \$102 – is free, courtesy of FHI 360's landlord, to ease demand for limited parking spaces.

A number of Triangle companies like FHI 360 are consistently ranked nationally for offering generous commuting benefits. The perks amount to free money, and include bus passes and subsidies for bicycling or van pooling. Such employers typically offer a free taxi ride or rental car for nondriving employees who need an emergency ride home. At RTI International, a nonprofit in Research Triangle Park, cyclists get an on-site bike repair facility in addition to a \$240 annual subsidy for pedaling to the office.

Competitive commuting perks qualified 18 Triangle businesses and organization this year for inclusion among the nation's 231 Best Workplaces for Commuters, a voluntary program run by the Center for Urban Transportation Research at the University of South Florida in Tampa. The program was started in 2002 by the U.S. Environmental Protection Agency and the U.S. Department of Transportation to showcase employers that are not exclusively staffed by solo drivers.

Local companies and governments embraced the concept to ease congestion on the Triangle's highways and to improve air quality, which for years was below federal standards. RTP employers that regularly made the list included the EPA itself and Cisco Systems, as well as local governments and universities. To qualify, employers must show that at least 14 percent of their workforce is not driving alone to work, and they must offer incentives to encourage workers not to drive.

A reverse take on commuting broke into the news last month when global technology giant IBM curtailed its longstanding work-from-home perk. IBM, which is on the 2017 list of Best Workplaces for Commuters, declined to describe its commuting benefits for this story.

For the companies that do promote alternative commuting options, such benefits can produce impressive results. At Red Hat, the downtown Raleigh software company, 25 percent of employees work from home. At Citrix, another downtown Raleigh software company, nearly 22 percent are teleworkers. And at FHI 360, more than half the employees either work at home, bike to work or ride the bus on a regular basis at least once a week.

For most Triangle residents, however, driving to work remains the most practical option, year after year. In Durham County, the percentage of commuters who drive alone hasn't budged from 74 percent in a decade, U.S. Census surveys show. In Wake County, the percentage of commuters who drive to work alone is higher – fluctuating between 79 percent and 81 percent.

Triangle transportation advocates say that in one of the fastest-growing and decentralized regions in the country, there's a chronic shortage of alternatives to driving. Voters apparently agree: Wake, Durham and Orange counties

have approved transit referendums raising the county sales tax for transit spending. In Wake's case, the tax increase is expected to triple bus service and help develop commuter rail.

"We know many people work in one county but travel to another [county] for work, school, doctor's appointments or other important places," said GoTriangle spokesman Mike Charbonneau. "It is significant to note that Wake, Durham and Orange County voters all approved referendums. ... It also speaks volumes about our residents who recognize the need for more transit options and understand the correlation between better transit connections and greater opportunities for all, as well as the investment in a greater quality of life in the region."

Some statistics show a reduced reliance on driving, but it would be wrong to assume it's all due to progressive commuting policies, noted Philip Winters, director of the Transportation Demand Management Program at the Center for Urban Transportation Research in Tampa. One example: a gradual increase in the past decade of people who work from home in Wake and Durham counties. The work-at-home rise can be partly attributed to technological improvements and flexible employers.

But Winters said some home-based workers are running a side business, not high-end teleworkers who choose not to drive to the office. Likewise, 32 percent of GoTriangle bus riders don't own a car.

Employers say they offer these perks to attract and retain talented workers who want to work for flexible and accommodating organizations. Such employers promote sustainability as part of their corporate culture. The fewer who people drive to the office, the fewer parking spaces have to be provided on company property. And some of the transit subsidies for workers [can be written off](#), saving employers on payroll-related taxes.

"Our open culture lends itself to people working where they are most comfortable and most productive," said Red Hat spokeswoman Allison Showalter.

FitzGerald has got his commute down to a science. He uses the GoTriangle app to track the bus's location so he doesn't waste time waiting. He uses the free onboard Wi-Fi to plan for meetings and check email.

He's been commuting by bus for nearly 20 years and has used the free emergency ride home service just three times, "mostly when I stayed late at work."

Steven Goldsmith, an internal communications specialist at Red Hat, has been taking the bus four days a week since he joined Red Hat last year. Goldsmith, who lives in northern Raleigh, does have to drive 5 miles to pick up the bus, but he would drive that way anyway, so it's not out of his way. Riding the bus adds 5 to 10 minutes to his 13-mile commute.

"But what you gain is a whole lot of stuff," he said "I can work. I can read."

He also uses a free \$102 bus pass, contributed by his employer, and estimates he saves \$50 a month on gasoline.

"Because I don't have to worry about driving, I can be more productive on the bus," he said. "And I'm a lot less stressed out on either end of the journey."

## **RDU to trail cyclists: Stop trespassing**

Triangle Business Journal By Lauren K. Ohnesorge June 9, 2017

As conversations over land use continue with outdoor groups, Raleigh-Durham International Airport wants cyclists off its property along Old Reedy Creek Road.

The airport released a statement Thursday: "Airport property along Old Reedy Creek Road, which is clearly marked 'no trespassing,' is being accessed illegally by trail bikers."

The statement asks groups and individuals to refrain from "building trails and accessing this land illegally." An airport spokesman said RDU has not taken any legal action against cyclists, and is, "at this point" just working to educate the community about the no trespassing designation.

Jean Spooner, chairwoman of the Umstead Coalition, says the timing of RDU's notice is "curious."

The trails in question have been used for decades by hikers, joggers and cyclists without enforcement. On sunny Saturdays, it's not abnormal to see lines of cars parked along Reedy Creek Road for the makeshift trails. And a look at a "heat map" on activity tracker Strava shows orange lines along the acreage, indicating common use by users of the app.

Even so, Dave Anderson, spokesman for Triangle Off-Road Cyclists (TORC), says neither group has encouraged the use of those trails.

"TORC has managed the trail network at Lake Crabtree County Park and we do not encourage illegal trails," he says. "We do recognize the significant demand for centralized, convenient trail-based recreation, so our goal ... is to bring the right partners together for a solution that meets RDU's financial needs and preserves this amazing asset for the Triangle."

He says his group is trying to do it the right way – through conversations with the RDU Airport Authority and government officials.

Still, RDU spokesman Andrew Sawyer says that, in February, the airport gave groups a June 30 deadline to come up with alternative land-use proposals. Sawyer says a proposal has yet to be delivered.

Both Anderson and Spooner say they're aware of the "ultimatum" and are working on a response. They've even commissioned local landscape architect Susan Hatchell to help with designs for the tract, and Florida firm EDSA is lending its services.

Spooner hopes to see a mixed-use urban trail center on the tract. But finding commercial partners has been a challenge, as RDU has not granted permission to do appraisals of the property, she says.

"It is a challenge for us to have firm financial commitments if we cannot assess the property," she says.

Rex Schaberg, a retired economist and professor at N.C. State University, is among those lending his expertise. Schabert, a hobby cyclist, presented some of his ideas to the airport last fall – including bringing in a recreational mixed-use resort.

He's not sure if the June 30 deadline is fair, as Wake County has commissioned its own economics study on the use of the land – the findings of which have yet to be presented.

"It would be everybody's hope that they find economic drivers, and we could incorporate that into what we're putting together," he says.

RDU acquired the land under an agreement that it be used for a "direct aviation purpose."

As it's not suitable for the runway additions and revamps, they have repeatedly said that the "direct" benefit will be a financial one, with the land leased for development.

## Hikers, cyclists pushing for urban trails center called RDU Forest

The Herald-Sun By Kathryn Trogdon June 10, 2017

MORRISVILLE – Hikers, cyclists and other outdoor enthusiasts continue to push for an expansive system of trails and supporting businesses on Raleigh-Durham International Airport land and have officially branded their vision “RDU Forest.”

Supporters want more than 600 acres between Lake Crabtree County Park and William B. Umstead State Park to one day feel more like a resort, with brew pubs, outdoor stores, bike rentals, rope courses, zip lines and places to hold small meetings or conventions, as well as more than 50 miles of trails.

“All of that adds up to some level of leasable revenue for the airport, and it would give the Triangle the ability to preserve that green space and have that kind of destination there,” said Chaz Felix, a Raleigh resident and member of Triangle Off-Road Cyclists. TORC and The Umstead Coalition are two of the main nonprofits behind the RDU Forest effort.

Felix was one of about 100 people who attended a meeting Thursday to support or learn more about the [urban trails center concept](#). More than 7,000 [supporters](#) have signed an [online petition](#) asking the airport authority to preserve forested land and existing recreational trails to be used for the project.

The idea for the urban trails center came in response to RDU’s [25-year master planning process](#). The master plan, which the airport authority approved in October, lays out potential development of the airport’s core and surrounding land, including a potential hotel or office park, quarry and parking on the land the activists are eying for RDU Forest.

“This is an opportunity to better understand the current proposal for a quarry and parking right up to Umstead State Park and Crabtree Creek and share with them our alternative vision that we think should be seriously considered,” said Jean Spooner, chair of The Umstead Coalition.

### Project feasibility

Thursday’s meeting comes at a time when Wake County is [studying the feasibility](#) of an urban trails center on the land. The study is expected to determine whether the project would make money, and if so, how much land would be needed.

Most of the land is owned by the airport, and Wake likely would have to lease property at fair-market value to make the center possible. The RDU airport authority is required to adhere to Federal Aviation Administration obligations to receive federal funding and must get FAA approval to develop or lease property, particularly if it is to allow a use that is not essential to airport operations.

Spooner said once the outcome of the study is released, the RDU Forest working group will submit an updated plan to the airport.

There already are miles of hiking and biking trails at Lake Crabtree County Park, as well as trails on adjacent land along Old Reedy Creek Road. But RDU officials said Thursday that the land along Old Reedy Creek Road is not public and is lined with “No Trespassing” signs.

[\[RDU: Bikers illegally using airport land\]](#)

Felix said the RDU Forest group is not advocating for people to use the land along Old Reedy Creek Road, but it still has the potential to one day be a part of the urban trails center.

“The bones are there,” he said.

## Alternatives

Of all the elements in the RDU master plan, supporters of the trail project said they are most concerned about the potential quarry that is listed as a possible use for land south of Umstead State Park.

"We feel that a new quarry pit on the most sensitive piece of property next to Crabtree Creek takes away our options," Spooner said.

Developing airport land could help pay for hundreds of millions of dollars in expenses RDU expects to face in the coming years as it replaces runways and taxiways, builds a consolidated rental car facility and makes other improvements. Airport officials expect to have to rebuild the longest runway in the next three to five years.

"We have flexibility when it comes to the land-use component as long as it meets the acceptable criteria for airport land use," RDU spokesman Andrew Sawyer said. "Nothing is set in stone yet. Our priority right now is really, really laser-focused on that runway project."

Morrisville Mayor Mark Stohlman, an 18-year trail user, was involved in a previous effort to preserve the trails at Lake Crabtree County Park called "Save the Crab." Now he supports the effort to preserve even more land for expanded trails but said he was disappointed with the outcome of the airport's master planning process.

"There's a tremendous disconnect between the public input and the result we received from RDU, but I am still hopeful that they will work toward a compromise," he said. "To me, the answer is there. It's just a matter of the fortitude of the RDU authority board to recognize it, to kind of buy into it and start promoting it and developing it."

## RDU to receive state funding for runway

The Herald-Sun By Kathryn Trogdon June 21, 2017

MORRISVILLE – Raleigh-Durham International Airport would receive more than \$50 million over the next two years for a much-needed runway replacement under the House and Senate's compromise budget proposal.

The budget released this week includes \$115 million for [capital projects for the state's 10 commercial airports](#) over the next two years. RDU would receive \$21 million in 2017-18 and about \$31 million in recurring funds starting in 2018-19.

The additional money for RDU would help pay for a [\\$305 million project](#) to replace the airport's longest runway, which is needed to accommodate and attract new trans-continental and international flights. The rest of the money for the runway could come from federal and state grants or airport revenue.

"It's clear that the state of North Carolina is serious about investing in aviation infrastructure," Kristie VanAuken, RDU's vice president of communications and community affairs, has said. "We are absolutely grateful for any new resources that come our way."

While the Senate budget [did not originally include](#) funding for the Charlotte Douglas International Airport, the compromise version proposes providing \$25 million during the 2018-19 fiscal year.

The House voted 77-40 on Wednesday to approve the compromise budget and is expected to take a final vote on Thursday. The Senate's final vote is also scheduled for Thursday, before the budget goes to Gov. Roy Cooper, who has been critical of it in general.

The money for airport projects would come from a short-term motor vehicle lease and rental tax, which generates nearly \$80 million per year. That money currently goes into the general fund, but the budget proposes shifting \$10 million from the general fund per year.

The eight other commercial airports in the state, including Piedmont Triad International Airport in Greensboro, Wilmington International Airport and Asheville Regional Airport, would also get more money under the proposal.

The amount of money included in the budget for other airports is based on the economic output of each airport, according to the budget. Here's what the airports would receive in each of the coming two fiscal years:

- Albert J. Ellis Airport in Onslow County, \$864,708.
- Asheville Regional Airport, \$2,026,331.
- Coastal Carolina Regional Airport in New Bern, \$653,162.
- Concord Regional Airport, \$586,901.
- Fayetteville Regional Airport, \$1,139,670.
- Piedmont Triad International Airport in Greensboro, \$7,123,082.
- Pitt-Greenville Airport in Greenville, \$377,070.
- Wilmington International Airport, \$5,946,945.

## **CSX unveils new details about massive North Carolina terminal project**

Triangle Business Journal By Lauren K. Ohnesorge June 14, 2017

Almost a year after Jacksonville, Florida-based transportation giant [CSX announced it was shifting its new terminal plans to Rocky Mount](#), a top exec says the project continues to be a priority.

That's in spite of a complete reorganization and C-suite shuffle at its headquarters.

"We are absolutely committed to moving forward," says [John Dillard](#), the South Carolina-based vice president of state relations for the Carolinas. He was in Rocky Mount for one of what he hopes will be several community updates on the project.

All property acquisition is complete, and if all goes as expected, permitting could be complete within six to nine months – making way for a groundbreaking in 2018.

This week, CSX unveiled specifics about the project, which will transfer massive cargo crates between trucks and trains for transport along the Southeast corridor. It's the first time the community is able to see "what the terminal will actually look like," he says – and that includes where, exactly, it will be located.

The Rocky Mount terminal will be the second such facility for CSX, which has a similar facility in Ohio.

"We have spent a lot of time thinking about things like buffers – both to manage storm water and vegetation, but also from an appearance standpoint," he says. The goal is for the terminal's 100-foot cranes to transfer massive cargo crates between trucks to trains with "minimal impact" on the surrounding community.



Community relations were what moved the plans from Johnston County to Edgecombe County in the first place. Initially, [CSX had planned the project for Selma](#)— but backed off after [resident outcry](#). Louis Renjel, former vice president of strategic infrastructure at CSX, had said that, as community support dissolved, [the firm was seriously considering locating the project outside of North Carolina](#).

The eastern North Carolina economic development community, however, [rallied for the project](#). Carolina Gateway Partnership, under the direction of its president and CEO, Norris Tolson, was able to secure land acquisition pledges for another stretch along Interstate 95, in nearby Rocky Mount, eventually luring CSX's commitment last July.

In Rocky Mount, community support has been unwavering, Dillard says.

"People have just been so supportive," he says. "They're anxious to see us get started."

In the meantime, operational strategy has changed at the home base in Jacksonville. CSX has been undertaking a comprehensive review of its operations. The company said in February it would be laying off 1,000 management-level employees. And Hunter Harrison, former CEO of Canadian Pacific, was named new CEO after a push by an activist investor group.

But through it all, the priorities haven't changed for Rocky Mount, Dillard says. CSX views the spot as ideal, not just because of the I-95 access.

"It's the proximity to the Triangle area," he says. "We feel it could have a lot of benefit for transportation and logistics service in the Triangle with an intermodal product ... It's an intermodal solution for those in the Triangle looking to take advantage of lower logistics costs."

He sees it as a "real catalyst for growth" in the state.

"Just by having those lower logistics costs and by having a facility like CSX in the region, it provides a lot of opportunities for shippers who are looking to expand their existing business or locate new businesses," he says.

It's already providing opportunities for vendors. Dillard says CSX is currently accepting supplier applications on its website.

## Top 5 international destinations on RDU's wish list

Triangle Business Journal By Lauren K. Ohnesorge June 23, 2017

Now that Raleigh-Durham International Airport [has secured a nonstop flight to San Juan, Puerto Rico](#), airport officials are already eyeing new destinations.

Both domestic and international routes are on staff's radar. But securing new service can take years of lobbying, says [Kristie Van Auken](#), the vice president of communications and community affairs who heads the team responsible for securing new carriers and routes.

Frankfurt, Germany, is the No. 5 unserved international market at Raleigh-Durham... more

"For us, it's very much about the relationships with the airlines and understanding the business," she says. "The more we know about how they make decisions and what they care about, the more successful we are."

Read: [Budget airlines eye RDU opportunities](#)

Her team is on the phone "daily" with airlines about new potential destinations for RDU, educating them on the region's strengths, she says.

That tutelage can start as simply as staff forwarding a news article about a new company coming to the Triangle. And – as with last year’s Delta Air Lines service to Paris – it can require a community effort.

Allegiant’s San Juan, Puerto Rico, flight service was RDU’s biggest win in recent weeks. And it already has competition, as Delta Air Lines just announced it’s adding six trips to the city over the pique holiday season on Saturdays.

**Poll:** [Which international destination should RDU focus on next?](#)

“When we start planting the seeds on various markets, as one thing becomes successful, success begets success,” she says, adding that if RDU is successful with Allegiant’s flight, it could add additional Caribbean flight service in the future. At the top of that wish list is [Punta Cana](#), Dominican Republic, which is currently RDU’s top unserved international market.

With San Juan off the list, the top five unserved domestic markets, in terms of traffic, are now San Diego; Kansas City; Portland, Oregon; San Jose, California; and San Antonio.

RDU, which doesn’t disclose details of active conversations about air service expansion, [confirms discussions are ongoing with potential carrier partners for San Diego](#) and other unserved routes. San Diego, like RDU, is a non-hub airport, though it is a focus city for two RDU carriers: Southwest Airlines and Alaska Air. Kansas City, too, [continues its place near the top of the list](#).

Incentives also play into recruiting destinations on the list – but they depend on the number of flights offered.

Allegiant, in addition to landing fee abatements, will receive about \$20,000 in marketing assistance from RDU for its San Juan route, part of a newly approved air service incentives program.

When it comes to farther geographies – take China, repeatedly stated as a focus destination by RDU CEO Michael Landguth – it’s also about the infrastructure needed to support the huge airplanes required for the nonstop trek.

**Read:** [The case for a China flight out of RDU](#)

As the airport’s sole international runway is reaching its end of life, RDU has been trying to secure state and federal dollars to replace it, something Landguth says is “critical” in securing additional international service.

RDU received some good news Wednesday. The House and Senate’s compromise budget directs more than \$50 million over the next two years to replace that runway. In the 2017-18 fiscal year, RDU would receive \$21 million, with about \$31 million in recurring funds starting in the 2018-19 year.

## Boomers ‘age’ census stats

Herald-Sun By the Editorial Board June 26, 2017

New estimates from the U.S. Census Bureau offer North Carolina leaders a challenge in terms of planning the state’s future, whether that means accommodating the needs of the increasingly older population or helping the different ethnic groups who are making the state more diverse find an easier way to immerse themselves in North Carolina culture while bringing characteristics of their own backgrounds to a more diverse state.

Census statistics ought to be closely watched by political leaders, not just for their own self-interest but to help map the state’s future.

The aging of the population is one example.

[Census: North Carolina's population getting older, more diverse]

Some 10,000 baby boomers turn 65 every day, and that generation will continue to build the Medicare-eligible age group for a number of years. That's not to say that the Triangle, for example, has "turned gray." The median age in Wake County is 36 – young by any standard (except, perhaps that of millennials) but up from 34.2, according to the census. And that number is virtually certain to grow in coming years because the boomers are loosely defined as those born between 1946 and 1964.

Wake's not alone. The median age in Durham County increased from 33.5 to 35.2. The median age in Orange County increased from 33.1 to 34.2.

There are challenges there: The boomers will need facilities to meet aging and health care needs, transportation options (as they quit driving), both individual and group living arrangement opportunities and help in making their money last longer than many ever thought they'd have to make it last.

Also challenging but exciting in the new census numbers are statistics showing much more diversity in race and ethnicity: Whites are still the largest race, at 63.5 percent in 2016, but that's down from 65.3 percent in 2010. Blacks accounted for about 21.3 percent.

Interestingly, Hispanics grew in number, by 127,000 statewide since 2010, and now are nearing 1 million in population. They are in the highest percentages in rural, agriculture areas.

Asians also grew by big numbers in some spots, notably by 44 percent in Wake County.

Numbers are just numbers until they're put into use by policy makers. And these numbers should be useful indeed as the Triangle copes with housing needs for all generations (Durham has a number of millennials working at high-tech companies, for example). The county also can use the numbers to make it a priority to generate ideas about coping with the needs of older citizens. Consider, for example, the push for more transportation options. Durham and Orange counties have some mass transit with plans for more, but the aging of the population – and get this, also the youth of the population, including people moving from elsewhere who prefer not to have cars – underlines the need for more options.

The younger folks moving in also want more bike trails and bike lanes. The folks getting older are drawn in part by the state-of-the-art health care facilities. They will need more transitional housing – something that seems to have been lost in the boom-boom-boom of huge homes and gentrification of old neighborhoods.

The various pressures make it necessary for local governments to focus more on affordable housing, on mass transit, even on health care and assistance for the elderly in terms of getting around or accessing meals.

The numbers bring challenges. And, we hope, opportunity.

#### **NOTABLE NUMBERS**

932,000 – Census estimate of Hispanic population in North Carolina, up by 127,000 since 2010

10,000 – Number of baby boomers who turn 65 every day

30.8 – Median age in Utah, the "youngest" state

44.6 – Median age in Maine, the "oldest" state

52.9 – Median age in Brunswick County, along the N.C. coast (a popular retirement area)

## Cap on light rail funding remains in final NC budget

The News and Observer By Colin Campbell June 26, 2017

For the second year in a row, the N.C. House has been unsuccessful in its efforts to remove a state funding cap that significantly reduces funding for the Durham-Chapel Hill light rail project.

Starting in 2015, state funding for light rail projects has been capped at \$500,000, a move that effectively canceled the state's commitment to provide \$138 million for the \$2.5 billion line connecting Durham and Chapel Hill.

The cap would have been eliminated under the House's budget proposal, but the Senate didn't want to make the change, and the final budget leaves the cap intact for another year. A similar budget disagreement in 2016 had the same result.

N.C. Transportation Secretary Jim Trogdon criticized the decision in a letter released by the governor's office on Monday.

"A light rail system for this region would boost business development and recruitment, and also assist commuters along this growing corridor," Trogdon wrote. "A provision to remove the cap was present in the House version, but removed in conference – a missed opportunity for the entire state to increase our competitiveness with peer southeastern and growing states nationally."

Planning for the project continues despite the lower amount of state funding. As of January, backers of the project still hoped to begin construction in 2020.

## North Carolina's rural roads among deadliest in country, study says

WRAL.com By Evan Matsumoto June 28, 2017

RALEIGH, N.C. — North Carolina has some of the deadliest rural roads in the country, according to a national study.

The study by TRIP, a national transportation research group, found the Tar Heel State had 855 deaths on rural roads in 2015, which is the latest year of data. The number ranked North Carolina third in the country.

Only Texas and California tallied more rural-road deaths, with 1,259 and 1,219, respectively.

TRIP said fatal crashes on rural roads were more common than in urban areas because there are fewer roadway safety features, longer emergency response times and higher speed limits. Narrow lanes and two-lane roads also contributed to the problem.

South Carolina counted 607 deaths on rural roads, ranking the state at No. 4. Pennsylvania ranked fifth with 565 deaths.

Top 25 states with most fatal crashes on non-interstate, rural roads in 2015:

- 1 Texas 1,259
- 2 California 1,219
- 3 North Carolina 855
- 4 South Carolina 607
- 5 Pennsylvania 565
- 6 Kentucky 542
- 7 Michigan 528

8 Mississippi 524  
9 Georgia 505  
10 Indiana 467  
11 Ohio 467  
12 Missouri 449  
13 Alabama 436  
14 Tennessee 424  
15 Virginia 422  
16 New York 416  
17 Illinois 372  
18 Florida 360  
19 Oklahoma 354  
20 Wisconsin 340  
21 Arkansas 333  
22 Louisiana 316  
23 Oregon 283  
24 Washington 262  
25 Minnesota 260

## **Go, go electric buses in Triangle? Agencies team up for fed grant**

WRAL.com TechWire By Rick Smith, WRAL TechWire Editor June 29, 2017

RESEARCH TRIANGLE PARK, N.C. — The go-go agencies in the Triangle are teaming up with Chapel Hill in a bid for federal funding to put electric buses on the region's roadways.

GoTriangle, GoRaleigh, GoCary and Chapel Hill Transit say they want the funding to equip their fleets with two buses each.

Some \$55 million in grant money is available, and the Triangle transit folks want their share.

### **Cheap? Not hardly**

But these electric wonders aren't cheap.

The partners note the 40-foot buses made by Proterra run close to \$1 million each.

Then there are charging stations.

And other equipment.

So it's easy to see why the Go folks want - and need - fed funds to help put cleaner buses in service. However, there is a return on investment beyond less fumes.

"That's about twice the cost of a diesel bus, but electric buses produce no tailpipe emissions and are less expensive to operate, traveling 21.4 mpg-equivalent at 19 cents a mile. By comparison, a diesel bus gets 3.86 mpg at 84 cents per mile," the Go team says.

"That means the operating cost over the lifespan of an electric bus is \$250,000 to \$400,000 less than a diesel bus."

If the grant is won, the Go team hopes to have the electric buses moving by early 2019.

"We have listened to those who took the time to comment on transit plans and are thrilled to work together as one region to seek the means to deploy electric buses in both local and regional service," said Jeff Mann, GoTriangle's general manager, in announcing the grant push. "We want to make sure we're using the best tools in the toolshed to connect the people and places of our growing region."

The grants are available through what is called the "Low or No Emission Competitive Grant Program."

### **Partnering up**

And the Go team has lined up plenty of support, including Duke Energy.

Local officials sending letters of support came from: Wake County, Durham County, Orange County, Raleigh, Cary, Chapel Hill, Carrboro, the University of North Carolina at Chapel Hill, the NC Department of Transportation, Triangle J Council of Governments, NC Capital Area Metropolitan Planning Organization, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Southern Environmental Law Center, Regional Transportation Alliance, Research Triangle Cleantech Cluster, NC Clean Energy Technology Center and WakeUP Wake County.

Wow. Imagine following an electric bus vs. the alternative.

Yes, a bus is a bus is a bus - but electric is cleaner (assuming Duke keeps moving to provide more environmentally friendly power) and (most likely) a heck of a lot quieter.

Dare The Skinny say it?

Go, Triangle.

### **NCDOT wants state's help with public transportation plan**

Triangle Business Journal By Lauren K. Ohnesorge July 3, 2017

As North Carolina develops its public transportation blueprint – known as the Public Transportation Strategic Plan – it's looking for your input.

The North Carolina Department of Transportation is asking state residents to take part in an online survey to let their top priorities for public transportation services be known.

**Read:** [The Wi-Fi equipped electric buses that could be coming to Raleigh](#)

Debbie Collins, public transportation division director at NCDOT, said it's the first time the state has utilized the survey system for a public transportation plan.

The responses will culminate into just one of the ways the state will develop its transportation priorities. NCDOT also conducts a series of public meetings, with the next string happening in October. Additionally, interviews with stakeholders contribute to that planning process, she said.

"It helps us define partnerships we need to focus on, it helps us find programs it helps us find strategies," she said.

According to NCDOT, the plan under development – to be called the Public Transportation Statewide Strategic Plan – is intended to build on what partnerships between the department and local governments and regional authorities have already been doing. It's intended to reinvigorate state and local transit partnerships and is being developed cooperatively with communities across the state, as well as transit users, providers and nonprofits.

If all goes well, it should be ready for presentation to the public in spring of 2018, Collins said.

## Driver-less cars in N.C.? New regulations just part of the story

Triangle Business Journal By Lauren K. Ohnesorge July 3, 2017

North Carolina's first rules regulating driver-less car technology are awaiting Gov. Roy Cooper's signature, having secured vast bipartisan support in the General Assembly.

The regulations iron out requirements for one day having your car drive you to work – such as having a registration card in the vehicle (physically or electronically) and an automobile's owner being named responsible for moving violations the vehicle performs, even if you're not at the wheel.

**Read:** Duke prof: Driver-less vehicles are coming

Even without the regulations, the state is poised to tackle the autonomous vehicle industry – particularly from a research standpoint.

In January, the North Carolina Turnpike Authority [was selected by the U.S. Department of Transportation for one of 10 test locations for autonomous vehicle technology](#).

And the Triangle Expressway, a highway that sees nearly 50,000 cars on an average weekday, was tapped for the testing ground.

Beau Memory, executive director for the NCTA, says details of what the program will mean are still scarce.

"We've been largely focused on making sure we're ready to test as those opportunities come up," he said, noting that, so far, it's primarily just involved a plethora of conversations with partners on the project such as UNC-Charlotte's Center for Transportation Policy Studies and Duke University's Humans and Autonomy Lab.

His agency is working with USDOT to develop what's called a memorandum of agreement, required to start the project.

"As you might imagine in government, it's been a slow process," he said.

But hints of future opportunities are already emerging. Representatives from the trucking industry have contacted his team "about having a truck platooning trial on the Expressway," he said.

He declines to give details, citing confidentiality. And he says it's too early to know if such a pilot could translate to local jobs.

But he does say it's encouraging – and hopefully the first of multiple inquiries.

"We're excited to be approached," he said.

Of the newly-passed regulations, Memory says his team has been "really appreciative" of how the General Assembly worked with both his department and the industry to craft the rules. And he's optimistic they'll lead to opportunities.

David Strickland, general counsel for the Self-Driving Coalition for Safer Streets, which represents Ford, Volvo Cars, Uber, Lyft and Waymo on self-driving policy issues, released a statement Thursday on the bill.

"After expressing concerns about how HB 469 would impact testing and deployment of fully self-driving vehicles in North Carolina, the Self-Driving Coalition for Safer Streets appreciates the opportunity to have worked successfully with lawmakers to address and clarify these issues."

The bill was presented to Cooper Wednesday.

## What's on the horizon for new flights and destinations from RDU?

The Herald-Sun By Kathryn Trogdon July 5, 2017

MORRISVILLE – In the last year, five airlines have added new flights from Raleigh-Durham International Airport, including trips to four new nonstop destinations – Paris, New Orleans, Austin, Texas, and soon San Juan, Puerto Rico.

RDU officials want to use this momentum to attract more airlines and flights to the Triangle, setting new and ambitious goals for the airport's future.

Those goals include direct connections to places like San Diego, Kansas City, Mo., South America and China, which would add to RDU's list of 48 nonstop destinations once Allegiant Air kicks off its twice-weekly flights to San Juan in December.

"All of the routes that we've seen out of RDU have done pretty well," said Kristen Schilling-Gonzales, Allegiant's director of planning. "We've seen some pretty strong bookings most recently on the San Juan flight."

While RDU officials have been working to attract a nonstop flight to San Juan for a couple years, a new incentive program the Airport Authority put in place in April helped seal the deal. Allegiant will receive marketing assistance and waived landing fees for one year.

"Quite honestly, the investment to test a new route is pretty high," Schilling-Gonzales said. "So we're not looking at being incentivized for years to come. It's generally what can we do to offset the initial start-up costs."

Airlines that add international flights and new airlines that come to RDU also can benefit from the incentives program.

In March, Virgin America announced it would come to RDU as the airport's 10th carrier when it begins flights to San Francisco in October. Now the airport is eyeing other airlines, particularly low-cost carriers such as Spirit Airlines.

"The incentives are like the cherry on top," said Kristie VanAuken, RDU's vice president of communications and community affairs. "This doesn't work unless the business case is solid, so that is the number one thing. That is where we spend 95 percent of our energy, because we want the service to be successful for the long haul."

Attracting new flights starts with relationships with airlines and "building the business case around each new market," VanAuken said. But making the case takes time.

Austin, Texas, was RDU's top market in terms of passenger demand without a nonstop flight until Delta Air Lines began flying there in March. VanAuken said it took four years of discussions with airlines to make that connection a reality.

Now San Diego is the top unserved destination, followed by Kansas City, Portland, Ore., San Jose, Calif., and San Antonio. Longer flights like San Diego are tougher to get because they require a larger airplane, and airlines must dedicate more time to the flights.

Attracting a new flight involves understanding the priorities of different airlines. For example, Allegiant goes for vacation spots or other places that draw leisure travelers. The airline also aims for destinations that are more than eight hours away by car but, in most cases, are close enough to allow the same plane to make a round trip each day.

Puerto Rico is Allegiant's first destination from RDU that will deviate from this round-trip practice.



Delta's priority is to offer flights to the most destinations around the world on larger aircraft and to rely on partners to get passengers to smaller markets. For example, someone flying from the United States to China would land in either Beijing or Shanghai and then fly with a partner airline to any other Chinese destination.

It can take years for airports to get a new flight and even longer to attract international flights, like RDU's long-sought-after direct route to China.

"It's the brass ring," VanAuken said. "We feel like this community, the Triangle region, can support a nonstop to China and so what we want to do is start building the business case around that."

RDU has been working on making the case for two years. Officials have spoken with corporations in the region that might be interested in a direct flight to China for their employees.

But it might be a tough sell. Delta, for example, only offers direct flights to China from three American cities – Detroit, Seattle and Los Angeles.

"The number one driver of Delta adding a new route is going to be passenger demand and the ability to generate revenue for the airline," Delta spokesman Anthony Black said. "If that doesn't happen, all other things are irrelevant."

## **GoTriangle Will Soon Learn Whether Light Rail Will Move to the Next Stage of the Grant Application Process**

Indyweek.com By Sarah Willets July 5, 2017

Within a few weeks, GoTriangle will learn whether the \$3.3 billion Durham-Orange Light Rail Transit project will be allowed to move to the next phase of a federal grant application process.

If the Federal Transit Administration gives the OK, the DOLRT can move from the project development phase to the engineering and design phase. GoTriangle communications director Mike Charbonneau says some design work has already been done in terms of environmental assessment, mapping the 17.7-mile route, and initial engineering work.

"If the project is approved in the final federal budget and moved into construction in 2020, the project in its entirety is eligible for a fifty percent match," Charbonneau says. "The federal match is critical to get the project done. As important as light rail is to Durham and Orange counties, clearly it couldn't be built without this funding."

There's the catch: although GoTriangle remains optimistic about the project's viability, there's a chance the federal funding will fall through.

A budget proposal put forth by President Trump for fiscal year 2018 would only award grants to projects with existing FTA agreements. This one doesn't meet that criteria. Without federal funding, everything is on hold.

"Nationally and locally, everyone is watching but also feeling confident that the federal discussion and budget processes will recognize the value of transit," Charbonneau says.

According to the FTA, moving into the project development phase is not a guarantee that the project will ultimately be funded.

"The president's budget proposal includes no funding for new [Capital Investment Grant] projects, and thus project sponsors that do not yet have construction grant agreements acknowledge they are undertaking additional work at their own risk which may not receive CIG funding," an FTA spokesperson said in an email to the INDY.

If all goes as planned, construction is expected to be complete in 2028, with the system becoming operational in 2029.

*This article appeared in print with the headline "The \$3B Question"*

## **East End Connector progress prompts closures on N.C. 147, 98 in Durham**

Triangle Business Journal By Lauren K. Ohnesorge July 7, 2017

The East End Connector in Durham is on track, according to N.C. Department of Transportation officials.

Starting Monday, temporary nighttime closures are coming to N.C. 147 and N.C. 98 – an evening inconvenience that signals progress on the Durham project. Crews will work on the structure that will connect 147 South to the East End Connector, ultimately connecting to Highway 70. Officials hope the addition will improve congestion on the heavily congested corridor.

**Read:** By the numbers: The massive East End Connector project

In an interview, Maira Ibarra, assistant resident engineer with NCDOT, says about half of the work targeted for 147 is already complete. The big task for night crews is setting the remaining four bridge girders – and they're massive, she says.

"It takes more than one night to erect them," she explains.

Only one span remains, the section over 147 North. As of the end of June, NCDOT had completed about 48 percent of the project. It's on track for completion in December of 2019, Ibarra says.

Officials have said they hope the East End Connector will promote economic development in areas along the I-85 corridor by improving access to Durham and Research Triangle Park.

The \$142 million project began with property acquisition in 2012 – but it was first introduced in the state more than five decades ago. In 2003, the East End Connector was added to a list of projects eligible for funding under the North Carolina Highway Trust Fund. And in 2005, officials began a re-evaluation study, with an environmental assessment finally signed in 2009. A groundbreaking for the 3.9-mile connector finally happened in 2015.

NCDOT is contracting with New York-based Dragados USA to build the East End Connector.

Starting Monday, 147 North (also called the Durham Freeway) between Ellis Road (Exit 8) and Briggs Avenue (Exit 10) will be closed nightly from 10 p.m. until 5 a.m. through Thursday, July 13. A signed detour will divert drivers along T.W. Alexander Drive and Alston Avenue to get back on northbound N.C. 147. N.C. 98 (Holloway Street) will also be closed in both directions between Southerland Street and Herbert Street during those same times.

## **Outdoor enthusiasts push for trails as RDU unveils \$2.7B plan for airport upgrades**

The News and Observer By Kathryn Trogdon July 8, 2017

MORRISVILLE – Raleigh-Durham International Airport now has a plan for how it will pay for \$2.7 billion in major projects, including the replacement of its longest runway, in the next 25 years.

About \$1.8 billion is needed for upgrading the terminals and roadways, as well as building a consolidated rental car facility and adding parking, according to the airport. More than \$900 million is needed to maintain infrastructure, including runways and taxiways.

The projects would be paid for mostly through airport revenues and financing, and about \$192.7 million in federal and state funds. Roughly \$281 million would come from a \$4.50 customer facility charge RDU collects from each passenger who boards a plane there.

In its recent budget, the North Carolina legislature [committed](#) to giving RDU \$21 million in the 2017-18 fiscal year and about \$31 million in recurring funds starting in 2018-19.

The RDU Airport Authority will host a public open house from noon to 6 p.m. Monday to answer questions about financing and funding sources for the projects listed in its 25-year master plan. There will be no formal presentation at the open house, and visitors are invited to stop by.

Local hikers, cyclists and other outdoor enthusiasts have voiced concerns about the airport's plan for [part of its property](#), particularly the forested areas closest to Lake Crabtree County Park and William B. Umstead State Park.

Vision2040, the master plan the airport authority approved last October which is under review by the Federal Aviation Administration, lays out potential development of the airport's core, as well as surrounding land, including a possible hotel or office park, quarry and parking.

Developing airport land could help pay for the expenses RDU expects to face in the coming years as it replaces runways and taxiways, builds a consolidated rental car facility and makes other improvements. Airport officials expect to have to rebuild the longest runway in the next three to five years.

Kristie VanAuken, RDU's vice president of communications and community affairs, has said the airport's main focus is rebuilding a runway and making it possible to add up to 23 new gates as needed in the next 25 years.

Without a new runway, the airport would be left with only one commercial runway, and at 7,500 feet, it isn't long enough to accommodate trans-Atlantic or trans-continental flights. A new runway also would be needed if the airport hopes to attract a flight to [China](#).

Members of groups like Triangle Off-Road Cyclists and The Umstead Coalition say they don't take issue with proposed projects within the airport's core. They are most concerned about a potential quarry that is listed as a possible use for land south of Umstead.

The RDU Forest Coalition is pushing for the preservation of more than 600 acres of land between the Lake Crabtree and Umstead parks. They want the area to be used for an expansive system of trails and supporting businesses.

More than 7,000 [supporters](#) have signed an [online petition](#) asking the airport authority to preserve the forested land and existing recreational trails to be used for the project.

The Umstead Coalition sent out an email blast Thursday encouraging outdoor enthusiasts to attend Monday's open house in support of this vision for more than 50 miles of trails with nearby brew pubs, outdoor stores, bike rentals, rope courses, zip lines and more.

"We are anxious to see what their financial story is, but we remain very concerned about the proposed, controversial quarry," Jean Spooner, chair of The Umstead Coalition, said in an interview. "We still want to work with the RDU Airport Authority on alternative evaluations for that land."

RDU spokesman Andrew Sawyer said only the funding of major airport projects will be discussed at the open house, not the future use of land.

"We are not discussing land use at this meeting so that's not going to be a part of the discussion," he said.

## Raleigh and 2 other NC cities among top 10 best cities to drive in

The News and Observer By Abbie Bennett July 11, 2017

RALEIGH – Raleigh, Greensboro and Winston-Salem are among the top 10 best cities to drive in.

Using data for gas prices, annual hours of traffic delays, auto-repair shops per capita, repair costs, parking rates, accident likelihood and more, personal finance website [WalletHub](#) studied the 100 largest cities in America to determine which ones are the least painful to drive in.

Greensboro was the top-ranked North Carolina city, coming in at No. 3, followed by Winston-Salem at No. 7 and Raleigh at No. 10.

Greensboro was ranked first in the U.S. for lowest annual hours spent in congestion per driver. It also came in at No. 3 for lowest auto-maintenance costs.

Winston-Salem was No. 1 in the country for lowest parking rates. Greensboro was No. 4.

Raleigh didn't make the top 5 for any individual ranking.

The top 10 in order were: Corpus Christi, Texas; Gilbert, AZ; Greensboro; Mesa, AZ; El Paso, Texas; Laredo, Texas; Winston-Salem; Plano, Texas; Scottsdale, AZ; and Raleigh.

To see the full ranking, go to [wallethub.com/edu/best-worst-cities-to-drive-in/13964](http://wallethub.com/edu/best-worst-cities-to-drive-in/13964).

## NCDOT: \$32.3M highway lighting revamp will pay for itself in energy savings

Triangle Business Journal By Lauren K. Ohnesorge July 12, 2017

The state of North Carolina wants to replace existing highway lighting statewide with energy-efficient LEDs. It's part of a massive project with a \$32.3 million price tag.

But officials insist it will pay for itself in energy savings.

A guaranteed energy savings contract with Minnesota's Trane US Inc. calls for replacing the lights as well as installing a new monitoring and control system. Brady Trane Services, the firm's North Carolina affiliate, has been working directly with NCDOT since being awarded a project in 2014, says NCDOT spokesman Steve Abbott.

The initial project was to identify scopes of work for energy conservation measures across NCDOT's 14 divisions. A guaranteed energy savings contract can only be entered into when the energy savings resulted from the performance of the contract is expected to equal or exceed the cost of the contract.

In this case, the new contract covers 15 years, with a total guaranteed savings of about \$51.4 million in electrical and operational costs, Abbott says. NCDOT expects the maintenance of both the upgraded roadway lights and the monitoring system to be paid for entirely from project savings.

If all goes as planned, work can start later this month, with the construction targeted for completion in November 2018.

After just the first year of construction, NCDOT projects the total savings to exceed \$3.3 million for the state. As those efficiencies are being realized, initial costs will be financed through Bank of America under a 2.1 percent interest rate.

In total, the Trane contract breaks down to about 10,689 new roadway light fixtures at 353 locations, including sections of I-40 and I-85 in Durham and stretches of I-40, I-440 and 540 in Wake County.

Additionally, it means 12,128 upgraded fixtures in 683 buildings, from visitor centers to rest areas to NCDOT maintenance facilities. The contract also calls for a monitoring and control system to keep tabs on both the savings and maintenance needs over the next 15 years.

The contractor has tapped both General Electric and Holophane as the LED providers.

According to a proposal within the Council of State agenda, about 120 workers, including engineers, managers and factory workers, will be employed over the 16-month construction period.

The Division of Environmental Assistance and Customer Service in the Department of Environmental Quality asked the Council of State to approve NCDOT's contract with Trane, as well as the financial contract with Bank of America at its meeting Tuesday. Requests were approved, according to NCDOT.

## **Durham-Orange light rail one step closer to \$1.2B in federal dollars**

The Herald-Sun By Tammy Grubb July 28, 2017

DURHAM – Questions about whether federal budget discussions would halt the \$2.47 billion Durham-Orange light-rail transit project were answered Friday.

The Federal Transit Administration approved moving the 17.7-mile light-rail project into the engineering phase — the last design piece before learning whether the counties could get 50 percent of the project's funding by 2020 from the federal government.

"Today marks an important step forward for the Durham-Orange Light Rail Transit project and our region's transportation future," said U.S. Rep. David Price, D-N.C. "I will continue working to ensure the federal government remains an active partner in this effort."

The final federal decision also depends on the project getting up to 10 percent of its funding from the state and the remaining 40 percent from regional partners — roughly \$890 million, plus interest on short- and long-term debt. GoTriangle plans to repay the debt through 2062.

The local split is estimated at \$316.9 million for Orange County taxpayers and \$1.5 billion for Durham County taxpayers, largely from vehicle registration fees, car rental fees and a half-cent transit sales tax. Officials also are working with the public-private Funding and Community Collaborative to secure land and cash donations.

GoTriangle announced the FTA's decision in a news release Friday. The project was submitted for consideration in April, but federal budget discussions this spring cast doubt on whether the money in the FTA's New Starts and Small Starts programs would be there for major transit projects nationwide.

"FTA has determined that GoTriangle has the technical capacity and capability to effectively manage the Engineering phase of the Project," the FTA letter stated.

However, the FTA also reiterated that President Donald Trump's 2017-18 budget doesn't include any new money for large transit projects, "and thus GoTriangle acknowledges that it is undertaking additional work at its own risk which may not receive any Capital Investments Grant funding."

The letter rates the project as “medium” — the minimum rating on a five-point scale required to enter engineering. FTA officials want more information about what would happen if there are unexpected cost overruns or funding shortfalls, financing costs through 2032, and other risks to the project’s cost and schedule.

GoTriangle officials noted the project got favorable ratings in three major areas — local financial commitment, project justification and engineering readiness. The project was measured for its mobility improvements, environmental benefits, congestion relief, economic development effects, land use and cost-effectiveness.

“We would like to sincerely thank the Federal Transit Administration for its support and collaboration on the Durham-Orange Light Rail Transit project,” GoTriangle General Manager Jeff Mann said. “We are pleased to continue working closely with our local, state and federal partners to deliver Durham and Orange counties’ plans for enhanced bus service, commuter rail, a new Amtrak station in Hillsborough and the light-rail project.”

GoTriangle officials will discuss the project’s rating and FTA requests next week and what those mean for the project, spokesman Juan Carlos Erickson said. The \$70 million engineering contract was approved this spring and the work is in progress.

Meanwhile, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization plans to resubmit the project for North Carolina Department of Transportation funding. The project remains on track for construction in 2020, with service beginning in 2028, GoTriangle officials said.

If built, the light-rail line would link UNC Hospitals in Chapel Hill with Duke and N.C. Central universities in Durham. The plan includes 18 stations connecting residents to education, work, home and retail centers.

Durham County Commissioner Ellen Reckhow called Friday’s decision great news for Durham and Orange counties.

“The light rail will give our communities an option for a congestion-free commute with predictable travel times and offer direct connections to three hospitals, three major universities and job centers,” said Reckhow, also a GoTriangle board member. “It also will help create thousands of new jobs for our region.”

## **GoTriangle says ‘medium’ is good news for Durham-Orange light rail line**

The Herald-Sun By Tammy Grubb July 31, 2017

CHAPEL HILL – GoTriangle officials say a “medium” rating from the federal government is a good sign for the \$2.47 billion Durham-Orange Light-Rail Transit project.

The Federal Transit Administration rating, announced Friday, is the minimum required to move the 17.7-mile project into the engineering phase. The rail line would connect UNC in Chapel Hill with Duke and N.C. Central University in Durham, and points in between.

The FTA bases its ratings on local money dedicated to the project, whether a project is ready for engineering, and how it meets other criteria, like congestion relief.

“Our overall rating is good news and keeps Durham and Orange County’s project on track to be eligible for more than \$1 billion in federal investment,” Jeff Mann, GoTriangle general manager, said in an email.

FTA documents released Monday rated GoTriangle “medium-high” on current capital and operations, and “medium” for having 39 percent of the local and state money committed at this point.

[Click here to read the letter from the Federal Transit Administration.](#)

[Click here to read the financial rating assigned to the DOLRT project.](#)

The FTA also rated GoTriangle's financial estimates "medium-low," noting that cost projections and expected revenues from a half-cent transit sales tax are reasonable. However, it questioned the "optimistic" outlook for vehicle registration and car rental fee revenues, the anticipated growth in light-rail operating costs, and fare revenue projections.

FTA officials do not comment publicly about proposed projects but said in an email that "project ratings are 'point in time' evaluations, and as projects advance through the program, costs and benefits may change." All projects get a new rating before grants are awarded.

Although most transit projects since 2010 were rated "medium-high" when they got federal grants, Charlotte's LYNX Blue Line and Blue Line Extension projects were rated "medium" when approved for engineering. Both maintained "medium" ratings for project criteria, but their financial plans were upgraded to "medium high" prior to being funded in 2002 and 2012.

GoTriangle's light-rail project manager Danny Rogers also led Charlotte's light-rail extension project.

"We're very much in the same boat as we were in Charlotte when we did that (project)," Rogers said. "The names of the phases are a little different, but it's still the same thing."

Looking ahead

#### **Q. What happens next?**

An FTA-appointed project management oversight contractor and GoTriangle will complete the project's design, schedule and costs, and confirm that state and local funding is available. A formal risk assessment could be done over the next six months.

If all goes as planned, GoTriangle could submit the project for a federal budget recommendation in 2018, and it could be approved for a \$1.2 billion from the 2019-2020 federal budget. The money would be paid in \$100 million installments over the next 12 years.

#### **Q. What could the state pay?**

The state legislature has capped light-rail project funding at 10 percent of the total cost, or \$237 million. However, the final amount of state funding will depend on how the N.C. Department of Transportation scores the project.

#### **Q. How will we pay the local share?**

Orange and Durham counties will split 40 percent of the project's final cost, estimated at \$990 million. Plans for short- and long-term debt could generate \$913 million more in interest, repayable through 2062.

Orange County's share would be roughly \$332 million, while Durham County would pay about \$1.5 billion. That money will come from a half-cent transit sales tax and vehicle registration and car rental fees. The agreement between GoTriangle and the counties states no other tax dollars have to be used for the project.

A public-private Funding and Community Collaborative is seeking cash and land donations that could cover \$100 million of the local construction cost.

#### **Q. What is the financial risk?**

GoTriangle has spent roughly \$33 million so far, primarily for a required environmental impact study. Another \$70 million is being spent on engineering. The FTA could reimburse half of the money if the project gets a federal grant.

#### **Q. What happens if there are cost overruns, or the local, state or federal money isn't there?**

The light-rail project budgets an amount equal to roughly 30 percent of the construction cost for unexpected expenses. The FTA's project management oversight contractor monitors the project and changes in the cost estimates, helping GoTriangle find ways to cut costs if necessary.

The project probably won't be built without the anticipated state and federal money, GoTriangle has said.

**Q. How will the federal budget affect the light-rail plan?**

The Congressional Research Service reports a lot of debate at the federal level about whether the benefits of Capital Investment Grant projects, such as light rail, justify the cost. However, congressional committees recently rejected President Donald Trump's budget plan that phases out the CIG program.

The Senate and House appropriations committees recently approved draft Transportation, Housing and Urban Development, and Related Agencies funding bills that direct the FTA to continue moving projects through the CIG funding pipeline.

The Senate bill includes \$2.13 billion for CIG projects next year – \$380 million more than the House version but \$168 million less than now authorized.

The full House and Senate still must approve the committee recommendations, and Trump has to sign the final bill. Negotiations could begin in September.