



CHAPEL HILL TRANSIT  
Town of Chapel Hill  
6900 Millhouse Road  
Chapel Hill, NC 27514-2401

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[www.townofchapelhill.org/transit](http://www.townofchapelhill.org/transit)

## CHAPEL HILL TRANSIT PUBLIC TRANSIT COMMITTEE

### NOTICE OF COMMITTEE MEETING AND AGENDA

April 25, 2017 – 11:00 A.M. to 1:00 P.M.

#### CHAPEL HILL TRANSIT – FIRST FLOOR CONFERENCE ROOM

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9. Adjourn	

**MEETING SUMMARY OF A REGULAR MEETING OF THE PUBLIC TRANSIT COMMITTEE  
1<sup>ST</sup> FLOOR TRAINING ROOM, CHAPEL HILL TRANSIT**

**Tuesday, March 28, 2017 at 11:00 AM**

Present: Ed Harrison, Chapel Hill Town Council  
Michael Parker, Chapel Hill Town Council  
Julie Eckenrode, Assistant to Town Manager, Carrboro  
George Cianciolo, Chapel Hill Town Council  
Cheryl Stout, UNC Transportation and Parking  
Than Austin, UNC Transportation & Parking  
Brad Ives, UNC Associate Vice Chancellor for Campus Enterprises  
Bethany Chaney, Carrboro Alderman  
Damon Seils, Carrboro Alderman

Absent:

Staff present: Brian Litchfield, Transit Director, Flo Miller, Deputy Town Manager, Rick Shreve, Budget Manager, Nick Pittman, Transit Planner, Mila Vega, Transit Planner, Katy Luecken, Training Coordinator, Tina Moon, Carrboro Planner

Guests: Fred Lampe, John Morris, Heidi Perov Perry, Charles Humble, Molly DeMarco

1. The Meeting Summary of February 28, 2017 was received and approved.
2. **Employee Recognition** –
3. **Consent Items**
  - A. February Financial Report – This was provided for the Partners information.
4. **Discussion Items**
  - A. FY 2017-18 Budget Update – The budget schedule was reviewed. Transit goals for 2017-18 were discussed including consolidating, consider prioritization and tasks vs. strategies. The key budget issues/items identified were orange county revaluation, health and personnel, OPEB, fuel (discussion of the fuel contract and terms), capital needs (request to develop comparison between the strategic plan and the actual capital replacement plan). The OCBRIP was also discussed.
  - B. Potential FY 2017-18 Service Adjustments – Items discussed were
    - Should the entire system be reviewed and redesigned
    - Interest in Sunday Service

- Interest in conducting downtown shuttle study
- Explore DX and V adjustments
- NS, CW, V Sat will be communicated to GoTriangle for inclusion into the draft plan. Include over options in case additional funding is available.

C. Financial Sustainability Study – Service Planning Phase – There was an overview of the study findings:

- Adjust schedule
- Move forward with NN
- Strong public outreach is necessary.

D. Service Requests - Partners would like to better understand on-street amenities program (e.g. shelters).

#### 5. Information Items

A. North South BRT Project Update – There was a brief update of the current state of funding proposed in the latest draft OCBRIP

B. Training and Recruiting Update – There was a presentation providing an overview of various training tools and strategies.

C. Federal Legislative Update – Provided for Partners information.

D. February Performance Report – Provided for the Partners information.

#### 6. Departmental Monthly Reports

A. Operations – This item was provided for the Partners information.

B. Director – This item was provided for the Partners information.

#### 7. Future Meeting Items

#### 8. Partner Items

9. **Next Meeting** – March 28, 2017

10. Adjourn

The Partners set a next meeting date for March 28, 2017
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## 3A. March Financial Report

Prepared by: Rick Shreve, Budget Manager

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**March 2017**

- Expenses for the month of March were \$2,699,653. Along with the encumbrances, which are heavily weighted towards the beginning of the fiscal year, approximately 60.45% of our budget has been expended or reserved for designated purchase (e.g. purchase orders created for vehicle maintenance inventory supplies encumber those funds, and show them as unavailable for other uses).
  - This month's data includes a few elements that warrant pointing out, as they alter the typical patterns we see:
    - March is one of the two months annually in which we experience three payrolls, so the expenditures are naturally higher.
    - CHT obtained the funds for the installment financing and that will appear on our books until the expenses are realized for the incoming buses.
  - This is also somewhat skewed by the encumbrance of \$967,000 for the financing of buses. That money appears in these numbers as budgeted funds that are encumbered, which affects the totality of the available budget.
  - Overall, looking at individual divisions, one can see that we are in line with monthly expenditures for operating purposes.

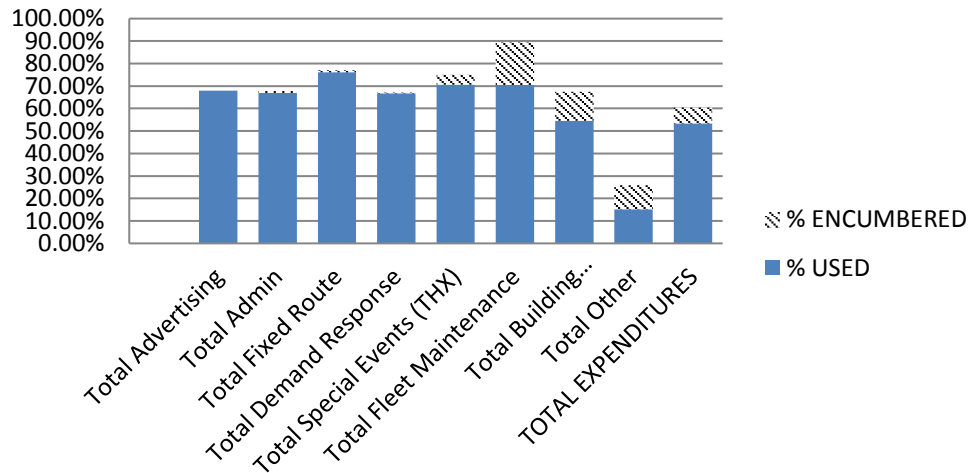
***Highlights***

- This data reflects the first nine months of this fiscal year, and follows expected trends, with the caveats stated above. This aggregation of expenses and encumbrances is consistent with years past, and is perfectly in line with what we would expect at this point in the year.
- The attached data exhibits the financial information by division within CHT, should be a useful tool in monitoring our patterns as the year progresses, and is a high-level representation of the data used by our division heads.
  - It is worth noting that the "Special Events" line is mostly comprised of Tar Heel Express expenses, and the line labeled "Other" is comprised primarily of special grant-funded expense lines that are not permanent fixtures in the division budgets.

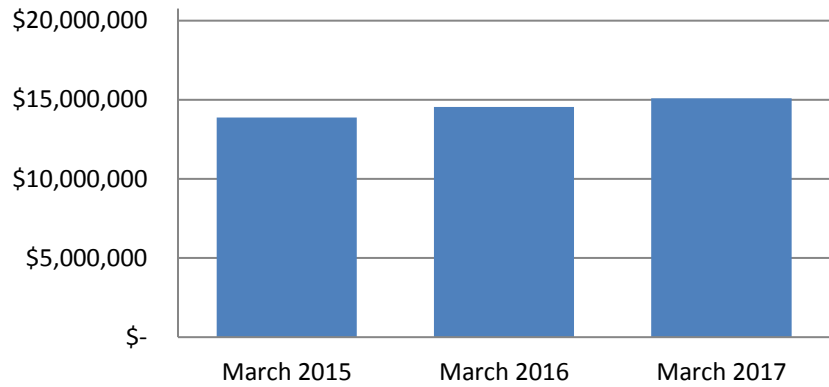
**Transit 640 Fund Budget to Actual at end of March 2017**

	ORIGINAL BUDGET	REVISED BUDGET	ACTUAL MONTH EXPENSES	ACTUAL YTD EXPENSES	CURRENT ENCUMBRANCES	BALANCE AVAILABLE	% USED OR ENCUMBERED March =
Total Advertising	\$ 95,337	\$ 93,937	\$ 8,750	\$ 63,756	\$ -	\$ 30,181	67.87%
Total Admin	1,607,297	1,603,697	150,339	1,072,976	13,993	516,728	67.78%
Total Fixed Route	10,143,298	9,768,926	989,170	7,442,663	85,153	2,241,110	77.06%
Total Demand Response	2,091,043	2,092,543	177,883	1,396,767	6,080	689,697	67.04%
Total Special Events (THX)	327,601	327,601	31,036	231,263	14,586	81,752	75.05%
Total Fleet Maintenance	4,149,481	4,270,481	347,694	3,010,882	803,579	456,020	89.32%
Total Building Maintenance	800,533	815,060	56,545	445,225	105,036	264,798	67.51%
Total Other	1,160,640	9,325,105	938,237	1,418,814	993,817	6,912,474	25.87%
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,375,230</b>	<b>\$ 28,297,350</b>	<b>\$ 2,699,653</b>	<b>\$ 15,082,345</b>	<b>\$ 2,022,245</b>	<b>\$ 11,192,760</b>	<b>60.45%</b>

**CHT March 2017 YTD Expenses as % of Budget**



**CHT Total YTD Expenses - Previous Years Comparison**



## 4A. North-South BRT

Action: Review drafts and authorize release to the Technical Committee and publication

Staff Resource: Mila Vega, Manager of Transit Development

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**North-South Bus Rapid Transit (NS BRT) Project Development Phase – Professional Services**

Chapel Hill Transit (CHT) staff has developed Requests for Qualifications (RFQs) for environmental and design professional services to advance the project through the Small Starts Project Development. RFQ drafts are attached. RFQs are compliant with all required local, state and federal regulations. Both procurements will follow the schedule below:

- RFQ Issued: May 1, 2017
- Pre-Proposal Conference: May 12, 2017; 1:00 PM
- Questions Due: May 19, 2017; 5:00 PM
- Final Responses to Questions (Addendum): June 2, 2017; 5 PM
- Proposals Due: June 16, 2017; 12:00 PM
- Oral Presentations: June 26-30, 2017
- Selection Recommendation: July 7, 2017
- Contract and Scope of Services Approval: July 21, 2017
- Contract Award: July 31, 2017

Staff has shared the drafts with the Town procurement staff as well as the FTA's project team. Upon the Partners review, the documents will be shared with the Technical Committee and published to begin the procurement process.

Once CHT receives proposals, a committee of CHT/Town of Chapel Hill and Partners staff will review all submittals adhering to the requirements of the RFQs. The committee will make contract award recommendations to the Partners and the Town.

**Fiscal Note:** It is estimated that the total cost for both procurements will be up to \$2.65M in FY18 assuming work begins early in the fiscal year. CHT has funding available through the Orange County Bus and Rail Investment Plan to conduct this work.



**Notice of Request for Qualifications (RFQ)**

**For**

**North-South Bus Rapid Transit National Environmental Policy Act (NEPA) Study**

**BID:**           **xxx**

**TO:**            **ALL PROSPECTIVE BIDDERS**

**FROM:**       **Zakia Alam, Purchasing and Contract Manager**

**SUBJECT:**   **REQUEST FOR QUALIFICATIONS FOR: North-South Bus Rapid Transit  
National Environmental Policy Act (NEPA) Study**

**DATE:**       **xxx**

The Town of Chapel Hill is requesting qualifications for North-South Bus Rapid Transit National Environmental Policy Act (NEPA) Study. Sealed proposals are due to the Purchasing & Contracts Manager, Town of Chapel Hill, and 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by **xxx**.

CHT will conduct a Pre-Proposal Conference on **xxx** at CHT's Administrative Offices (6900, Millhouse Road, Chapel Hill, NC 27516). Each and every potential Proposer is invited to attend the Pre-Proposal Conference. CHT reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by CHT during this meeting will not be binding upon CHT until they are placed in written form by CHT and given to all interested proposers. Proposers seeking a written response by CHT to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to CHT in advance. CHT will make every effort available to respond at the Pre-Proposal Conference. Attendance is encouraged by CHT, but is not mandatory.

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Any questions regarding this RFQ should be sent via email to Mila Vega at [mvega@townofchapelhill.org](mailto:mvega@townofchapelhill.org) with “**NORTH-SOUTH BUS RAPID TRANSIT NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) STUDY**” in the subject line. Questions should be sent no later than **xxx**. Responses to the questions received will be issued as an Addendum by **xxx** and will be published on the Town’s website [www.townofchapelhill.org](http://www.townofchapelhill.org) under Bids.

Proposal submittal questions should be directed to Zakia Alam, Purchasing at **(919)xxx** or email at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org).

**Publications:**

**Date:**

Town of Chapel Hill Website <a href="http://www.townofchapelhill.org">www.townofchapelhill.org</a>	<b>xxx</b>
Passenger Transport	<b>xxx</b>
Greater Diversity News	<b>xxx</b>



## **I. SUBMITAL INSTRUCTIONS**

**IMPORTANT NOTICE TO POTENTIAL PROPOSERS:** Receipt of these proposal documents does not indicate that Chapel Hill Transit/Town of Chapel Hill has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your proposal submission compared to the specific requirements and qualifications contained in these RFQ documents.

**All submittals must be received at the location below by 12:00 PM EDT on xxx:**

Zakia Alam, Purchasing & Contracts Manager  
405 Martin Luther King Jr. Blvd.  
Town of Chapel Hill  
Chapel Hill, NC 27514  
Phone # (919) 969-5025

Any proposal received after the date and time specified in this RFQ will not be considered and returned, unopened, to the proposer. To confirm receipt, you may contact Mila Vega at [mvega@townofchapelhill.org](mailto:mvega@townofchapelhill.org) or 919.969.4916.

Two (2) hard copies of the proposal plus eighteen (18) electronic copies of all submitted materials on compact discs (CDs) in PDF format must be submitted in a sealed envelope, clearly marked with the RFP title, “**NORTH-SOUTH BUS RAPID TRANSIT NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) STUDY**” RFP # **xxx**, and due date. Each proposal and CD should be labeled with the company name, RFQ number, title, and due date. It is the responsibility of each proposer to assure that the information submitted in both its written proposal and CDs are consistent and accurate. If there is a discrepancy, the information provided in the written proposal shall govern.

## **II. SUBMITTAL CONTENTS**

Proposers must prepare their proposals organized in the manner and sequence in which the information is requested in this section. Proposals shall be concisely prepared and bound to ensure that portions of the submission do not become separated. Proposals submitted by facsimile or e-mail will not be accepted. Failure to include the requested information may result in the elimination of the proposer from consideration. Materials other than those specifically requested at each stage

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of the selection process will not be considered and must not be submitted at any time during the selection process.

The proposal shall not exceed 50 pages not including **Work Samples and References**.

Submittals shall include the following:

**Letter of Interest:**

- Include the name and address of the prime Consultant and the state in which it is incorporated and chiefly located; and,
- include the name and address of each sub-consultant, the state in which each entity is incorporated and chiefly located; and,
- briefly describe the proposer (prime and sub-consultants) and its interest in performing the required professional services; and,
- include the name, address, phone and e-mail address of the designated contact for the proposer (prime consultant); and,
- include a statement indicating any judgments against the proposer (prime, sub-consultants and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services; and,
- acknowledge all addenda to the RFQ document (each addendum must be identified); and,
- sign by a duly authorized official of the consultant firm or other person fully authorized to act on behalf the firm or team.

**Forms and Certificates:**

- Disadvantaged Business Enterprises (Section X)
- Debarment for Primary Contractor and for subs (Section X)
- Lobby Certification (Section X)

**Firm and Staff Qualifications:**

The proposal shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- A) Information regarding the firm's previous experience with similar or related projects (performed within the last 5 years). It should contain a brief description of these projects and project staffing.
- B) Information demonstrating the firm and staff capabilities to perform all aspects of this particular project.
- C) Information regarding the expertise and experience of staff person(s) to be assigned to work on the project. It should also contain specific proposed responsibilities of the project staff

person(s), coordination activities with CHT staff and estimated workdays of participation. Provide a description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility and the names and current professional licenses (e.g., PE) of key personnel assigned to the project along with their areas of responsibility. Identify commitment level of personnel assigned to the project. Include a concise resume for each member of the key personnel that will be assigned to the project. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of CHT/Town of Chapel Hill.

- D) Information on the current and projected workload of key staff to be assigned to this project; including level and magnitude of involvement, and start and completion dates.
- E) Three (3) references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.
- F) If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the services the firm performed well as related projects and references.

**Technical Approach:**

Proposals shall include a response to each item or task in the Scope of Services. The proposer will identify how the item requirements will be met. Each response will also include, but is not be limited to, a detailed statement of how the proposer intends to approach the work required.

Should there be any disclaimers or caveats pertaining to the provision of services and start-up of services as described in CHT's specifications, they must be listed. Except as clearly stated in this section, it shall be assumed that CHT's Scope of Services shall supersede any and all such approaches that may be described and/or included in the proposal. Additional tasks or analysis that will enhance the overall quality of the study may be proposed. Costs for any additional proposed work should be identified as an option.

*Each proposer is encouraged to present potential modifications and enhancements to the Scope of Services that it believes to be important in executing the project.*

**Management Plan and Anticipated Schedule:**

The Management Plan should demonstrate how the proposer will manage their responsibilities, schedule the work to be performed and work with CHT personnel. The schedule should begin from start-up in days, phases, and/or steps. It should include the following:

- Major work tasks and key milestone dates for the project, based on days after notice to proceed.
- Logical dependencies to indicate what work must be accomplished before other work can begin.

Indicate timing and the nature of interim and progress reports at appropriate milestones.

**Work Samples and References:**

Submit samples of a deliverable product from two (2) projects of similar scope and nature that best illustrate the proposer’s qualifications for the project. For each project, list the names of key personnel and their responsibilities. Also provide the name and contact information for a person associated with each of the owners or the organizations that contracted for the professional services who is very familiar with the project and the firm’s performance. The selection committee will look for evidence of experience on federally funded transportation structures and transit operations projects, public outreach experience, and public/private development initiatives in this section of the RFQ.

Work samples will NOT count toward the 50-page limit of the proposal. Please note that only one hard copy of each sample is required as a part of the RFQ response submittal, and should be submitted under separate cover from (i.e., not bound to) the proposal.

**Disadvantaged Business Enterprise (DBE) Information:**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. CHT’s goal for participation of Disadvantaged Business Enterprises (DBE) is 2%. Disadvantaged Business Enterprise will require proof of certification.

**III. SELECTION PROCEDURE**

**EVALUATIONS**

A committee of CHT/Town of Chapel Hill and partner staff will review all submittals adhering to the requirements of this RFQ. After the qualifications have been reviewed, the review committee will determine if a “short list” of Consultants, if necessary. If a “short list” is deemed necessary, Consultants may be invited to an interview with representatives of CHT/Town of Chapel Hill and its partners. For the interview, each consultant’s principal civil engineer and project manager proposed for the design team must be present. These are the persons who will work with CHT staff on a day-to-day basis during the course of the project.

An evaluation panel of CHT staff and project stakeholders will review the proposals and conduct interviews. The panel will rank the proposals based on their understanding of the project, proposed work plan and project team experience on similar projects. Contract negotiations will be conducted with the top-ranked consultant relative to work plan and fees. If an agreement cannot be satisfactorily negotiated with the top ranked consultant, negotiations will be terminated and staff will enter into negotiations with the second-ranked consultant, and so on until an agreement can be reached.

All submittals made in response to this RFQ will be evaluated according to the following criteria.

<b>Criteria</b>	<b>Max Score</b>
Environmental Review Specifications	55
Public Engagement/Outreach	30
Project understanding and proposed approach and methodology	25
FTA Coordination and Support	15
Qualifications and experience of key project team members, including subcontractors, who will be actively involved in the work	15
Relevant and demonstrated experience/expertise on similar projects, including experience working on transit projects, public participation, and public-private partnership initiatives	15
Overall Firm Qualification and capability of the lead firm to manage the work	10
References	10
Project Management Plan	10
Quality of related work and knowledge exhibited in both written and graphical form and in presentations	10
Compliance with the RFQ Submittal Contents	5
<b>Highest Possible Score</b>	<b>200</b>

After a Consultant is selected, the appropriate CHT staff members will negotiate with the successful Consultant to draft a final scope of work and fee schedule. During negotiations, the selected Consultant must demonstrate that it has adequate and qualified staff and the necessary resources to perform the work. If CHT and the selected consultant are unable to agree to terms for a mutually acceptable contract, one of the other short-listed consultants may be selected or the project may be re-advertised. CHT reserves the right to reject any or all submittals, to waive technicalities, and to be the sole judge of the suitability of consultants to provide the desired services. CHT reserves the right to engage in consultant services that are determined to best meet the interests of CHT.

#### **PLANNED PROCUREMENT SCHEDULE**

- RFQ Issued: May 1, 2017
- Pre-Proposal Conference: May 12, 2017; 1:00 PM
- Questions Due: May 19, 2017; 5:00 PM
- Final Responses to Questions (Addendum): June 2, 2017; 5 PM

- Proposals Due: June 16, 2017; 12:00 PM
- Oral Presentations: June 26-30, 2017
- Selection Recommendation: July 7, 2017
- Contract and Scope of Services Approval: July 21, 2017
- Contract Award: July 31, 2017

### **INTERPRETATION OF RFQ DOCUMENTS**

No oral interpretations will be made to any consultants as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this RFQ must be sent in writing (mail, e-mail, or fax) to the CHT Project Manager and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. CHT will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract. The CHT Project Manager will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.

### **ORAL PRESENTATION**

An oral presentation of the proposal may be requested of any consultant, at the Selection Committee's discretion.

### **ADDENDUM TO RFQ**

Any addendum issued will be considered part of the RFQ document and will prevail over inconsistent or conflicting provisions contained in the original RFQ document. It will be available for download from the CHT web site in the same manner as the RFQ document.

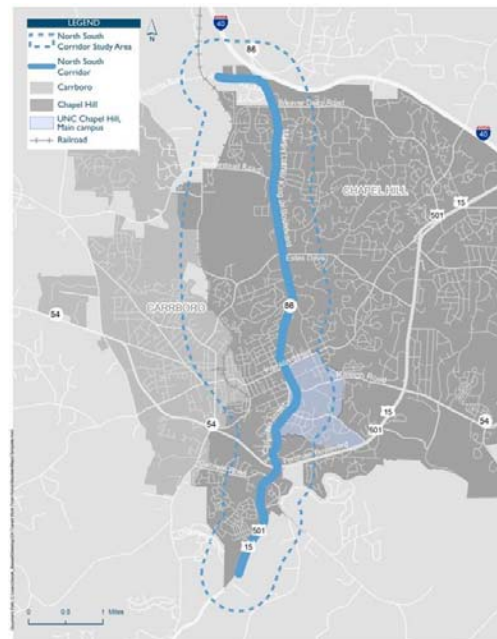
Proposer shall acknowledge receipt of all addenda in their Letter of Interest. As with other required documentation, Proposals that fail to reference receipt of the addendum as indicated may be excluded from further consideration.

A revised due date of Proposer's Proposal (if applicable) shall be stated in each addendum.

#### **IV. BACKGROUND AND STUDY PURPOSE**

The Town of Chapel Hill, acting by and through Chapel Hill Transit (CHT) is seeking a qualified consultant team to perform National Environmental Policy Act (NEPA) Study in conformance with Federal Transit Administration (FTA) requirements and guidelines for **North-South Bus Rapid Transit (NS BRT) Project**.

**Chapel Hill Transit Overview:** CHT, the second largest transit system in North Carolina, is the public transportation provider for the Town of Chapel Hill, the Town of Carrboro, and the University of North Carolina-Chapel Hill (UNC). CHT provides over seven million annual rides in a service area of 62 square miles. The two towns and the university share annual operating and capital costs associated with CHT on a contractual basis. CHT provides fare-free, fixed-route bus service on 31 weekday and weekend routes and EZ Rider demand response (ADA) service. CHT has a fleet of 121 vehicles (99 fixed-route and 22 demand response) – covering over 2.5 million annual miles.



**NS BRT Overview:** The project was identified during the North-South Corridor Study. The North-South Corridor Study was led by Chapel Hill Transit (CHT) in coordination with the Chapel Hill Transit Partners, which includes the Town of Chapel Hill (ToCH), the Town of Carrboro (ToC) and the University of North Carolina - Chapel Hill (UNC). The project corridor runs along the Martin Luther King, Jr. Boulevard (Historic Airport Road/NC Hwy 86), South Columbia Street, and US 15-501 South. This 8.2-mile corridor has its northern terminus at the Eubanks Road park-and-ride lot and its southern terminus at US 15-501 at the Southern Village park-and-ride lot. The study concluded with selection of a Locally Preferred Alternative (LPA).

**The LPA was adopted by the Chapel Hill Town Council in April 2016. NS BRT was accepted into the FTA’s Small Starts Project Development phase in November 2016.**

The goals of the NS BRT are to:

- improve accessibility, increases frequency, connectivity, reliability, capacity and convenience and decrease travel-times for riders;
- improve the level of service and increases ridership to the UNC campus/hospital and provides a necessary connection to the new campus at Carolina North;



- provide access and connection to the proposed UNC Light Rail Station;
- provide more accessible, safe, and comfortable stations/stops with pedestrian connections to activity centers in the corridor;
- support future development within the corridor and provides benefits to existing neighborhoods, including low income and minority populations; and,
- generate wide public and stakeholder support and encourages partnerships among agencies, businesses and organizations in the corridor.

**North-South Corridor Study materials are available online and should be reviewed by the Consultant: [www. http://nscstudy.org/](http://nscstudy.org/)**

The Consultant will also review and identify any recommendations from the following list of previously developed studies, or studies in development that are highly relevant to the NS BRT, and incorporate those recommendations when possible. A copy of these studies will be provided to the Consultant (in electronic format where possible):

- Chapel Hill 2020 Comprehensive Plan  
<http://www.townofchapelhill.org/Modules/ShowDocument.aspx?documentid=15001>
- Bus and Rail Investment Plan for Orange County  
<http://www.dchcmo.org/dmdocuments/DraftOrangeCountyPlanMay112012.pdf>
- 2040 Metropolitan Transportation Plan (2045 if available)  
<http://www.townofchapelhill.org/index.aspx?page=2041>
- Eubanks Road Park and Ride Feasibility Study
- Carolina North Transportation Impact Analysis Fall 2009 Update  
[http://townhall.townofchapelhill.org/agendas/2009/05/11/additional\\_info/additional%20info-Carolina%20North%20TIA%20Presentation%205-11-09%20final.pdf](http://townhall.townofchapelhill.org/agendas/2009/05/11/additional_info/additional%20info-Carolina%20North%20TIA%20Presentation%205-11-09%20final.pdf)
- Carolina North Development Agreement  
<http://www.townofchapelhill.org/index.aspx?page=1232>
- Triangle Transit Regional Transit Plan  
<http://www.ourtransitfuture.com/>
- Chapel Hill Northern Area Task Force Report  
<http://www.townofchapelhill.org/index.aspx?page=597>
- Chapel Hill Residential, Office and Commercial Market Studies
- Estes Drive Corridor Study
- Central West Focus Area Study (ongoing)
- Draft Chapel Hill-Carrboro Long Range Transit Plan
- UNC Chapel Hill Transportation and Parking Five Year Plan (March 2011)  
<http://www.unc.edu/depts/trustees/PP%20311%20A&F%20Parking.pdf>



Additional studies and plans might be identified during the course of the study.

## **V. STUDY MANAGEMENT**

A study management team, headed by CHT, will manage the study in a collaborative effort. A Policy Committee and a Technical Committee will be created to provide technical and policy guidance to the consulting team selected to conduct the study. The project team will coordinate all study efforts with citizens, businesses, organizations, developers, media outlets, and local, state and federal officials.

**The Policy Committee** will be responsible for the overall direction of the study and will be comprised of elected, government and organizational officials from the study area. The committee members will provide policy guidance throughout the study process. The committee will meet at major milestones during the study to facilitate the analysis, community input and study deliverables. The Consultant is expected to attend committee meetings to update on the study progress and identify issues for resolution. The committee will meet approximately quarterly.

**The Technical Committee** will be responsible for advising the Consultant on technical issues during the study. The committee will be a cross-section of transportation, planning and development professionals from the public and private sectors, community and business leaders and appointed citizens from the Citizens Committee from the study area. The Consultant is expected to attend committee meetings and provide technical information for consideration. The committee will meet at least quarterly and more frequently as required by the study.

The makeup of the committees and their respective roles are not static, and will evolve as the study progresses.

## **VI. SCOPE OF SERVICES**

CHT is seeking services to complete the environmental review process for the proposed North-South Corridor Bus Rapid Transit (BRT) Project. It is CHT' objective to select and award a contract to a qualified Consultant(s) to provide these services related to the environmental review process under NEPA in accordance with the Federal Transit Administration's (FTA) Small Starts Program. The proposer shall refer to and follow requirements outlined in the Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program, dated June 2016, ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FAST\\_Updated\\_Interim\\_Policy\\_Guidance\\_June%202016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FAST_Updated_Interim_Policy_Guidance_June%202016.pdf)) in addition to and in response to the tasks listed below.

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The following tasks to be completed are not necessarily in sequence or comprehensive. CHT expects the awarded Consultant(s) to add additional work they know is needed to complete the Environmental Assessment (EA) work under the FAST Act.

According to the preliminary assessment conducted during the North-South Corridor Study (Alternatives Analysis), the EA level of review will most likely be sufficient to satisfy NEPA requirements. However, the Consultant should be able to develop the Environmental Impact Statement (EIS), if necessary.

The services included in this work will be completed based upon the National Environmental Policy Act (NEPA) of 1969 as amended, 41 USC §4332(2)(C); the regulations of the Council on Environmental Quality, (CEQ), 40 CFR 1500-1508; the Federal Transit Laws, 49 U.S.C. Chapter 53; National Historic Preservation Act of 1966, 16 U.S.C. §470(f); Section 4(f) of the Department of Transportation Act of 1966, as amended, Title 49 U.S.C. §303; the Federal Clean Air Act Amendments of 1990; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority & Low Income Populations, and all relevant laws and procedures of the State of North Carolina.

The following Scope of Services is intended to be a general outline of the work and not an all-inclusive description of the professional and technical services that may be required to complete the project. Proposers are invited to recommend modifications to these tasks and to exercise creativity in responding to this request. Modifications to the tasks and task sequencing, which will improve the effectiveness of the study effort, while containing costs, are encouraged.

### **Scope Summary**

#### **Task 1: Project Management, Administrative Tasks, and Agency Coordination**

- Project Management
- Agency Coordination

#### **Task 2: PMT Coordination**

#### **Task 3: Preparation and Execution of Environmental Studies**

- Land Use, Zoning and Socioeconomic Characteristics
- Cumulative Impacts
- Traffic, Parking and Transportation
- Neighborhoods and Environmental Justice
- Soils/Geology
- Parklands Resources
- Historical and Archeological Resources
- Cultural Resources

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- Visual and Aesthetic Conditions
- Air Quality
- Noise and Vibration
- Water Quality Resources
- Threatened and Endangered Species
- Ecology and Vegetation
- Contamination
- Safety and Security
- Utilities
- Construction Impacts

**Task 4: Preparation of Preliminary Draft**

- Prepare Draft Outline of CE or EA
- Prepare Preliminary Draft of CE or EA
- Circulation/Coordination of Draft

**Task 5: Preparation of Final CE or EA**

**Task 6: Secure Final FONSI**

**Task 7: Public Engagement/Outreach**

**Scope Details**

**Task 1: Project Management, Administrative Tasks, and Agency Coordination**

The purpose of this task is to define project management roles and agency coordination methods. This task will be closely coordinated with the CHT project manager and other departments, as needed.

**a. Project Management** – The Consultant shall be responsible for managing the project team to complete the EA within the project budget and schedule. The Consultant shall appoint a project manager who will be the primary point of contact with the CHT project manager. The project manager will prepare a detailed project schedule and staffing plan for the EA work, coordinate the work of all sub-Consultants, and maintain a central project file in accordance with appropriate quality standards. The project manager will prepare monthly progress reports, which will be shared with the CHT project manager and included in monthly invoices. The project manager will be responsible for all project deliverables, and will further be responsible for coordinating all quality reviews of those materials prior to delivery to CHT.

*Deliverables:*

- *Bi-weekly project updates;*
- *Monthly progress reports;*
- *Project Implementation Plan*
- *Project Quality Control Plan; and*
- *Detailed project schedule.*

**b. Administrative Tasks** – The Consultant shall be responsible for providing administrative support and materials to effectively set up and conduct meetings. This will include regular meetings (in person, by phone, or WebEx) with the CHT project manager and designee(s) and other groups. This work shall include documentation and support materials necessary to effectively complete this work.

*Deliverables:*

- *Meeting agendas;*
- *Sign-in sheets for all meetings;*
- *Meeting minutes (to be delivered within three days of the meeting); and*
- *Project timelines.*

**c. Agency Coordination** – The Consultant shall participate in coordination meetings with a Project Management Team (PMT), which will consist of staff from CHT, and other agencies as determined by CHT, to modify and finalize work plan, schedule and deliverables of the study. The Consultant shall coordinate meetings with the PMT as required to define issues to be evaluated in the EA; and participate in project briefings to local elected officials and other stakeholder groups. The Consultant shall also assist in preparation of the meetings and facilitation of discussions at the meetings.

*Deliverables:*

- *Schedule meetings as needed;*
- *Meeting summaries and briefing materials; and*
- *Plan of work in coordination with PMT.*

**Task 2 – PMT Coordination**

The Consultant shall participate in coordination meetings with the PMT. Regular monthly meetings will be scheduled typically via conference calls. The PMT project manager will prepare the agenda and coordinate briefing materials for the meeting with the responsible parties.

*Deliverables:*

- *Meeting summaries and briefing materials*

### **Task 3 – Preparation and Execution of Environmental Studies**

The purpose of this task is to identify the probable effects of the overall project on social, economic, and environmental conditions. Long-term effects associated with project implementation and operation will be addressed, as will the short-term effects associated with construction activities. Coordination will be conducted with resource and regulatory agencies having jurisdiction over affected resources. This coordination will be documented and included in the EA prepared by the Consultant.

- **Land Use, Zoning and Socioeconomic Characteristics** – The Consultant will document the current land use characteristics, community facilities and socioeconomic characteristics of the overall study corridor. In addition, the project will be evaluated relative to local and regional plans. Potential land use impacts of the project will be documented, including any required acquisitions and displacements. If impacts are probable, specific mitigation measures will be identified.
- **Cumulative Impacts** – The Consultant will assess the incremental impact of the proposed overall project when added to the past, present and reasonably foreseeable future actions of related projects in the area. The Consultant will identify resources of concern, current and proposed relevant actions, potential environmental consequences that would result in serious deterioration of environmental functions and measures to avoid or minimize damage to the environment.
- **Traffic, Parking and Transportation** – The Consultant will assess the effects of the proposed BRT project on the existing transportation services and facilities including street and roadway networks, transit facilities, pedestrian and bicycle facilities, and parking facilities. Existing and future roadway characteristics and roadway levels of service (LOS) with and without the implementation of the BRT project will be determined. The existing transit service in the corridor will be documented and any future transit service that will be added to support the BRT project.

In the same respect, the effects of the project on on-street and off-street parking will be assessed. Where probable impacts are identified, mitigation measures will be identified.

- **Neighborhoods and Environmental Justice** – The Consultant will identify all neighborhoods in the project study area and any potential impacts to neighborhoods. In addition, disproportional impacts to minority and low-income communities will be evaluated, in accordance with the Presidential Executive Order 12898 on Environmental Justice.
- **Soils/Geology** – Because the proposed BRT would run entirely within the existing roadways, impacts to soils and geology are not expected. If, however, the construction of the

project requires the widening of roadways, the Consultant will evaluate potential impacts to soils and any mitigation measures.

- **Parklands Resources** – The Consultant will identify all publicly owned parklands, wildlife refuges and cemeteries in the study area and will document any potential Impacts that the project alternatives will have on these resources. If impacts are probable, a Section 4(f) statement will be prepared and appropriate mitigation measures will be identified.
- **Historical and Archeological Resources** – The Consultant will identify the Area of Potential Effect (APE) for the project. The Consultant will identify all historic architectural and archaeological resources within the APE. Resources will be categorized by their National Register classification of Potentially Eligible, Eligible or Listed. A determination of effect will be made from the construction and operation of the project. If impacts to historic resources are likely, a Section 4(f) statement will be prepared and appropriate mitigation measures will be identified. The Consultant will coordinate with the relevant local authorities to ensure concurrence of the Section 106 review process.
- **Cultural Resources** – The Consultant will identify any potential impacts the BRT project will have on cultural resources and services available to businesses and residents within the project area. If impacts are probable, mitigation measures will be identified.
- **Visual and Aesthetic Conditions** – Visual impacts may occur as a result of the BRT project. The Consultant will describe the existing visual environment in the project corridor and identify the project components that may contribute to the visual environment if BRT is implemented. Specific concern will be paid to the effect of the project on historic structures and parklands.
- **Air Quality** - Potential air quality impacts associated with the BRT project will be evaluated. The Consultant will conduct a localized “hotspot” air quality analysis to determine if the addition of the BRT project would result in an increased level of carbon monoxide at project area intersections, and specifically if any increase violates the Clean Air Act National Ambient Air Quality Standards. In addition, conformity with state and regional air quality implementation plans will be addressed.
- **Noise and Vibration** – The Consultant will analyze the BRT project for its effect on ambient noise levels in the study area. The Consultant shall conduct an FTA General Noise Assessment of the corridor. The project study area will be screened to identify noise sensitive land uses within close proximity to the proposed BRT alignment. If probable noise impacts are identified, a detailed noise analysis will be conducted at those locations using measured ambient noise levels and more detailed project specific characteristics.

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- **Water Quality Resources** – The Consultant will evaluate the project relative to its potential impact on groundwater, surface water, wetlands and floodplains. Existing ground water and surface water sources will be identified. The National Flood Insurance Rate Maps will be evaluated to determine the location of the 100-year flood plain and all wetlands in the study area will be identified. Any long term or short-term construction related impacts to water resources will be fully documented and mitigation measures will be identified.
- **Threatened and Endangered Species** – The Consultant will identify any threatened and endangered species within the study corridor, and identify any potential impacts to these species as a result of the BRT project. If impacts are probable, appropriate mitigation measures will be identified.
- **Ecology and Vegetation** – The Consultant will identify the existing vegetation resources and wildlife habitats within the study corridor, and identify any potential impacts to these resources as a result of the BRT project. If impacts are probable, appropriate mitigation measures will be identified.
- **Contamination** – The Consultant will identify the presence of existing contamination or hazardous materials within the project area and will document the potential impact of the project on these sources of contamination. Mitigation measures will be identified for potentially impacted contamination sites.
- **Safety and Security** – The Consultant will identify the measures that will be taken to provide for the safe and secure operation of the project after its construction.
- **Utilities** – The Consultant will identify any utilities that may be impacted by the project. If these are identified, the Consultant will create a list of the utilities impacted and provide appropriate mitigation measures to be implemented.
- **Construction Impacts** – The Consultant will identify the temporary and permanent construction related environmental impacts of the proposed project and recommend mitigation measures to minimize or eliminate impacts.

### *Deliverables:*

- *Technical memorandum presenting methodologies for identifying existing conditions, summary of the existing conditions for all social, economic, and environmental resource areas, and identifying potential mitigation measures.*

#### **Task 4 – Preparation of Preliminary Draft**

The purpose of this task is to prepare the Draft EA document for review by Chapel Hill Transit and FTA prior to finalization and circulation to the general public. The Draft EA will summarize the alternatives that have been considered, the affected environment, the anticipated environmental impacts associated with the project, alternative mitigation measures, and the costs and performance of the project. This task will summarize all information prepared in the previous investigations.

**a. Prepare Draft Outline of EA** – The Consultant shall prepare an outline of the EA document following the standard FTA format. Opportunities to customize the document to the conditions present in the project area will be discussed with Chapel Hill Transit and FTA staffs. The document outline will be coordinated with the overall project schedule in order to provide for effective project control. The document will be succinct, concise, and easily understood by the non-technical reader. The outline will include the following chapters:

- Executive Summary
- Chapter 1.0 – Purpose of Project and Need for Action
- Chapter 2.0 – Alternatives Considered
- Chapter 3.0 – Affected Environment
- Chapter 4.0 – Transportation and Traffic Impacts
- Chapter 5.0 – Environmental Consequences
- Chapter 6.0 – Comments and Responses
- Chapter 7.0 – Section 106 Determination of Effect and Memorandum of Agreement, if required
- Chapter 8.0 – Section 4(f) Evaluation, if required
- Appendices

Activities:

- Prepare basic outline of EA in accordance with FTA guidance;



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- Review recently approved FTA EA documents to identify any potential changes to the basic outline;
- Review basic outline with PMT to identify any additional areas of investigations; and
- Produce final EA outline.

### *Deliverables:*

- *Outline of EA in accordance with FTA guidance*
- *Final EA outline*

**b. Prepare Preliminary Draft of EA** – The Consultant shall prepare a Preliminary Draft EA by assembling the products in accordance with the project outline and current FTA guidelines. The Preliminary Draft EA will be submitted to CHT and FTA staff for review and comment.

### *Deliverables:*

- *Preliminary Draft EA.*

**c. Circulation/Coordination of Draft** – In coordination with CHT, the Consultant will circulate the Preliminary Draft EA to pertinent agencies and public outlets and incorporate submitted comments into the Draft EA. If required, a formal public hearing will be conducted. The Draft EA that includes submitted comments will be submitted to CHT and FTA staff for review and comment.

### *Deliverables:*

- *Final Draft EA.*

## **Task 5 – Preparation of Final EA**

The purpose of this task is to respond to comments presented during the circulation of the Draft EA, identify additional analyses that will be required to adequately respond to public comment or resolve issues in the Draft EA, identify mitigation measures and develop a mitigation-monitoring program. The Final EA will address improvements proposed. This task will provide the procedural support necessary to complete the federal environmental process necessary to obtain the FONSI.

The comments received during the circulation of the Draft EA will be reviewed to determine comments that may require additional environmental analysis. The Consultant will prepare a memorandum identifying the comments that must be addressed and the level of detail of the required analysis. Meetings will be held with CHT, FTA, and other agencies, as necessary, to clarify comments and identify potential impacts that must be addressed in the preparation of the Final EA.

Additional environmental analyses may also be required as a result of unresolved issues related to changes in the project's concept defined for the Draft EA. These issues will be identified in a memorandum that will identify these additional analyses and the level of effort associated with these analyses that are necessary to resolve the matter.

Mitigation measures for adverse impacts will be finalized and formatted into a Mitigation Monitoring Program. These mitigation measures will represent CHT and FTA commitments necessary to respond to the impacts associated with the project.

Following the completion of necessary analyses and identification of acceptable mitigation measures, The Consultant will prepare a draft Final EA for review by CHT. Following incorporation of CHT comments, a revised draft Final EA will be prepared and forwarded to FTA for review and consideration for approval.

The Consultant will prepare the Final EA document, finalizing all text, graphics, tables, and other features. A document will be prepared for electronic document production, printing and binding. The Consultant will oversee Final EA electronic document production, printing and binding.

Activities:

- Review comments presented during the Draft EA public comment period;
- Prepare memorandum identifying comments that may require additional analysis to develop adequate response;
- Prepare memorandum identifying unresolved issues that may require additional analysis to adequately finalize the EA;
- Negotiate costs for any additional analyses that may be required prior to finalizing the Final EA;
- Identify mitigation measures associated with the project and prepare initial Mitigation Monitoring Program document;
- Prepare revised Final EA for review by FTA.

*Deliverables:*

- *Memorandum identifying comments on the Draft EA and level of detail required for the completion of additional analyses;*
- *Initial Mitigation Monitoring Program;*
- *Draft Final EA;*

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- *Final EA;*
- *Up to 50 copies of printed and bound Final EA and file on CD.*

### **Task 6 – Secure Final FONSI**

It is anticipated that the outcome of the EA will be a Finding of No Significance Impact (FONSI). If this is the outcome, the Consultant will be responsible for preparation of the FONSI document. The Consultant will prepare the FONSI which:

- Recommends an alternative for implementation,
- Summarizes all environmental impacts with the project including a statement of findings on all relevant impact categories,
- Summarizes the results of agency and public coordination and documents the results of the public meetings and public hearings (if held).
- Summarizes the comments to mitigation measures intended to reduce impacts to acceptable levels (if any).

Once the FONSI is completed it will be attached to the updated FINAL EA and submitted with a cover letter to FTA for approval. After the FONSI submittal, the Consultant will work with CHT and FTA to finalize all work and documentation to completion. Once the FTA has approved the EA and FONSI, a Notice of Availability of the FONSI will be sent to the affected Federal, State and local governmental agencies, as required.

#### *Deliverables:*

- *FONSI Documentation and Cover Letter (10 Copies and file on CD)*
- *FONSI Notice of Availability (Copies as needed for complete distribution, six (6) copies to CHT for file and file on CD).*

### **Task 7 – Public Engagement/Outreach**

Public engagement work must meet FTA EA requirements.

The role of public involvement is to give the community a voice in the planning process and help them understand how their input will be used. The Consultant will prepare a public involvement and agency coordination plan, consistent with CHT’s Public Participation Plan that will assist the project team in soliciting comments and ensure stakeholders are engaged early and throughout the study process.

The public involvement plan will:

- Ensure that constituencies affected by activities in the corridor (stakeholders including relevant resource agencies) are given the opportunity and knowledge to participate in the study process.
- Present the study in a way that minimizes opposition and optimizes opportunity.
- Ensure that decision-makers at various levels who have the potential to influence the study or any subsequent work, are involved and encouraged to participate in development of the study in a substantive way.
- Ensure that all stakeholders, or any third parties examining the record, will perceive that public involvement opportunities were frequent and substantive.
- Ensure that activities of key project personnel contribute to a healthy exchange of ideas and information between and among stakeholders.
- Ensure that traditionally underserved populations have access to the process.

The Consultant will prepare for and conduct a series of facilitated input group meetings with various groups to discuss the progress of the study and obtain feedback critical to the decision-making process. The Consultant will be responsible for coordinating with the group members, confirming the location, developing the agenda and meeting materials, facilitating the discussion and documenting the public outreach conducted throughout the study (only council conducts public hearings). The efforts included in the public outreach portion of the study will include:

- Policy and Technical Committees: the Consultant will create a meeting schedule for the committees.
- Stakeholder Interviews and Briefings: The Consultant will coordinate with CHT to identify key audiences that will be asked to provide input and included in the project decision-making process.
- Project Newsletters: The Consultant will arrange for publication and distribution of project newsletters to key stakeholders and other recipients designated by CHT at key points throughout the study. The Consultant will prepare the newsletter in electronic format. A least two newsletters will be prepared.
- Fact Sheets: The Consultant will prepare fact sheets that succinctly explain the project and provide the public with relevant information.
- Public Meetings/Workshops: The Consultant will be responsible for establishing guidelines and standards by which public meetings will be conducted. This will include developing a comprehensive task list with responsibilities and deadlines for all activities leading to and including the public meetings. The Consultant will provide written summaries and other appropriate documentation of the meetings. The Consultant will coordinate with CHT staff to hold a series of public workshops

throughout the study. These workshops should inform participants on the study and allow feedback.

- **Project Webpage and Social Media Accounts:** The Consultant will assist in developing CHT’s project webpage and social media accounts. The Consultant shall develop content for the pages and work with CHT staff to ensure the webpage is current and project information is readily available to the public. The Consultant will be responsible for establishing and maintaining the projects social media accounts for the duration of the project.

It is our assumption that stakeholder coordination is primarily conducted by the PMT.

Additional Public involvement services, including targeted stakeholder meetings however, may be provided at CHT’ request beyond the base scope provided above. Key stakeholders involved in the study include:

- Chapel Hill Transit/ Town of Chapel Hill
- Town of Carrboro
- University of North Carolina - Chapel Hill (UNC)
- North Carolina Department of Transportation

## **VII. TERMS AND CONDITIONS OF RFQ**

### **PROJECT ORGANIZATION**

CHT project manager will be responsible for coordinating the consultant team, and will be the primary point of contact with the consultant team. CHT will coordinate with the consultant for representation on various committees listed in the scope.

### **GENERAL CONSULTANT RESPONSIBILITIES**

The Consultant shall provide CHT with professional architectural and engineering services in the preliminary engineering phases of the Project. The Consultant will assign a Project Manager who will be available at all times to coordinate and accomplish the requirements of the project, within required time frames, from beginning of the study to the study completion and final report. The Project Manager proposed in the Consultant offering may not be changed during the course of the assignment without the prior written approval of CHT.

The Consultant’s services will be required to be performed at the direction of a professional architect or engineer registered in the State of North Carolina.

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The Consultant should be prepared to start work immediately upon written notice to proceed by CHT and proceed expeditiously. The preparation of a Project Schedule will be required to be prepared.

Consultant work will be required to conform to the project control budget as approved by CHT. CHT is the lead agency for the project, and all communications with other parties regarding the project need to be also imparted to the CHT project manager.

It will be the Consultant's responsibility to decide how and when meetings with individuals or groups are needed and to advise CHT in a timely manner when such meetings are needed. It will also be the Consultant's responsibility to seek all data and information for the study through CHT first if not readily available. Consultant shall use state and federal funds for this project in a responsible manner, and to be mindful of cost considerations with taxpayer dollars.

The Consultant work will comply with applicable federal regulations, local government regulations, the Americans with Disabilities Act, and others as may pertain.

The Consultant will be required to attend meetings as described in the scope of work. The Consultant will be required to record minutes of these meetings and file copies, in both hard copy and digital format, with CHT within four working days of the meeting. The Consultant will be required to file monthly progress reports on the status of its design services with CHT and payment invoices will not be processed without them.

### **CONSULTANT REPORTING**

The Consultant shall report to CHT on the progress of its work through an assigned CHT project manager who will act as technical coordinator with the Consultant. The reporting shall consist of:

- Minutes (and other relevant materials) from meetings with various committees described in the scope for the purpose of information, negotiations, or presentations;
- Written summary of results/outcomes from public involvement activities (open houses, charettes, etc.)
- Monthly budget and progress reports within five days of the end of each month. Invoices will not be processed without accompanying progress reports. Invoices should clearly state the amount of funds spent on each task as outlined in the project schedule.

The Project Manager proposed in the Consultant offering may not be changed during the course of the assignment without the prior written approval of CHT.

### **SCHEDULE AND BUDGET CONTROL**

Consultant shall submit, within seven days of Notice to Proceed, a detailed project schedule. The detailed schedule shall be broken into logical packages.

A person-hour by title budget must be developed for all time required to complete the work included in each package. Additionally, a detailed breakdown of activities and associated person-hour requirements by title for the activities within the package shall be provided. Consultant invoices shall match employee titles provided in the cost proposal, with rates to be held steady over the course of the contract. The cost proposal shall include the hourly rate of all titles, PLUS any additional charges.

In order to keep costs down, any travel/meeting expenses will be reimbursed at the GSA Per Diem Rate based on city/state, this includes meals and hotels. Mileage will be reimbursed at the North Carolina State Office of General Services current rates. GSA rates may be reviewed at <http://www.gsa.gov/portal/category/21287>. Note that CHT is a tax exempt agency, and charges such as copying should be set up with CHT's own accounts.

The schedule shall be updated on a monthly basis to determine progress against schedule and percent of both task completed and budget expended, which should be closely correlated. As part of the monthly progress report, the Consultant shall provide the actual person-hours expended to date and percent complete by activity for each package, and forecast the remaining man-hours and duration to complete activities in progress.

## **GENERAL**

This Request for Qualifications does not commit the Town to enter into an agreement or to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations. The Town will require the selected Consultant, if any, to participate in negotiations and to submit such scope of services, schedule, cost, technical, or other revisions as may result from negotiation. The Town's Attorney shall review all final agreements and documents that may result from this Request for Qualifications.

### **a. Consultant Signature**

All submittals must be signed by an individual authorized to submit the proposal on behalf of the Consultant. The Consultant, by making the submittal, authorizes the Town to contact any or all references.

### **b. Modification or Withdrawal of Submittals**

At any time prior to the specified time and date set for submission, a Consultant or designated representative may modify or withdraw a submittal. Any proposal modification or withdrawal must be in writing, executed by an authorized person, and submitted prior to the submittal date. A submittal may not be modified or withdrawn by a Consultant after the submittal date and each Consultant so agrees in making the submittal.

**c. Reservations and Rights by the Town of Chapel Hill**

This is not a bid solicitation and the Town is not obligated to accept any submittal or to negotiate with any Consultant. The Town reserves the right to accept a submittal that is deemed most favorable and in the best interests of the Town after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the professional and operational services best suited for the Town.

The issuance of this RFQ and the acceptance of submittals do not constitute an agreement by the Town that any agreement will actually be entered into by the Town. The Town expressly reserves the right to:

- Waive any immaterial defect or informality in any proposal or proposal procedure
- Reissue RFQ
- Request additional information and data from any or all Consultants

Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms. The Town reserves the right to negotiate with other Consultants if an agreement cannot be reached with the originally selected Consultant.

**d. Consultant Representations**

By submission of this proposal, the Consultant represents that it has not paid or agreed to pay any fee or commission or any other thing of value to any Town employee, Town official, or current contracting consultant of the Town.

**e. Right to Disqualify**

The Town reserves the right to disqualify any Consultant who fails to provide information or data requested or who provides materially inaccurate or misleading information or data.

**f. Consultant Incurred Costs**

The Town accepts no responsibility for any expenses incurred in the submittal preparation and presentation, such expense is to be borne exclusively by the Consultant. All materials and documents submitted by the Consultant in response to this Request for Proposals or any additional requests for materials and documents made by the Town for evaluation pursuant to this Request for Proposals will become the property of the Town and will not be returned. The selected Consultant shall be responsible for all costs incurred by it during negotiations.

**g. Contract Requirements**



Upon award, the successful proposer shall be required to execute any written contract the terms and conditions of which are set forth herein. **Proposers are urged to review the contract requirements, including insurance requirements.** Any significant exception to the required provision that was not submitted during the technical question period will result in a determination that a bid is non-responsive. All exceptions to the required provisions will be submitted during the technical question period. CHT will review the exception and suggested alterations and will determine if they will be accepted. CHT will then notify all proposers via addendum of the accepted change. Proposers that refuse to execute and return the contract shall forfeit bid deposit or bond if one was required, additionally proposers may be barred from bidding on future CHT contracts.

#### **h. Insurance Requirements**

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Special Requirements: The Town of Chapel Hill is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability

shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

A copy of the contract agreement is included for your review. This agreement contains REQUIRED insurance. By submitting a proposal you are acknowledging acceptance of these insurance requirements as written and will comply with them. Any exception shall be submitted for approval during the technical question period. All proposers are strongly advised to communicate these requirements with their insurance provider PRIOR to bid submittal to ensure ability to comply with them.

**i. Financial Stability**

If requested, proposer must document its ability to service a contract with dollar sales volume similar to scope of this proposal through submission of financial statements documenting past sales history. The proposer must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. CHT reserves the right to request additional documentation from the proposer and to request reports on financial stability from independent financial rating services. CHT reserves the right to reject any proposer who does not demonstrate financial stability sufficient for the scope of this proposal.

**j. Freedom of Information Law**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE

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PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

**k. State and Federal Certifications:**

Interested consultants must comply with all applicable U.S. Department of Transportation, Federal Transit Administration and/or North Carolina Department of Transportation requirements including, but not limited to the attached clauses (Attachment A). In addition, interested consultants will need to complete the following forms:

- DBE
- Debarment for Primary Contractor and for subs
- Lobby Certification

Compliance with these requirements is mandatory for contract award.

## **VIII. CONTRACT SAMPLE OF RESULTING AGREEMENT**

**STATE OF NORTH CAROLINA  
CONTRACT FOR**

**COUNTY OF ORANGE**

---

This Agreement, made and entered into by and between the Town of Chapel Hill, herein “Town”, and “Insert Contractor’s Name”, herein “Contractor” for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and “Insert Contractor’s Name” for “Insert Description of Contract”.

### WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. **Duties of the Contractor:** The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. **Duties of the Town:** The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. **Fee Schedule and Maximum Sum:** Contract amount not to exceed (insert a not to exceed amount). Payment shall be made according to Exhibit A.
4. **Billing and Payment:** The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. **Business License:** The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. **Indemnification and Hold Harmless:** The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. **Insurance Provisions:** The Town requires evidence of Contractor’s current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers’ Compensation coverage requirements are \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.
8. **Non-Discrimination:** The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. **Federal and State Legal Compliance:** The Contractor must be in full compliance with all federal and state laws, including those on immigration.

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- 10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
- 11. Term: This Agreement, unless amended as provided herein, shall be in effect until \_\_\_\_\_ 2 \_\_\_\_.

This Contract is between the Town of Chapel Hill and (Insert Contractor's Name) for (Insert Name or Description of Contract).

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**INSERT CONTRACTOR'S NAME**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to Form and Authorization

\_\_\_\_\_  
TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
(INSERT DEPARTMENT) DIRECTOR

## **IX. FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES**

### **General**

The work performed under this contract will be financed, in part by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA, dated October 1, 2011; FTA Circular 4220.1F, dated February 15, 2011; "Best Practices Procurement Manual", updated November 1, 2008; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

#### **1. No Federal Government Obligations to Third Parties**

The Town and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2. Access to Third Party Contract Changes to Federal Requirements**

The Contractor agrees to require and assures that its subcontractors require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required 49 U.S.C. 5323(g). The Contractor further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

#### **3. Program Fraud and False or Fraudulent Statements and Related Acts**

(a) The Contractor acknowledges that the provisions of 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 actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent clam, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent clam, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **4. Access to Records and Reports**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



## 5. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedure and directives, including without limitation, those listed directly or by reference in the Agreement (FTA MA(16) dated October, 2009) between the Town and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 6. Civil Rights

The Chapel Hill Transit (CHT) is an Equal Opportunity Employer. As such, the CHT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CHT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations,



“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **7. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, is hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Town of Chapel Hill requests which would cause the Town of Chapel Hill to be in violation of the FTA terms and conditions.

#### **8. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

#### **9. Termination for Convenience and Default; Opportunity to Cure**

The Town may terminate this contract in whole or in part, for the Town’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent,

and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town's contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

If the termination is for the convenience of the Town, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for the failure of the Contractor to fulfill the contract obligations, the Town may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Town.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.

Chapel Hill Transit, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Chapel Hill Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Chapel Hill Transit setting forth the nature of said breach or default, Chapel Hill Transit shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Chapel Hill Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that Chapel Hill Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Chapel Hill Transit shall not limit Chapel Hill Transit's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **10. Debarment and Suspension**

Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperative Agreement for the Project

including this Master Agreement or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance to for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be cancelled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of the Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

## **11. Disputes**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Town. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative of the Town. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the town shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute -Unless otherwise directed by project, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Reference 49 CFR Part 18 and FTA Circular 4220.1F.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in questions between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.

Rights and Remedies –The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **12. Resolution of Disputes, Breaches, or Other Litigation**

To the extent applicable, the Contractor agrees to administer each Project financed with Federal credit assistance authorized under the Transportation Infrastructure Finance and Innovation Act, as amended (TIFIA), in accordance with: (1) 23 U.S.C 601 through 609, including any further amendments thereto that may be enacted; (2) 49 U.S.C 5307, 5309, and 5323(o); (3) joint U.S. DOT/FTA regulations, “Credit Assurance for Surface Transportation Projects,” 49 C.F.R. Part 80 and 49 C.F.R Part 640, to the extent those regulations have not been superseded by SSAFETEA-LU, and any amendments to those regulations when promulgated. Any provision of this Master Agreement that conflicts with 23 U.S.C. 601 through 609, 49 U.S.C 5307, 5309, or 5323(o), or the foregoing joint U.S.DOT/FTA regulations, or amendments thereto, will not apply to the TIFIA Loan, Loan Guarantee, or Line of Credit made available for the Project. The Contractor agrees that FTA may declare the Contractor in violation of the Master Agreement if the Contractor has defaulted on a TIFIA Loan, a Loan Guarantee under TIFIA, or a Line of Credit made available under TIFIA, and such default has not been cured within 90 days.

## **13. Disadvantaged Business Enterprises (DBEs)**

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

### **Overview**

It is the policy of the Chapel Hill Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Chapel Hill Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Chapel Hill Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Chapel Hill Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the Chapel Hill Transit.

### **Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Chapel Hill Transit deems appropriate.

### **DBE Participation**

For the purpose of this Contract, Chapel Hill Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Chapel Hill Transit.

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at 2%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 2%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the Chapel Hill Transit.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the Chapel Hill Transit will consider the Bidder/Offeror's documented good faith efforts to meet



the goal in determining responsiveness. The types of actions that the Chapel Hill Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the Chapel Hill Transit's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the Chapel Hill Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
  1. The names, addresses, and telephone numbers of DBE's that were contacted;
  2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
  3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the Chapel Hill Transit that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the Chapel Hill Transit's **Purchasing and Contract Manager, Zakia Alam. Purchasing and Contract Manager** will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Chapel Hill Transit will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror

did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the Chapel Hill Transit's prior written consent. Chapel Hill Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Chapel Hill Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### **Continued Compliance**

Chapel Hill Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to Chapel Hill Transit that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Chapel Hill Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Bidder/Offeror shall permit:

- Chapel Hill Transit to have access to necessary records to examine information as Chapel Hill Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.



- The authorized representative(s) of Chapel Hill Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

**Sanctions for Violations**

If at any time Chapel Hill Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Chapel Hill Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**14. Lobbying Restrictions**

The undersigned 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**15. Clean Air Act**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations, issued pursuant to the Clean Air Act, as amended 42 U.S.C. Sect. 7401 et seq. and 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

**16. Clean Water**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**17. False Statements or Claims Civil and Criminal**

The Contractor acknowledges and agrees that:

Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C et. Seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R Part 31, apply to the Contractor's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, makes, or may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurances, or representation to the Federal Government, the Federal 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 Government deems appropriate.

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

**18. State and Local Disclaimer**

The Contractor shall indemnify, keep, and save harmless the Town of Chapel Hill, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against the Town of Chapel Hill arising out of this contract, except to the extent that said injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses arise out of, or result from the Town of Chapel Hill's acts or omissions, including acts or omissions of the Town of Chapel Hill's agents, officials and employees.

**19. Incorporation of FTA Terms**

The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Chapel Hill Transit requests, which would cause the Chapel Hill Transit to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (19) dated October 2012, between the City and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**20. No Government Obligation to Third Parties**

The Contractor agrees that it will comply the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows: The Town and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not party to the Contract) pertaining to any matter resulting from the underlying Contract.

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**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE  
PARTICIPATION OF  
DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The Contractor hereby certifies that it will comply with the requirements of Section 19 of the FTA Act, Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 100(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the DOT implementing regulations of 49 CFR Part 26.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential Contractor for a major third party contract), \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the  
(Contractor)

\_\_\_\_\_ has authority under State and Local law to comply with the subject assurances  
(Contractor)

and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date



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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The \_\_\_\_\_ hereby certifies, to the best of their knowledge and belief, that:  
(name of firm)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to 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 hereof.

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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601,a.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by Sect. 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq. apply to this certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_; and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



**Notice of Request for Qualifications (RFQ)**

**For**

**North-South Bus Rapid Transit Design**

**BID:**           **XXX**

**TO:**            **ALL PROSPECTIVE BIDDERS**

**FROM:**       **Zakia Alam, Purchasing and Contract Manager**

**SUBJECT:**   **REQUEST FOR QUALIFICATIONS FOR: North-South Bus Rapid Transit Design Services**

**DATE:**       **XXX**

The Town of Chapel Hill is requesting qualifications for North-South Bus Rapid Transit Design Services. Sealed proposals are due to the Purchasing & Contracts Manager, Town of Chapel Hill, and 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by **xxx**.

CHT will conduct a Pre-Proposal Conference on **xxx** at CHT's Administrative Offices (6900, Millhouse Road, Chapel Hill, NC 27516). Each and every potential Proposer is invited to attend the Pre-Proposal Conference. CHT reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by CHT during this meeting will not be binding upon CHT until they are placed in written form by CHT and given to all interested proposers. Proposers seeking a written response by CHT to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to CHT in advance. CHT will make every effort available to respond at the Pre-Proposal Conference. Attendance is encouraged by CHT, but is not mandatory.

Any questions regarding this RFQ should be sent via email to Mila Vega at [mvega@townofchapelhill.org](mailto:mvega@townofchapelhill.org) with "NORTH-SOUTH BUS RAPID TRANSIT DESIGN" in

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the subject line. Questions should be sent no later than **xxx**. Responses to the questions received will be issued as an Addendum by **xxx** and will be published on the Town's website [www.townofchapelhill.org](http://www.townofchapelhill.org) under Bids.

Proposal submittal questions should be directed to Zakia Alam, Purchasing at **(919)xxx** or email at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org).

**Publications:**

**Date:**

Town of Chapel Hill Website [www.townofchapelhill.org](http://www.townofchapelhill.org) **xxx**

Passenger Transport **xxx**

Greater Diversity News **xxx**

## **I. SUBMITAL INSTRUCTIONS**

**IMPORTANT NOTICE TO POTENTIAL PROPOSERS:** Receipt of these proposal documents does not indicate that Chapel Hill Transit/Town of Chapel Hill has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your proposal submission compared to the specific requirements and qualifications contained in these RFQ documents.

**All submittals must be received at the location below by 12:00 PM EDT on xxx:**

Zakia Alam, Purchasing & Contracts Manager  
405 Martin Luther King Jr. Blvd.  
Town of Chapel Hill  
Chapel Hill, NC 27514  
Phone # (919) 969-5025

Any proposal received after the date and time specified in this RFQ will not be considered and returned, unopened, to the proposer. To confirm receipt, you may contact Mila Vega at [mvega@townofchapelhill.org](mailto:mvega@townofchapelhill.org) or 919.969.4916.

Two (2) hard copies of the proposal plus eighteen (18) electronic copies of all submitted materials on compact discs (CDs) in PDF format must be submitted in a sealed envelope, clearly marked with the RFQ title, “**NORTH-SOUTH BUS RAPID TRANSIT DESIGN**” RFQ # **xxx**, and due date. Each proposal and CD should be labeled with the company name, RFQ number, title, and due date. It is the responsibility of each proposer to assure that the information submitted in both its written proposal and CDs are consistent and accurate. If there is a discrepancy, the information provided in the written proposal shall govern.

## **II. SUBMITTAL CONTENTS**

Proposers must prepare their proposals organized in the manner and sequence in which the information is requested in this section. Proposals shall be concisely prepared and bound to ensure that portions of the submission do not become separated. Proposals submitted by facsimile or e-mail will not be accepted. Failure to include the requested information may result in the elimination of the proposer from consideration. Materials other than those specifically requested at each stage of the selection process will not be considered and must not be submitted at any time during the selection process.

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The proposal shall not exceed 50 pages not including **Work Samples and References**.

Submittals shall include the following:

**Letter of Interest:**

- Include the name and address of the prime Consultant and the state in which it is incorporated and chiefly located; and,
- include the name and address of each sub-consultant, the state in which each entity is incorporated and chiefly located; and,
- briefly describe the proposer (prime and sub-consultants) and its interest in performing the required professional services; and,
- include the name, address, phone and e-mail address of the designated contact for the proposer (prime consultant); and,
- include a statement indicating any judgments against the proposer (prime, sub-consultants and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services; and,
- acknowledge all addenda to the RFQ document (each addendum must be identified); and,
- sign by a duly authorized official of the consultant firm or other person fully authorized to act on behalf the firm or team.

**Forms and Certificates:**

- Disadvantaged Business Enterprises (Section X)
- Debarment for Primary Contractor and for subs (Section X)
- Lobby Certification (Section X)

**Firm and Staff Qualifications:**

The proposal shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- A) Information regarding the firm’s previous experience with similar or related projects (performed within the last 5 years). It should contain a brief description of these projects and project staffing.
- B) Information demonstrating the firm and staff capabilities to perform all aspects of this particular project.
- C) Information regarding the expertise and experience of staff person(s) to be assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s), coordination activities with CHT staff and estimated workdays of participation. Provide a description and organizational chart showing the structure of the proposer’s team, inter-relationships, areas of responsibility and the names and current professional licenses

(e.g., PE) of key personnel assigned to the project along with their areas of responsibility. Identify commitment level of personnel assigned to the project. Include a concise resume for each member of the key personnel that will be assigned to the project. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of CHT/Town of Chapel Hill.

- D) Information on the current and projected workload of key staff to be assigned to this project; including level and magnitude of involvement, and start and completion dates.
- E) Three (3) references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.
- F) If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the services the firm performed well as related projects and references.

**Technical Approach:**

Proposals shall include a response to each item or task in the Scope of Services. The proposer will identify how the item requirements will be met. Each response will also include, but is not be limited to, a detailed statement of how the proposer intends to approach the work required.

Should there be any disclaimers or caveats pertaining to the provision of services and start-up of services as described in CHT’s specifications, they must be listed. Except as clearly stated in this section, it shall be assumed that CHT’s Scope of Services shall supersede any and all such approaches that may be described and/or included in the proposal. Additional tasks or analysis that will enhance the overall quality of the study may be proposed. Costs for any additional proposed work should be identified as an option.

*Each proposer is encouraged to present potential modifications and enhancements to the Scope of Services that it believes to be important in executing the project.*

**Management Plan and Anticipated Schedule:**

The Management Plan should demonstrate how the proposer will manage their responsibilities, schedule the work to be performed and work with CHT personnel. The schedule should begin from start-up in days, phases, and/or steps. It should include the following:

- Major work tasks and key milestone dates for the project, based on days after notice to proceed.
- Logical dependencies to indicate what work must be accomplished before other work can begin.

Indicate timing and the nature of interim and progress reports at appropriate milestones.

**Work Samples and References:**

Submit samples of a deliverable product from two (2) projects of similar scope and nature that best illustrate the proposer’s qualifications for the project. For each project, list the names of key

personnel and their responsibilities. Also provide the name and contact information for a person associated with each of the owners or the organizations that contracted for the professional services who is very familiar with the project and the firm's performance. The selection committee will look for evidence of experience on federally funded transportation structures and transit operations projects, public outreach experience, and public/private development initiatives in this section of the RFQ.

Work samples will NOT count toward the 50-page limit of the proposal. Please note that only one hard copy of each sample is required as a part of the RFQ response submittal, and should be submitted under separate cover from (i.e., not bound to) the proposal.

**Disadvantaged Business Enterprise (DBE) Information:**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. CHT's goal for participation of Disadvantaged Business Enterprises (DBE) is 2%. Disadvantaged Business Enterprise will require proof of certification.

**III. SELECTION PROCEDURE**

**EVALUATIONS**

A committee of CHT/Town of Chapel Hill and partner staff will review all submittals adhering to the requirements of this RFQ. After the qualifications have been reviewed, the review committee will determine if a "short list" of Consultants, if necessary. If a "short list" is deemed necessary, Consultants may be invited to an interview with representatives of CHT/Town of Chapel Hill and its partners. For the interview, each consultant's principal civil engineer and project manager proposed for the design team must be present. These are the persons who will work with CHT staff on a day-to-day basis during the course of the project.

An evaluation panel of CHT staff and project stakeholders will review the proposals and conduct interviews. The panel will rank the proposals based on their understanding of the project, proposed work plan and project team experience on similar projects. Contract negotiations will be conducted with the top-ranked consultant relative to work plan and fees. If an agreement cannot be satisfactorily negotiated with the top ranked consultant, negotiations will be terminated and staff will enter into negotiations with the second-ranked consultant, and so on until an agreement can be reached.

All submittals made in response to this RFQ will be evaluated according to the following criteria.



<b>Criteria</b>	<b>Max Score</b>
Design Approach	55
Public Engagement/Outreach	30
Project understanding and proposed approach and methodology	25
FTA Coordination and Support	15
Qualifications and experience of key project team members, including subcontractors, who will be actively involved in the work	15
Relevant and demonstrated experience/expertise on similar projects, including experience working on transit projects, public participation, and public-private partnership initiatives	15
Overall Firm Qualification and capability of the lead firm to manage the work	10
References	10
Project Management Plan	10
Quality of related work and knowledge exhibited in both written and graphical form and in presentations	10
Compliance with the RFQ Submittal Contents	5
<b>Highest Possible Score</b>	<b>200</b>

After a Consultant is selected, the appropriate CHT staff members will negotiate with the successful Consultant to draft a final scope of work and fee schedule. During negotiations, the selected Consultant must demonstrate that it has adequate and qualified staff and the necessary resources to perform the work. If CHT and the selected consultant are unable to agree to terms for a mutually acceptable contract, one of the other short-listed consultants may be selected or the project may be re-advertised. CHT reserves the right to reject any or all submittals, to waive technicalities, and to be the sole judge of the suitability of consultants to provide the desired services. CHT reserves the right to engage in consultant services that are determined to best meet the interests of CHT.

#### **PLANNED PROCUREMENT SCHEDULE**

- RFQ Issued: May 1, 2017
- Pre-Proposal Conference: May 12, 2017; 1:00 PM
- Questions Due: May 19, 2017; 5:00 PM
- Final Responses to Questions (Addendum): June 2, 2017; 5 PM

- Proposals Due: June 16, 2017; 12:00 PM
- Oral Presentations: June 26-30, 2017
- Selection Recommendation: July 7, 2017
- Contract and Scope of Services Approval: July 21, 2017
- Contract Award: July 31, 2017

### **INTERPRETATION OF RFQ DOCUMENTS**

No oral interpretations will be made to any consultants as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this RFQ must be sent in writing (mail, e-mail, or fax) to the CHT Project Manager and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. CHT will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract. The CHT Project Manager will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.

### **ORAL PRESENTATION**

An oral presentation of the proposal may be requested of any consultant, at the Selection Committee's discretion.

### **ADDENDUM TO RFQ**

Any addendum issued will be considered part of the RFQ document and will prevail over inconsistent or conflicting provisions contained in the original RFQ document. It will be available for download from the CHT web site in the same manner as the RFQ document.

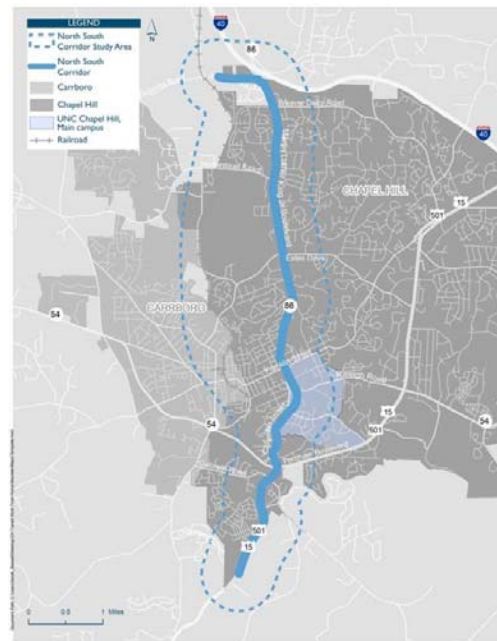
Proposer shall acknowledge receipt of all addenda in their Letter of Interest. As with other required documentation, Proposals that fail to reference receipt of the addendum as indicated may be excluded from further consideration.

A revised due date of Proposer's Proposal (if applicable) shall be stated in each addendum.

#### **IV. BACKGROUND AND STUDY PURPOSE**

The Town of Chapel Hill, acting by and through Chapel Hill Transit (CHT) is seeking a qualified consultant team to perform Design in conformance with Federal Transit Administration (FTA) Small Starts Project Development requirements and guidelines for **North-South Bus Rapid Transit (NS BRT) Project**.

**Chapel Hill Transit Overview:** CHT, the second largest transit system in North Carolina, is the public transportation provider for the Town of Chapel Hill, the Town of Carrboro, and the University of North Carolina-Chapel Hill (UNC). CHT provides over seven million annual rides in a service area of 62 square miles. The two towns and the university share annual operating and capital costs associated with CHT on a contractual basis. CHT provides fare-free, fixed-route bus service on 31 weekday and weekend routes and EZ Rider demand response (ADA) service. CHT has a fleet of 121 vehicles (99 fixed-route and 22 demand response) – covering over 2.5 million annual miles.



**NS BRT Overview:** The project was identified during the North-South Corridor Study. The North-South Corridor Study was led by Chapel Hill Transit (CHT) in coordination with the Chapel Hill Transit Partners, which includes the Town of Chapel Hill (ToCH), the Town of Carrboro (ToC) and the University of North Carolina - Chapel Hill (UNC). The project corridor runs along the Martin Luther King, Jr. Boulevard (Historic Airport Road/NC Hwy 86), South Columbia Street, and US 15-501 South. This 8.2-mile corridor has its northern terminus at the Eubanks Road park-and-ride lot and its southern terminus at US 15-501 at the Southern Village park-and-ride lot. The study concluded with selection of a Locally Preferred Alternative (LPA).

**The LPA was adopted by the Chapel Hill Town Council in April 2016. NS BRT was accepted into the FTA’s Small Starts Project Development phase in November 2016.**

The goals of the NS BRT are to:

- improve accessibility, increases frequency, connectivity, reliability, capacity and convenience and decrease travel-times for riders;
- improve the level of service and increases ridership to the UNC campus/hospital and provides a necessary connection to the new campus at Carolina North;

- provide access and connection to the proposed UNC Light Rail Station;
- provide more accessible, safe, and comfortable stations/stops with pedestrian connections to activity centers in the corridor;
- support future development within the corridor and provides benefits to existing neighborhoods, including low income and minority populations; and,
- generate wide public and stakeholder support and encourages partnerships among agencies, businesses and organizations in the corridor.

**North-South Corridor Study materials are available online and should be reviewed by the Consultant: [www. http://nscstudy.org/](http://nscstudy.org/)**

The Consultant will also review and identify any recommendations from the following list of previously developed studies, or studies in development that are highly relevant to the NS BRT, and incorporate those recommendations when possible. A copy of these studies will be provided to the Consultant (in electronic format where possible):

- Chapel Hill 2020 Comprehensive Plan  
<http://www.townofchapelhill.org/Modules/ShowDocument.aspx?documentid=15001>
- Bus and Rail Investment Plan for Orange County  
<http://www.dchcmpo.org/dmdocuments/DraftOrangeCountyPlanMay112012.pdf>
- 2040 Metropolitan Transportation Plan (2045 if available)  
<http://www.townofchapelhill.org/index.aspx?page=2041>
- Eubanks Road Park and Ride Feasibility Study
- Carolina North Transportation Impact Analysis Fall 2009 Update  
[http://townhall.townofchapelhill.org/agendas/2009/05/11/additional\\_info/additional%20info-Carolina%20North%20TIA%20Presentation%205-11-09%20final.pdf](http://townhall.townofchapelhill.org/agendas/2009/05/11/additional_info/additional%20info-Carolina%20North%20TIA%20Presentation%205-11-09%20final.pdf)
- Carolina North Development Agreement  
<http://www.townofchapelhill.org/index.aspx?page=1232>
- Triangle Transit Regional Transit Plan  
<http://www.ourtransitfuture.com/>
- Chapel Hill Northern Area Task Force Report  
<http://www.townofchapelhill.org/index.aspx?page=597>
- Chapel Hill Residential, Office and Commercial Market Studies
- Estes Drive Corridor Study
- Central West Focus Area Study (ongoing)
- Draft Chapel Hill-Carrboro Long Range Transit Plan
- UNC Chapel Hill Transportation and Parking Five Year Plan (March 2011)  
<http://www.unc.edu/depts/trustees/PP%20311%20A&F%20Parking.pdf>

Additional studies and plans might be identified during the course of the study.

## **V. STUDY MANAGEMENT**

A study management team, headed by CHT, will manage the study in a collaborative effort. A Policy Committee and a Technical Committee will be created to provide technical and policy guidance to the consulting team selected to conduct the study. The project team will coordinate all study efforts with citizens, businesses, organizations, developers, media outlets, and local, state and federal officials.

**The Policy Committee** will be responsible for the overall direction of the study and will be comprised of elected, government and organizational officials from the study area. The committee members will provide policy guidance throughout the study process. The committee will meet at major milestones during the study to facilitate the analysis, community input and study deliverables. The Consultant is expected to attend committee meetings to update on the study progress and identify issues for resolution. The committee will meet approximately quarterly.

**The Technical Committee** will be responsible for advising the Consultant on technical issues during the study. The committee will be a cross-section of transportation, planning and development professionals from the public and private sectors, community and business leaders and appointed citizens from the Citizens Committee from the study area. The Consultant is expected to attend committee meetings and provide technical information for consideration. The committee will meet at least quarterly and more frequently as required by the study.

The makeup of the committees and their respective roles are not static, and will evolve as the study progresses.

## **VI. SCOPE OF SERVICES**

The following Scope of Services is intended to be a general outline of the work and not an all-inclusive description of the professional and technical services that may be required to complete the project. Proposers are invited to recommend modifications to these tasks and to exercise creativity in responding to this request. *Modifications to the tasks and task sequencing, which will improve the effectiveness of the study effort, while containing costs, are encouraged.*

### **Scope Summary**

#### **SCOPE OF WORK FOR ENGINEERING AND ARCHITECTURAL DESIGN SERVICES**

CHT is seeking consultant services to provide professional engineering and architectural design services, including Plans, Specifications and Estimates (PS&E) to develop design for the

North-South Bus Rapid Transit (NS BRT) project sufficient to complete FTA Small Starts Project Development. It is CHT' objective to select and award a contract to a qualified Consultant or Consultant team to provide these services related to Project Development activities in accordance with the Federal Transit Administration's (FTA) Small Starts Program. The proposer shall refer to and follow requirements outlined in the Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program, dated June 2016, ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FAST\\_Updated\\_Interim\\_Policy\\_Guidance\\_June%202016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FAST_Updated_Interim_Policy_Guidance_June%202016.pdf)) in addition to and in response to the tasks listed below:

**Task 1: BRT Transit ways and Roadway Modifications (includes but not limited to civil, structural and/or geotechnical engineering; and utility placement/relocation)**

This task at a minimum will include planning and engineering for dedicated bus lanes, bicycle facilities, roadway pavement rehabilitation and resurfacing, medians and curb bulb outs, drainage, utility relocations, traffic signals, on-street parking and street lighting along the BRT corridor. This shall include topographic surveys, base mapping, site assessments, soils and pavement testing, right-of-way engineering in support of property acquisition or creation of easements, GIS administration, development of construction staging plans, support for third party agreements, utility and permit coordination, support for public outreach, marketing, and cost estimating during design, construction and commissioning of the BRT Transit way and Roadway Modifications.

Integration of bicycle and pedestrian amenities into the project wherever feasible and safe is very important to the community.

**Task 2: BRT Station Placement, Layout (with associated accessibility improvements) and Architecture (platform, canopy, landscape, amenities, etc.)**

This task includes but is not limited to planning and engineering for BRT stations and platforms, and installation of amenities and associated improvements to pedestrian facilities including crossings, ramps and sidewalks. Modifications to existing drainage, traffic signals, on-street parking, street lighting as well as utility relocations are to be included, as necessary, to accommodate the stations, platforms and amenities. This shall include topographic surveys, site assessments, soils and pavement testing, right-of-way engineering in support of property acquisition or creation of easements, GIS administration, development of construction staging plans, support for third party agreements, utility and permit coordination, support for public outreach, marketing and cost estimating during design, construction and commissioning of the BRT Stations and Platforms.

### **Task 3: Architecture, Urban Design, Signage Design, Branding and Landscaping**

Architecture and urban design services shall be provided for station amenities including shelters, windscreens, kiosks, benches, trash receptacles, lighting, decorative paving, detectable warning strips, and other features. The design and placement of amenities shall facilitate pedestrian and wheelchair access to and within the stations, boarding and alighting from the buses, and enhance the comfort, safety and security of riders.

The station environment shall provide for pedestrian circulation and waiting areas, along with public spaces for potential integration of public art. Passenger information and signage shall be developed specific to each station to inform riders about the station location, BRT and other transit routes servicing the station, the location of other BRT stations along the corridor, and nearby points of interest or destinations. Passenger information signage and electronic real time arrival displays (and announcements) shall be incorporated into kiosks or other station amenities.

This discipline shall include conceptual BRT branding elements including logos, signage and colors, landscaping and irrigation design, arborist services for developing recommendations for protecting, preserving and trimming/pruning existing vegetation to remain in the corridor, support for obtaining community design reviews and approvals, and cost estimating during design, construction and commissioning of the Architecture, Urban Design, Signage, Branding and Landscaping.

Understanding and experience in working in the State right-of-way, applicable community streetscape master plans and incorporation of the design features of existing and planned developments is a vital component of the project to integrate the BRT stations and transit ways into the community.

### **Task 4: Safety/Security, Fare Collection and Communications Systems**

This task includes various aspects of systems engineering to fully support the planning, design, operation and maintenance of new BRT systems such as cameras, emergency phones, lighting, e t c . The functioning of each of these systems should be monitored by CHT. Electrical service to power each system shall be provided by the local electric utility, or alternative system.

The Consultant shall include expertise on the team to provide CHT with an evaluation of the most cost-effective or flexible way to provide these system components and develop a System Operations and Maintenance Plan with input from the CHT Operations and Maintenance staffs.



The Consultant shall develop concepts for equipment to be installed on station platforms to assist CHT in working with project stakeholders and the community to obtain input and acceptance for the design, and approval.

**Task 5: Intelligent Transportation Systems (ITS)**

This task includes various aspects of ITS engineering to fully support the planning, design and operation of ITS systems such as Transit Signal Priority (TSP) and real time bus arrival information. This project will deploy displays (and announcements) at the BRT stations and support integration of the BRT service and new equipment into the existing system. Power and communications to new devices will be provided as described above. This includes development of a Concept of Operations and System Requirements, design for procurement and installation of equipment, support for system integration, support for third party agreements, support for public outreach and marketing and cost estimating during the design, construction and commissioning of the ITS Systems. ITS systems will adhere to any local or federal requirements.

**Task 6: Traffic Engineering, Signal Timing and Coordination**

This task includes traffic engineering services to complete requirements such as traffic modeling and simulation, level of service analysis for evaluation of potential project mitigations, assessment of TSP and signal coordination impacts on transit/BRT travel times in the corridor for use by CHT in Service Planning, development of TSP and coordination timing plans, inventorying existing signal equipment, support for traffic signal controller software development and programming, support for programming TSP detection ranges, support for third party agreements, support for public outreach and marketing and cost estimating during the design, construction and commissioning of the BRT system.

**Task 7: Parking Studies and Facilities Design**

Tasks under this discipline include studies for on-street parking supply and demand, parking economics, and parking management. Pending development of potential mitigations for on-street parking loss along the corridor, design services shall be provided for time-of-day parking restrictions, installation of parking equipment, and construction of new on-street and off-street parking facilities. Support shall be provided for third party agreements, public outreach and marketing, cost estimating, and property acquisition (if necessary) during the design, construction and commissioning of the BRT system.

**Task 8: Public Outreach, Reaction, Education and Marketing for Designs**

Public outreach, reaction and marketing services shall be provided to support all aspects of the project with specific tasks including policy and stakeholder engagement, meeting facilitation,



public workshops, presentations to Town Councils, Chapel Hill Transit partners, Committees, Orange County Board of Commissioners, residents, businesses, multi-faceted marketing and promotional campaigns, marketing collateral, targeted promotional materials, other promotional materials, media campaigns, website development and design and reacting to public and media questions/concerns as they arise.

### **Task 9: Technical and Policy Committees**

*The Policy Committee* will be responsible for the overall direction of the study and will be comprised of elected, government and organizational officials from the study area. The committee members will provide policy guidance throughout the study process. The committee will meet at major milestones during the study to facilitate the analysis, community input and study deliverables. The Consultant is expected to attend committee meetings to update on the study progress and identify issues for resolution. The committee will meet approximately quarterly.

*The Technical Committee* will be responsible for advising the Consultant on technical issues during the study. The committee will be a cross-section of transportation, planning and development professionals from the public and private sectors, community and business leaders and appointed citizens from the Citizens Committee from the study area. The Consultant is expected to attend committee meetings and provide technical information for consideration. The committee will meet at least quarterly and more frequently as required by the study.

The makeup of the committees and their respective roles are not static, and will evolve as the study progresses.

The goal is to develop partnerships among the various stakeholders to maximize the benefits of the project. These groups will provide the opportunity to discuss on a regular basis the high level approach to planning and implementation of the BRT, refine proposed concepts and bring to light any special partnership arrangements necessary to construct, operate and maintain the BRT system.

The Consultant is expected to make arrangements and participate in regular committee meetings throughout the duration of the project. Meeting times are envisioned to coincide with key project development periods. CHT will be responsible for providing meeting accommodation with the Consultant issuing invitations to participating stakeholders. The Consultant will prepare meeting agendas and presentation materials, assumed to include PowerPoint presentations and hand-outs, and for preparing meeting minutes and action items.

### **Task 10: Coordination, Agreements and Permits**

This task includes support for coordination between various Town Departments. Coordination with NCDOT is also critical; NCDOT is the owner of the road facility and must approve proposed designs and roadway modifications.

The Consultant shall make arrangements, attend and prepare minutes for design meetings with the responsible parties and other staffs. The Consultant will be responsible for preparing all design review applications and any design exceptions required. CHT will be responsible for executing agreements and paying all fees if and where applicable.

### **Task 11: Preliminary Cost Estimates**

The Consultant will develop all necessary cost estimates necessary to construct, operate and maintain the BRT system.

### **Task 12: Design Project Management Plan, Quality Control and Assurance Program (compliant with FTA requirements), Project Integration Program, and Contract and Project Administration**

Design project management responsibility will begin from preliminary engineering phase. This discipline includes all of the administrative, management, integration, engineering management, coordination of third party design reviews and permitting, support for public outreach and third party agreements, reporting and quality control functions needed to coordinate the work of other Consultant team members and to ensure delivery of an integrated design.

The Consultant shall establish a Quality Control and Assurance Program of its own work and sub-consultants' work and perform Quality Reviews of Preliminary Engineering and Final Design documents, which include configuration management as a component of the Program. The Consultant shall:

- Prepare a project-specific Quality Control and Assurance Program Plan that addresses FTA quality elements for design, design control, configuration control, etc.
- Assure quality for all work when submitted as Draft for review
- Convene Quality Control audits as needed to assure compliance to the Quality Control and Assurance Program Plan for its work and sub-consultant work and document their findings.
- Provide document control filing structure and a site for storage of all documents in electronic form.

The Consultant shall identify, develop, implement, and systematically document active programs for Project Integration. Aspects of the Project Integration will include at a minimum:

- Interface Integration
- Civil/Systems checks
- Systems/Systems checks
- Arch/Civil checks
- Arch/Systems checks
- Vehicle/Facilities integration checks
- Vehicle/Systems integration checks
- Adjacent Private Property conformance checks
- Private and Publicly-owned Utilities integration
- Applicable Codes and Regulations compliance
- Technical interface with local agencies to identify design needs and issues
- Regulatory Agencies Integration
- Project Design Commitments Made in Third Party Agreements
- Private Utilities Master Agreements
- Federal and State Funding Agencies
- Identification and resolution for community concerns (to the extent feasible)
- Conformance with the CHT Financial Controls and Reporting
- Review Preliminary Mapping, ensure its quality and completeness for use in Preliminary Engineering and provide a plan for any required improvements to satisfy Preliminary Engineering requirements
- Integration of potential corridor enhancement projects to be completed by others
- Exhibits of urban design concepts will be provided for community review

Contract and project administration tasks shall include but not be limited to:

- Administering Sub-Consultant Contracts
- Submitting Progress Reports to the Project Manager, as needed, which include information identifying progress on contract deliverables and trending against contract budgets and identifying and addressing variances. Progress reports shall also include identification of potential risk factors, an assessment of their likelihood and potential consequences and recommendations for mitigating them.
- Establishing and controlling Baseline Documents per the Consultant's Quality Control Program developed specifically for this project
- Controlling uniformity in preparation of Preliminary Engineering Documents
- Tracking review comments, coordinate such comments, and respond in accordance with the Master Design Review Schedule

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- Verifying and documenting that all concerns are addressed and, if required, included in the Preliminary Engineering Documents
- Creating the master design schedule

## **VII. TERMS AND CONDITIONS OF RFQ**

### **PROJECT ORGANIZATION**

CHT project manager will be responsible for coordinating the consultant team, and will be the primary point of contact with the consultant team. CHT will coordinate with the consultant for representation on various committees listed in the scope.

### **GENERAL CONSULTANT RESPONSIBILITIES**

The Consultant shall provide CHT with professional architectural and engineering services in the preliminary engineering phases of the Project. The Consultant will assign a Project Manager who will be available at all times to coordinate and accomplish the requirements of the project, within required time frames, from beginning of the study to the study completion and final report. The Project Manager proposed in the Consultant offering may not be changed during the course of the assignment without the prior written approval of CHT.

The Consultant's services will be required to be performed at the direction of a professional architect or engineer registered in the State of North Carolina.

The Consultant should be prepared to start work immediately upon written notice to proceed by CHT and proceed expeditiously. The preparation of a Project Schedule will be required to be prepared.

Consultant work will be required to conform to the project control budget as approved by CHT. CHT is the lead agency for the project, and all communications with other parties regarding the project need to be also imparted to the CHT project manager.

It will be the Consultant's responsibility to decide how and when meetings with individuals or groups are needed and to advise CHT in a timely manner when such meetings are needed. It will also be the Consultant's responsibility to seek all data and information for the study through CHT first if not readily available. Consultant shall use state and federal funds for this project in a responsible manner, and to be mindful of cost considerations with taxpayer dollars.

The Consultant work will comply with applicable federal regulations, local government regulations, the Americans with Disabilities Act, and others as may pertain.

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The Consultant will be required to attend meetings as described in the scope of work. The Consultant will be required to record minutes of these meetings and file copies, in both hard copy and digital format, with CHT within four working days of the meeting. The Consultant will be required to file monthly progress reports on the status of its design services with CHT and payment invoices will not be processed without them.

### **CONSULTANT REPORTING**

The Consultant shall report to CHT on the progress of its work through an assigned CHT project manager who will act as technical coordinator with the Consultant. The reporting shall consist of:

- Minutes (and other relevant materials) from meetings with various committees described in the scope for the purpose of information, negotiations, or presentations;
- Written summary of results/outcomes from public involvement activities (open houses, charettes, etc.)
- Monthly budget and progress reports within five days of the end of each month. Invoices will not be processed without accompanying progress reports. Invoices should clearly state the amount of funds spent on each task as outlined in the project schedule.

The Project Manager proposed in the Consultant offering may not be changed during the course of the assignment without the prior written approval of CHT.

### **SCHEDULE AND BUDGET CONTROL**

Consultant shall submit, within seven days of Notice to Proceed, a detailed project schedule. The detailed schedule shall be broken into logical packages.

A person-hour by title budget must be developed for all time required to complete the work included in each package. Additionally, a detailed breakdown of activities and associated person-hour requirements by title for the activities within the package shall be provided. Consultant invoices shall match employee titles provided in the cost proposal, with rates to be held steady over the course of the contract. The cost proposal shall include the hourly rate of all titles, PLUS any additional charges.

In order to keep costs down, any travel/meeting expenses will be reimbursed at the GSA Per Diem Rate based on city/state, this includes meals and hotels. Mileage will be reimbursed at the North Carolina State Office of General Services current rates. GSA rates may be reviewed at <http://www.gsa.gov/portal/category/21287>. Note that CHT is a tax exempt agency, and charges such as copying should be set up with CHT's own accounts.

The schedule shall be updated on a monthly basis to determine progress against schedule and percent of both task completed and budget expended, which should be closely correlated. As part

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of the monthly progress report, the Consultant shall provide the actual person-hours expended to date and percent complete by activity for each package, and forecast the remaining man-hours and duration to complete activities in progress.

## **GENERAL**

This Request for Qualifications does not commit the Town to enter into an agreement or to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations. The Town will require the selected Consultant, if any, to participate in negotiations and to submit such scope of services, schedule, cost, technical, or other revisions as may result from negotiation. The Town's Attorney shall review all final agreements and documents that may result from this Request for Qualifications.

### **a. Consultant Signature**

All submittals must be signed by an individual authorized to submit the proposal on behalf of the Consultant. The Consultant, by making the submittal, authorizes the Town to contact any or all references.

### **b. Modification or Withdrawal of Submittals**

At any time prior to the specified time and date set for submission, a Consultant or designated representative may modify or withdraw a submittal. Any proposal modification or withdrawal must be in writing, executed by an authorized person, and submitted prior to the submittal date. A submittal may not be modified or withdrawn by a Consultant after the submittal date and each Consultant so agrees in making the submittal.

### **c. Reservations and Rights by the Town of Chapel Hill**

This is not a bid solicitation and the Town is not obligated to accept any submittal or to negotiate with any Consultant. The Town reserves the right to accept a submittal that is deemed most favorable and in the best interests of the Town after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the professional and operational services best suited for the Town.

The issuance of this RFQ and the acceptance of submittals do not constitute an agreement by the Town that any agreement will actually be entered into by the Town. The Town expressly reserves the right to:

- Waive any immaterial defect or informality in any proposal or proposal procedure
- Reissue RFQ
- Request additional information and data from any or all Consultants

Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms. The Town reserves the right to negotiate with other Consultants if an agreement cannot be reached with the originally selected Consultant.

**d. Consultant Representations**

By submission of this proposal, the Consultant represents that it has not paid or agreed to pay any fee or commission or any other thing of value to any Town employee, Town official, or current contracting consultant of the Town.

**e. Right to Disqualify**

The Town reserves the right to disqualify any Consultant who fails to provide information or data requested or who provides materially inaccurate or misleading information or data.

**f. Consultant Incurred Costs**

The Town accepts no responsibility for any expenses incurred in the submittal preparation and presentation, such expense is to be borne exclusively by the Consultant. All materials and documents submitted by the Consultant in response to this Request for Proposals or any additional requests for materials and documents made by the Town for evaluation pursuant to this Request for Proposals will become the property of the Town and will not be returned. The selected Consultant shall be responsible for all costs incurred by it during negotiations.

**g. Contract Requirements**

Upon award, the successful proposer shall be required to execute any written contract the terms and conditions of which are set forth herein. **Proposers are urged to review the contract requirements, including insurance requirements.** Any significant exception to the required provision that was not submitted during the technical question period will result in a determination that a bid is non-responsive. All exceptions to the required provisions will be submitted during the technical question period. CHT will review the exception and suggested alterations and will determine if they will be accepted. CHT will then notify all proposers via addendum of the accepted change. Proposers that refuse to execute and return the contract shall forfeit bid deposit or bond if one was required, additionally proposers may be barred from bidding on future CHT contracts.

**h. Insurance Requirements**

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:



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Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Special Requirements: The Town of Chapel Hill is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

A copy of the contract agreement is included for your review. This agreement contains REQUIRED insurance. By submitting a proposal you are acknowledging acceptance of these insurance requirements as written and will comply with them. Any exception shall be submitted for approval during the technical question period. All proposers are strongly advised to communicate these requirements with their insurance provider PRIOR to bid submittal to ensure ability to comply with them.

## **i. Financial Stability**

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If requested, proposer must document its ability to service a contract with dollar sales volume similar to scope of this proposal through submission of financial statements documenting past sales history. The proposer must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. CHT reserves the right to request additional documentation from the proposer and to request reports on financial stability from independent financial rating services. CHT reserves the right to reject any proposer who does not demonstrate financial stability sufficient for the scope of this proposal.

**j. Freedom of Information Law**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

**SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.**

**k. State and Federal Certifications:**

Interested consultants must comply with all applicable U.S. Department of Transportation, Federal Transit Administration and/or North Carolina Department of Transportation requirements including, but not limited to the attached clauses (Attachment A). In addition, interested consultants will need to complete the following forms:

- DBE
- Debarment for Primary Contractor and for subs

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- Lobby Certification

Compliance with these requirements is mandatory for contract award.

## **VIII. CONTRACT SAMPLE OF RESULTING AGREEMENT**

**STATE OF NORTH CAROLINA  
CONTRACT FOR**

**COUNTY OF ORANGE**

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This Agreement, made and entered into by and between the Town of Chapel Hill, herein “Town”, and “Insert Contractor’s Name”, herein “Contractor” for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and “Insert Contractor’s Name” for “Insert Description of Contract”.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.

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**North-South Bus Rapid Transit Design, Project Development  
BID# xxx  
Town of Chapel Hill, North Carolina  
May 2017**

Page 24

3. Fee Schedule and Maximum Sum: Contract amount not to exceed (insert a not to exceed amount). Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.
8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until \_\_\_\_\_ 2\_\_\_\_\_.

This Contract is between the Town of Chapel Hill and (Insert Contractor's Name) for (Insert Name or Description of Contract).

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**INSERT CONTRACTOR'S NAME**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

ATTEST  
  
**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
PRINTED NAME & TITLE

DRAFT

\_\_\_\_\_  
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to Form and Authorization

\_\_\_\_\_  
TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
(INSERT DEPARTMENT) DIRECTOR

**IX. FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES**

**General**

The work performed under this contract will be financed, in part by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA, dated October 1, 2011; FTA Circular 4220.1F, dated February 15, 2011; “Best Practices Procurement Manual”, updated November 1, 2008; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**1. No Federal Government Obligations to Third Parties**

The Town and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Town,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. Access to Third Party Contract Changes to Federal Requirements**

The Contractor agrees to require and assures that its subcontractors require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required 49 U.S.C. 5323(g). The Contractor further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**3. Program Fraud and False or Fraudulent Statements and Related Acts**

(a) The Contractor acknowledges that the provisions of 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 actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent clam, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent clam, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**4. Access to Records and Reports**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## **5. Federal Changes**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedure and directives, including without limitation, those listed directly or by reference in the Agreement (FTA MA(16) dated October, 2009) between the Town and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **6. Civil Rights**

The Chapel Hill Transit (CHT) is an Equal Opportunity Employer. As such, the CHT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CHT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees:

- 1) It will not use any violating facilities;
  - 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
  - 3) It will report violations of use of prohibited facilities to FTA; and
-



4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**7. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, is hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Town of Chapel Hill requests which would cause the Town of Chapel Hill to be in violation of the FTA terms and conditions.

**8. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**9. Termination for Convenience and Default; Opportunity to Cure**

The Town may terminate this contract in whole or in part, for the Town’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town’s contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

If the termination is for the convenience of the Town, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for the failure of the Contractor to fulfill the contract obligations, the Town may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Town.



If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.

Chapel Hill Transit, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Chapel Hill Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Chapel Hill Transit setting forth the nature of said breach or default, Chapel Hill Transit shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Chapel Hill Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that Chapel Hill Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Chapel Hill Transit shall not limit Chapel Hill Transit's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **10. Debarment and Suspension**

Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance to for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be cancelled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of the Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

## **11. Disputes**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Town. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative of the Town. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the town shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute -Unless otherwise directed by project, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Reference 49 CFR Part 18 and FTA Circular 4220.1F.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in questions between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.

Rights and Remedies –The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **12. Resolution of Disputes, Breaches, or Other Litigation**

To the extent applicable, the Contractor agrees to administer each Project financed with Federal credit assistance authorized under the Transportation Infrastructure Finance and Innovation Act, as amended (TIFIA), in accordance with: (1) 23 U.S.C 601 through 609, including any further amendments thereto that may be enacted; (2) 49 U.S.C 5307, 5309, and 5323(o); (3) joint U.S. DOT/FTA regulations, “Credit Assurance for Surface Transportation Projects,” 49 C.F.R. Part 80 and 49 C.F.R Part 640, to the extent those regulations have not been superseded by SSAFETEA-LU, and any amendments to those regulations when promulgated. Any provision of this Master Agreement that conflicts with 23 U.S.C. 601 through 609, 49 U.S.C 5307, 5309, or 5323(o), or the foregoing joint U.S.DOT/FTA regulations, or amendments thereto, will not apply to the TIFIA Loan, Loan Guarantee, or Line

of Credit made available for the Project. The Contractor agrees that FTA may declare the Contractor in violation of the Master Agreement if the Contractor has defaulted on a TIFIA Loan, a Loan Guarantee under TIFIA, or a Line of Credit made available under TIFIA, and such default has not been cured within 90 days.

**13. Disadvantaged Business Enterprises (DBEs)**

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient’s written consent; and that, unless the recipient’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

**Overview**

It is the policy of the Chapel Hill Transit and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Chapel Hill Transit to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Chapel Hill Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Chapel Hill Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the Chapel Hill Transit.

### **Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Chapel Hill Transit deems appropriate.

### **DBE Participation**

For the purpose of this Contract, Chapel Hill Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Chapel Hill Transit.

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at 2%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for

amounts totaling **not less than 2%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

**Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the Chapel Hill Transit.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

**Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the Chapel Hill Transit will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the Chapel Hill Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the Chapel Hill Transit's DBE Coordinator (questions of RFQ requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the Chapel Hill Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
  1. The names, addresses, and telephone numbers of DBE's that were contacted;

2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the Chapel Hill Transit that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the Chapel Hill Transit's **Purchasing and Contract Manager, Zakia Alam. Purchasing and Contract Manager** will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Chapel Hill Transit will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the Chapel Hill Transit's prior written consent. Chapel Hill Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Chapel Hill Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the



Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### **Continued Compliance**

Chapel Hill Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to Chapel Hill Transit that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Chapel Hill Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Bidder/Offeror shall permit:

- Chapel Hill Transit to have access to necessary records to examine information as Chapel Hill Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of Chapel Hill Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

### **Sanctions for Violations**

If at any time Chapel Hill Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Chapel Hill Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

## **14. Lobbying Restrictions**

---

The undersigned 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **15. Clean Air Act**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations, issued pursuant to the Clean Air Act, as amended 42 U.S.C. Sect. 7401 et seq. and 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.



## **16. Clean Water**

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **17. False Statements or Claims Civil and Criminal**

The Contractor acknowledges and agrees that:

Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C et. Seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R Part 31, apply to the Contractor’s activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, makes, or may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal 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 Government deems appropriate.

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

## **18. State and Local Disclaimer**

The Contractor shall indemnify, keep, and save harmless the Town of Chapel Hill, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against the Town of Chapel Hill arising out of this contract, except to the extent that said injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses arise out of, or result from the Town of Chapel Hill’s acts or omissions, including acts or omissions of the Town of Chapel Hill’s agents, officials and employees.

**19. Incorporation of FTA Terms**

The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Chapel Hill Transit requests, which would cause the Chapel Hill Transit to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (19) dated October 2012, between the City and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**20. No Government Obligation to Third Parties**

The Contractor agrees that it will comply the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows: The Town and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not party to the Contract) pertaining to any matter resulting from the underlying Contract.

DRAFT

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**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE  
PARTICIPATION OF  
DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The Contractor hereby certifies that it will comply with the requirements of Section 19 of the FTA Act, Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 100(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the DOT implementing regulations of 49 CFR Part 26.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential Contractor for a major third party contract), \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the  
(Contractor)

\_\_\_\_\_ has authority under State and Local law to comply with the subject assurances  
(Contractor)

and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

DRAFT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The \_\_\_\_\_ hereby certifies, to the best of their knowledge and belief, that:  
(name of firm)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to 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 hereof.

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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601,a.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by Sect. 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq. apply to this certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_; and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## 4B. Chapel Hill Transit Public Transit Committee Future Meeting Schedule

Action: 1. Approve schedule as presented.

Staff Resource: Brian Litchfield, Director

- During the May 23, 2016 meeting, the Public Transit Committee (Partners) adopted a meeting schedule through June 2017 (generally the fourth Tuesday of each month, unless otherwise noted). Staff is recommending the adoption of a similar schedule through June 2018. If approved the schedule will be posted on the Partners' webpage and the Town's meeting calendar.

Chapel Hill Transit Public Transit Committee Meeting Schedule		
Date	Time	Location
July	No Meeting	CHT - 1st Floor Conference Room
August 22, 2017	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
September 26, 2017	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
October 24, 2017	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
November 21 or 28, 2017	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
December	No Meeting	CHT - 1st Floor Conference Room
January 23, 2018	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
February 27, 2018	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
March 27, 2018	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
April 24, 2018	11:00 A.M. – 1:00 PM	CHT - 1st Floor Conference Room
May 22, 2018	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room
June 26, 2018	11:00 A.M. – 1:00 P.M.	CHT - 1st Floor Conference Room

**Recommendation**

- Staff recommends approval of the schedule through June 26, 2018, as presented, with guidance from the Partners on the November meeting date.

**4C. FY2017-18 Transit Budget Development Update**

Action: 1. Receive information and provide staff with feedback

Staff Resource: Rick Shreve, Budget Manager  
Brian Litchfield, Director  
Nick Pittman, Transit Planning Coordinator

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**Overview**

Staff will provide an update on the FY2017-178 Chapel Hill Transit budget at the April 25, 2017 Partners meeting. Staff anticipates that due to additional funding from the Orange County Transit Plan and several capital grants that the Partners contributions will likely be similar to the current fiscal year. As we move into FY19 we expect that Partner increases will be needed to cover current costs and additional capital expenditures.

The presentation will detail capital and operating investments made with Orange County Transit Plan funds and the service adjustments proposed during the March 28, 2017 meeting. During FY17 we purchased 16 fixed-route buses using debt-financing and capital reserve funds. For FY18 we plan to purchase up to 19 fixed-route buses using Orange County Transit Plan and grant funds, which should bring us in-line with the Capital Plan.

The FY18 budget request will include funds to assist with the lease of a 40-foot electric bus that will allow us to analyze the bus while in service, along with reviewing other reasonable alternatives (e.g. Compressed Natural Gas, Hydrogen, etc.) as we look at future bus purchases.

**Upcoming Dates for Town of Chapel Hill budget process**

- May 8, Business Meeting, Presentation of Manager's Recommended Budget
- May 10, Budget Work Session
- May 15, Public Hearing on Recommended Budget
- May 31, Budget Work Session (If needed)
- June 5, Budget Work Session (if needed)
- June 12, Adoption of 2017-18 Budget (scheduled)

**Next Steps**

- Transit staff will provide an update at the May 23, 2017 Partners Meeting
- Staff will be working with Partners to establish meetings to review proposed contributions for FY17-18 and service improvements/adjustments.

**Recommendation**

- Partners discuss the information on the projects and provide staff with feedback.

**4D. Financial Sustainability Study – Service Planning Phase**

Action: 1. Each funding Partner identify a representative for both the Technical Advisory Committee and Policy Committee.

Staff Resource: Rick Shreve, Budget Manager  
Nick Pittman, Transit Planning Coordinator  
Brian Litchfield, Director

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**Overview**

The Partners' approved the scope of work for the Strategic and Financial Sustainability Study – Service Planning Phase at their March 28, 2017 meeting. The Technical Advisory Committee (TAC) will meet on a regular basis and work with the consultant team to develop work products and recommendations for the Partners Committee consideration. The TAC should include at least one staff representative from each funding Partner. The Policy Committee will meet much less frequently and will provide strategic direction along with reviewing final work products and recommendations prior to presentation to the Partners Committee. The Policy Committee should consist of one representative from each funding Partner.

**Recommendation**

- Each funding Partner identify a representative for both the Technical Advisory Committee and Policy Committee.

**4E. Summer Construction Projects****Action: 1. Receive information and provide staff with feedback**Staff Resource: Nick Pittman, Transit Planning Coordinator

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**Overview**

Over the summer several road construction and development projects may impact Chapel Hill Transit services. These projects include:

**South Road Underground Steam Tunnel**

Beginning May 15, 2017, South Road will be closed between Fetzer Gym and Stadium Drive to repair an underground steam tunnel. This closure will require detours on nine (9) weekday routes. The following routes will be effected: A, CCX, FCX, G, NU, S, U, and V. Individual route detours and maps will be posted in early May.

This project is expected to last two (2) months.

**Hillsborough Street**

In June, Hillsborough Street will be reduced to one (1) lane of travel from Martin Luther King Junior Boulevard to Franklin Street due to OWASA's Waterline Installation project. The construction project will affect all northbound vehicular traffic on Hillsborough Street and will cause detours to the A and Saturday T routes.

This project is expected to last six (6) months.

Staff will be finalizing detour routes and schedules as the dates for these projects are finalized. We will work with our Partners to share information as widely as possible, similar to the efforts we have undertaken during previous summer construction seasons.

**Recommendation**

- Partners discuss the information on the projects and provide staff with feedback.

## 4F. Draft Orange County Transit Plan

Action: 1. Receive information and provide staff with feedback

Staff Resource: Brian Litchfield, Director  
Nick Pittman, Transit Planning Coordinator  
Mila Vega, Manager of Transit Development

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**Overview**

GoTriangle has presented a draft update to the Orange County Bus and Rail Investment Plan, now called the Orange County Transit Plan. The Plan has seen several adjustments due to many factors, most significant is the change in the cost share agreement for the capital cost of the DOLRT project, which is now 81.5% Durham County, 16.5% Orange County and 2% Funding and Community Collaborative (private fundraising). DOLRT operating and state of good repair costs will be shared at 80% Durham and 20% Orange through June 30, 2036 and will shift to 81% Durham and 19% Orange after June 30, 2036.

Staff is drafting comments on the Plan to share with the Partners at the April 25, 2017.

It is also important to note the Orange BOCC has also asked staff to re-negotiate the implementation agreement that governs bus funding. The current agreement is 64% - Chapel Hill Transit, 24% - GoTriangle and 12% - Orange Public Transit (OPT). There is also a request to potentially look at adjusting Chapel Hill Transit's share as we may get the bulk of the assumed "rail dividend" hours. All the "rail dividend" hours in the Plan are not associated with Chapel Hill Transit. We understand that they are a combination of at least Chapel Hill Transit and GoTriangle hours, that could potentially be redeployed.

As noted in recent GoTriangle presentations and the draft Plan there is a need to identify additional service needs to connect with light rail stations beyond the improvements currently in the Plan. Chapel Hill Transit will begin this effort as part of our short-range transit plan in August 2017 – as noted in the scope of work our interest is to work with our funding partners, public, GoTriangle, Orange County and other regional partners in this effort.

**Orange County Transit Plan "Rail Dividend" Hours and Additional Service Needs Information (summary):**

- Current draft plan shows 30,000 – 45,000 "Rail Dividend" service hours that could be redeployed in 2029 for Orange County. This includes Chapel Hill Transit and GoTriangle hours.

- Chapel Hill Transit currently operates ~30K hours in the 54 corridor, of which ~17K are fully funded by UNC.
  - While UNC hours may be used for transit needs, they may not all be allocated to serving rail stations. For example – FCX hours could be reallocated to provide service up Raleigh/South Road to serve north campus and HU hours could continue to serve Old Mason Farm and/or make connections to Ephesus Fordham/Eastowne area
  - V route would likely continue to operate as a local route
- Draft Plan notes need to connect services to light rail stations in 2029 (beyond 19K hours in plan for Chapel Hill Transit).
- Chapel Hill Transit’s efforts will be coordinated with funding partners, public, GoTriangle, Orange County and other regional partners.
  - analyze routing options for bus service connections to light rail stations planned within or adjacent to CHT’s existing service area (identify operating and capital costs).

**Dates of Interest**

- April 27: Orange BOCC vote on plan (Hillsborough, Whitted Bldg at 7pm)
- April 28: DCHC MPO vote on plan (Durham City Hall at 9am)
- April 28: GoTGriangle Board vote on plan (GoTriangle at 12:30pm)

**Attachment**

- Orange County Transit Plan – Draft (April 21, 2017 version: some of the financial figures are still subject to change).

**Recommendation**

- Partners discuss the information provided and provide staff with feedback and direction.

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## Executive Summary

Over several decades, the Triangle has been one of the fastest growing metropolitan regions in the United States, and this growth remains strong. Each day, 20 new residents call Durham and Orange County home, while Wake County adds over 60 new residents daily. This growth brings challenges and opportunity for ~~both how~~ ~~both our~~ communities develop and how ~~people~~ ~~we~~ get around. This region is what it is today because of numerous strategic decisions – the siting of the State Capitol in Raleigh, the creation of the first public university in the United States in Chapel Hill, the construction of the North Carolina Railroad through Durham, and the decision to build a research center amid these communities that has grown into a globally recognized center of science and technology.

Built to complement each other, the transit plans of Durham, Orange, and Wake counties are the expression of the region's next strategic decision: that exceptional public transportation can bring all of our communities together in a way that supports economic growth, expands travel choices beyond increasingly congested roadways, enhances job access and opportunity for residents across the income spectrum, and helps preserve our natural resources by focusing growth more in transit corridors and less near environmentally sensitive areas.

The 2017 Orange County Transit Plan updates the 2012 Bus and Rail Investment Plan adopted by the governing boards of Orange County, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO), and GoTriangle. The goals

of this plan have not changed from the original plan. They remain:

- Improving overall mobility and transportation options
- Providing geographic equity
- Supporting improved capital facilities
- Encouraging transit-supportive land use
- Providing positive impacts on air quality

There are four dedicated revenue streams used to fund the local share of projects and services in this Plan, referred to throughout the Plan as Tax District Revenues. These revenues are collected in both Durham and Orange Counties; the revenues governed by this Plan are those collected in Orange County. These four dedicated Tax District Revenue streams are as follows:

- **Article 43:** Half-Cent Sales and Use Tax
- **Article 50:** Five-Percent Vehicle Rental Tax
- **Article 51:** Three-Dollar increase to GoTriangle Regional Vehicle Registration Fee
- **Article 52:** Seven Dollar County Vehicle Registration Fee

Many of the projects and services in this Plan will be funded through a combination of Tax District Revenues and other funds including farebox revenues, state funds, and federal funds. Using these various funding sources, this Plan strives to equitably meet the transportation needs and goals of Orange County.

The projects and services to be funded under this Plan, regardless of whether they rely in part or in total on the Tax District Revenues, are:

- New hours of bus service in both urban and rural Orange County above and beyond the bus service that was available in 2013, as well as and financial support for the existing system, providing connections to destinations throughout the county and in Alamance, Durham, and Wake Counties. **In total, over 34,000 hours of bus service are funded in this Plan**
- **A light rail transit (LRT) project that will provide 50,000 annual hours of high-quality, efficient, and reliable rail service between Chapel Hill and Durham**, with the goal of improving regional mobility, accelerating economic growth, and encouraging the growth of transit-oriented development. When light rail service begins, it will free up thousands of existing bus hours where rail service can replace trips served by buses today. GoTriangle, Chapel Hill Transit, and GoDurham will work together to deploy these "rail dividend" hours to connect neighborhoods throughout the counties to light rail stations and other bus routes
- A set of bus capital projects to improve the transit passenger's experience, including **new and improved bus stops with amenities such as benches and shelters and access improvements such as sidewalks and trails**

- An intercity (Amtrak) train station in Hillsborough, linking northern Orange County to destinations throughout North Carolina, and along the East Coast with **fast passenger rail service**
- A bus rapid transit (BRT) project that provides **more efficient and effective transit through the congested core of Chapel Hill, UNC, and UNC Medical Center**

Through these investments, there is an opportunity to develop an exceptional public transportation system in Orange County, improving the travel options and local economy for those who live in, work in, or visit Orange County, and transform the way people get around their community.

Significant progress has been made in delivering the investments from the 2012 Plan, though some milestones have been reached more slowly than originally projected. **Section 2 describes the status of all projects and services implemented or advanced since the levying of the transit taxes in 2013.**

The most significant differences between the 2012 Plan and this 2017 Plan are driven by the funding assumptions. Changes to state and federal transportation funding laws and policies have greatly affected revenues available to implement projects and services. This is true for bus purchases and bus facilities, as well as for the major capital investments in the Durham-Orange LRT Project and the North-South BRT project. **These changes to state and federal funding assumptions are explained in more detail in Section 3.**

As the staffs of GoTriangle, Orange County, and the Towns of Chapel Hill, Carrboro, and Hillsborough have implemented the 2012 Plan, more definition has been given to the services and projects that are expected to be delivered over the next 12 years. **Section 4 describes these projects and services, unfunded priorities from the 2012 Plan, and additional expansion that would remain unfunded in this Plan.**

As a major project which serves both counties, the cost of construction, operations, and maintenance of the Durham-Orange Light Rail Transit Project is shared between the two county Plans using agreed upon percentage splits. In the 2012 Plan, the split was approximately 77 percent Durham, 23 percent Orange. The parties negotiated a new cost-split for several reasons:

- The scope of the D-O LRT Project was expanded. The alignment now extends 0.6 miles further into Durham, with an additional station at North Carolina Central University
- Changes to the alignment at the New Hope Creek Crossing extended the length of the alignment in Durham
- A station proposed for Orange County, Meadowmont Station, was replaced by Woodmont Station in Durham County

This Plan incorporates the cost split memorialized in a separate cost-sharing agreement which has been executed simultaneously with the Plan. The cost-sharing agreement allocates expenses as follows:

- Project capital costs:
  - Durham: \$ 738.4 (YOE)
  - Orange: \$149.5 (YOE)
- Operating expenses (through June 30, 2036)
  - Durham: 80 percent
  - Orange: 20 percent
- Operating expenses (after June 30, 2036) and State of Good Repair costs
  - Durham: 81 percent
  - Orange: 19 percent

Table ES-1 below compares the Tax District Revenues used to fund projects and services between the 2012 Plan and this 2017 Plan.

In our evaluation of the ability of the Tax District Revenue to accommodate reductions in state and federal funding availability, we assessed costs of projects and service, the delivery schedule for projects and services, and the projected level of borrowing. The projected borrowing capacity is linked directly to the assumptions about Tax District Revenue growth. In accordance with industry standards, the 2017 Plan uses a baseline revenue forecast developed in late 2016 by Moody's Analytics, a well-regarded economic analytics firm. In accordance with Federal Transit Administration (FTA) guidance, the financial plan has also been evaluated using a downside forecast developed by the same firm, to understand the effects and potential mitigations that may be required to plan for less-than-expected sales tax growth. **A detailed financial plan can be found in Section 5. Further explanation of the risks to the**

**financial health of the plan and the available mitigation strategies can be found in Appendix B.**

As in the 2012 Plan, there remains uncertainty about whether and how much state and federal funding will be available to implement the services and projects in the 2017 Plan, as well as how much Tax District Revenue will be raised. However, those funding amounts will be known prior to entry into construction for any project, providing opportunities to reduce project scope or revise the schedule, consider other funding sources, or suspend the projects. This Plan establishes an implementation process to ensure that projects are developed and funded responsibly. **A description of the implementation process that will be used to commit Tax District Revenue is included in Section 6.**

A draft of the Plan was released for public comment before this final Plan was prepared. **A discussion of the development of the Plan and the public involvement process is provided in Section 7.**

This 2017 Plan comes at a pivotal time for Orange County and the broader region. The Triangle region has grown significantly and is forecasted to continue growing. There also continues to be significant public demand for reliable, affordable alternatives to traveling by private automobile. Yet due to recent funding reductions at the state and federal level, the choices embodied in this Plan come with increased reliance on Tax District Revenue and a greater understanding of the risks associated with major transit investments. This Plan seeks to attenuate those risks through reasonably conservative estimates of both revenues and expenditures.

At its core, this Plan reflects an opportunity to move forward with transit services and projects that will shape the future of Chapel Hill, Carrboro, Hillsborough, the University of North Carolina at Chapel Hill, the UNC Hospital system, the whole of Orange County, and the Triangle region.

Figure 1.1-1: ES-1: Orange Share of Tax District Spending

Cost Category	2012 Plan	2017 Plan		
	Orange Share of Tax District Spending	Orange Share of Tax District Spending (Plan extends to 2045)		
	2013 - 2035	2017 - 2035 only	2036 - 2045 only	2017 - 2045
Bus Service Operations	\$82.7 M	\$77.2 M	\$62.9 M	\$140.1 M
Bus Purchases	\$1.8 M	\$11.5 M	\$4.5 M	\$16.0 M
Bus Facilities	\$0.7 M	\$5.6 M	\$2.5 M	\$8.1 M
Administrative Expenses	Not programmed	\$0.7 M	\$0.5 M	\$1.2 M
Hillsborough Train Station	\$0.9 M	\$0.7 M	\$0.0 M	\$0.7 M
North-South BRT Project	\$6.1 M	\$6.1 M	\$0.0 M	\$6.1 M
North-South BRT Operations & Maintenance	Not programmed	Not programmed	Not programmed	Not programmed
D-O LRT Project Capital Cost (Orange Share)	\$104.6 M	\$149.5 M	\$0.0 M	\$149.5 M
D-O LRT Operations & Maintenance (Orange Share) <sup>1</sup>	\$29.6 M	\$30.9 M	\$54.7 M	\$85.7 M
<b>Total Funds for Projects and Services</b>	<b>\$225.5 M</b>	<b>\$282.2 M</b>	<b>\$125.1 M</b>	<b>\$407.3 M</b>
<b>Minimum Cash Balance</b>	<b>\$4.1 M</b>	<b>\$3.8 M</b>	<b>\$14.4 M</b>	<b>\$3.8 M</b>
<b>Unallocated Reserves in Final Year of Period</b>	<b>\$45 M</b>	<b>\$16.7 M</b>	<b>\$14.7 M</b>	<b>\$14.7 M</b>

<sup>1</sup> The planned date of opening for light rail service has shifted from 2026 in the 2012 Plan to 2028 in this 2017 Plan.

<sup>2</sup> The minimum cash balance from the 2012 plan is reported in 2011 dollars.

## 1. About this Plan

This Orange County Transit Plan, referred to herein as this “Plan,” “updated Plan,” “2017 Plan,” and/or “Plan update,” contains a program of transit services and projects to be funded by the dedicated local revenues for transit in Orange County over the period from 2017 to 2045.

There are four dedicated revenue streams used to fund the local share of projects and services in this Plan, referred to throughout the Plan as Tax District Revenues. These revenues are collected in both Durham and Orange Counties; the revenues governed by this Plan are those collected in Orange County. These four dedicated Tax District Revenue streams are as follows:

- **Article 43:** Half-Cent Sales and Use Tax
- **Article 50:** Five-Percent Vehicle Rental Tax
- **Article 51:** Three-Dollar increase to GoTriangle Regional Vehicle Registration Fee
- **Article 52:** Seven Dollar County Vehicle Registration Fee

This Plan is the first update of the Orange County Bus and Rail Investment Plan adopted in 2012, referred to herein as “the original Plan” or “the 2011 Plan.”

Durham County has a similar plan referred to herein as “the Durham Plan.” The plans are collectively referred to as “the Durham and Orange Transit Plans.”

*Some dates in this document are reported as fiscal years. The fiscal year for the tax district begins July 1 and ends June 30.*

### 1.1 Why Transit?

The updated Orange and Durham Transit Plans strengthen the communities’ long-standing support of transit both to facilitate a compact, walkable community and to help lower-income residents and employees who rely on transit for their daily needs. Before implementing the original Bus and Rail Investment Plans in 2011 and 2012, the counties, municipalities, and UNC and Duke had been making significant investments in transit. Today, about 72,000 people ride transit each weekday in the two counties due in large part to the high level of transit service provided. In fact, on a per capita basis, Orange County and Durham County provide more bus service than transit-rich areas such as Portland, Oregon and Minneapolis-St. Paul, Minnesota.

To strengthen the region’s transit investments, the Plans build on this strong base by providing enhanced bus service that improves existing service and connects with new destinations, investing in a light-rail system that will spark compact and sustainable economic development along existing urban areas, and providing enhanced access to transit and improved bus facilities including hundreds of improved bus stops, transit centers, and park-and-rides. Overall, these investments will benefit all members of our community and help Chapel Hill, Carrboro, Hillsborough, and Durham grow in ways that promote transit, walking, and bicycling while protecting our sensitive natural environment.

The population of Orange County and Durham County have grown dramatically over the last few decades, and this growth is expected to continue. By 2045, Orange County is expected to



increase its population another 41 percent, while Durham County will grow 70 percent. This growth is due in large part to the continued strength of the region's varied and resilient economy, anchored by a variety of universities and colleges, medical centers, and research and development industries.

This growth helps bring prosperity to the region, but it also brings transportation challenges. The key roads in the region, such as US 15-501, NC 54, I-40, I-85, and the Durham Freeway (NC 147) experience congestion during morning and evening commute times. Even with billions of dollars in planned highway and transit investments over the next 25 years, traffic congestion is expected to get worse and travel times will continue to increase. Simply put, the capacity of the roadway system will not keep pace with the increase in traffic volumes.

These transportation challenges make it difficult for the local governments to direct this incoming growth in a focused, sustainable, and responsible manner. The expected growth can strain the natural resources in our region. Orange County is the headwaters of several rivers and streams in the Piedmont region. Without investment in transit, our region's growth will be dominated by low-density suburban sprawl that negatively impacts our natural resources.

County and municipal governments in Orange County and Durham County have developed plans and implementation strategies that seek to direct growth into more compact, walkable, higher-density, mixed-use development, instead of

the sprawling, auto-centric development that has characterized much of the region's growth. These plans were developed, in part, because of the capacity and expansion challenges facing the existing roadway network. In addition, the communities seek to create more centralized residential and business districts that are accessible using multiple modes of transportation including transit, bicycling and walking. Reliance on automobile travel to solve the region's mobility needs will not allow local governments to meet these land-use and multimodal goals.

A quality transit system also provides significant equity benefits to county residents who are most in need. Car ownership is expensive. According to the American Automobile Association, the average annual cost to own and operate a vehicle is \$8,558; the total average cost per mile driven is 57 cents per mile.<sup>1</sup> According to a 2015 onboard customer survey, half of GoDurham's passengers have annual household income of less than \$15,000, and another quarter have annual household income between \$15,000 and \$25,000. A 2016 survey found that 51 percent of Chapel Hill Transit's riders have an income less than \$30,000. Overall, 9 percent of Durham County residents and 5.1 percent of Orange County residents do not own a single vehicle.<sup>2</sup> Among households which have two workers, 11.7 percent in Durham County and 13.7 percent in Orange County only have access to one vehicle.

<sup>1</sup> Driving Costs Hit Six-Year Low, Finds AAA, <http://newsroomaaa.wpengine.com/auto/your-driving-costs/>

<sup>2</sup> American Community Survey 20011-15 5-Year Estimates.

Many people in the two counties rely on transit – based customer satisfaction surveys conducted in 2015 and 2016, 38 percent of Chapel Hill Transit passengers, 62 percent of GoDurham passengers and 32 percent of GoTriangle passengers either have no access to a car overall or for the transit trip they were making.

Thus, for people in our community, transit is a lifeline and provides their only opportunity to access employment and educational opportunities and social services. About half of GoDurham’s riders use the system to go to work, while another 10 percent use it to get to school. Half of Chapel Hill Transit’s riders use the system to go to or from school.

Orange and Durham counties are also interconnected, with major job hubs at UNC, Duke and downtown Durham and other sites that draw across county lines. According to the most recent U.S. Census data, 20 percent of Orange County residents commute to work in Durham County, or more than 14,300 people. In Durham County, 17,606 residents – 9.5 percent of the total – commute to Orange County for work. This does not include the thousands of students at Duke, UNC and NCCU who also live in one county and attend school in another, or who travel between the two counties for other educational or social opportunities.

The updated Orange and Durham Transit Plans continue this long local tradition of supporting transit and linking the region by devoting additional resources towards improving the transit network through enhanced bus service, a high-quality light rail system, and improved bus facilities.

## 1.2 Goals of this Transit Plan

The original Plan and this update have been developed by representatives from Orange County, the Towns of Chapel Hill, Carrboro, and Hillsborough, the University of North Carolina at Chapel Hill (UNC), and GoTriangle, with the primary goal of improving transit options throughout the county and making stronger connections with neighbors in the Triangle region.

The specific goals of the original Plan, which have been carried through into development of this Plan update, include:

- Improving overall mobility and transportation options
- Providing geographic equity
- Supporting improved capital facilities
- Encouraging transit-supportive land use
- Providing positive impacts on air quality

The Plan addresses the identified goals in the following ways:

### Improving overall mobility and transportation options

The Plan provides improved bus service throughout the urban and rural sections of Orange County, connecting to local residential and employment centers throughout the county, and key regional destinations in Alamance, Durham and Wake Counties. In addition, the Durham-Orange Light Rail Transit system and North-South Corridor Bus Rapid Transit system provide new mobility options along some of the most heavily traveled and congested travel corridors in our region.

Providing geographic equity

The Plan allocates a dedicated percentage of bus service funds to Orange Public Transportation (OPT), which provides service largely in northern Orange County, including Hillsborough, as well as connecting service between northern Orange County and Chapel Hill. In addition, the Plan helps fund a new intercity (Amtrak) train station in Hillsborough, linking northern Orange County to destinations throughout North Carolina and along the East Coast with frequent passenger rail service, including three daily round-trips between Charlotte and Raleigh. The North Carolina Department of Transportation plans to add up to two additional round trips in coming years.

Supporting improved capital facilities

The Plan invests in capital projects to improve transit passengers' experience, including new and improved bus stops with amenities such as benches and shelters, improved access for walking or biking to bus stops, and park-and-ride lots to broaden access to the transit system. The D-O LRT Project will implement substantial capital facilities that will provide a high level of passenger amenities, and will also provide improvements to bicycle, pedestrian and roadway facilities around key stations.

Encouraging transit-supportive land use

The D-O LRT Project will provide a high-quality, reliable transit system that can support compact and walkable transit-oriented development around D-O LRT stations. A station-area study funded through a grant by the Federal Transit Administration is

currently underway, with participation by GoTriangle, the Town of Chapel Hill, and the City of Durham. The study's goal is to determine the economic potential of the light-rail station areas and determine how to maximize the economic benefits to the region while meeting other important local goals such as preservation of open space, equity, and affordable housing.

The N-S Corridor BRT Project will also provide the frequent transit service and high-quality infrastructure to encourage further transit-supportive development along the Martin Luther King, Jr. Boulevard corridor in Chapel Hill. The expansion of frequent bus service throughout the urban areas will also support transit-oriented lifestyles.

Providing positive impacts on air quality

The enhanced transit system, along with the D-O LRT system and transit-oriented development sparked by the project, will provide more multimodal transportation options for residents, allowing them to substitute transit, bicycle and pedestrian trips for auto trips, reducing vehicular emissions.

**1.3 Transit Providers**

Transit services in Orange County are provided by three agencies, each of which has participated in the drafting of the original Plan and this updated Plan.



**Chapel Hill Transit** is a multijurisdictional agency formed by a partnership of the Towns of Chapel Hill, Carrboro, and UNC. Chapel Hill Transit is

responsible for regular and express routes and demand response service in the Chapel Hill, Carrboro, and University area. Chapel Hill Transit also provides regional express bus service to Hillsborough in cooperation with GoTriangle.



**Orange County Public Transportation (OPT)** is a county agency that is responsible for providing transportation services

to all residents of unincorporated Orange County, the Town of Hillsborough, Efland, and a portion of the City of Mebane with destinations within and beyond Orange County’s borders. OPT provides community transportation in unincorporated Orange County consisting of demand response and circulator service within Hillsborough (in cooperation with the Town of Hillsborough), midday service connecting Chapel Hill to Hillsborough, and to Cedar Grove in northern Orange County.



**GoTriangle** is a regional transit agency serving Wake, Durham, and Orange counties. GoTriangle

provides regional commuter express and demand response service connecting Wake, Durham, and Orange counties, provides express service connecting Mebane to Hillsborough and the City of Durham, and manages the Durham-Orange Light Rail Transit (D-O LRT) Project.



The signatories to this Plan are Orange County, GoTriangle, and the **Durham-Chapel Hill-Carrboro Metropolitan Planning**

**Organization (DCHC MPO).** The governing board of the DCHC

MPO includes local elected officials from the City of Durham, Town of Chapel Hill, Town of Hillsborough, Town of Carrboro, Durham County, Orange County, and Chatham County.

**1.4 Plan Governance**

The original Plan was approved in 2012 by Orange County, the DCHC MPO, and GoTriangle. Along with this Plan, Orange County, Durham County, and GoTriangle have approved an update to the Interlocal Agreement for Cost Sharing (the “Cost-Sharing Agreement”) that governs the division of responsibility for costs associated with the D-O LRT Project, a key element of the Plan which serves both counties. This supersedes the original cost-sharing agreement entered into by the counties in 2012.

On October 24, 2012, Orange County, GoTriangle and the DCHC MPO entered into an Interlocal Implementation Agreement (“Implementation Agreement”) to provide for effective implementation and oversight of the transit plan. The Implementation Agreement establishes a Staff Working Group including representatives from Orange County, GoTriangle, and DCHC MPO. The Staff Working Group reviews progress of Plan Implementation and prepare updates to the Plan at least every four years, or due to identified changes to costs or revenues that are significant enough to require a plan update. This Plan update is the first of those updates.

## 2. Status of Projects and Services from the 2012 Plan

Based on the initial financial and programmatic assumptions, the original Plan approved new bus services and a variety of bus facilities such as shelters and park-and-ride lots, an Amtrak intercity rail station in Hillsborough, dedicated bus lanes along Martin Luther King Jr. Boulevard in Chapel Hill, and light rail service connecting Chapel Hill and Durham over a period of 20 years. These projects were proposed to be paid for, in whole or in part, by the Tax District Revenues authorized by the Plan and by the affirmative vote on the levying of the Tax District Revenues by Orange County residents.

Since the adoption of the original Plan and implementation of the Tax District Revenues to support the Plan, the transit agencies in Orange County have already delivered many of the planned bus services and made significant progress developing the Durham-Orange Light Rail Transit Project.

At the same time, however, the transit funding landscape has shifted significantly. Most transit investments, from large investments (like light rail projects) to smaller projects (like bus stops and bus vehicle purchases), are made using a combination of federal, state, and local funding. State government also provides funds to support transit operating and maintenance expenses. In developing its program of projects, the original Plan relied on long-standing assumptions related to the level of federal and state participation in transit projects. Since 2012, however, federal and state funding for individual transit projects has been reduced.



In addition, as local governments and transit agencies have further developed the capital projects included in the original Plan, they have recommended changes in the projects to better meet the region's transit needs, often resulting in increased estimated costs. **More information about project funding and planned expenditures can be found in Sections 4 and 5.**

This Section summarizes the progress made by local transit agencies to advance projects and services included in the original Plan since its adoption, and is organized as follows:

- Bus Service Expansion
  - Service within the Towns of Chapel Hill and Carrboro
  - Regional Service
  - Service within Hillsborough and Orange County
- Bus Facilities
- Hillsborough Train Station
- North-South Bus Rapid Transit Project
- Durham-Orange Light Rail Transit Project

2.1 Bus Service Expansion

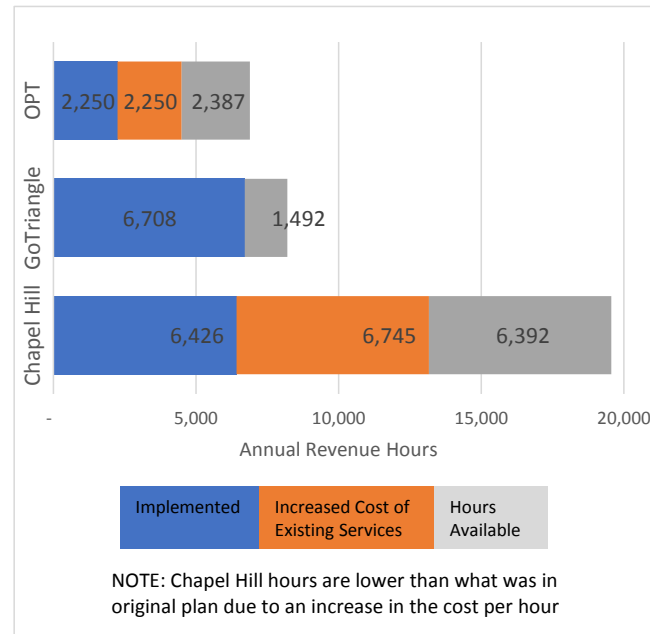
Since 2013, the Tax District Revenue has been used to enhance the region’s bus service. Existing service has been supplemented with additional trips, which provide more frequent bus service on heavily traveled routes and reduce the time passengers need to wait for buses. Some routes now have longer service spans, which allow riders to use transit earlier in the morning or later in the evening to get home or to work. There are also new bus routes that enhance transit access throughout the county and region.

The original Plan included additional service in Chapel Hill, Hillsborough, and rural Orange County, new express service connecting Mebane, Efland, and Hillsborough to central Durham, and expanded regional services connecting with Durham County and Wake County (for which funding responsibility is shared between the participating counties).

The original Plan included funding to provide about 34,650 new annual bus service hours during the first five years, with an additional 6,300 annual bus service hours beginning in 2035.

To date, the transit agencies have implemented about 15,400 additional annual hours of bus service, and used funds made available to cover the increased cost of providing transit service to support 9,000 annual hours of existing bus service. **Thus, a total of about 24,400 annual hours of service are currently supported by Tax District Revenue.**

Figure 2.1-1. Hours Implemented v. Hours Available



In connection with the service enhancements, the original Plan allocated funds to purchase new and replacement vehicles, including 15 new buses between 2013 and 2016, and 15 buses to replace these purchases during 2025-2028. To date, **the transit agencies have purchased or ordered seven new buses using Tax District Revenue.**

After approval of the original Plan in 2012, the transit agencies continued efforts to refine plans for future transit service. The

goal of these analyses was to optimize existing routes using existing resources, identify top priorities for additional transit service, and determine whether projects previously identified as transit priorities continue to be locally or regionally important projects. For example, Orange County Public Transportation (OPT) produced a short-range transit plan that identified additional future transit priorities for rural Orange County.

In addition, as new services funded by Tax District Revenue were introduced, the agencies evaluated the performance of these additional trips using metrics (such as ridership) to determine whether the services should be maintained or their resources redirected to supplement other existing routes or new services.

The cost and implementation schedule of projects proposed in the original Plan were, in some cases, modified due to these later planning efforts. **The program of projects included in Section 4.1 of this updated Plan also incorporates the results of these additional planning efforts.**

**2.1.1 Service within the Town of Chapel Hill**

For service within the Town of Chapel Hill provided by Chapel Hill Transit, specific goals during the first five years included:

- Improving evening service on key routes by extending hours and improving frequency
- Providing additional trips on peak-hour services to reduce overcrowding
- Improving service along US 15-501 and NC 54

- A near-doubling of existing Saturday service, with expanded operating hours, improved service frequency, and redesigned routes
- A quadrupling of Sunday service
- Utilizing funds to supplement the increased cost of providing Chapel Hill Transit’s existing services

**To date, Chapel Hill Transit has implemented 6,426 hours of new service, and has allocated the full eligible amount for the increased cost of existing service (for fiscal year 2018, this translates to about 6,745 hours).**

The approximately 13,171 hours that have been implemented for new or existing service thus far is lower than the anticipated level of bus service proposed in the original Plan. This reduced level of service expansion versus projections included in the Plan is due in part to the state of the agency’s bus fleet, which limits its ability to run existing buses for additional hours. The original Plan also assumed a lower cost per hour to operate Chapel Hill Transit service than its current rate.

Specific enhancements implemented by Chapel Hill Transit include:

Service Enhancements Initiated in Fiscal Year 2014

- Evening and night service on Routes CM, CW, D and J extended year-round, instead of only when UNC is in session
- Two additional evening trips added on Route F
- Additional Saturday service on Routes CM, CW and JN



Service Enhancements Initiated in Fiscal Year 2015

- Additional midday trips on Route NS
- Additional morning trips on Routes A and J
- Extended morning service on Route D

2.1.2 Regional Service

For regional services provided by GoTriangle, specific goals during the first five years included:

- Providing new service connecting Mebane and Hillsborough with Duke University and downtown Durham (Route ODX)
- Extending existing regional service to connect Carrboro with Durham (Route 405)
- Adding frequency, reducing travel time, and expanding Saturday service and new Sunday service on existing Durham-Chapel Hill routes (Route 400)
- Expanding Saturday and new Sunday service on existing Chapel Hill-Research Triangle Park routes (Route 800)

**GoTriangle has paid for about 6,700 new bus hours using Orange County Tax District Revenue** (this number represents approximately half of the increased bus service on GoTriangle routes because the cost of operating routes is shared with either Durham or Wake County for routes that cross county borders). Under the Implementation Agreement, GoTriangle spends the full amount of its bus service allocation from the Tax District Revenues for expansion service; none is used to fund the increased Cost of Existing Service.

Service Enhancements Initiated in Fiscal Year 2014

- More frequent service between Streets at Southpoint and Chapel Hill (Route 800S), with buses scheduled every 15 minutes during peak commute times (previously every 30 minutes)

Service Enhancements Initiated in Fiscal Year 2015

- New commuter express service (Route ODX) connecting Mebane and Hillsborough with Duke Medical Center and downtown Durham
- Sunday service introduced on GoTriangle core routes (Routes 400, 700, and 800), including a connection to RDU International Airport on Route 100; Saturday service extended to run until 11 p.m. (previously 7 p.m.)





Service Enhancements Initiated in Fiscal Year 2016

- Additional service on the Chapel Hill-Raleigh Express service (Route CRX) during peak commute times

Service Enhancements Initiated in Fiscal Year 2017

- Extension to Carrboro on Chapel Hill-Durham regional route (Route 405) during peak commute times
- Reduced travel time and more frequent service for core route between Chapel Hill and Durham (Route 400), with buses scheduled every 30 minutes in the middle of each weekday and on Saturdays, up from every 60 minutes.

These implemented projects represent almost all of the regional service improvements pledged to be introduced during the first five years of the original Plan. The following service has not been implemented and will be evaluated as part of an upcoming five-year transit planning effort:

- Route 405 with service to Carrboro only runs every thirty minutes during peak times (v 15 anticipated in the original Plan) and does not run midday.

One improvement listed as a future priority in the original Plan is intended to be implemented this year; 30-minute midday and Saturday service along Route 800 between RTP and Chapel Hill via Southpoint. In addition, OPT has introduced midday service between Hillsborough and Chapel Hill, complementing GoTriangle Route 420 which runs during peak commute hours.

**2.1.3 Orange County Service**

Orange County Public Transportation's (OPT's) goal was to enhance the level of service provided in unincorporated Orange County. In addition, Tax District Revenues were planned to be used to continue weekday hourly service on the in-town Hillsborough circulator.

To date, **OPT has implemented an annual increase of 4,500 hours of bus service.** The total is higher than anticipated in part because the original Plan allocated bus hours on the basis of an average cost of service among the three agencies. Due to its smaller vehicles and the lower overhead costs of a small transit agency, OPT's hourly costs are lower. Thus the number of hours OPT could provide in the 2012 Plan for the same amount of revenue was 6,000-7,000 hours, depending on federal and state funding assumptions.

In 2016, Orange County instated OPT as its own department in County government to focus on transit services and appointed the department's first director.

OPT has implemented the following service enhancements:

- Continued service of the Hillsborough Circulator (previously funded using a time-limited federal grant)
- New midday service between Hillsborough and Chapel Hill on the Cedar Grove-Hillsborough-Chapel Hill Midday Connector (implemented in fiscal year 2016)

To date, OPT has not introduced Saturday service to the Hillsborough Circulator, as expected in the original Plan. As

discussed in Section 4.1.3, additional service to rural Orange County is scheduled to be implemented in calendar year 2017.

### 2.2 Bus Facilities

The original Plan set aside funds to pay for passenger transit amenities within the first three years of the Plan such as park-and-ride lots, bus shelters, passenger amenities such as real-time passenger information signs, and bus stop access improvements such as sidewalks.

Since 2012, GoTriangle, Chapel Hill Transit, and OPT have worked collaboratively with the Town of Chapel Hill, Town of Carrboro, UNC, and Orange County to refine the list of small capital projects to be funded using Tax District Revenue, such as bus stop enhancements and park-and-rides.

Bus facilities that have been implemented are:

- North Hillsborough Park-and-Ride (temporary lease)
- Lease of spaces at Mebane Cone Health for park-and-ride on Orange-Durham Express (Route ODX)
- Bus stop signs in Orange County
- Pedestrian crossings at bus stops in Chapel Hill

### 2.3 Hillsborough Train Station

The original Plan set aside funds to support construction of an intercity passenger rail station in the Town of Hillsborough. The station will be served by two Amtrak passenger train routes: the Carolinian, which travels between Charlotte and New York once daily in each direction, and the Piedmont, which travels



between Charlotte and Raleigh twice daily in each direction. Under the Piedmont Improvement Program, underway since 2010, the North Carolina Department of Transportation anticipates operating up to five daily trips between Raleigh and Charlotte in each direction.

Unlike other projects and services in the Plan which are managed by the local transit agencies, the Hillsborough Train Station project is managed by the North Carolina Department of Transportation (NCDOT) Rail Division and is primarily state funded. Since 2012, the NCDOT Rail Division has continued planning and coordination activities to advance the project, with support from the Town of Hillsborough and GoTriangle in a technical advisory capacity.

Identified by the NCDOT as project number P-5701, the Hillsborough Train Station is programmed for construction in fiscal years 2019 and 2020 in the 2016-2025 State Transportation Improvement Program (STIP).

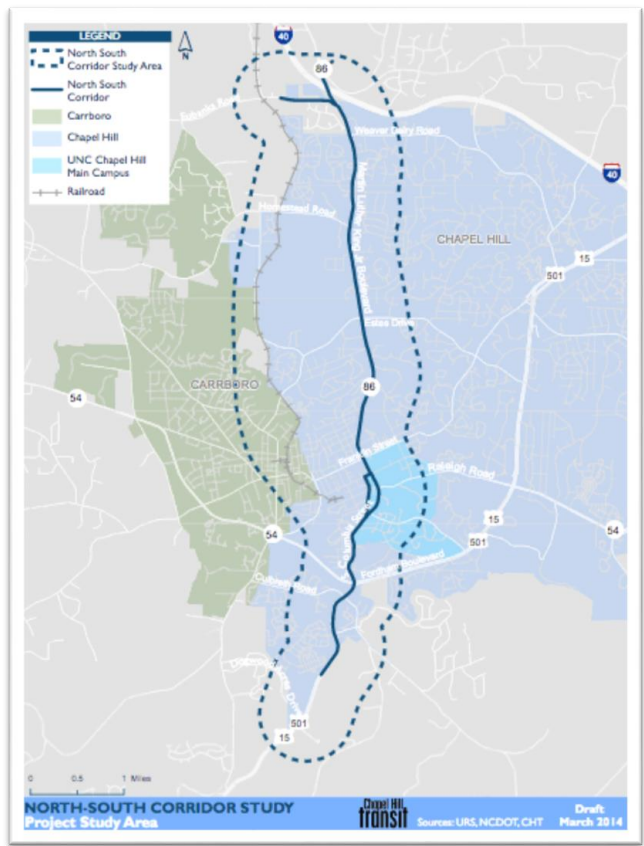
### 2.4 North-South Bus Rapid Transit Project

The original Plan set aside funds for bus lane improvements along Martin Luther King, Jr. Blvd. in Chapel Hill from I-40 to the UNC campuses. The original project was referred to as “Martin Luther King Boulevard Bus Lanes and Corridor Improvements.”

Beginning in 2012, Chapel Hill Transit led the North-South Corridor study to identify a Locally Preferred Alternative (LPA) for the Martin Luther King, Jr. Blvd, South Columbia Street and US 15-501 corridor. Adopted by the Chapel Hill Town Council on April 27, 2016, the North-South Corridor LPA is a combination of mixed-traffic and dedicated lanes that will connect Eubanks Road park-and-ride with Southern Village park-and-ride along Martin Luther King, Jr. Boulevard, South Columbia Street, and US 15-501. The route features direct connections to the University of North Carolina (UNC) Hospitals campus and the planned Durham-Orange Light Rail Transit (D-O LRT) Project. Chapel Hill Transit plans to carry three design variations of the LPA forward into the engineering and environmental clearance process to allow for further public input on the design of project. The project is currently known as the North-South Bus Rapid Transit (BRT).

On November 21, 2016, the Federal Transit Administration (FTA) admitted the project into Small Starts Project Development. Chapel Hill Transit is preparing to initiate engineering and environmental clearance activities at the beginning of fiscal year 2018.

Figure 2.4-1: N-S BRT Corridor Study Map



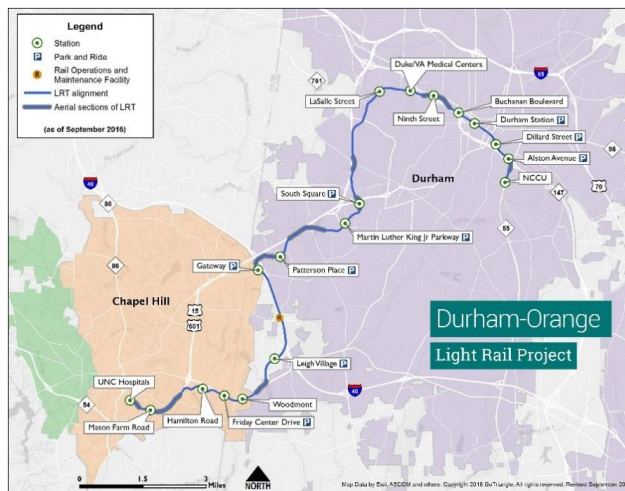
2.5 Durham-Orange Light Rail Transit Project

The original Plan set aside funding for the Orange County share of the Durham-Orange Light Rail Transit (D-O LRT) Project, which at that stage of planning was a 17-station alignment extending approximately 17 miles from UNC Hospitals in Chapel Hill to east Durham, near the intersection of Alston Avenue and NC 147. At that time, there remained several alignment and station options, including options to cross Little Creek and New Hope Creek; multiple station location options at Friday Center, Meadowmont/Woodmont, and the Duke University and Durham Veterans Affairs Medical Centers; and several options for the rail operations and maintenance facility.

Since adoption of the original Plan, GoTriangle conducted the environmental evaluation for the project, as required by the National Environmental Policy Act (NEPA). The D-O LRT Project was one of the first to complete its environmental analysis under new federal law, enacted in July 2012, which required transit agencies complete the analysis in two years.

GoTriangle began its NEPA analysis in February 2014. Following extensive study, GoTriangle and the FTA released a Draft Environmental Impact Statement (DEIS) for public comment in August 2015. The DEIS analyzed the project’s impacts to the natural and human environment, and proposed the “NEPA Preferred Alternative” including recommendations for the alignment, station, and rail operations and maintenance facility alternatives evaluated in the document. The NEPA Preferred Alternative also contained refined alignment and station locations through downtown Durham to accommodate future right-of-way needs of the North Carolina Railroad Company

Figure 2.4-1: D-O LRT Project Map



(NCRR), which owns the freight and intercity-rail tracks that also run through downtown Durham.

The public was invited to attend two formal public information sessions and provide oral comments at two public hearings, and GoTriangle accepted written comments via regular mail, email, and telephone between August 28 and October 13, 2015. Following a review of the public comment, GoTriangle and the FTA issued a combined Final Environmental Impact Statement (FEIS) and Final Section 4(f) Determination/ Record of Decision (ROD) on February 15, 2016.

Earlier, on November 11, 2015, the DCHC MPO unanimously passed a resolution endorsing the NEPA Preferred Alternative for the D-O LRT Project.

One of the most frequent comments received during the NEPA study was a request that GoTriangle improve the connection between the D-O LRT Project and North Carolina Central University (NCCU), which is located approximately 0.6 miles south of the Alston Avenue station across the NC 147 freeway. In response to these comments, FTA and GoTriangle committed to analyze the feasibility of extending the alignment to the NCCU campus. This change was known as the “NCCU Station Refinement,” and FTA required preparation of a Supplemental Environmental Assessment (Supplemental EA) to document the impacts of the refinement before it could be included in the project scope.

On November 7, 2016, GoTriangle and FTA published a Supplemental EA which determined that the NCCU Station Refinement would not result in significant adverse social, economic, or environmental impacts. The public was invited to comment on the Supplemental EA through December 7. On December 14, 2016, the FTA issued an Amended Record of Decision giving environmental clearance to the NCCU Station Refinement. Also on December 14, 2016, the DCHC MPO unanimously passed a resolution amending the Locally Preferred Alternative to incorporate the NCCU Station Refinement.

On December 30, 2016, GoTriangle submitted to FTA its application to advance the D-O LRT Project into the Engineering Phase of the federal New Starts program. Design and

engineering of the project is ongoing and is expected to culminate in execution of a Full Funding Grant Agreement (FFGA) with the federal government in 2020. The project is expected to open in 2028, two years later than originally anticipated.

Ongoing work on the D-O LRT Project is being funded using Tax District Revenue and is eligible to be partially reimbursed by the federal government upon execution of a FFGA.

## 2.6 Additional Needs Identified in Original Plan

Beyond the projects planned to be funded within the first five years, the original Plan identified further transit needs that likely could not be funded with the Tax District Revenue.

### 2.6.1 Service within the Town of Chapel Hill

In the original Plan, Chapel Hill identified eight service priorities for a total of 33,136 additional hours of identified new service. The original Plan had funding for approximately two-thirds of those hours.

2.6.2 Regional service

Several services were identified in the original Plan as future regional service priorities to be implemented after 2020.

- 30-minute service frequencies on Route ODX, up from hourly
- New express service from White Cross to Carrboro to Chapel Hill, with 30-minute frequency
- Midday service on express Route CRX between Chapel Hill and Raleigh
- Added midday trips on Route 805 between Woodcroft and Chapel Hill.

GoTriangle’s planning efforts since implementation of the original Plan have resulted in a change in priorities which are reflected in this updated Plan in Section 4.1. In addition, GoTriangle is beginning a new short-range planning effort which will redefine the list of future regional service priorities.

2.6.3 Rural Service

The original Plan did not include any priorities for future Hillsborough or rural services to be operated by OPT. However, over the last five years, OPT has developed with approval of the Board of County Commissioners a bus expansion program to include an additional 6,464 hours.



2.7 Meeting Additional Needs in Original Plan – Light Rail Dividend

Some of the additional services could be provided starting in 2029, when the D-O LRT Project is expected to begin operation. The D-O LRT service will replace several existing high-frequency bus routes in their entirety, such as but not limited to GoTriangle Routes 400 and 405, and Chapel Hill Transit Routes FCX and S. The service hours that will no longer be dedicated to these routes are known as the “rail dividend” — these unneeded service hours can be redirected to meet other Orange County transit priorities.

As described in the Transit Operating Plan for the D-O LRT Project, GoTriangle projects an estimated 30,000-45,000 rail dividend service hours may available in Orange County (with additional rail dividend service hours available in Durham County for service in Durham County). Decisions on how to make use of these rail dividend hours, as well as how other bus services should be modified to take advantage of the D-O LRT system, will be made by GoTriangle, GoDurham, and Chapel Hill

Transit Partners working together as the opening date of the D-O LRT Project draws near.



### 3. Status of Funding Assumptions

Since the adoption of the 2012 Plan, changes have been made by the U.S. Congress to the federal transportation funding laws, in addition to changes made by the North Carolina General Assembly to the way that state funding decisions are made. In response to these changes, transit providers have updated their assumptions for the share of Tax District Revenues required to implement this updated Plan. The impacts of these changes are described below.

#### 3.1 Bus Services

The original Plan assumed the operations and maintenance (O&M) of expansion bus services would be funded by a combination of formula-driven federal and state grants as well as transit fares. In the 2017 Plan, Chapel Hill Transit and Orange County Public Transportation (OPT) assume that Tax District Revenues will fund 90 percent of their O&M costs for expansion bus services. Additionally, Chapel Hill Transit and OPT assume they will use 100 percent of the proceeds from the seven dollar vehicle registration fee to fund the Increased Cost of Existing Service. This reduces the availability of funds for expansion services.

GoTriangle now assumes Tax District Revenues will fund 75 percent of its O&M costs for expansion bus services. The remaining 25 percent will be funded by state operating grants (10 percent) and fare revenues (15 percent). GoTriangle does not use any of the Tax District Revenues to support the Increased Cost of Existing Service.

#### 3.2 Vehicles and Bus Facilities

The original Plan applied the same funding assumptions to vehicles and bus facilities. In response to the new funding environment, the transit providers have developed separate assumptions for vehicles and bus facilities.

##### 3.2.1 Federal Funding Assumptions

The 2012 Plan assumed that bus purchases and bus facilities would receive 80 percent of the funding from discretionary federal grants, consistent with prior experience. However, shortly following adoption of the 2012 Plan, a new federal transportation law was passed, MAP-21, which eliminated the opportunity for transit agencies to compete for federal grant funding for buses and bus facilities. It was replaced with a formula-driven grant program that allocated significantly less funding to bus and bus facility purchase and would not support the expansions at the levels outlined in the 2012 Plan. For example, in the last year of the previous federal transportation law, Congress allocated \$984 million nationwide to bus and bus facilities purchase. In the first year of MAP-21, the total allocation was \$421 million. In 2015, another federal transportation law was passed, the FAST Act, which restored some discretionary funding for replacement bus purchases, but not for expansion vehicles.

To address these changes, this Plan reduces the assumed share of federal revenues available for bus capital projects from 80 percent to approximately 44 percent, meaning it is now assumed the Tax District Revenues will fund a higher share of these projects.



No federal funds are assumed to cover the costs of new or replacement vehicles for any of the transit providers.

3.2.2 State Funding Assumptions

In 2013, the State of North Carolina passed the Strategic Transportation Investments law that changed how transportation funding decisions are made. The 2013 law created a 10 percent cap on the use of "regional tier" funding for transit projects in any 7-year Transportation Improvement Program, limiting the availability of state revenues to an amount lower than assumed in the 2012 Plan.

To address these changes, the 2017 Plan does not assume any state revenues will be available for bus capital projects, meaning that Tax District Revenues will need to fund a higher share of these projects.

For new and replacement vehicles, Chapel Hill Transit and OPT now assume that the Tax District Revenues will cover 100 percent of the costs. GoTriangle assumes the Tax District Revenues will cover 90 percent of the costs, with the remaining 10 percent funded by state grants.

3.3 Hillsborough Train Station

The Hillsborough Train Station project was assumed to be funded 80 percent by federal grants, 10 percent by state grants, and 10 percent by Tax District Revenues.

Now, state funding for the project is programmed in the State Transportation Improvement Program at 91.5 percent of the project cost. The remaining 9.5 percent is to be funded by Tax District Revenues.

3.4 North-South Bus Rapid Transit

The N-S BRT Project is planned to be funded through a combination of Tax District Revenues and federal funds.

3.4.1 Federal Funding Assumptions

The 2012 Plan assumed the federal government would be a significant funding partner for the N-S BRT Project at a 50 percent share of total costs. Though changes were made to the federal transportation funding law, it authorized continued funding through 2020 for the Capital Improvement Grant program, which is assumed to be an essential funding source for the BRT project. The Small Starts section of this grant program would allow up to 80 percent of project costs, \$100 million, to be paid through the federal grant. In order to improve the competitiveness of the project for this funding, the 2017 Plan assumes that the N-S BRT Project will receive 70 percent of its funding from the federal government.

3.4.2 State Funding Assumptions

The 2012 Plan also assumed the State would be a significant funding partner for the N-S South BRT Project at a 25 percent share of the total costs, just as it had done for Charlotte for the construction of their two light rail projects. North Carolina's Strategic Transportation Investments law created a scoring

system for rating projects for funding. In 2014, the N-S BRT Project was submitted for evaluation and did not score well enough to receive state funding. Since that time, changes have been made to the state evaluation criteria which may result in a better score. However, this Plan does not assume any state funding for the N-S BRT Project.

The updated assumptions, 70 percent federal funding and zero percent state funding, mean that other sources must make up the 30 percent difference. The 2017 Plan maintains the Tax District Revenue share of the project at the dollar amount specified in the original Plan, \$6.125 million YOY. This amount can be considered a minimum and will be revisited in the future if Tax District Revenues are available.

As the project progresses through the Project Development phase, Chapel Hill Transit will refine cost estimates, continue to apply for State funding and explore other funding opportunities.

### 3.5 Durham-Orange Light Rail Project

The D-O LRT Project is planned to be funded primarily through a combination of Tax District Revenues, state funds, federal funds.

#### 3.5.1 Federal Funding Assumptions

The original Plan assumed the federal government would be a significant funding partner for the major capital investments in

the Durham-Orange Light Rail Transit (D-O LRT) Project at a 50 percent share of total costs. Though changes have been made to the federal transportation funding law, federal law continues to authorize funding through 2020 for the Capital Improvement Grant program, which is assumed to be an essential funding source for the light rail and bus rapid transit projects. This Plan assumes that the D-O LRT project will receive 50 percent of its funding from the federal government.

Another key assumption about federal funding that has changed from the original Plan is that the 2017 Plan assumes an annual cap on the disbursement of federal funds for the project. The original Plan assumed the federal government would reimburse 50 percent of project costs annually as funds were spent. The 2017 Plan clarifies that the federal government is expected to reimburse a maximum of \$100 million YOY per year, for as many years as it takes for the full federal share to be reimbursed. This means that it will take longer to receive federal funds than originally assumed, which increases the need to finance a portion of the project.

#### 3.5.2 State Funding Assumptions

The original Plan also assumed the State would be a significant funding partner for the D-O LRT Project at a 25 percent share of the total costs, which is equal to the level of state funding for the light rail projects in Charlotte. As mentioned above, in 2013 the Strategic Transportation Investments law created a 10 percent cap on the use of “regional tier” funding for transit projects in any State Transportation Improvement Program, limiting the availability of state revenues to an amount lower than assumed in the original Plan. In 2016, the General

Assembly passed a law placing another cap of 10 percent of the project cost for all light rail and commuter rail project costs. This Plan assumes the state contribution to the D-O LRT Project will be 10 percent.

This Plan addresses the reduction of state funding for the D-O LRT Project by committing a higher level of Tax District Revenue to the project than the original Plan. This Plan also assumes more borrowing against the anticipated Tax District Revenue stream.

### 3.5.3 Cost-Share Assumptions

In the original Plan, the capital and operating costs for the D-O LRT Project were shared by Orange and Durham counties. A cost sharing agreement between Orange County, Durham County, and GoTriangle established the cost share that GoTriangle was to use when spending Tax District Revenue on the D-O LRT Project. The Orange County share of capital project costs was 22.95 percent of the local share. The Orange County share of operating costs was 23.95 percent. No cost-share assumptions were made for financing or maintaining the project in a State of Good Repair.

With the reduction in state funding, the local share has increased from 25 percent of project costs to 40 percent of up-front project costs. In addition, as discussed in Section 4.6 below, the project scope has been modified, placing a greater portion of the project within Durham County. The relevant changes include:

- The inclusion of an additional station at North Carolina Central University, which adds an extra 0.6 miles of the light-rail alignment in Durham County
- Changes to the alignment at the New Hope Creek Crossing extended the length of the alignment in Durham County
- A station proposed for Orange County, Meadowmont Station, was replaced by Woodmont Station in Durham County, which also shortens the length of the alignment in Orange County

Representatives from Orange County, Durham County, and GoTriangle have entered into a separate cost-sharing agreement (the “Cost-Sharing Agreement”) which has been executed along with the Plan. The cost-sharing agreement allocates D-O LRT Project expenses as follows:

- Project capital costs:
  - Durham: \$ 738.4 million (YOE)
  - Orange: \$149.5 million (YOE)
- Operating expenses and State of Good Repair costs (through June 30, 2036):
  - Durham: 80 percent
  - Orange: 20 percent
- Operating expenses (~~after June 30, 2036~~) and State of Good Repair costs (after June 30, 2036):
  - Durham: 81 percent
  - Orange: 19 percent

#### 4. Program of Projects and Services

In developing the 2017 Plan, the first priority of local staff has been to deliver on key goals of the original Plan – expansion of bus service, improved bus facilities, and major capital projects that significantly improve the quality of transit. This section summarizes the projects and services included in this Plan and is organized as follows:

- Bus Service
- Vehicle Purchases
- Bus Facilities
- Hillsborough Train Station
- North-South Bus Rapid Transit Project
- Durham-Orange Light Rail Transit Project
- Administrative Support

The program of projects and services in this Plan was developed from recommendations of staff from the local governments and participating transit agencies.

The full scope, cost, and financing assumptions of each of the projects in this Plan are preliminary. The list of projects which will be implemented and the implementation timeframe is subject to change. For example, if upon further study a project is more costly than originally anticipated, or funding available from federal, state, or the amount of Tax District Revenue collected does not match the assumptions in this Plan, the project may be delayed or its scope reduced.



Each year, the Staff Working Group charged with implementing the Plan will produce an updated financial plan incorporating revised assumptions and an annual Work Plan that commits funds to particular projects as set forth in Section 6.5, [subject to the approval of Orange County, GoTriangle and the DCHC MPO.](#)

##### 4.1 Bus Service

This Plan allocates Tax District Revenue for additional bus service in Orange County provided by Chapel Hill Transit (generally within Chapel Hill, Carrboro, and UNC), GoTriangle (regionally), and Orange County Public Transportation (OPT) (throughout Orange County). In addition, this Plan includes funding to purchase and replace buses used to provide that service.

The Plan allocates -available funding for bus operations (\$3.14 million in fiscal year 2018) according to proportions established

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in the Interlocal Implementation Agreement — 64 percent to Chapel Hill Transit, 24 percent to GoTriangle, and 12 percent to Orange Public Transportation.

The bus hours projected for each agency in this Plan are based on the following assumptions:

- Available Tax District Revenues each year
- Hourly cost of providing bus service (specific to each agency)
- Inflation rate of hourly cost
- Share of operating costs funded by Tax District Revenue (specific to each agency)

If an agency’s cost of providing service is lower than anticipated, or if operating revenues from other sources exceed expectations (e.g. farebox revenue), the agencies may be able to provide more service than set forth in this Plan. If the cost of providing service is higher, then the agencies may not be able to provide as much service. An agency’s projected hourly cost to operate service may change in the future for a variety of reasons, including changes in labor costs, fuel costs, or additional administrative overhead. Any changes in the bus service hours provided under the Plan will be accounted for in the annual Work Plan [approved by Orange County, GoTriangle and the DCHC MPO](#) (see Section 6.5).

**4.1.1 Increased Cost of Existing Service**

The Implementation Agreement authorizes Chapel Hill Transit and OPT to use 100 percent of the amount raised by the Seven-Dollar Registration Fee (see Section 5.1.1.4 below) to cover the

increased operating cost of services provided before the original Plan took effect. The updated Plan continues to rely on this assumption. GoTriangle does not use any Tax District Revenues to fund services provided before the original plan took effect.

**4.1.2 Continuing Implemented Bus Service**

The Plan is designed to provide a level of additional bus service that can be sustained annually. Therefore, this Plan provides continued support for numerous bus service expansions that have occurred since 2013, when Tax-District Revenues began to accrue. The tables below list the additional bus service which has already been implemented and which the agencies anticipate continuing to provide using Tax District Revenue. The precise services funded by Tax District Revenue are subject to change based on future service needs, ridership trends, changes in revenues and expenses, and public input.

Table 4.1-1: GoTriangle Implemented Service Improvements

GoTriangle Ongoing Service Expansion	
<b>Number of service hours funded</b>	6,708
Route 800S, Chapel Hill - Southpoint peak service	
Route ODX, Mebane-Hillsborough-Durham express	
Route 800, additional Saturday & new Sunday service	
Route 400, additional Saturday & new Sunday service	
Route CRX, additional trips	
Route 400/405, extension to Carrboro and add'l service	
Route 400, 30-min weekday & Saturday service	
Additional FTA-required paratransit service*	

All service paid for 50% with Orange Tax-District Revenues

\* Services not included in original Plan

Table 4.1-2: CHT Implemented Service Improvements

Chapel Hill Transit Ongoing Service Expansion	
<b>Number of service hours</b>	6,427
Routes A, D, J, and NS — additional peak and midday service	
Routes FG and D — extended Saturday service	
Routes CM, CW, D, F and I — extended weekday evening service	
Routes CM, CW, and JN — extended Saturday service	
Route HS — peak hour and evening expansion*	

\* Services not included in original Plan

Table 4.1-3: OPT Implemented Service Improvements

OPT Ongoing Service Expansion	
<b>Number of service hours</b>	4,500
Hillsborough Circulator	
OC-CH Midday Connector	

4.1.3 Additional Expansion Bus Service

New bus services (including new routes and increased service frequency on existing routes) are proposed to be implemented by Chapel Hill Transit, GoTriangle and OPT using Tax District Revenue. The bus service hours shown below are estimates of what can be provided with the commitment of Tax District Revenue. The actual number of bus hours provided will depend on each agency’s actual costs of operations and maintenance, as well as differences in budgeting assumptions made by each agency about state, federal, farebox, or other local funds (non-Tax District Revenues) that can also support service expansion.

These proposed service expansions are subject to change as the agencies evaluate existing services (both services provided using the agencies’ other funding sources and those implemented using Tax District Revenue) and engage in studies to prioritize new services.

In 2017, GoTriangle and Chapel Hill Transit expect to begin short-range planning efforts to reevaluate plans for new and revised services over the next 5 to 10 years. OPT completed a short-range planning effort in 2015 and is scheduled to begin another expansion program in 2017. These planning efforts will be coordinated among all transit agencies in Orange County,

transit riders, the public, elected officials, and regional stakeholders.

**Table 4.1-4: GoTriangle Program of Service Improvements**

GoTriangle program of service improvements (1,700 hours)	
Upgrade GoTriangle Route 800 between Chapel Hill, Southpoint, and the Regional Transit Center to operate every 30 minutes from 6 AM to 7 PM Monday through Friday, and 7 AM to 7 PM on Saturday. It currently operates only every 60 minutes between 9:30 AM and 3:30 PM on weekdays, and all day on Saturday. (Cost split 50-50 with Durham County)	
<b>Anticipated service start date</b>	Fiscal Year 2018

**Table 4.1-5 CHT Program of Service Improvements**

CHT program of service improvements (5,700 hours)	
The following service improvements will be considered by the Chapel Hill Transit funding partners:	
<ul style="list-style-type: none"> <li>o Evening service expansion to Southern Village (NS Route)</li> <li>o Peak hour expansion of existing service on the CW Route</li> <li>o Create new Saturday Route from Meadowmont via Downtown to Southern Village (V Route)</li> <li>o Expansion of Saturday Service – begin all routes around 8 AM, extend all routes to 7 PM</li> <li>o T – extend route to 15/501 &amp; Sage Road</li> <li>o G – improve peak hour service</li> <li>o Expand Sunday service to match Saturday service levels</li> </ul>	
<b>Anticipated service start date</b>	Fiscal Years 2018-19

**Table 4.1-6: OPT Program of Service Improvements**

OPT program of service improvements (1,700 hours)	
The following service improvements will be considered by the Orange County Commissioners: Deviated fixed routes to three different parts of the County, running 5 hours per day, 2 days per week in each of the zones; new US 70 midday fixed-route service operating weekdays from 10 am - 3 pm; and Efland-Hillsborough commuter loop service operating 5 hours each weekday at peak commute times.	
<b>Anticipated service start date</b>	Fiscal Year 2018

**4.1.4 Operating Costs, Schedule, and Funding Assumptions**

The following operating costs per hour were provided by the three transit agencies in Orange County for fiscal year 2018 and used to calculate the hours of bus service projected to be made given the planned funding:

- Chapel Hill Transit \$113/hr
- GoTriangle \$120/hr
- Orange County Public Transportation \$68/hr

For both Chapel Hill Transit and OPT, it is assumed that 90 percent of the funding would come from Tax District Revenue, with 10 percent from state and federal grants. For GoTriangle, it is assumed that 75 percent of the funding would come from Tax District Revenue, with 15 percent from fares, and 10 percent from state grants.

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4.1.5 Upcoming Activities

This Plan sets aside funding for GoTriangle to engage in a short-term 5-10 year) planning effort to update its transit plan, which will help determine what future services are funded from the Tax District Revenue. Before funds are committed to implement a particular project, the project sponsor will be required enter into a Project-Specific Agreement with GoTriangle which sets forth the cost and schedule expectations of the project. See Section 0.

4.2 Vehicle Purchases

This Plan dedicates funds to purchase vehicles to support new services. Eligible vehicle purchases include additional buses to support new and expanded services using Tax District Revenue. As these buses reach the end of their useful life, Tax District Revenue will be used to replace them. Additionally, this Plan includes funds for a mid-life repower of Chapel Hill Transit buses. Assumptions of the useful life and cost of each vehicle differ by vehicle type and by agency. The assumed useful life for OPT vehicles is 5 years, 12 years for GoTriangle vehicles, and 15 years for CHT vehicles assuming a mid-life repower to extend the life of the vehicle. **The financial plan provided in Section 5 accounts for the purchase of new vehicles to replace those listed at the end of their useful lives.**

Table 4.2-1: GoTriangle Vehicle Purchases

GoTriangle vehicle purchases
Purchase of 2 buses to support expanded services funded using Tax District Revenue. An additional 2 buses will be purchased using Durham Tax District Revenue for service on routes serving the two counties

Table 4.2-2: CHT Vehicle Purchases

Chapel Hill Transit vehicle purchases
Purchase of up to 10 buses to support expanded services funded using Tax District Revenue. Up to 5 of these vehicles will be purchased using unspent operating revenues and are not eligible for replacement using Tax District Revenue.

Table 4.2-3: OPT Vehicle Purchases

OPT Vehicle purchases
Purchase of up to 6 buses plus ancillary equipment to support new Orange County services funded using Tax District Revenue.

4.2.1 Capital Costs, Schedule, and Funding Assumptions

The original Plan assumed a 10 percent Tax District funds share totaling \$1.7 million YOY for 15 new buses and their replacements. Due to the change in funding assumptions and requests from the transit agencies in the Staff Working Group,



for the purchase of 13 buses, future mid-life repowers and replacements (for eight of the buses) this Plan sets aside \$16,014.2 million YOE through fiscal year 2045.

4.2.2 Upcoming Activities

The agencies will continue to reevaluate their vehicle needs to take into account the condition of their fleet, opportunities to refurbish or otherwise extend the useful lives of vehicles, vehicles on order, and modifications to plans for future service.

Before funds are committed to purchase specific vehicles, the purchasing agency will be required enter into a Project-Specific Agreement with GoTriangle which sets forth the cost and schedule expectations of the project. See Section 0.

4.3 Bus Facilities

This Plan sets forth a program of customer-facing bus facility projects to improve the rider experience. The projects to be funded under this Plan fall into three general categories:

- Transit Stop Improvements: These are enhancements made to improve the customer’s waiting experience and includes new facilities such as transfer centers, bus stop improvements, signage, real-time information displays, and related projects.
- Access Improvements: These are enhancements that improve the ability for customers to access the transit system, including sidewalk and greenway projects, intersection improvements, and related projects. In

accordance with FTA guidelines, each access improvement project is within ½ mile (for pedestrian facilities) or 3 miles (for bicycle facilities) of a transit stop.

- Park-and-Rides: These are new facilities and associated amenities to allow transit riders to park their car before taking the bus.

Funds are also set aside in this Plan to pay for replacement of the facilities when they reach the end of their useful lives. Non-Tax District funding sources will need to be identified for operations and maintenance costs.

The capital cost of these projects and the Tax District contribution is provided in Table 4.3-1 and Figure 4.3-1 below.

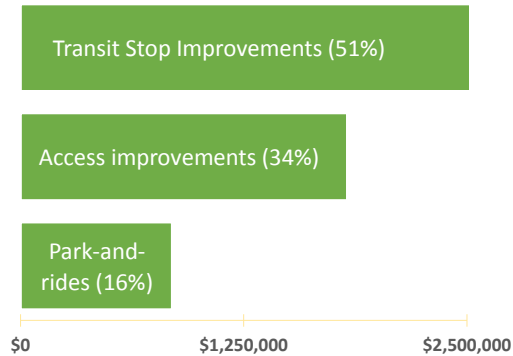
The dates for implementation of projects in this Plan are preliminary and subject to change as the scope of each project is refined, project costs estimates are improved, and the Plan partners update their list of priority projects. In addition, the program of projects depends on assumptions of certain levels of Tax District Revenue and participation by the federal and state governments. If those revenue projections change, the list of projects and projects’ definitions may change as well.

Table 4.3-1: Bus Facility Construction Costs through 2045 (YOE)

	Total Cost	Tax District Contribution
Transit Stop Improvements	\$2,793,000	\$2,761,000
Access Improvements	\$5,348,000	\$1,828,000
Park-and-Ride	\$1,889,000	\$846,000
<b>Total</b>	<b>\$10,031,000</b>	<b>\$5,436,000</b>

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Figure 4.3-1. Bus Facility Project Tax District Revenue Spending Overview (in YOE dollars)



4.3.1 Transit Stop Improvements

Transit stop improvements account for 51 percent of Tax District Revenue to be spent on construction of bus facilities in this Plan. The specific projects included in this Plan and preliminary anticipated implementation dates are provided in Table 4.3-2 and Table 4.3-3.

For Chapel Hill Transit, the Plan allocates funds to hire a consultant to design a system-wide bus stop amenities manual for the agency. The manual is intended to help design and improve bus stops for the transit customer, and the impacts of the improvements will be measured through customer feedback and satisfaction surveys.

Table 4.3-2. Program of Transit Stop Improvements in FY2018-20

Name	Description
OPT bus stop signs	To support new OPT service
Bus shelter lighting	Improved lighting at selected bus stops served by CHT
GoTriangle bus stop improvements in Carrboro	Improved bus stop for GoTriangle 405 service in Carrboro
2 bus stop improvements in Carrboro	New shelters at 2 bus stops in Carrboro
CHT system-wide bus stop amenities guide manual	Procure consultant to design system-wide bus stop amenity manual
CHT ADA bus stop upgrades	ADA improvements at stops throughout Chapel Hill/Carrboro
Hillsborough Circulator short-term bus stop improvements	Improve 5 bus stops along Hillsborough Circulator route
GoTriangle bus stop improvements	Improvements at bus stops served by GoTriangle and potentially by CHT or OPT
Manning Drive Bus Station	Enhanced passenger amenities at high-volume UNC Hospitals stop
Hillsborough Train Station Bus Stop Improvements	Bus stop amenities for new Hillsborough Train Station
Bus stop sign design and replacement	Update the design of bus stop signs and poles

Table 4.3-3: Program of Transit Stop Improvements after FY2020

Name	Description
Hillsborough Transfer Center (phase 1)	Transfer center linking OPT and GoTriangle routes
OPT bus stop improvements	Improve 10 bus stops on OPT routes

4.3.2 Access Improvements

Access improvements utilize 34 percent of Tax District Revenue planned to be spent on construction of bus facilities in this Plan. The specific projects included in this Plan and their preliminary anticipated construction or completion dates are provided in Table 4.3-4, Table 4.3-5, and Table 4.3-6.

Table 4.3-4: Program of Access Improvements in FY2018-20

Name	Description
Morgan Creek Greenway	Provides access from several neighborhoods to Smith Level Road bike/ped network
Estes Drive Transit Access/Corridor Study	Study of improvements along Estes Drive from N. Greensboro St. to MLK Jr. Blvd.
South Greensboro St Sidewalk	Provides pedestrian access for several nearby CHT and GoTriangle routes
West Main St Sidewalk	Fill gap in sidewalk between Fidelity St. to Poplar Ave, improving access to transit routes, plus crosswalk improvements
HAWK signal on NC 54	This pedestrian-activated signal will allow transit riders to safely access destinations along NC 54 in Carrboro

Table 4.3-5: Program of Access Improvements in FY2021-22

Name	Description
Estes Drive Bike-Ped improvements	Provide sidewalks and bike lanes from N. Greensboro St to Carrboro town limits
Access improvement - Patriot's Point to bus stop	Create safe pedestrian cess along Orange Grove Road to major bus stops

Table 4.3-6: Program of Access Improvements after FY2023

Name	Description
OPT intersection improvement	Enhanced crossing options between high ridership stops at one location, to be determined

4.3.3 Park-and-Ride Facilities

New park-and-ride facilities utilize 16 percent of Tax District Revenue to be spent on construction of bus facilities in this Plan. There are two planned park-and-ride facilities.

The first project is the Hillsborough Park-and-Ride Lot, which is a permanent park-and-ride facility in Hillsborough with 35-50 parking spaces to serve passengers riding the GoTriangle Orange-Durham Express (Route ODX) to Durham. OPT will also provide a stop at the park-and-ride lot as part of its Circulator route. The project includes the cost of acquiring property for the park-and-ride lot, design and construction.

The second project involves additional passenger amenities at the Mebane park-and-ride facility shared by GoTriangle with OPT and Piedmont-Area Regional Transit (PART).

4.3.4 Capital Costs, Schedule, and Funding Assumptions

The original Plan assumed 80 percent federal funding support for the projects and 10 percent state funding support, leaving 10 percent to be funded by Tax District Revenue. The total amount set aside in Tax District Revenue for construction of these projects was \$669,000, which was intended to leverage projects with a total cost of \$6,669,000.

However, due to changes in federal and state policies regarding funding, it was determined these general assumptions were unrealistic and hampered the agencies’ ability to execute the original Plan. In the interest of delivering these priority projects in an expedited manner, this updated Plan includes updated funding and cost assumptions for each project, and overall allocates a higher percentage of Tax District Revenue to cover the cost of projects. Overall, the portfolio of projects included in this updated Plan are assumed to be funded 54 percent by Tax District Revenues, or \$5.4 million of the total project costs. Anticipated federal funding has been reduced from \$5.4 million to \$882,000. An additional \$3.7 million in other funds, about 37 percent of the total, is also assumed – these include federal funds allocated to the municipalities and transit agencies through the DCHC MPO, and other local funds outside the Tax District Revenues. No state funding is included. The capital funding plan for Bus Facilities is presented in Table 4.3-7 and Figure 4.3-2.

Figure 4.3-2. Bus Facilities Project Capital Funding Sources (YOE)

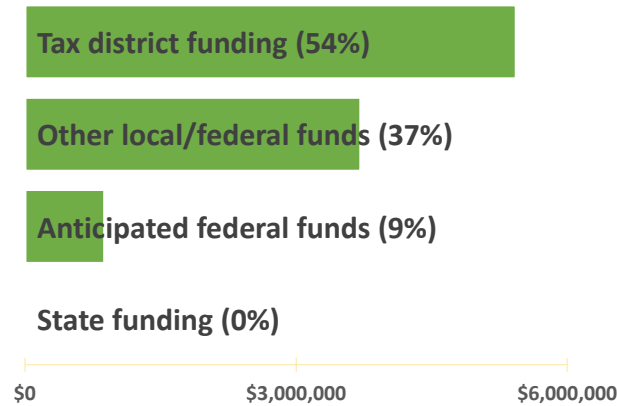


Table 4.3-7: Bus Facilities Project Capital Funding Plan (YOE)

	Original Plan	Updated Plan
Tax district funding	\$669,900	\$5,436,000
Other local/federal funds	\$0	\$3,714,000
Anticipated federal funds	\$5,359,200	\$882,000
State funding	\$669,900	\$0
<b>Total</b>	<b>\$6,699,000</b>	<b>\$10,031,000</b>

4.3.5 Operating Costs, Schedule, and Funding Assumptions

As in the original Plan, no funds from the Tax District Revenues are allocated to the operations and maintenance costs for these bus facilities.

4.3.6 Upcoming Activities

The sponsors of the bus facility projects will continue to refine the project scope, description and schedule and prepare projects for implementation. Before funds are committed to implement a particular project, the project sponsor will be required enter into a Project-Specific Agreement with GoTriangle which sets forth the cost and schedule expectations of the project. See Section 0.

**4.4 Hillsborough Train Station**

The Hillsborough Train Station is an intercity rail station that will be served by two Amtrak passenger train routes already passing through Hillsborough. The NCDOT Rail Division is advancing the Hillsborough Train Station project in cooperation with the Town of Hillsborough and GoTriangle.

**4.4.1 Capital Costs, Schedule, and Funding Assumptions**

The capital funding plan for the project is presented in Table 4.4-1. The portion of capital funds from the Tax District Revenue is \$686,000 YOY, a reduction from the local amount assumed in the original Plan. The project is slated for construction in fiscal years 2019 and 2020.

**Table 4.4-1: Hillsborough Train Station Capital Funding Plan (YOY)**

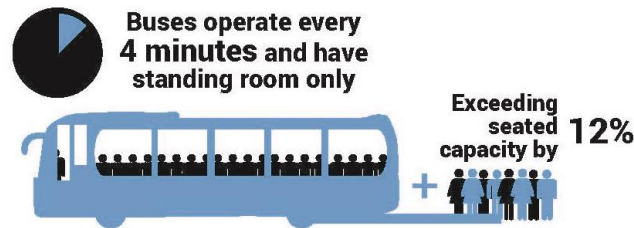
	Original Plan	Updated Plan
Other Funds	\$8,039,006	\$7,414,000
Tax-District Revenue	\$893,223	\$686,000
<b>Total</b>	<b>\$8,932,229</b>	<b>\$8,100,000</b>

**4.4.2 Operating Costs, Schedule, and Funding Assumptions**

The operating costs for this project are expected to be paid by the NCDOT Rail Division and Town of Hillsborough. No funds from the dedicated Tax District Revenue are budgeted to pay operating costs for this project.

**4.4.3 Upcoming Activities**

NCDOT Rail Division and the Town of Hillsborough will continue work on the project. Tax District Revenue funds have been committed to the project.



**4.5 North-South Bus Rapid Transit Project**

The N-S BRT Project will provide frequent, fixed-guideway bus service along NC 86, known locally as Martin Luther King, Jr. Boulevard and South Columbia Street, and the US Highway 15-501 corridor in Chapel Hill. In April 2016, the Chapel Hill Town Council adopted a Locally Preferred Alternative (LPA) that included three alignment design options. The adopted LPA is about 8.2 miles of combination mixed traffic/dedicated lane BRT between the Eubanks Road and the Southern Village park-and-ride lots. Currently, it is estimated that 12 articulated BRT vehicles will be necessary to provide the service.

The original Plan included a project referred to as “Martin Luther King Jr. Boulevard Bus Lanes and Corridor Improvements” with the project boundary starting at Eubanks Road near I-40 and ending at the University of North Carolina (UNC) campus. The project was not well defined at that time.

During the North-South Corridor Study, which was guided by significant public and stakeholder involvement, the project scope was extended beyond UNC to the Southern Village Park and Ride lot. The study began in 2014 and concluded in the 2016 with the adoption of the LPA. In November 2016, the North-South BRT Project was accepted into the FTA’s Small Starts Project Development phase where it will be further defined and shaped.

**4.5.1 Capital Costs, Schedule, and Funding Assumptions**

The estimated capital cost of the project is \$125.8 million YOE, an increase in cost from the original Plan. The project is currently scheduled to open in calendar year 2022, although the opening date is subject to change based on the outcome of the project’s environmental and design work.

The capital funding plan is also different from the original Plan. The original Plan assumed a federal funding share of 50 percent and a state share of 25 percent. Chapel Hill Transit expects to apply for a grant from the FTA Section 5309 Small Starts program for 70 percent of the project cost. The amount of funds committed from the dedicated Tax District revenue is currently \$6.1 million YOE, to be accessed on a pay-as-you-go basis, which is the same amount dedicated in the original Plan. This amount can be considered a minimum and will be revisited in the future if local transit revenues are available. The anticipated capital funding plan for the project is presented in Table 4.5-1.

As the project proceeds through the Project Development phase, Chapel Hill Transit will refine the cost estimates,

continue to apply for State funding and explore other funding opportunities.

**Table 4.5-1: N-S BRT Project Capital Funding Plan (YOE millions)**

	Original Plan	Updated Plan
Tax-District Revenue	\$6.1	\$6.1
Federal Funds	\$12.3	\$88.1
State Funds	\$6.1	\$0.0
Other Funds	\$0.0	\$31.6
<b>Total</b>	<b>\$24.5</b>	<b>\$125.8</b>

**4.5.2 Operating Costs, Schedule, and Funding Assumptions**

As in the original Plan, there are no funds from the dedicated Tax District Revenues that are planned for the operating cost of the N-S BRT Project.

**4.5.3 Upcoming Activities**

Chapel Hill Transit will continue with Project Development. The \$6.1 million YOE included in the original Plan has been committed to the project.

**4.6 Durham-Orange Light Rail Transit Project**

The D-O LRT Project will provide frequent, high-capacity light rail transit service in Durham and Orange Counties. As of December 2016, the scope of the project is 17.7 miles of dedicated light rail guideway with 18 stations between UNC Hospitals in Chapel Hill and North Carolina Central University (NCCU) in Durham, connecting numerous activity centers



within the two counties. Once service starts, the D-O LRT Project will provide approximately 50,000 annual hours of additional transit service in Durham and Orange counties. The proposed operating plan includes service 18.5 hours per day Monday through Saturday, with 10-minute headways at peak times and 20-minute headways the rest of the day, and service 17.5 hours per day on Sunday with 20-minute headways most of the day and 30-minute headways in the early morning and late evening.

The D-O LRT Project also includes bicycle, pedestrian, and bus infrastructure improvements along the alignment.

Compared to the project scope in the original Plan, the length of the alignment is slightly longer, due to the choice of a New Hope Creek crossing alternative that is longer than the original crossing included in the 2012 Alternatives Analysis, and the addition of a new terminal station at NCCU. The design has proceeded from a conceptual level to a level sufficient for completion of environmental analyses and entry into the Engineering phase of the federal New Starts.

The opening of the D-O LRT Project has been delayed from calendar year 2026 to 2028 to better match the anticipated flow of funding from the federal government.

**The proposed financing for the project is summarized in Section 5.**

#### 4.6.1 Capital Costs, Schedule, and Funding Assumptions

The estimated capital cost of the project is \$2,476 million YOE. This capital cost was developed in accordance with FTA requirements for federal participation through the New Starts program. It includes all eligible project expenses for project development, engineering, construction, start-up, and financing that are expected to be incurred from the date the project entered New Starts Project Development (February 2014) to the final year the project is expected to receive a disbursement of federal funds (anticipated 2032). This capital cost was reviewed by the FTA and accepted for entry into New Starts Engineering.

The capital cost includes \$2,126 million YOE for the original project scope (UNC Hospitals – Alston Avenue), \$133 million YOE for the segment from the Alston Avenue station to the NCCU station, and \$88 million YOE in finance charges eligible for federal participation. The project cost includes \$130 million YOE in Joint Development, of which \$65 million YOE would come from local sources outside of the Tax District Revenue. The Joint Development component is entirely optional and could be funded by government or private sources, and could be used to leverage local funds to meet local priorities such as increasing the supply of additional affordable housing within D-O LRT station areas. The D-O LRT Project is expected to open in calendar year 2028.

Details of project cost changes between the original Plan and this updated Plan are provided in Table 4.6-1 and Table 4.6-2.

Table 4.6-1: D-O LRT Project Capital Cost Updates (2016 millions)

	Original Plan	Updated Plan
Level of Design	Conceptual	30%
Original Scope (UNC-Alston Ave)	\$1,605*	\$1,668**
Joint Development (Optional)	n/a	\$101
NCCU Station	n/a	\$108
Eligible Finance Charges	n/a	\$61
<b>Total</b>	<b>\$1,605</b>	<b>\$1,877</b>

\* \$1,378 in 2011 dollars, escalated to 2016 dollars at 3.1% annually

\*\* \$1,598 in 2015 dollars, escalated to 2016 dollars at 3.1% annually

Table 4.6-2: D-O LRT Project Capital Cost Updates (YOE millions)

	Original Plan	Updated Plan
Construction Completion Date	2026	2028
Original Scope (UNC-Alston Ave)	\$1,823	\$2,126
Joint Development (Optional)	n/a	\$130
NCCU Station	n/a	\$133
Eligible Finance Charges	n/a	\$88
<b>Total</b>	<b>\$1,823</b>	<b>\$2,476</b>

Project funding assumptions are also substantially different in this Plan. The original Plan assumed 25 percent state funding for the project. That assumption was consistent with prior state support for the Charlotte Lynx Blue Line in 2003 and the Charlotte Lynx Blue Line Extension in 2012. However, in June 2016, the General Assembly adopted a provision that imposes a state funding cap of ten percent for rail transit projects. The provision also made the D-O LRT Project ineligible for re-entry into the competitive system for state funding until the next

transportation project funding cycle, which will conclude with an adopted State Transportation Improvement Program in June 2019. GoTriangle plans to enter the D-O LRT Project into the state process to compete for the full ten percent state share for which the project is eligible.

The anticipated capital funding plan for the project is presented in Table 4.6-3. GoTriangle is seeking a 50 percent grant from the FTA Section 5309 New Starts program, which is consistent with the federal share awarded other New Starts projects. The amount of funds budgeted from the dedicated Tax District Revenue in Durham and Orange Counties is \$887.9 million YOE, of which Orange County’s share is \$149.5 million in this Plan. The remaining capital funds are planned from state grants, private monetary and in-kind donations, and other funds specifically identified for the Joint Development component.

Table 4.6-3: D-O LRT Project Capital Funding Plan (YOE millions)

	Original Plan	Updated Plan
Other Funds	\$1,367.3	\$1,588.4
Dedicated Local Revenues	\$455.7	\$887.9
<i>Durham County Portion</i>	\$351.2	\$738.4
<i>Orange County Portion</i>	\$104.5	\$149.5
<b>Total</b>	<b>\$1,823.0</b>	<b>\$2,476.3</b>

Though the D-O LRT Project will compete for a full ten percent share from state funding, this funding is not guaranteed and could cover a lesser amount than ten percent of the full project cost. **Further information about financial assumptions is included in Section 5.**



#### 4.6.2 Operating Costs, Schedule, and Funding Assumptions

The operating cost is projected as \$28.7 million YOY for the first year (fiscal year 2029). After applying fare revenues and state and federal grants, operating costs will be funded using the dedicated Tax District Revenue in Durham and Orange Counties. This will allow local funds that currently operate bus routes that will be replaced by the D-O LRT Project to be reallocated. Orange County's share of the operating cost is 20 percent through June 30, 2036; thereafter, its share of the D-O LRT operating cost is 19 percent.

#### 4.6.3 State of Good Repair Costs, Schedule, and Funding Assumptions

FTA requires that agencies plan for funding needs associated with capital asset replacement. This includes items such as light rail vehicle replacement every 25 years and major track work overhaul every 20 to 35 years. The first such expenditure for the D-O LRT Project is anticipated in 2040, with expenses continuing periodically thereafter for the duration of light rail operations. The total local share of these State of Good Repair costs is assumed to be 30 percent. Orange County's portion of the local share of the capital asset replacement expenses is 19 percent.

#### 4.6.4 Upcoming Activities

Funding for the D-O LRT Project is committed through the Cost-Sharing Agreement executed along with this Plan and which is incorporated into the annual Work Plan [approved by Orange](#)

[County, GoTriangle and the DCHC MPO](#) (see Sections 6.2 and 6.5).

#### 4.6.4.1 Agreement for Making Changes to the Project

As the project moves forward into the Engineering Phase, GoTriangle will evaluate changes to the track alignment and station location at several sections to optimize the project's performance and the counties' financial investment. The goals of these changes include minimizing conflicts with vehicular & pedestrian traffic, and maximizing development opportunities and access for transit passengers.

The Federal Transit Administration (FTA) requires GoTriangle to re-evaluate any change to the project to assess the environmental effects of the proposed change. FTA requires GoTriangle to evaluate the proposed change for its effects on the human and natural environment. If the proposed change results in environmental effects, GoTriangle must demonstrate that the effects would be avoided, minimized, or mitigated through the existing commitments in the Amended Record of Decision before the change may be advanced in the design.

Before incorporating the proposed change into the final design of the project, the FTA must review and concur with the findings in the environmental re-evaluation. If FTA believes that additional environmental documentation is required to further assess the environmental effects, FTA will instruct GoTriangle to prepare and publish supplemental environmental documentation for public review and inspection. This supplemental environmental documentation will include any additional measures to avoid, minimize, or mitigate the effects of the change. The additional measures to avoid, minimize, or mitigate the effects of the change are then included in an Amended Record of Decision. This was recently completed for

the design refinement associated with the addition of a station at North Carolina Central University.

While all design changes must be comprehensively re-evaluated for environmental effects, not all design changes will result in the preparation and publication of supplemental environmental documentation or amendments to the Record of Decision. The FTA makes this determination.

At this time, GoTriangle is evaluating several potential refinements to the project design, including:

- A shift of the Patterson Place station towards the east, beyond Sayward Drive. GoTriangle is aware of the proximity of the Patterson Place station to New Hope Creek, a sensitive watershed. GoTriangle must comply with all local and state regulations and is required by FTA to carry out the mitigation commitments outlined in the Amended Record of Decision as part of the project's design. Any private land development that may result from the location of the station must comply with Durham City/County's regulations, which include regulations about the environmental effects of development.
- A shift of the Gateway station to the west, to the extent practicable, away from I-40. This change was recommended by GoTriangle's transit-oriented development consultants in a station area land-use study. If implemented, the proposed station refinement



has the potential to significantly increase the economic development opportunities for both counties at that site.

The approving Boards of this plan agree that any additions or deletions of stations along the D-O LRT Project alignment would require approval by the Orange County Board of Commissioners, Durham County Board of Commissioners, and DCHC MPO Policy Board, and the GoTriangle Board. Changes to station locations that would be significant enough to require approval by the GoTriangle Board of Trustees, such as the two changes described above, will be presented in advance to the Orange County Board of Commissioners, Durham County Board of Commissioners, and DCHC MPO Policy Board for their input.

4.6.4.2 LRT – Bus Service Planning

The D-O LRT Project is intended to provide a frequent, high-quality transit service through the congested D-O Corridor, offering a more reliable trip than buses. A key part to the system’s success will be the ability for transit riders to connect to and from light-rail stations using the region’s wide-ranging bus network. Therefore, before D-O LRT Project opens, the transit agencies will undertake a public process to restructure all existing bus services to improve transit options for residents and employees throughout both counties. The agencies will also work to put the “rail dividend” service hours to use to help link destinations away from the light rail with light-rail stations.

4.6.4.3 Economic Development at Gateway & Woodmont stations

Two of the stations in the Project are near the border between Durham County and Orange County and are located within the municipal limits of the Town of Chapel Hill —Woodmont station and Gateway station. In this Plan, Orange County agrees to work with Durham County to pursue strategic economic development partnerships around the sites of these two stations.

4.7 Administrative and Service Support

This updated Plan includes a new category of expenses to support the administration of new and expanded services and facilities. An administrative position and short-term transit planning efforts are identified to be funded in this Plan.

The administrative position would be responsible for coordinating the ongoing administrative and planning activities necessary to implement this Plan and Durham’s Plan. This Plan identified a need for a part-time position (0.5 Full-Time Equivalent) for a staff member dedicated to these duties that would be housed at the Triangle J Council of Governments or the DCHC MPO. The staff member’s duties would be to coordinate and administer the committees that manage the Durham and Orange Transit Plans, improve the staff advisory process, create a process for developing and updating operating and capital programs, oversee updates to the financial plans, and establish any other formal processes necessary to improve the implementation of the transit plans. The cost of the position would be split equally between the Orange and Durham Tax District Revenues.

The Plan also identifies the need for funds to support short-term planning by GoTriangle and OPT. The results of this study will help identify changes to existing services and future needed services to be funded by Tax District Revenue or other sources.

**4.7.1 Operating Costs, Schedule, and Funding Assumptions**

The Plan allocates \$24,500 in fiscal year 2018 for the position of Plan administrator, with similar amounts in future years. This cost represents 50 percent of the 0.5 FTE position at TJCOG or DCHC MPO; the other 50 percent of the 0.5 FTE position is the responsibility of the Durham Plan.

For GoTriangle and OPT’s short-term planning, the Plan allocates \$100,000,296,000 (YOE) in fiscal year 2018.

**4.7.2 Upcoming Activities**

Beginning in fiscal year 2019, the DCHC MPO will enter into a Project-Specific Agreement with GoTriangle regarding the Project Administrator position. See Section 0.

**4.8 Additional Needs Identified in this Plan**

The Plan identifies additional needs to expand the transit system significantly beyond the services currently provided. However, the revenue provided by the Plan is inadequate to meet all of the region’s transit needs. This section identifies some of the transit needs that the anticipated Tax District Revenue will not be able to support. This list of projects is subject to change as the agencies and municipalities continue

to evaluate the region’s transit needs and the resources available to meet them.

**4.8.1 Bus Service**

In addition to the identified services to be implemented by fiscal year 2019, there will be additional bus service needs between fiscal years 2020-2045. Since details of these additional bus service needs have not yet been developed, the assumption has been to increase the total bus service hours provided in the county according to the projected annual job growth rate (1.58 percent per year in Orange County). ~~This results in an additional \$278 million YOE worth of needs in Orange County over the course of that 26 year period.~~ Some of these needs may be able to be met by reallocating existing bus hours when the Durham-Orange Light Rail Transit service opens. Others may require additional funding from other revenue sources.

Any additional bus service implemented would support the original goals of this Plan. They may include:

- Improved frequency of service into the major employment and education destinations in Orange County to mitigate increased traffic congestion and reduce the need to provide additional parking
- Better service outside the hours of the traditional work commute to support a less car-dependent lifestyle
- Direct bus access to future light rail stations in Orange County to expand the reach of the Durham-Orange Light Rail Transit service throughout the County

In its five-year plan, OPT proposed additional annual hours of bus services beyond what could be afforded in the original Plan.

As GoTriangle and Chapel Hill Transit conduct future planning studies, both agencies expect to develop proposals for future service which may or may not be able to be funded through the Tax District Revenue.

**4.8.2 Vehicles**

To support the additional bus service needs identified, new vehicles would need to be purchased by each agency. A conservative estimate suggests that 65 vehicles would need to be purchased in Orange County (this number includes replacements of new vehicles purchased) between fiscal years 2020-2045, though this number will be refined as new vehicle purchases are tied to specific bus operating projects.

**4.8.3 Bus Facilities**

Agencies have proposed bus facility projects in addition to those funded in this Plan. These additional projects include \$15 million YOE for capital and facilities operations and maintenance.

The additional project needs include \$5 million YOE for projects that could be delivered before fiscal year 2020. The cost includes operating and maintenance for 2018-2045:

- Old Fayetteville Road sidewalk in Carrboro
- Bike Share system pilot for Chapel Hill, Carrboro, UNC-Chapel Hill, and Hillsborough

- Real-time information system upgrades for Chapel Hill Transit

The additional project needs include \$10 million YOE for projects after fiscal year 2020:

- Two intersection improvements to improve access to OPT bus stops
- Five OPT bus stop improvement
- Hillsborough Transfer Center Phase two includes property acquisition, building, bus lane on site, bus facility on site

In addition, other as-yet-unidentified needs may include but are not limited to:

- Bus stop improvements are anticipated with the realignment of services with the opening of the D-O LRT Project.
- Bus stop improvements to comply with new design guidelines being developed by Chapel Hill Transit in fiscal year 2018
- Other bus stop and access improvements to respond to changing ridership and travel patterns beyond fiscal year 2025
- New regional transit facility at Park Center in Research Triangle Park

**4.8.4 Hillsborough Train Station**

The Hillsborough Train Station project is fully funded in this Plan.

4.8.5 North-South Bus Rapid Transit Project

The North-South BRT Project is not fully funded in this Plan. As the project proceeds through the Project Development phase, Chapel Hill Transit will refine the cost estimates, seek State funding, and explore other funding opportunities.

4.8.6 Durham-Orange Light Rail Transit Project

The D-O LRT Project is fully funded in this Plan. Additional needs for increased frequency and/or span of light rail service may be considered in future updates to this Plan.

4.8.7 Administrative and Service Support

Several request administrative and service support efforts are not funded in this Plan.

Unfunded requests include assisting OPT’s introduction of significantly expanded services in rural Orange County, including efforts to market and rebrand OPT’s expanded services and a training contractor to provide enhanced training for staff and new operators expected to be hired by the agency to support the expanded service. In addition, transit agencies had request funding for two ongoing surveys of Durham and Orange County residents. The first would be a customer-satisfaction survey directed at transit customers to gather basic statistics and opinions of the system’s performance. Every third year, the survey effort would be more robust to collect customer statistics at the route level. The second would be a community survey that tracks the perception of the transit

system among all residents of both counties, including those who do and do not ride transit.

4.8.7.1 Operating Costs, Schedule, and Funding Assumptions

For the OPT rebranding and training efforts, OPT identified a need for \$111,000 in fiscal year 2018.

For the surveys, the agencies requested \$75,000 YOE in fiscal year 2018 for the surveys and two out of every three years thereafter. In fiscal year 2019, the agencies requested \$155,000 YOE to accommodate the triennial expanded customer-service survey, which represents a 50-50 cost split. The other 50 percent of the cost of the survey project would be paid for by Durham County Tax District Revenue.

## 5. Financial Plan

This Plan is fiscally constrained, and it relies on estimates and assumptions that have been developed by agency staff using current information and forecasting expertise. As time passes and new information is gathered, these estimates and assumptions may evolve. It will be important to monitor the potential effect of new information on the cost and timing of the projects included in this Plan. In addition, factors such as inflation, revenue growth, competition for federal funding and access to capital markets, and regional partnerships will influence the overall financial outlook of the Plan.

This Section documents current assumptions to implement projects and services included in the program in Section 4, and is organized as follows:

- Dedicated Tax District Revenue
- Inflation assumptions
- Financing assumptions
- Cash flow summary
- Financial health of the Plan

A summary of the assumptions included in this Financial Plan are provided in Table 4.8-1.

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Table 4.8-1. Financial Plan Key Assumptions

Input	Assumptions
Sales tax compound annual growth rate – Durham County / Orange County	4.33% / 3.71%
Inflation rate – capital cost / operating cost	3.1% / 3.1%
Bus operating cost per hour (2018 dollars)	
Chapel Hill Transit / GoTriangle / Orange Public Transportation	\$113 / \$120 / \$68
Tax District Revenue share of bus operating costs	
Chapel Hill Transit / GoTriangle / Orange Public Transportation	90% / 75% / 90%
<b>Allocation of funding for bus operations according to the Interlocal Implementation Agreement</b>	
Chapel Hill Transit / GoTriangle / Orange Public Transportation	64% / 24% / 12%
LRT cost share (Durham/Orange/Other)	
Capital cost	81.5% / 16.5% / 2.0%
Shared borrowings	81.5% / 18.5% / 0.0%
Operating cost	Through FY 2036: 80.0% / 20.0% / 0.0% After FY 2036: 81.0% / 19.0% / 0.0%
State of Good Repair costs	Through FY 2036: 80.0% / 20.0% / 0.0% After FY 2036: 81.0% / 19.0% / 0.0%
LRT construction period	FY 2020 through FY 2028
LRT state funding share	10%
LRT federal New Starts funding share	50%
Annual disbursement cap for LRT federal funding share	\$100 M YOY
Target minimum net debt service coverage ratio [ (Revenues – Operating Expenditures) / Debt Service ]	1.15x



## 5.1 Dedicated Tax District Revenues

There are four dedicated revenue streams used to fund the local share of projects and services in this Plan. These revenues are collected in both Durham and Orange counties; the revenues governed by this Plan are those collected in Orange County. These four dedicated Tax District Revenue streams used to finance this Plan are referred to throughout this document as “Tax District Revenue.” The Tax District Revenue includes:

- Article 43 One-half percent (half-cent) sales and use tax
- Article 50: GoTriangle five percent vehicle rental tax
- Article 51: Three dollar increase to GoTriangle vehicle registration fee
- Article 52: Seven-dollar county vehicle registration fee

This Section describes these revenue streams, reports actual annual revenues to date (including half-year revenues from fiscal year 2017), and explains assumptions used to project future revenues.

### 5.1.1.1 Article 43 Half-Cent Sales Tax

The largest of the four dedicated Tax District Revenue sources is Article 43, a one-half percent (half-cent) sales and use tax collected in Durham and Orange Counties. A half-cent sales tax means when individuals spend \$10.00 on certain goods and services, an additional five cents (\$.05) is added to the transaction and dedicated to the transit services funded under this Plan. Under state law, items such as food, gasoline, medicine, health care, and housing are excluded from the tax.

Revenue from the half-cent sales tax can be used for financing, constructing, operating, and maintaining local public transit systems. The funds can be used to supplement but not supplant or replace existing funds or resources for public transit systems.

GoTriangle has statutory authority to levy this tax in Durham, Orange, and Wake Counties. Doing so in each county is contingent on the addition of the county to a tax district, a successful referendum, and approval from the Board of County Commissioners. GoTriangle created the Western Triangle Tax District (now known as the Triangle Tax District) in June 2011. Durham County voters passed their referendum in November 2011, and the Durham County Board of Commissioners passed a resolution authorizing GoTriangle to levy the tax. GoTriangle added Orange County to the Tax District in June 2012. Additionally, Orange County and GoTriangle signed an agreement that GoTriangle would not levy the tax until the Board of Commissioners gave further approval. Following the successful Orange County referendum in November 2012, the Orange County Board of Commissioners gave its approval. GoTriangle formally levied the tax in both counties in December 2012. The North Carolina Department of Revenue (NCDOR) collects the tax in each county; collections in both counties began April 2013. NCDOR distributes these revenues directly to GoTriangle (in April 2017, following a similar process, NCDOR began collecting a half-cent sales tax dedicated to transit in Wake County).

The forecast for Orange County’s half-cent sales tax used in this updated Plan was developed by Moody’s Analytics in November 2016, using county-level personal disposable income and metro area housing completions as the main

explanatory variables for revenue growth. This analysis provided year-by-year growth rates for 2017 through 2046, incorporating assumptions about economic cycles. The compound annual growth rate (CAGR) over the 30-year period was projected at 3.71 percent. This Plan assumes the year-by-year growth rates for years 2017 through 2046 and the CAGR for years 2047 and beyond. [The Moody's Analytics Sales Tax Forecast document is included as Appendix D.](#)

#### 5.1.1.2 Article 50 GoTriangle Vehicle Rental Tax

The second dedicated revenue source is a vehicle rental tax, which is imposed at the rate of five percent on the gross receipts derived by a retailer from the short-term rental of “U-drive-it” vehicles and motorcycles.

GoTriangle has statutory authority to levy this tax in Durham, Orange, and Wake Counties, and has since November 1997. GoTriangle collects this tax directly from rental vehicle vendors in each of the three counties, including at Raleigh-Durham International Airport. GoTriangle’s Board of Trustees has a policy that allocates 50 percent of these vehicle rental tax revenues to the transit plans of Durham, Orange and Wake counties, with the remaining 50 percent reserved for GoTriangle’s general use. The amount identified for the county transit plans is allocated based on 2010 population as follows: 68 percent to Wake County, 21.5 percent to Durham County, and 10.5 percent to Orange County. As such, the Orange County portion of all vehicle rental tax revenues is, compared to the total collected, 5.25 percent.

The forecast for GoTriangle’s vehicle rental tax was developed in October 2014 by Dr. Michael Walden, an economist at North Carolina State University, using enplanements at RDU International Airport and annual real Gross Domestic Product (GDP) as the main explanatory variable for revenue growth. This analysis provided year-by-year growth rates for years 2014 through 2024, with an average annual growth rate of 4.8 percent. This Plan assumes the year-by-year growth rates for years 2017 through 2024 and the average annual growth rate for years 2025 and beyond.

#### 5.1.1.3 Article 51 Three Dollar Vehicle Registration Fee

The third dedicated revenue source is a three dollar (\$3) vehicle registration fee, which is an increase to GoTriangle’s five dollar (\$5) vehicles registration fee. Since 1991, GoTriangle has been collecting a five dollar (\$5) vehicle registration fee in Durham, Orange and Wake Counties; those revenues fund GoTriangle’s general operations. To fund the Durham and Orange Transit Plans, GoTriangle exercised its statutory authority to increase the five dollar fee by three dollars in Durham and Orange Counties; it dedicated those incremental revenues to the county transit plans. GoTriangle needed to create the Durham-Orange Tax District (distinct from the Western Triangle Tax District) and receive approvals from GoTriangle’s Special Tax Board and both Boards of County Commissioners. GoTriangle created the Durham-Orange Tax District, its Special Tax Board approved the fee in February 2014, and the Counties approved the fee in March 2014. GoTriangle began levying the fee shortly thereafter. The revenues from the three dollar fee that are collected in Orange County are included in this Plan.

The forecast for the vehicle registration fee was also developed by Dr. Walden in October 2014 using annual real Gross Domestic Product (GDP) as the main explanatory variable for revenue growth. This analysis provided year-by-year growth rates for years 2014 through 2024, with an average annual growth rate of 3.3 percent. This Plan assumes the year-by-year growth rates for years 2017 through 2024 and the average annual growth rate for years 2025 and beyond.

5.1.1.4 Article 52 Seven Dollar Vehicle Registration Fee

The fourth dedicated revenue source is a seven dollar (\$7) vehicle registration fee levied by Durham and Orange Counties. The counties have the statutory authority to levy the fee, and since levying the fee they have authorized the North Carolina Division of Motor Vehicles (NCDMV) to distribute the revenues directly to GoTriangle for the purpose of funding the county transit plans. The NCDMV collects the fees and distributes them to GoTriangle quarterly. The revenues from the seven dollar fee that are collected in Orange County are included in this Plan.

The same growth rate projection was applied to both vehicle registration fees, since they have the same tax base.

5.1.1.5 Actual Tax District Revenue, Fiscal Years 2014 through 2016

Tax District Revenue has been generated in Orange County for a period of years. This section describes the total revenue collected to date and the total expenditures to date. This section also describes the year-by-year collections to date, as compared to the year-by-year revenue projected in the original Plan.

Through the end of fiscal year 2016, the Tax District Revenue in Orange County generated \$23.1 million. Of that, the transit agencies have expended \$12.4 million to develop and deliver the projects and services in the original Plan. The remaining funds are held in reserve to be distributed in accordance with the Plan.

To date, Tax District Revenues have exceeded the expectations in the original Plan. Figure 5.1-1: Year by Year Revenue Comparison (in thousands of \$\$) contains the actual year-by-year collections to date for each of the four dedicated revenue streams, compared to the projections contained in the original Plan.

Figure 5.1-1: Year by Year Revenue Comparison (in thousands of \$\$)

YR	Tax District Revenue	Actual	Proj	Difference
Fiscal Year 2014	Half-Cent Sales Tax	\$6,560	\$5,000	\$1,560
	GoTriangle Vehicle Rental Tax	\$470	\$600	(\$130)
	\$7 Vehicle Registration Fee	\$570	\$800	(\$230)
	\$3 Vehicle Registration Fee	\$0	\$400	(\$400)
	<b>Total Revenues</b>	\$7,600	\$6,800	\$800
	<b>Percentage projected vs actual</b>			<b>112%</b>
Fiscal Year 2015	Half-Cent Sales Tax	\$6,190	\$5,100	\$1,090
	GoTriangle Vehicle Rental Tax	\$500	\$600	(\$100)
	\$7 Vehicle Registration Fee	\$810	\$800	\$10
	\$3 Vehicle Registration Fee	\$240	\$400	(\$160)
	<b>Total Revenues</b>	\$7,740	\$6,900	\$840
	<b>Percentage projected vs actual</b>			<b>112%</b>
Fiscal Year 2016	Half-Cent Sales Tax	\$6,160	\$5,300	\$860
	GoTriangle Vehicle Rental Tax	\$540	\$600	(\$60)
	\$7 Vehicle Registration Fee	\$770	\$800	(\$30)
	\$3 Vehicle Registration Fee	\$330	\$400	(\$70)
	<b>Total Revenues</b>	\$7,800	\$7,100	\$700
	<b>Percentage projected vs actual</b>			<b>110%</b>
Half-Year FY2017	Half-Cent Sales Tax	\$3,140	\$2,700	\$440
	GoTriangle Vehicle Rental Tax	\$310	\$300	\$10
	\$7 Vehicle Registration Fee	\$390	\$400	(\$10)
	\$3 Vehicle Registration Fee	\$170	\$200	(\$30)
	<b>Total Revenues</b>	\$4,010	\$3,600	\$410
	<b>Percentage projected vs actual</b>			<b>111%</b>

Projected revenues provided in original Plan

Total revenues include interest and investment but exclude grants

5.1.1.6 Projected Transit Tax Revenues, Fiscal Years 2017 through 2045

From fiscal year 2017 through fiscal year 2045, Orange County’s half-cent sales tax revenue is projected to generate \$344.1 million YOE. The vehicle rental tax allocated to Orange County is projected to total \$33.0 million YOE. The seven dollar and three dollar vehicle registration fees are expected to generate \$37.4 million YOE and \$16.0 million YOE, respectively. In total, these local transit tax revenues are projected to generate \$430.6 million YOE from fiscal year 2017 through fiscal year 2045.

5.2 Financing Assumptions

A portion of the construction cost of the Durham-Orange Light Rail Transit Project will be debt funded, with financing proceeds shown as revenues and debt service shown as expenses. In both the original Plan and this Plan, GoTriangle, as administrator of the Tax District, is the sole issuer of debt. The financial plan does not rely on or assume any debt issuances from parties other than GoTriangle.

The 2012 Plan assumed that in order to fund the projects and services proposed for Orange County, \$25 million YOE in Tax District long-term borrowing would be required. This updated Plan, in response to reductions in state and federal revenues, adjusts this total borrowing to a total of approximately \$\_\_\_\_\_ million (YOE). The \$\_\_\_\_\_ million is to be a combination of short- and long-term borrowing, to be repaid by a combination of federal grants and Orange County’s dedicated transit tax revenues.

Two types of borrowing are anticipated – short-term, Limited Obligation Bonds (LOBs), and a long-term federally backed Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. Some of the short-term LOBs are to be repaid by federal grants for the D-O LRT Project, and the remainder of the LOBs and the TIFIA loan would be repaid by Tax District Revenue. The final terms of the debt, including the timing of the issuances, will depend on a variety of factors; this section describes the guiding assumptions used to develop this Plan. As implementation of the Plan progresses, the financing structure will be refined to ensure the most efficient use of Tax District Revenues.

This Plan assumes that during the latter half of the D-O LRT Project construction period in fiscal years 2024 through 2028, GoTriangle will issue short-term LOBs intended to be repaid by a combination of Orange County Tax District Revenues and federal grant funds for the D-O LRT Project. The total amount of LOBs intended to be repaid by Orange local transit taxes is \$67.5 million YOE. The amount of LOBs intended to be repaid by federal grant funds is \$60.8 million. The repayment terms vary for each issuance, but all LOBs will be repaid in full before debt service for the TIFIA loan begins in fiscal year 2033. The cost of issuance for all LOBs is assumed to be one percent of the par amount.

In 2020, GoTriangle plans to close on a TIFIA loan for the project. The TIFIA program is a federal loan program administered by the Department of Transportation. The program offers long-term, low-cost borrowing for major transportation infrastructure projects. The program is designed to provide a portion of the financing, and to assist in projects

being completed either that could not be completed without the TIFIA loan or the TIFIA loan allows the project to be completed at lower cost or a more accelerated timeline.

The loans allow borrowers to borrow at the federal government’s own borrowing rates (the loan rate will be based on then-current treasury rates). Repayment terms are allowed up to 35 years past the project completion. Interest and principal can be deferred up to 5 and 10 years past project completion. The loan rate is set at closing, and the loan is treated as a drawdown facility. No interest accrues until drawdowns are made.

The TIFIA loan is projected to utilize the terms of the TIFIA program and to have a maturity of 35 years after project completion, assuming a debt service payment deferral period of five years after project completion and interest-only payments for four years (2033-2036). All LOBs will be repaid in full before debt service for the TIFIA loan begins. This Plan assumes that a par amount of \$\_\_\_\_\_ million YOE will be funded by Orange local transit taxes. The cost of issuance is assumed at \$\_\_\_\_\_.

In addition to financing needed for D-O LRT Project construction, an additional \$\_\_\_\_\_ million YOE in borrowing is needed to fund Orange County’s share of State of Good Repair costs for the project. These LOBs, which are to be issued by GoTriangle and funded by local transit tax revenues, would be issued in Fiscal Years 2040, 2048, 2053, and 2058.

### 5.3 Interest Rates

The assumed interest rate for the limited obligation bonds is four percent. The bonds will be tax-exempt, and therefore the Municipal Market Data (MMD) index was utilized in the analysis of historical rate movements. It is expected the first series of limited obligation bonds (LOB) will be sold in 2024. Over the last 5-year, 10-year, 15-year and 20-year periods, average rates for the 7-year MMD have been 1.52 percent, 2.12 percent, 2.46 percent, and 2.99 percent, respectively. The budgeted rate of four percent is higher than the average rates over each of those time periods, which supports the reasonableness of the assumption.

The assumed interest rate for the TIFIA loan is 5 percent. Under the TIFIA credit program, the TIFIA Loan would have an interest rate approximately equal to the 30-year Treasury rate at the time of the loan closing. To receive that favorable interest rate, minimum credit qualifications are that the loan must be rated investment grade or be subordinate to an investment grade credit. The TIFIA loan is expected to be entered into in 2020. Over the last 5-year, 10-year, 15-year and 20-year periods, average rates for the 30-year Treasury have been 3.03 percent, 3.66 percent, 4.00 percent, and 4.54 percent, respectively. The assumed 5 percent rate in this plan is higher than the average rates over each of those time periods.

### 5.4 Debt Service Coverage

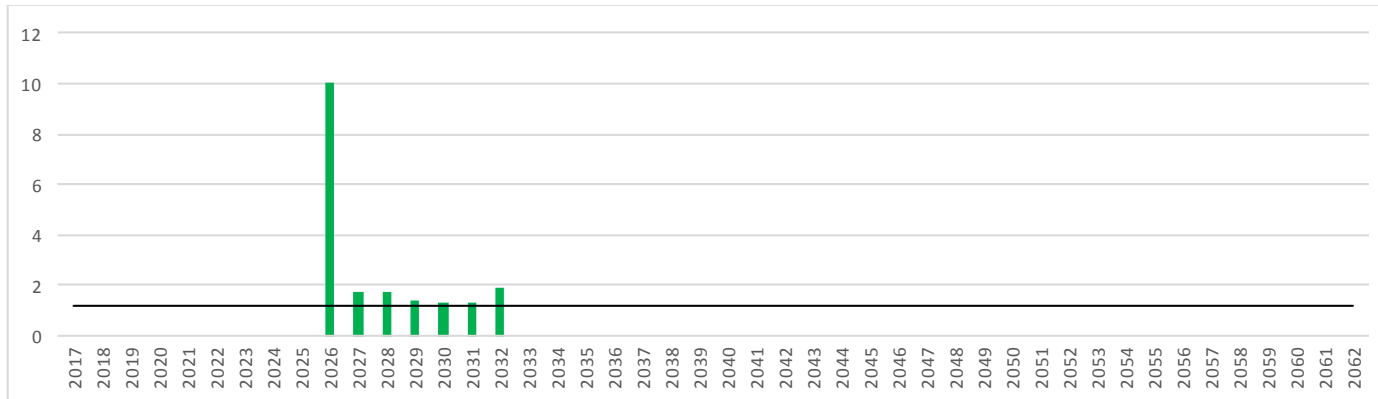
Given the Plan's focus on significantly increasing transit service, a key measure of financial health is GoTriangle's ongoing ability to pay annual debt service, given projected revenue and

recurring operating expenses. GoTriangle's total borrowing to implement both the Durham and Orange transit plans maintains a minimum net debt service coverage (ratio of revenues less operating expenses over annual debt service) of 1.19x for LOBs intended to be repaid by Tax District Revenues, 1.34x for LOBs intended to be repaid by federal grants, and 1.18x for the TIFIA loan. The average net coverage ratios for those same categories of borrowing are 2.34x, 2.78x, and 2.21x, respectively.

Figure 5.4-1 and Figure 5.4-2 show the net debt service coverage ratios (DSCR), distinguished by the intended repayment source. Figure 5.4-1 shows DSCR for the LOBs intended to be repaid by federal grants. Figure 5.4-2 shows DSCR for the TIFIA loan and LOBs that are intended to be funded by local transit tax revenues.

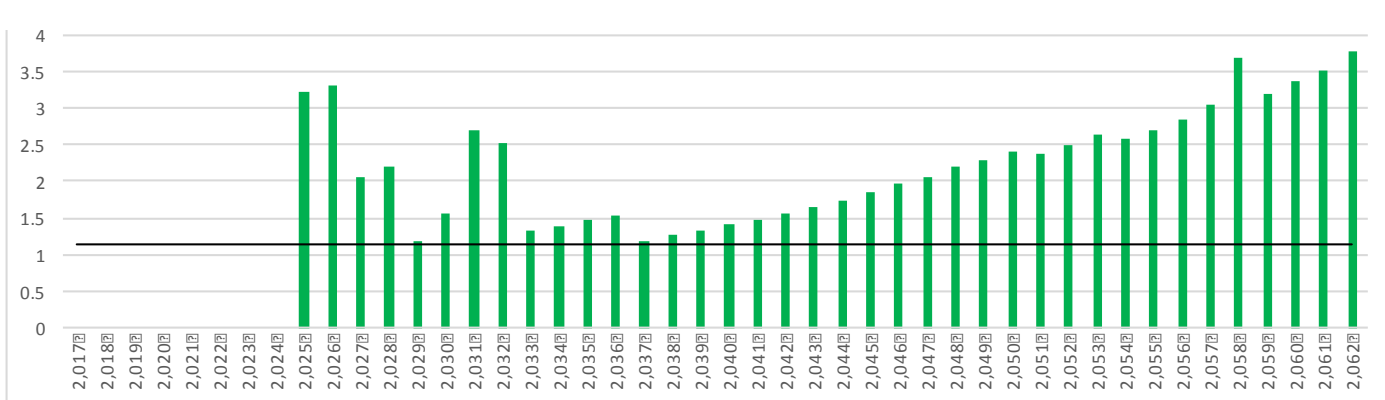
Figure 5.4-3 shows the total local transit tax revenue associated with Durham and Orange counties as well as GoTriangle's total projected debt service for the D-O LRT Project. Even as GoTriangle's debt service remains fairly level into the future, revenues available to pay debt service are projected to continue growing.

Figure 5.4-1. Projected Debt Service Coverage Ratios: Federally-Funded Limited Obligation Bonds (LOBs)



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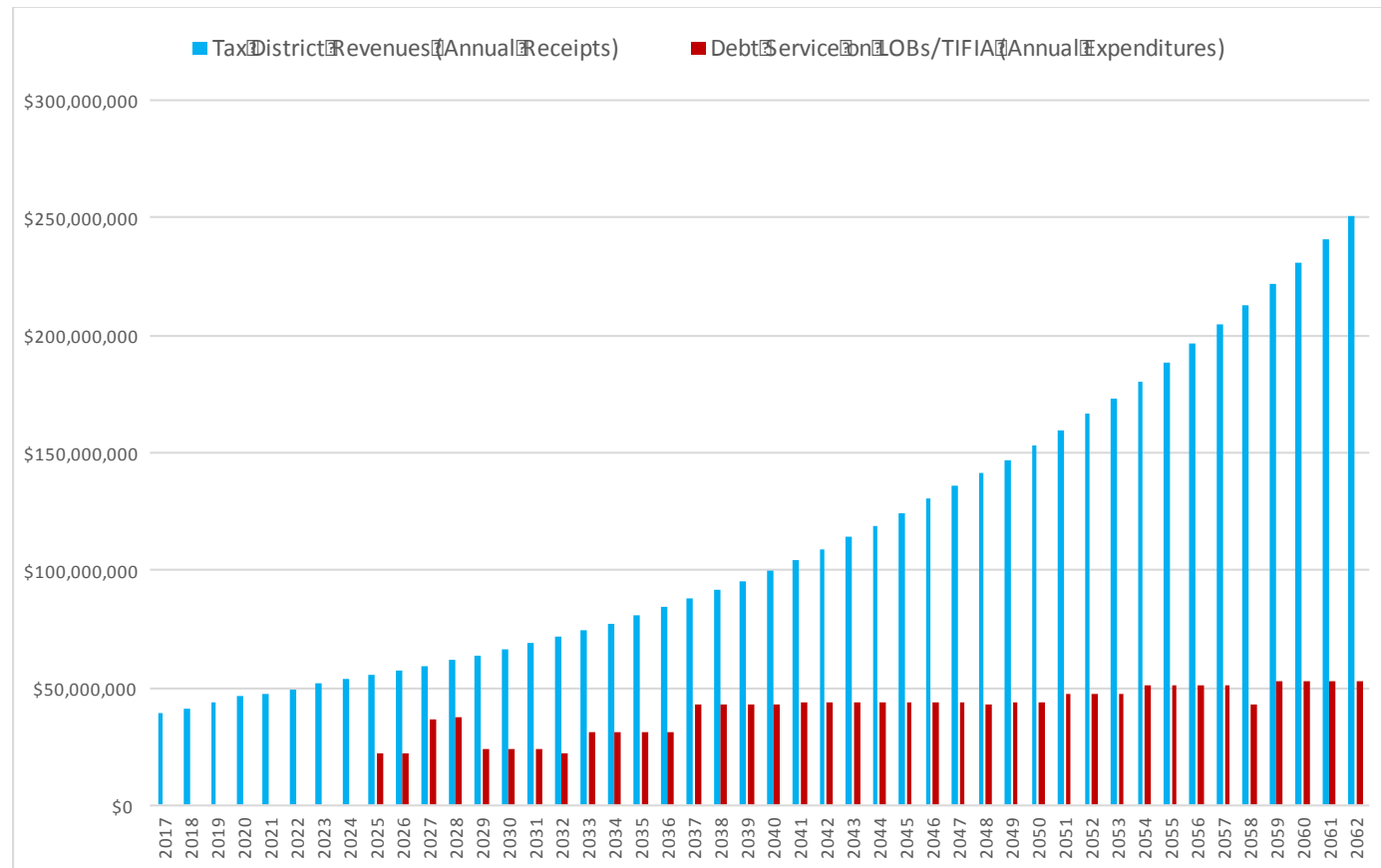
Figure 5.4-2. Projected Debt Service Coverage Ratios: Locally-Funded Limited Obligation Bonds (LOBs) & TIFIA Loans



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Figure 5.4-3. Projected Transit Tax District Revenue v. Debt Service for the D-O LRT Project





5.5 Reserves

GoTriangle will maintain reserves for O&M and debt service using Tax-District Revenue.

5.5.1 Operations and maintenance

The 2017 Plan assumes GoTriangle will maintain cash reserves for O&M equivalent to 25 percent of its annual system operating budget, including allocations made by the Tax District to the transit providers for bus operations and maintenance. This reserve can be used to accommodate unexpected increases in operating costs or temporary revenue shortfalls. GoTriangle could also supplement O&M funding with its cash balance.

5.5.2 Debt service

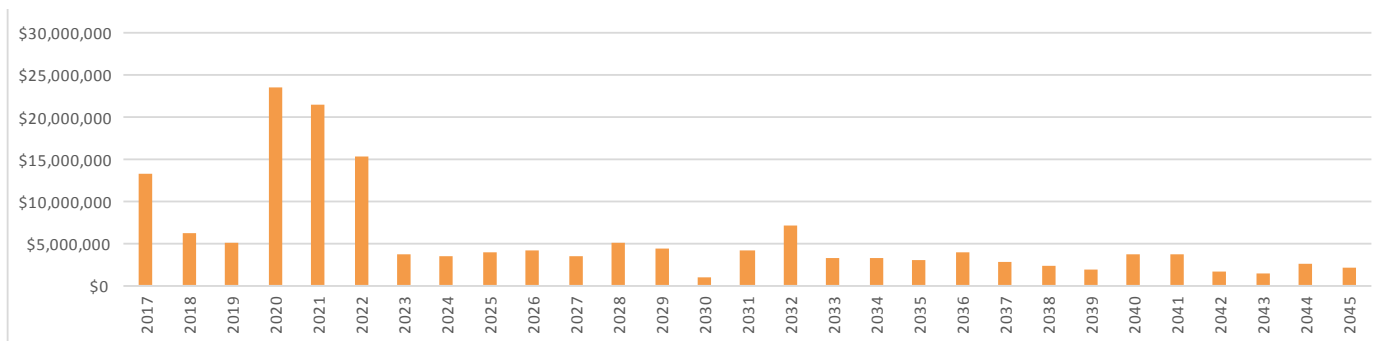
As for debt service, the LOBs assume a reserve equal to 10 percent of the initial amount borrowed. The TIFIA loan assumes a reserve that is the lowest of: a) 10 percent of initial amount borrowed, b) the maximum annual debt service, or c) 125 percent of the average annual payments.

5.6 Cash Flow Summary

Figure 5.5-1 shows the projected cash balance of the 2017 Plan from fiscal year 2017 through fiscal year 2045. The cash balance in the first year reflects the amount of local transit tax revenues that have been reserved during the Project Development phase of the D-O LRT Project. This balance will be used to cash fund engineering activities in fiscal years 2018 and 2019. At the end of 2019, the 2017 Plan anticipates the first disbursement of state funds for the project, followed by a federal Full Funding

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Figure 5.5-1. Cash Balances (YOE)



Grant Agreement in fiscal year 2020. Once the Full Funding Grant Agreement is executed, the disbursement of federal funds will begin at the rate of \$100 million YOY per year (18 percent of which is reflected in the Orange cash flow). As project construction expenditures begin to outpace the federal disbursement schedule, financing will be needed to address the timing differences. Project construction will be complete in fiscal year 2028, and operations and maintenance for the project will begin in fiscal year 2029. From that point on, the primary expenses in the cash flow will be operating and maintaining the transit system in a state of good repair as well as funding debt service. Local transit tax revenues are projected to be sufficient to fund these expenses, but the capacity for expansion is limited in the long term. From fiscal years 2017 through 2045, the minimum projected cash balance after funding debt service, operations, maintenance and reserves is \$1.05 million YOY in fiscal year 2030.

Figure 5.5-1 shows the projected cash balance of this Plan from fiscal year 2017 through fiscal year 2045. The variation in long-term cash balances is due to the funding of capital asset replacement costs for the D-O LRT Project.

Year-by-year information about projected revenues and expenditures is provided in Appendix A.

## 5.7 Key Financial Issues

As described above, this is a fiscally constrained plan using reasonably conservative assumptions. The key financial assumptions are regularly evaluated in order to assess the extent to which the plan is susceptible to these assumptions

not being fully met due to external risk factors. The key identified risk factors are:

- Federal funding
- State funding
- Local sales tax forecast
- Project cost overruns

Though the current assumptions are reasonably conservative, there are risks that not all the forecasted revenues will be fully realized, or project costs may exceed estimates. Each of these could occur at different times in the course of implementing the Plan, resulting in different mitigation strategies available to address the risks.

In addition to plan level analysis, it is also good practice to assess key risks for specific projects. For example, at this stage of project development for the D-O LRT Project, some mitigation strategies are already included, such as a 30% cost contingency in the D-O LRT Project cost and the assumption of conservative long-term lending rates.

Our other available mitigation strategies that have been identified include:

- Design changes to reduce project cost
- Savings from property donations
- Cost transfer to project partners
- New revenue commitments

Each of these risk areas and mitigation strategies for the D-O LRT Project are described in more detail in Appendix B: Durham-Orange LRT Financial Risks and Mitigation Strategies.

Orange County, Durham County, and GoTriangle also executed an updated Cost-Share Agreement for the D-O LRT Project. The agreement sets forth quarterly reporting requirements from GoTriangle to the two counties regarding the progress of the project, including any significant cost overruns or unmitigated funding shortfalls. If significant cost overruns or unmitigated funding shortfalls are encountered or anticipated, the parties agree to meet within 15 business days to decide upon a course of action for the D-O LRT Project.

## 6. Implementation Activities

This Plan represents the county's transit vision, and proposes a set of new transit services, infrastructure, facilities, and planning efforts to accomplish the county's goal of an improved transit network that increases access to jobs, employment opportunities, and social services for residents and helps guide growth in a sustainable fashion. Following this Plan's adoption, the project sponsors will continue to refine the scope of capital projects to produce more accurate cost estimates, seek other sources of funding, and make changes to service plans based on the outcome of short-term planning efforts. In addition, actual project expenses and revenues will vary from the assumptions in this Plan, which may require changes in the scope, schedule, or need for any particular project. Therefore, the Plan establishes an implementation process to translate the proposed projects in this Plan into actual funded services and facilities.

The 2012 Implementation Agreement among Orange County, DCHC MPO, and GoTriangle established a Staff Working Group with representatives from Orange County, the DCHC MPO, and GoTriangle to oversee the plan implementation and to make recommendations to the Managers or governing bodies when changes are needed. This group will continue to meet regularly for this purpose. Continuing with current practice and per the Implementation Agreement, staff from all municipalities and transit providers within the County will be invited to participate in this effort.

As discussed below in this Section, the SWG will develop the following work products annually to govern implementation:

- Multi-year programs for Capital Improvements and Operating Programs (Section 6.1).
- A Light Rail Cost-Sharing Agreement (Section 6.2).
- Project-Specific Agreements, assigning responsibility for executing particular projects (Section 0).
- Annual budgets which allocate Tax District Revenue (Section 6.4).

Collectively, these documents will be known as an Annual Work Plan (Section 6.5). The full process defined in this Section will be in place for the first Work Plan submission due in May 2018, so that all projects funded by Tax District Revenue will be in compliance with the implementation process established in this section for fiscal year 2019.

### 6.1 Multi-Year Capital and Operating Programs

A multi-year Capital Improvement Program (CIP) identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. A multi-year Operating Program describes activities such as development of local bus, express bus, Bus Rapid Transit, and light rail services to be funded by the Tax District. It will describe service changes planned for the upcoming year and preliminary service proposals and financial projection for the subsequent years. The document will also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure project delivery or

allocated to service delivery, but are essential to the implementation of the Plan.

## 6.2 Light-Rail Cost-Sharing Agreement

In conjunction with the execution of this Plan, Durham County and Orange County are executing a Cost-Sharing Agreement specific to the D-O LRT Project. This agreement commits the use of a portion of the Tax District Revenues contributed by Durham County and Orange County to fund the local share of D-O LRT Project costs. The agreement also establishes the shares of those costs attributable to each of the counties that will be borne by these Tax District Revenue. The cost shares will be applied to the planning, engineering, financing, construction, maintenance, and operating costs of the D-O LRT Project.

The agreement also sets forth regular quarterly reporting requirements from GoTriangle to the two counties regarding the progress of the project, including any significant cost overruns or unmitigated funding shortfalls. If significant cost overruns or unmitigated funding shortfalls are encountered or anticipated, the parties agree to meet within 15 business days to decide upon a course of action for the D-O LRT Project.

The Cost-Sharing Agreement defines the joint commitment of Tax District Revenues to the D-O LRT Project, including the division of responsibility for capital, O&M, and state of good repair costs. The cost splits attributed to each county for these categories will be reviewed by the county Boards of Commissioners every four years.

## 6.3 Project-Specific Agreements

The Staff Working Group will develop a format for project-specific agreements for all bus facility projects, vehicle purchases, and major capital projects except the D-O LRT Project for which a project-specific agreement has already been developed (see Section 6.2). These agreements will include expectations on funding, responsibilities, schedule, and performance. The project agreements will also require adherence to minimum state or federal standards (e.g., Americans with Disabilities Act).

The Staff Working Group will also develop a format for project-specific agreements for operating projects. These agreements shall state details of the services to be provided and expectations on funding, responsibilities, schedule, and performance.

Agreements will be established between the project or service sponsor and GoTriangle.

## 6.4 Annual Budgets

GoTriangle's Triangle Transit Tax District annual fiscal year (July 1 through June 30) budget, includes projections of revenues by source and expenses by category, including transfers to specified project and service sponsors. The budget is adopted by the GoTriangle Board of Trustees by June 30 of each year.

## 6.5 Work Plans

Each year, the Staff Working Group will develop a Work Plan that sets forth the program of transit capital and operating improvements to be undertaken using Tax District Revenue.

The Work Plan will include:

- the Annual Budget discussed in Section 6.4
- the Multi-Year Capital Improvement Program discussed in Section 6.1
- the Multi-Year Operating Program discussed in Section 6.1
- All project-specific agreements as discussed in Section 0
- An update of the long-term Financial Plan

The Work Plan would be presented to the Orange County Board of Commissioners, Durham County Board of Commissioners, and DCHC MPO Policy Board to give them opportunities to review the information and to request changes prior to consideration for approval by the GoTriangle Board and DCHC MPO Policy Board in May for the upcoming fiscal year, beginning in May 2018.

## 6.6 Updating the Plan

The Staff Working Group will review changes to cost and revenue assumptions and project and service priorities each year and decide whether any changes warrant an update to the Plan. At a minimum, the Plan will be updated every four years, in advance of the DCHC MPO update of the long-range transportation plan, called a Metropolitan Transportation Plan.

## 7. Development of this Plan and Public Involvement

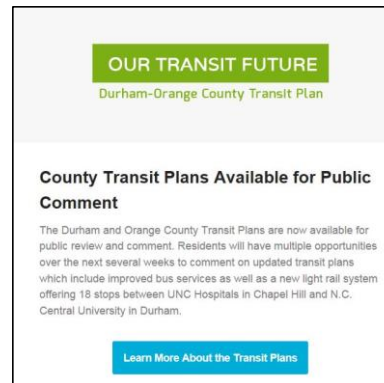
In accordance with Section 9 of the Implementation Agreement, the Staff Working Group has been meeting regularly since November to prepare this updated Plan. The initial draft of this Plan was released on March 31, 2017 on ourtransitfuture.com, starting a 21-day public comment period to receive input from members of the community. Revised versions of this Plan were released on April 4 and April 10. The revisions were posted to the ourtransitfuture.com website, along with errata which detailed the changes made in each revision.

### 7.1 Notification of Availability

On March 31, 2017 the draft Orange County Transit Plan and draft Durham County Transit Plan were uploaded to <http://www.ourtransitfuture.com/plans>. The plans were also posted to the DCHC MPO website: <http://www.dchcmmpo.org/>.

After posting the plans an email was sent to Orange County Commissioners and elected officials, Durham County Commissioners and elected officials, members of the DCHC MPO Policy Board, and the GoTriangle Board of Trustees notifying them of the availability of the draft plans for public comment.

GoTriangle maintains a subscribers list for individuals who want to stay informed about transit planning activities in the Durham, Orange and Wake County. At 8:00 p.m. on March 31,



2017, an email alert was sent to over 2,000 individuals which comprise this list.

A media release was sent to all members of the local media. The DCHC MPO also purchased an advertisement in a local paper of general circulation to alert

members of the general public to the draft Plans availability.

Select members of the Staff Working Group posted information and resources regarding this Plan update and opportunities for public comment on their websites and update presentations were scheduled with their governing boards. Additional alerts were shared on social media.

### 7.2 Opportunities to Provide Public Comment

Feedback from users and potential users of the transit system is essential to improving the transportation network and setting a vision for a transit system. To make it easy for residents and other interested parties to submit comments, multiple opportunities were developed. Comments could be submitted five ways:

- Via email: [info@ourtransitfuture.com](mailto:info@ourtransitfuture.com),

- Via regular mail: P.O. Box 13787, Research Triangle Park, NC 27709,
- Through a comment form on ourtransitfuture.com,
- On a written comment form submitted at a public workshop, or at a public hearing

Three public hearings were held at which the public was invited to make verbal comment on this Plan and/or the Durham Plan:

- April 11 at the Durham County Board of County Commissioners. At that meeting, six people provided verbal comments
- April 12 at the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization. At that meeting, five people provided verbal comments
- April 18 at the Orange County Board of County Commissioners. At that meeting, 69 people provided verbal comments.

*Due to a notification error, the Durham County public hearing scheduled for April 11, was a public comment period.*

### 7.3 Opportunities to Learn About the Transit Plans

#### PUBLIC WORKSHOPS

Four workshops were hosted by the Staff Working Groups to provide an opportunity for residents and employees of Durham and Orange County and other interested stakeholders an opportunity to learn about this Plan and the Durham Plan. Workshops were held in an open house format allowing

attendees to ask questions of the county, transit agency, and GoTriangle staff. Workshops were held at the following locations and times:

- Monday, April 10 from 5-7 p.m. at Durham Station (515 W Pettigrew Street, Durham, NC 27701)
- Tuesday, April 11 from 5-7 p.m. at Orange County West Office Building (131 W Margaret Lane, Hillsborough, NC 27278)
- Wednesday, April 12 from 5-7 p.m. at GoTriangle (4600 Emperor Blvd, Durham, NC 27703)
- Thursday, April 13 from 5-7 p.m. at Chapel Hill Town Hall (405 Martin Luther King Jr. Blvd, Chapel Hill, NC 27514)

#### BRIEFINGS TO LOCAL GOVERNMENTS

While the Plan was out for public comment, GoTriangle and county staff gave six public briefings to local governing boards, including both sets of county commissioners and the elected governing boards of Carrboro, Chapel Hill, Durham, and Hillsborough. These meetings were open to the public and many were televised on local public-access television and streamed over the internet.

### 7.4 Dissemination of Comments

Between March 31 and April 21, 2017, channels for submitting comments were monitored and comments submitted were collected and sent to members of the Staff Working Groups, the Durham County Board of Commissioners, the Orange County



Board of Commissioners, the Durham City Council, the Chapel Hill Town Council, Carrboro Board of Alderman, the Hillsborough Board of Commissioners, the DCHC MPO Policy Board and the GoTriangle Board of Trustees on a rolling basis.

Across all of the avenues of public comments, the following input was received:

- 47 emails sent to info@ourtransitfuture.com
- 34 surveys submitted through the online comment form,
- 12 comment forms were submitted at public workshops

Attendance at public workshops

- 11 people attended the meeting at Durham Station on Monday, April 10
- 13 people attended the meeting in Hillsborough on Tuesday, April 12
- 2 people attended the meeting at GoTriangle’s offices on Wednesday, April 12
- 11 people attended the meeting at Chapel Hill Town Hall on Thursday, April 13

Over the course of the 21-day public comment period, many comments were received through the channels of public comment.

**7.5 Summary of Comments**

Major comments were about access to the light rail, connections to areas of the community, growth and congestion

in the area, the cost and funding of the light rail project, the benefits of the light rail project, and equitable service to all areas of the county.

Below are a list of general themes received through public comment.

**GENERAL**

- There are issues that should be funded before we fund transit (i.e. schools, roads)
- Transit is an important issue for our community, which will enable smart growth
- We need to listen to the needs of seniors
- We need a plan that prioritizes community members who commute daily for work/school
- Building more roads will not work to reduce congestion
- Plan has too much debt/We can’t afford this plan
- Three County Plans should work together
- I don’t want to pay any additional taxes
- Existing highways are under significant strain

**BUS SERVICE EXPANSION**

- Need faster/more frequent connections to RDU
- Need faster/more frequent connections to Southpoint and other areas of Durham
- Need faster/more frequent connections to Wake County/Raleigh

- Need more night service, specifically on Friday and Saturday (see plays or movies and take bus home) (service till midnight)
- More cost effective to provide mass transit than light rail
- Durham buses don't have ridership

**TRANSIT FACILITIES IMPROVEMENTS**

- Neighborhoods need to be more walkable

**DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT**

- Project is too expensive
- Project will negatively impact traffic, environment, housing values
- Not equitable; doesn't provide service to enough of Durham or Orange County; doesn't help people who depend on transit
- Project should not go through Meadowmont
- Project should go through Meadowmont
- State funding is too uncertain
- Ridership projections aren't believable/Other systems aren't seeing increases in ridership
- Project will help the environment
- Project will help manage traffic congestion

**7.5.1 Online Survey**

Participants in the online survey were asked question about the priority of projects and services in the plans. Figure 7.5-1 and Figure 7.5-2 below show generally how different projects in the plans were prioritized.

**Figure 7.5-1. Priorities Identified in Surveys**

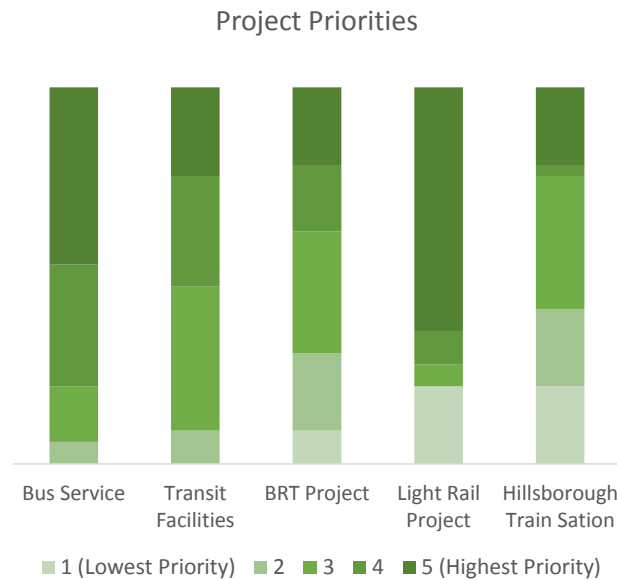
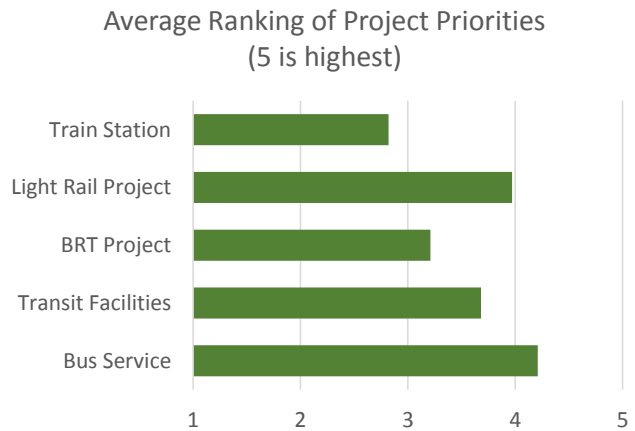


Figure 7.5-2. Average Ranking of Projects in Surveys



Of the 34 surveys submitted, 32 people believed that transit is an important issue in our community. 32 people reported that they are familiar with the transit system, but 19 people stated that they use transit often.

28 people would recommend to their local elected officials that they recommend this plan.

Appendix C contains all of the comments received over the course of the comment period and is available for review on <http://ourtransitfuture.com>.

**5A. Grants and Bus Build Update**

Staff Resource: Tim Schwarzauer, Grants Coordinator  
Brian Litchfield, Director

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**Chapel Hill Transit Bus Stop Upgrades**

Chapel Hill Transit has contracted with Ramey Kemp and Associates to provide surveying, engineering and design services required to prepare construction plans, specifications and bid documents for bus stop improvements (ADA access, sidewalk repairs, shelter installations and replacements) in our service area.

Ramey Kemp and Associates has currently begun evaluation of the following nine (9) bus stops:

- South Columbia Street at Abernathy Hall
- NC 54 at Kingswood
- South Columbia Street at Westwood Drive
- South Columbia Street at Purefoy Road
- Martin Luther King Junior Boulevard at Timber Hollow
- Martin Luther King Junior Boulevard at Adelaide Apt
- South Road at Fetzer Gym
- Willow Drive at Estes Drive
- Franklin Street at Morehead Planetarium

**Chapel Hill Transit Inclement Weather Operations Plan**

Chapel Hill Transit is currently evaluating its Inclement Weather Operations Plan. The focus on this evaluation is to review service levels and staffing demands during inclement weather events. This plan will work in coordination with inclement weather policies and procedures of the Towns of Chapel Hill and Carrboro, University and UNC Hospitals. An update will be provided at the September 2017 meeting.

**All Door Boarding**

Based on customer feedback, Chapel Hill Transit is evaluating the use of all-door boardings for customers at selected stops throughout the service area. All-door boardings have been proven in the transit industry to improve on-time performance in heavily-used routes and improve customer satisfaction. An update will be provided at the June 2017 meeting.

### **Use of Out of Service Buses for Customer Pickups**

Chapel Hill Transit is reviewing the potential to use Out of Service (deadheading) buses that are traveling to and from the garage for customer trips. This change will allow customers extra travel options along designated routes that the buses already travel to and from scheduled services. An update will be provided at the June 2017 meeting.

## 5B. Legislative Update

Staff Resource: Mila Vega, Manager of Transit Development

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**Fiscal Year 2018 President's Budget Blueprint**

The blueprint calls for elimination of future funding for the Federal Transit Administration's Capital Investment Grant (CIG), contradicting Congress' recent bipartisan commitment to the CIG program in the Fixing America's Surface Transportation (FAST) Act, which authorized \$2.3 billion annually for CIG grants through Fiscal Year 2020.

Chapel Hill Transit, as well as many other systems in the nation, rely on the CIG funds to advance projects like North-South Bus Rapid Transit (NS BRT). The NS BRT project was accepted into the Federal Transit Administration (FTA) Small Starts Project Development (PD) program in November 2016. While we have access to local funding (Orange County Transit Plan) to advance the project through the PD phase, future CIG funding is critical to be able to deliver the project to the community.

The CIG program, through its New Starts, Small Starts, and Core Capacity grants, allows communities to compete for funding to build and improve subway, commuter rail, light rail, bus rapid transit, streetcar, and ferry projects that move people more efficiently, improve quality of life, and increase economic growth and sustainability.

Staff will continue to monitor budget development process, as the Subcommittee crafts the Fiscal Year 2018 Transportation, Housing and Urban Development, and Related Agencies Appropriations bill.

## 6A. Operations

Staff Resource: Maribeth Lewis-Baker, Fixed Route Operations Manager  
Don Willis, Demand Response Operations Manager  
Peter Aube, Maintenance Manager  
Katy Luecken, Training Coordinator

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**Fixed Route Operations Manager – Maribeth Lewis-Baker**

- Perfect Attendance – March 2017 – 28% or 32 Fixed Route Operators had perfect attendance for the month
- On time Performance (OTP) – March 2017 – 84%
- Routes performing **80%** and above – on time: A (83%), CCX (96%), CM (86%), CPX (88%), D (81%), Sat D (85%), F (84%), FCX (89%), Sat FG (83%), HU (82%), 420 (81%), J (82%), JFX (86%), Sat JN (89%), N (92%), NS (81%), NU (88%), RU (86%), S (90%), T (82%), Sat T (84%), U (91%), V (91%)
- March Operations/Safety Meetings – Training Coordinator Katy Luecken presented a training on the Smith System for Defensive Driving and Distracted Driving
- On 3/17/17, we observed Transit Driver & Maintenance Appreciation Day
- On 3/21/17, we honored Operator Ron Stinnett who retired after 10 years of service with Chapel Hill Transit
- On 3/26/17, we provided shuttle service for officers and EMS personnel for the NCAA Elite 8 celebration downtown

**Catch us at our Best:**

On 3/7/17, we received the following email compliment about Operator Scott Blacknell: “Please pass along this compliment to the Transit administration and to the driver of bus 1209 headed northbound on S. Columbia St just before the intersection with Franklin St. I was in the curb lane behind a large service vehicle that obscured my view of traffic ahead of me. The bus driver saw that the lane ahead of me was blocked by construction vehicles and tapped his horn to let me know I could pull into the lane in front of his bus to avoid being stuck in traffic. I'm hard of hearing so at first I did not realize the driver was trying to get my attention. He was considerate enough to give a couple of extra taps on his horn so that I saw him signaling for me to change lanes. That was very courteous of the bus driver. Please thank him for me. Bert Gurganus”

On 3/22/17, we received the following email compliment about Transit Supervisor Shanika Nickerson and Operator Jeff Alston: "Very special thanks to driver Jeff Austin and his supervisory for handling a break down with good humor and great consideration for riders. We made it to campus for our 10:00 classes/meetings, with no problem. A great Chapel Hill Transit morning - safety and punctuality all at once! Best, Karen, a Colony Woods resident and daily Transit rider"

On 3/31/17, we received the following compliment from a customer: "Hi, I just want to give credit to the gentleman who was driving the NS Route Bus #1306 on Friday, the 31<sup>st</sup> at around 6 pm. When it was apparent that the CRX bus that I was on from Raleigh was going to arrive too late for me to get to the 420 (@Rosemary Street) to Hillsborough, the NS Driver contacted the 420 guy to ensure that I could catch the 420 at stop #3402. I rode the NS as far as that stop and was able to catch the last bus back to H'borough. Thanks so much for your help! Dan" Kudos to Operator Lamont Corbett for being a great Ambassador!

### **Demand Response Operations Manager – Don Willis**

EZ Rider services have traveled 272 service days (and counting) without a preventable accident!

Two Operators (Tasha Harrington and Marcus Parker) competed at the Regional Rodeo on Saturday April 8, 2017

Recent Operator Training on: Mobility Devices and Securement

### **Service Metrics**

Average Statistics for March:

211 Trips per Weekday; 88 Trips on Saturday; 27 Trips on Sunday

Provided a total of 5,309 Trips & traveled 23,824 passenger miles with only 1 missed trip

21% of trips were work related

30% of trips were Medical/Dialysis

49% were personal business and shopping



### **Training Coordinator – Katy Luecken**

1. Training Classes:
  - a. Fixed Route
    - i. 3/6/2017: Four trainees in behind the wheel training
    - ii. 4/3/2017: Two trainees in skills training
    - iii. 5/1/2017: Five conditional offers made
  - b. Demand Response
    - i. No recent classes
  - c. Maintenance
    - i. One trainee in skills training
2. Coordinating recruitment initiatives
3. Coordinating refresher training initiatives

### **Maintenance Manager – Peter Aube**

- Fixed route ran 204,140 miles in March
- Demand response ran 36,146 miles in March
- Non-revenue vehicles ran 28,525 miles in March
- Collaborated with IT to set up Seon Commander auto download function-Many thanks to Tim and Enoch
- Completed OSHA- Personal Protective equipment training
- Completed Train the trainer training for Mellissa Tillman on Seon camera Viewing software
- Maintenance performed fifty-one (51) Preventive Maintenance Inspections in March (100% on-time).
- Six (6) Maintenance Employees completed the Month of March with Perfect attendance
- Maintenance performed fourteen (14) road calls in March 14,581 miles per road call for fixed route
- Maintenance performed 1 road call in March 28,525 miles per road call for demand response
- Collaborated with Procurement specialist to complete RFQ for April bus inspection following federal guidelines

6B. Director

Staff Resource: Brian Litchfield

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- The Director's Report will be provided at the meeting on April 25, 2017.



CHAPEL HILL TRANSIT  
 Town of Chapel Hill  
 6900 Millhouse Road  
 Chapel Hill, NC 27514-2401

phone (919) 969-4900 fax (919) 968-2840  
[www.townofchapelhill.org/transit](http://www.townofchapelhill.org/transit)

**CHAPEL HILL TRANSIT PUBLIC TRANSIT COMMITTEE  
 FUTURE MEETING ITEMS**

**April 25, 2017**

<b>May 23, 2017</b>	
Action Items	Informational Items
FY18 Budget Update	Financial Sustainability Study Update Bus and Rail Plan Update
<b>June 27, 2017</b>	
Action Items	Informational Items
FY18 Budget Update	Financial Sustainability Study Update Bus and Rail Plan Update
<b>July, 2017 – No Meeting</b>	
Actions Items	Informational Items

<u><b>Key Meetings/Dates</b></u>
TCC Meeting – April 26, 2017, 9-11AM Committee Room, Durham City Hall
APTA International Bus Roadeo – May 5-9, 2017, Grand Sierra, Reno, NV
APTA Bus and Paratransit Conference – May 7- 10, 2017, Grand Sierra, Reno, NV
MPO Board – May 10, 2017, 9-11AM Committee Room, Durham City Hall
APTA Transit Initiatives & Communities Conference – May 21-23, 2017, Renaissance, Seattle, Seattle, WA