

AMENDMENT AND EXTENSION
INTERLOCAL AGREEMENT FOR TRANSPORTATION PLANNING SERVICES
(CITY OF DURHAM/DCHCMPO/CAMPO)

THIS AMENDMENT AND EXTENSION TO INTERLOCAL AGREEMENT, (the “Amendment”, or the “Agreement”)) is made and entered into on the last date executed below, by and between the City of Durham, a municipal corporation existing under the laws of the State of North Carolina (“Durham”), the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (“DCHCMPO”), and the Capital Area Metropolitan Planning Organization (“CAMPO”) (collectively, the “Parties”).

This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

W I T N E S S E T H:

WHEREAS, the Parties have previously executed an Interlocal Agreement (“ILA”) dated March 23, 2020, which authorized and provided funding for the Triangle Bikeway Implementation Study (the “Study”); and

WHEREAS, pursuant to the ILA, CAMPO contracted with a consultant to provide services in the development, preparation, and completion of the Study; and

WHEREAS, terms of the ILA provided for its termination on July 1, 2021; and

WHEREAS, prior to the expiration of the ILA, DCHMPO remitted its full Project finding share to CAMPO, and funding has been in place for CAMPO’s share of funding for the Project; and

WHEREAS, while the consultant has performed substantial services under its contract for the Study, the Study and related services under the consultant’s contract have not yet been completed; and

WHEREAS, the Parties desire to authorize and direct certain additional services to be performed as part of the Study, and the consultant's contract to be amended accordingly; and

WHEREAS, the Parties acknowledge and agree that the ILA should be extended and modified to authorize the additional project work described in Attachment A, and to provide funding for such additional work, all in accordance with the further terms set forth hereinafter.

NOW, THEREFORE, in consideration of the Recitals, the benefits accruing to the Parties and their citizens, and the further terms and conditions hereof, the Parties agree as follows:

1. The ILA entered into on March 23, 2020, shall be extended and remain in full force and effect until the final completion of the Triangle Bikeway Implementation Study, as the same may be modified and expanded. If not sooner terminated, the ILA shall in any event terminate on July 1, 2022. It is the Parties' intention and desire that the ILA shall be considered in continuous effect, without interruption or lapse, from the date of its execution to the date of termination as provided for herein, and that and all rights, obligations, and claims arising thereunder shall be valid and fully enforceable from the effective date of the original ILA to the termination date of this Amendment and Extension.
2. The Parties agree that the Triangle Bikeway Implementation Study shall be expanded and modified as follows:

To authorize and direct additional services, as set forth in that letter of September 8, 2021 from the John R. McAdams Company to CAMPO, re: "Triangle Bikeway-Supplement to Study Scope of Services" - "Shareholder Coordination", attached and incorporated herein as Exhibit 1.

CAMPO agrees to enter into appropriate contractual agreements with the consultant to carry out these modifications to the work under the Study.

3. DCHMPO agrees to pay its **42%** share, or **\$15,960.00**, for the additional work under the Study. DCHMPO shall in a timely manner remit to CAMPO these additional funds. CAMPO shall be responsible and agrees to pay for its **58%** share of costs, or **\$22,887.50** for the additional work under the Study.

4. Except as modified herein, all provisions of the ILA shall be and remain in full force and effect, until termination of this Agreement. The ILA is attached and incorporated fully herein as Exhibit 2.

IN WITNESS WHEREOF, THIS AGREEMENT has been duly executed, with proper authority, in triplicate, the day and year heretofore set out, by the Parties named hereinabove.

ATTEST:

CITY OF DURHAM

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number: _____

ACKNOWLEDGMENT FOR AND ON BEHALF OF THE CITY OF DURHAM

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, _____, a notary public, certify that:

_____ personally appeared before me

in Durham County, N. C. on this day; I have personal knowledge of her identity; and she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 2021.

My commission expires: _____

Notary Public

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

DURHAM, CHAPEL-HILL, CARRBORO METROPOLITAN PLANNING ORGANIZATION
(DCHC-MPO)

By: _____
Felix Nwoko, Manager

By: _____
Damon Seils, Board Chair

This, the ____ day of _____, 2021.

This, the ____ day of _____, 2021.

ATTEST:

By _____, Clerk

(SEAL)

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

(FINANCE OFFICER)
Federal Tax Identification Number: _____

**ACKNOWLEDGMENT FOR AND ON BEHALF OF THE DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION (DCHCMPO)**

STATE OF NORTH CAROLINA:
COUNTY OF DURHAM:

I, _____ a Notary Public for said County and State,
do hereby certify that _____, with whom I am acquainted, personally
appeared before me on _____ 2021, who, being by me duly sworn, says that (s)he is an
authorized Officer of _____ the organization described in
and which executed the foregoing instrument; that (s)he knows the name of the organization and that the
said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said
organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this ____ day of _____ 2021.

Notary Public Signature

(SEAL)

My Commission Expires:

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
CAMPO

By: _____
Executive Director

This, the ____ day of _____ 2021

ATTEST:

By: _____ (SEAL)

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

(FINANCE OFFICER)
Federal Tax Identification Number: _____

ACKNOWLEDGEMENT FOR AND ON BEHALF OF THE NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____ a Notary Public for said County and State, do hereby certify that _____, with whom I am acquainted, personally appeared before me on _____ 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of _____ the organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this day of _____ 2021.

Notary Public Signature

(SEAL)

My Commission Expires:



September 8, 2021

Mr. Kenneth Withrow
Project Manager
Capital Area MPO
421 Fayetteville Street, Suite 203
Raleigh, North Carolina 27601

**RE: Triangle Bikeway – Supplement to Study Scope Of Services
Raleigh, North Carolina
CMP-19000**

Dear Mr. Withrow,

The John R. McAdams Company (“McAdams” or “Consultant”) is pleased to offer this proposal (“the Agreement”) to Capital Area MPO (CAMPO) (the “Client” or “Owner”) for providing a supplement to the Design Scope of Services for the Triangle Bikeway in Raleigh, North Carolina.

SUPPLEMENT SCOPE OF SERVICES

TASK 01 STAKEHOLDER COORDINATION

FEE: \$12,862.50

McAdams was given Notice to Proceed on the Triangle Bikeway shortly after the country entered lockdowns associated with COVID19. This event required a significant amount of flexibility on the part of CAMPO / DCHC MPO and our study team. Non-traditional and expanded engagement has been important for the success of the project, both in order to maintain momentum and develop positive relationships with the multitude of partners along the corridor. The study area includes five (5) jurisdictions, numerous key stakeholders, employers, and residents. In the interest of understanding the specific concerns and feedback from these various partners, it has required smaller individual meetings (and in some cases, more than one meeting). Strategically, the successful implementation of the project hinges on the support of major landowners along the corridor, namely NCDOT, RDU, State Parks, USACE, local jurisdictions and private landowners. Close coordination with these stakeholders has been critical and has also required a big effort. By the time we finalize the plan, for instance, we will have met with NCDOT a total of nine (9) times. Each meeting also required our materials be tailored to the specific audience and has required time to schedule, prepare for, facilitate, and respond with follow-up materials. Additionally, McAdams is proposing an allowance for meetings to keep NCDOT informed and meet with any other stakeholders that will be directly impacted by the project.

In general, the popularity and demand for this project required a great deal more meeting time than originally scoped. For reference this table summarizes meetings from original scope:

Meeting	Audience	Number
Formal Staff Kick-off	CAMPO / DCHCMPO	1
Bi-Weekly PM Coordination Calls	CAMPO / DCHCMPO	40
Updates to Joint MPO Board	Joint MPO Boards	2
Project Updates to MPOs	CAMPO / DCHCMPO	2
Coordination and facility of half-day stakeholder kick-off workshop	Triangle Bikeway Working Group	1
Key Stakeholder Meetings	Key Stakeholders	5
Bi-Monthly Triangle Bikeway Working Group (TBWG) Meetings	Triangle Bikeway Working Group	9
Full Corridor Analysis Meetings	Public	2
Trenton Road to Park Center Functional Design	Public	2
Park Center to US 15/501 Feasibility	Public	2
Pop-up Meetings	Public	8
Draft and Final Plan Presentations to MPOs	CAMPO / DCHCMPO	4
Total		78

Attachment A includes a list of the meetings to date on the projects, as well as any remaining or requested. This list details the audience and purpose of each of the 134 meetings held or scheduled on the project. We have estimated that 94 meetings are covered by the intent of the contract (originally 78 meetings). McAdams is seeking a supplement to cover 31 additional meetings as detailed in Attachment A. These meetings include and are calculated as of October 1, 2021:

In Scope	In Scope Remaining	Out of Scope	Out of Scope Requested
81	13	22	9
94		31	
Total Meetings		125	

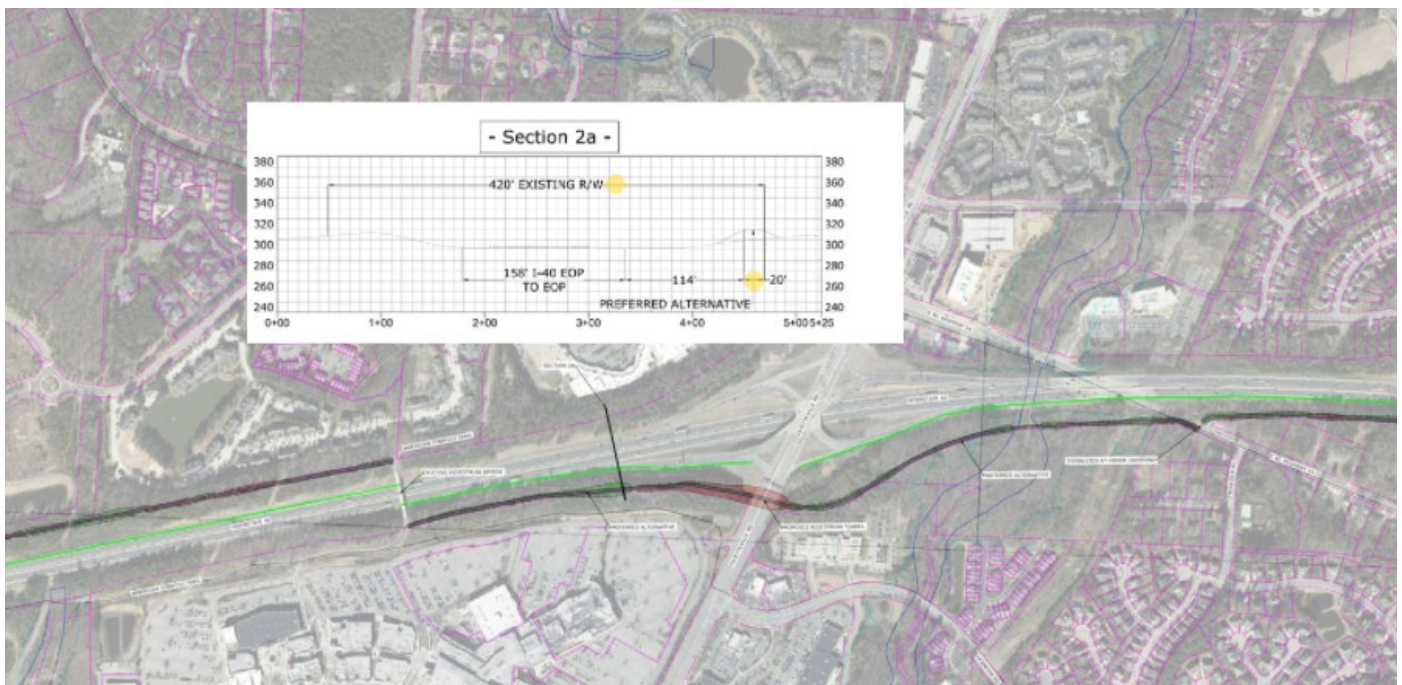
In addition to the requested out of scope meetings, McAdams would like to request an allowance for meetings as detailed in Attachments A & B.

TASK 2: ADDITIONAL 3D MODELING – I40 DURHAM COUNTY

FEE: \$11,672.50

To effectively communicate with NCDOT it was necessary to analyze where the proposed Triangle Bikeway facility would exist within the I40 corridor. NCDOT is charged with maintaining this vital connection through our region and must make decisions that do not limit future infrastructure projects along I40 to support that mission. It became clear early on that abstract discussions of what the facility would look like and where it would sit in the corridor would not enable the discussions to move very far.

To address this challenge and build credibility with NCDOT the design team extended the area that would be modeling in CAD to include Park Center to NC54 along I40 in Durham county. Originally this section was scoped to include a recommended alignment with no detail design analysis. The image below is a detail of I40 at Fayetteville St. which shows the relationship of the proposed bikeway in planview and in three dimensions. This modeling allowed for detailed, iterative conversations with NCDOT and ultimately Division 5 leadership recommending that the project be presented for information to the Control of Access Committee in September. The CA Committee will have final approval over the Triangle Bikeway sections within NCDOT right of way so their feedback is essential to the project.



Deliverables:

- > Functional design plans which include plan and profile and sections for use with NCDOT and showing the relationship with the existing Right of Way and future roadway projects.
- > Proximity “heat map” showing how close the proposed projects comes to existing or proposed I40 edge of pave.
- > Several alignment alternative shifts throughout the life of the project as routes were selected or removed from further consideration.
- > Additional exhibits to support conversation with NCDOT.
- > Additional coordination with NCDOT (See Attachments A & B)

TASK 3: ADDITIONAL FEASIBILITY ANALYSIS, COORDINATION, 3D MODELING – TRENTON RD TO I440**FEE: \$13,312.50**

The original eastern terminus of the project was Trenton Road at I40. The Triangle Bikeway is envisioned to be a cycling commuter route similar in nature to other regional transportation projects with higher speeds, wider typical section, lighting and other amenities. During the study team’s analysis, work with stakeholders and the City of Raleigh is became apparent that the proposed terminus would terminate the bikeway into an indirect routing with a significantly different character. At the same time NCDOT was indicating that I40 and Wade Avenue corridors were appropriate for adding a commuter bike facility. In meetings with the City of Raleigh they shared that their planned pedestrian bridge over Wade Avenue was moving forward and would be constructed.

Given this our analysis shifted to make a connection to the pedestrian bridge over I440 adjacent to the NC Museum of Art. This connection would provide a direct route connecting into existing bicycle and pedestrian infrastructure.

Attachments A & B detail meetings that are specific to the Trenton Road to I440 segment that are out of scope.

Deliverables:

- > Functional design plans which include plan and profile and sections for use with NCDOT and showing the relationship with the existing Right of Way and future roadway projects.
- > Additional coordination with landowners / stakeholders
- > Photos of field conditions
- > Escalated construction cost estimates including construction administration and construction materials testing costs
- > Preliminary horizontal and vertical alignment
- > Property impact matrix: PIN#, owner, acreage, tax value
- > Location and recommended type of bridges and boardwalks
- > Interim routing options
- > Permitting obligations

- > Likelihood of CLOMR / LOMR on alignment within FEMA regulated stream corridor
- > Recommended connections from main alignment to neighborhoods and other destinations
- > Meetings specific to this segment

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates as we agree prior to their performance.

INFORMATION PROVIDED BY CLIENT

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

PROJECT SCHEDULE

Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project to meet the existing project schedule. The time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

FEE SCHEDULE

McAdams will provide the services described in Tasks 01 through 04 of the Scope of Services for the total lump sum fee shown below (task fee breakdown shown for informational purposes only):

			CAMPO	DCHC
Task 01	Stakeholder Coordination	12,862.50	8,575.00	4,287.50
Task 02	I40 Durham County - Additional Modeling	11,672.50		11,627.50
Task 03	Trenton Rd - 440 Additional Feasibility Analysis, Coordination,	13,312.50	13,312.50	
Totals		\$ 37,847.50	\$ 22,887.50	\$ 15,960.00

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions;
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.

CONCLUSION

We appreciate this opportunity to provide these services to CAMPO and DCHC MPO. Please contact me if you have any questions 919-632-2600.

Sincerely,

MCADAMS



Iona Thomas, AICP
Vice President

GB/lk

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

ATTACHMENT B
McAdams Fee
CAMPO/DCHC MPO
Triangle Bikeway Supplement

9/8/2021

			MAN HOURS								Fees + Summary				
			Principal- in-Charge	Senior Project Manager	Project Manager	Project Engineer	Planner	GIS Technician	CAD Technician	Administrative Assistant	LUMP SUM (SUB)	TASK COST	SUBTOTAL	CAMPO	DCHC
Task Code	Description	Count	\$ 175.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 115.00	\$ 100.00	\$ 85.00	\$ 65.00					
	TASK 01 OUT OF SCOPE COORDINATION (SEE ATTACHMENT A)														
	Conference Presentation (1)	1	1.5				4					\$ 722.50			
	Elected Official / Council Presentations (3)	3	4			4.5	9					\$ 2,230.00			
	Employer and Key Stakeholders (5)	5	6			6	10					\$ 2,860.00			
	MPO meetings (3)	3	3				9					\$ 1,560.00			
	Public engagement coordination meetings (4)	4	2			4	16					\$ 2,630.00			
	OUT OF SCOPE REQUESTED MEETINGS (SEE ATTACHMENT A)														
	Presentation to the NCDOT CA Committee (1)	1	3			3	3					\$ 1,200.00		\$ -	\$ -
	Town of Morrisville Coordination Meeting (1)	1	1			1	3					\$ 630.00		\$ -	\$ -
	Additional meetings allowance (2 x \$515 Each)	2	2			2	4					\$ 1,030.00		\$ -	\$ -
20			22.5			20.5	58					\$ 12,862.50	\$ 12,862.50	\$ 8,575.00	\$ 4,287.50
	TASK 2 ADDITONAL 3D MODELING - I-40 DURHAM COUNTY														
	RTP to NC-54 I40 Corridor Design														
	Horizontal Alignments, revisions, and proximity heat map		6			8			8			\$ 2,610.00			
	Vertical Alignment					1			6			\$ 620.00			
	Corridor Modeling					1			12			\$ 1,130.00			
	Cross Sections		1			1			4			\$ 625.00			
	Plan Drafting		0.5			0.5			8			\$ 822.50			
	Cost Estimate Coordination		2		2	2			6			\$ 1,310.00			
	Exhibits and plan production		1		2	2			6			\$ 1,135.00			
	NCDOT coordination meetings (3)	3	3			6	6					\$ 1,875.00			
	Additional Meeting Allowance (3 x \$515 Each)	3	3			3	6					\$ 1,545.00			
16.5					4	24.5	12		50			\$ 11,672.50	\$ 11,672.50	\$ -	\$ 11,672.50
	TASK 3 ADDITIONAL FEASIBILITY ANALYSIS, COORDINATION, 3D MODELING - TRENTON RD TO I-440														
	Trenton Road to I-440 Trail Design														
	Horizontal Alignment and proximity heat map		4			8			8			\$ 2,260.00			
	Vertical Alignment					1			8			\$ 790.00			
	Corridor Modeling					1			16			\$ 1,470.00			
	Cross Sections		1			1			4			\$ 625.00			
	Plan Drafting		0.5			0.5			8			\$ 822.50			
	Cost Estimate Coordination		2		2	8			8			\$ 2,140.00			
	Schematic Design Package Development / Revision		1		2	8			16			\$ 2,645.00			
	Coorindation Meetings Specific to Trenton to 440 (5)	5	6			6			10			\$ 2,560.00			
31			14.5		4	33.5			78			\$ 13,312.50	\$ 13,312.50	\$ 13,312.50	\$ -

FEE SUB TOTAL:	\$ 37,847.50		
ALLOWANCES SUB TOTAL:	\$ -		
REIMBURSABLES:	\$0	CAMPO	DCHC
TOTAL:	\$ 37,847.50	\$ 21,887.50	\$ 15,960.00

ATTACHMENT A

Triangle Bikeway Meeting Inventory

8-Sep-21

Meeting Type	Date	Audience	Notes	In Scope	In Scope Remaining	Out of Scope	Out of Scope Requested
Formal Staff Kick-off	4/7/2020	CAMPO/DCHC MPO Staff	Project Kick-off Meeting	1			
Bi-Monthly Triangle Bikeway Working Group	7/17/2020	Triangle Bikeway Working Group	#1 Working Group Meeting	1			
Jurisdictional Meeting	8/20/2020	Town of Cary Interdepartmental Staff	#1 Town of Cary Meeting	1			
Jurisdictional Meeting	8/21/2020	Town of Chapel Hill Interdepartmental Staff	#1 Town of Chapel Hill Meeting	1			
Conference Presentation	11/6/2020	Bike Walk NC Summit Presentation	Bike Walk NC Summit Presentation			1	
Jurisdictional Meeting	8/28/2020	City of Raleigh Interdepartmental Staff	#1 City of Raleigh Meeting	1			
Specific to Trenton to I440	6/16/2021	North Carolina Museum of Art (NCMA)	#3 NCMA Meeting			1	
Jurisdictional Meeting	9/1/2020	City of Durham Interdepartmental Staff	#1 City of Durham Meeting	1			
Elected Official / Council	9/3/2020	Town of Cary Mayor	Town of Cary Mayor (In lieu of half day workshop)	1			
Key Stakeholder	9/11/2020	Research Triangle Park	RTP Meeting	1			
Elected Official / Council	9/12/2020	City of Raleigh Mayor	City of Raleigh Mayor (In lieu of half day workshop)	1			
Bi-Monthly Triangle Bikeway Working Group	9/17/2020	Triangle Bikeway Working Group	#2 Working Group Meeting	1			
Jurisdictional Meeting	9/23/2020	Town of Morrisville Interdepartmental Staff	#1 Town of Morrisville Meeting	1			
Key Stakeholder	9/29/2020	US Army Corps + WRC Meeting	US Army Corps + WRC Meeting	1			
Key Stakeholder	9/29/2020	Go Triangle Staff	Go Triangle Staff	1			
NCDOT	9/29/2020	NCDOT Briefing to Multi Modal Under Secretary #1	#1 NCDOT Meeting	1			
Elected Official / Council	10/1/2020	City of Durham Mayor	City of Durham Mayor (In lieu of half day workshop)	1			
MPO Meeting	10/1/2020	CAMPO TCC meeting	#1 Update to MPO Board	1			
Elected Official / Council	8/25/2020	Morrisville Town Council	Presentation to Morrisville Town Council (Requested by Mayor of Morrisville)			1	
Elected Official / Council	10/13/2020	City of Raleigh Council Staff	Raleigh City Council (Requested by Mayor of Raleigh)			1	
Elected Official / Council	10/26/2020	Town of Chapel Hill Mayor	Town of Chapel Hill Mayor (In lieu of half day workshop)	1			
Elected Official / Council	10/28/2020	City of Raleigh Council Member Stormie Forte	Meeting to discuss targeted outreach strategies			1	
MPO Meeting	10/28/2020	CAMPO / DCHCMPO Technical Coordinating Committee (TCC)	#1 Update to Joint MPO Board	1			
Public	10/29/2020	Virtual Public Webinar Workshop 1	Virtual Public Webinar Workshop 1	1			
Public	10/29/2020	Virtual Public Webinar Workshop 2	Virtual Public Webinar Workshop 2	1			
Employer	9/1/2020	Bandwidth	New HQ with over 1,000 employees off Edwards Mill Rd (Requested by Commisioner Hutchinson, Approved by KW)			1	
Key Stakeholder	11/10/2020	Various Major Employers along Corridor	#1 Employers Meeting	1			
Focus Group Meeting	11/11/2020	Under-Engaged Public Citizens	#1 Focus Group Meeting - <i>in exchange for Pop-ups</i>	1			
Key Stakeholder	11/12/2020	Various Major Employers along Corridor	#2 Employers Meeting	1			
Focus Group Meeting	11/18/2020	Under-Engaged Public Citizens	#2 Focus Group Meeting - <i>in exchange for Pop-ups</i>	1			
Bi-Monthly Triangle Bikeway Working Group	11/19/2020	Triangle Bikeway Working Group	#3 Working Group Meeting	1			
Focus Group Meeting	11/20/2020	Under-Engaged Public Citizens	#3 Focus Group Meeting - <i>in exchange for Pop-ups</i>	1			
Alternative Alignment Coordination Call	1/19/2021	CAMPO/DCHC MPO Staff	#1 Review Alternative Alignments		1		
NCDOT	2/5/2021	NCDOT Division 5	#2 NCDOT Meeting (Pre-WG Coordination)	1			
MPO Meeting	2/8/2021	DCHC MPO Board Meeting	#2 Update to MPO Board	1			
Alternative Alignment Coordination Call	2/9/2021	CAMPO/City of Raleigh Staff	#2 Review Alternative Alignments		1		
Key Stakeholder	10/15/2020	Bike Durham Executive Director	Meeting to discuss targeted outreach strategies			1	
Bi-Monthly Triangle Bikeway Working Group (TBW	2/11/2021	Triangle Bikeway Working Group	#4 Working Group Meeting	1			
Key Stakeholder	2/16/2021	SAS Staff - Chad Ruehle	#1 SAS Meeting (Phone Call on Alignments near SAS Campus)	1			
Key Stakeholder	2/25/2021	SAS Staff	#2 SAS Meeting			1	
Key Stakeholder	3/2/2021	Regional Transportation Alliance (RTA)	Project Briefing to RTA	1			
Key Stakeholder	3/4/2021	NC State Parks Meeting	Project Briefing to NC State Parks & Umstead SP	1			
Key Stakeholder	6/21/2021	Wake County Growth & Sustainability Committee	#2 Wake County Meeting			1	
Jurisdictional Meeting	4/5/2021	Wake County Staff	Project Briefing to Wake County	1			
Key Stakeholder	4/6/2021	Research Triangle Park (RTP)	#2 RTP Meeting	1			
NCDOT	4/6/2021	NCDOT Division 5 & Integrated Mobility Division (IMD)	#3 NCDOT Meeting	1			
Bi-Monthly Triangle Bikeway Working Group (TBW	4/8/2021	Triangle Bikeway Working Group	#5 Working Group Meeting	1			
Key Stakeholder	7/28/2021	Oaks and Spokes	Project Briefing to Oaks and Spokes			1	
Jurisdictional Meeting	4/14/2021	Town of Morrisville Interdepartmental Staff	#2 Town of Morrisville Meeting	1			
Jurisdictional Meeting	4/16/2021	Town of Cary Interdepartmental Staff	#2 Town of Cary Meeting	1			
Jurisdictional Meeting	4/19/2021	Town of Chapel Hill Interdepartmental Staff	#2 Town of Chapel Hill Meeting	1			
MPO Meeting	2/9/2021	CAMPO Board Meeting	#3 Update to MPO Board			1	
Jurisdictional Meeting	4/21/2021	City of Durham Interdepartmental Staff	#2 City of Durham Meeting	1			
Jurisdictional Meeting	5/6/2021	City of Raleigh Interdepartmental Staff	#2 City of Raleigh Meeting	1			
Public Engagement Coordination	5/18/2021	CAMPO/DCHC MPO Staff	#2 Public Input - Phase II Campaign				
MPO Meeting	5/26/2021	DCHC MPO TCC	#4 Update to MPO Board			1	
Key Stakeholder	6/1/2021	RDU	RDU Coordination Meeting	1			
MPO Meeting	6/9/2021	DCHC MPO Board Meeting	#5 Update to MPO Board			1	
NCDOT	4/9/2021	NCDOT Division 5 & Integrated Mobility Division (IMD)	#4 NCDOT Meeting (Case Study/Alternative Evolution Review)			1	
NCDOT	6/11/2021	NCDOT Division 5	#5 NCDOT Meeting (Prep for #6 TBWG Meeting)			1	
Public Engagement Coordination	3/8/2021	CAMPO/DCHC MPO Staff	#1 Public Input - Phase II Campaign			1	
Public Engagement Coordination	4/20/2021	CAMPO/DCHC MPO Staff	#1 Public Input - Phase II Survey			1	
Public Engagement Coordination	6/14/2021	CAMPO/DCHC MPO Staff	Final Website Coordination			1	
Bi-Monthly Triangle Bikeway Working Group (TBW	6/17/2021	Triangle Bikeway Working Group	#6 Working Group Meeting	1			

Public Engagement Coordination	6/28/2021	CAMPO/DCHC MPO Staff	#2 Public Input - Phase II Survey Review			1	
Specific to Trenton to I440	6/1/2021	North Carolina Museum of Art (NCMA)	#1 NCMA Meeting			1	
Public	6/29/2021	Spring 2021 Public Engagement Virtual Workshops	#1 Virtual Public Meeting - Phase II	1			
Public	6/29/2021	Spring 2021 Public Engagement Virtual Workshops	#1 Virtual Public Meeting - Phase II	1			
Specific to Trenton to I440	6/10/2021	North Carolina Museum of Art (NCMA)	#2 NCMA Meeting			1	
Specific to Trenton to I440	7/19/2021	Blue Ridge Corridor (BRC) Alliance	Project Briefing to BRC Alliance			1	
Bi-Monthly Triangle Bikeway Working Group (TBW	8/12/2021	Triangle Bikeway Working Group	#7 Working Group Meeting		1		
NCDOT	9/14/2021	Control of Access Review	#9 NCDOT Meeting				1
MPO Meeting	9/29/2021	CAMPO / DCHCMPO Joint Boards	#2 Update to Joint MPO Board	1			
Bi-Monthly Triangle Bikeway Working Group (TBW	10/14/2021	Triangle Bikeway Working Group	#8 Working Group Meeting		1		
Bi-Monthly Triangle Bikeway Working Group (TBW	12/9/2021	Triangle Bikeway Working Group	#9 Working Group Meeting		1		
Bi-weekly PM Coordination Calls	Ongoing	CAMPO/DCHC MPO Staff	Project Coordination Meetings Held Every Other Week (through Oct 1st)	35	4		
Additional meeting allowance	TBD	TBD					3
Draft and Final Plan Presentations to MPOs	TBD	CAMPO / DCHCMPO			4		
Specific to Trenton to I440	TBD	PNC Arena Coordination	PNC Arena Coordination (Part of Meeting Allowance)				1
NCDOT	TBD	NCDOT Division 5	#6 NCDOT Meeting (Pre-WG Coordination)				1
NCDOT	TBD	NCDOT Division 5	#7 NCDOT Meeting (Pre-WG Coordination)				1
NCDOT	TBD	NCDOT Division 5	#8 NCDOT Meeting (Pre-WG Coordination)				1
Additional meeting allowance	9/10/2021	Morrisville Staff	Requested by Town of Morrisville (Part of Meeting Allowance)				1

In Scope	In Scope Remaining	Out of Scope	Out of Scope Requested
81	13	22	9
94		31	
Total Meetings		125	

**INTERLOCAL AGREEMENT FOR REGIONAL TRANSPORTATION PLANNING
SERVICES AMONG THE**

CITY OF DURHAM

and

**DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING
ORGANIZATION (DCHCMPO)**

and

**CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION (CAMPO)**

THIS INTERLOCAL AGREEMENT, made and entered into on the last date executed below by and between the City of Durham, a municipal corporation existing under the laws of the State of North Carolina, hereinafter referred to as "Durham," the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHCMPO), and the Capital Area Metropolitan Planning Organization (CAMPO).

The City of Durham, DCHCMPO, and CAMPO are collectively referred to herein as "Parties." The term "municipalities" as used herein refers to the City of Durham. The North Carolina Department of Transportation, an Agency of the State of North Carolina, is hereinafter referred to as the "Department." This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, the United States Congress mandated the establishment of Metropolitan Planning Organizations (MPOs) to encourage and promote the safe and efficient management and operation of surface transportation systems. 23 U.S.C. § 134 (a) (1).

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through an urbanized area and minimize transportation related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian and bicycle transportation facilities) which will function as an intermodal transportation system for the State, the metropolitan area, and the Nation. The process for developing

such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, comprehensive and cooperative to the degree appropriate, based on the complexity of the transportation system;”
23 U.S.C. § 134 (a) (1)

WHEREAS, MPOs established pursuant to 23 U.S.C. ¶ 134 are recognized under the laws of North Carolina. N.C.G.S. § 136-200.1 (2016);

WHEREAS, The Governor of the State of North Carolina has designated the cities of Durham and Raleigh to be the Lead Planning Agencies for DCHCMPO and CAMPO, respectively, and to be responsible for carrying out the provisions of Section 134(a), Title 23, United States Code;

WHEREAS, the Parties have agreed to use funds identified in the FY 2020 Unified Planning Work Program (UPWP) approved by the DCHC and CAMPO governing boards, respectively, to support regional transportation planning and the development of the Triangle Bikeway Implementation Study;

NOW, THEREFORE, in consideration of the foregoing recitals, mutual agreements set forth below, and other good and valuable consideration, the Parties agree as follows:

I. BACKGROUND AND PURPOSE.

The Parties have undertaken the updating of the federally mandated long-range transportation plan and have agreed to develop the Triangle Bikeway Implementation Study, recognizing the desirability of centralizing development resources in order to develop this multi-modal study. CAMPO shall solicit and employ a consultant to perform transportation planning services related to the development of the Triangle Bikeway Implementation Study. The Parties will jointly participate in setting the work program, priorities and a performance evaluation of the consultant in providing these planning services, and have agreed to share in the cost of employing said consultant.

II. METHOD OF FINANCING; APPORTIONMENT OF COSTS.

A. In furtherance of the Triangle Bikeway Implementation Study, CAMPO, shall hire a consultant to perform planning services related to the development of the Triangle Bikeway Implementation Study. The apportionment of costs shall be as follows:

1. The total approved eligible cost for developing the Triangle Bikeway Implementation Study is \$400,000.
2. For services associated with the study, Durham shall pay thirty-three percent (33%) of the total cost to CAMPO for developing the Triangle Bikeway Implementation Study. Payments shall be made in FY 2020 (51 percent of total) and FY 2021 (49 percent of total).

3. For services associated with the study during FY 2020 and 2021, CAMPO shall pay sixty-seven percent (67%) of the total approved eligible costs for developing the Triangle Bikeway Implementation Study.

B. The parties agree that each party shall have no financial or other liability to the other parties herein under this **AGREEMENT** other than payment of their respective shares of the contract costs, as follows:

1. The DCHCMPO share of 80% federal (Surface Transportation Block Grant Direct Attributable [STBGDA]) and 20% local funds are included in the FY 2020 Unified Planning Work Program (UPWP) approved by the DCHCMPO Board. The Department has authorized the Fiscal Year 2020 STBGDA funds as part of the DCHCMPO UPWP.
2. The CAMPO share of 80% federal (Surface Transportation Block Grant Direct Attributable [STBGDA]) and 20% local funds are included in the FY 2020 Unified Planning Work Program (UPWP) approved by the CAMPO Board. The Department has authorized the Fiscal Year 2020 STBGDA funds as part of the Capital Area MPO UPWP.
3. CAMPO and Durham shall be responsible for funding the 20% matching funds for the STBGDA funds authorized, and for funding all costs that exceed the total cost, and all costs not reimbursed by the Federal Highway Administration.

III. SCOPE OF SERVICES AND RESPONSIBILITY OF PARTIES

The scope of services and performance criteria by which these planning services are to be assessed shall be mutually agreed upon by the Parties.

A. The completed Triangle Bikeway Implementation Study shall be distributed to the Parties in both hard copy and electronic versions as mutually agreed to by the Parties.

B. If CAMPO contracts with a private firm for services required to complete the project, it is agreed as follows:

1. CAMPO shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
2. When procuring professional services, CAMPO must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this **AGREEMENT** by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.
3. A pre-negotiation audit will be conducted by the Department's External Audit Branch. The municipalities shall not execute a consultant contract until the Department's review has been completed.

C. CAMPO is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for this project. Neither Durham nor the Department shall not be held liable by CAMPO for any expenses or obligations incurred for the project except those specifically eligible for reimbursement as approved under the terms of this **AGREEMENT**.

D. Reimbursement to CAMPO shall be subject to the policies and procedures contained in Federal-Aid Policy Guide Part 140, Subpart G, and Federal-Aid Policy Guide Part 172, which is being incorporated into this **AGREEMENT** by reference (www.gpoaccess.gov/ecfr). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration, which is to participate in the eligible costs of the project up to the maximum amount specified in this **AGREEMENT**, subject to compliance with all applicable federal policy and procedural rules and regulations. Said reimbursement shall be made as follows:

1. CAMPO may bill the Department on a quarterly basis for eligible project costs by submitting an itemized invoice to the Transportation Planning Branch, 1554 Mail Service Center, Raleigh, NC 27699-1554. Proper supporting documentation shall accompany each invoice as may be required by the Department.

2. CAMPO agrees that it shall bear all costs of any item for which it is unable to substantiate actual costs or any costs that have been deemed ineligible due to actions of CAMPO.

3. CAMPO shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18 (www.dot.gov/ost/m60/grant/49cfr18.htm) and Office of Management and Budget (OMB) Circular A-102 (www.whitehouse.gov/omb/circulars/a102/a102.html). If the work is performed by the Municipal force account, said invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs as set forth in OMB Circular A-87. Reimbursement shall be based on actual costs incurred with the exception of equipment owned by CAMPO. Reimbursement for rates of equipment owned by CAMPO cannot exceed the Department's rates in effect for the time period in which the work is performed. If the work is performed by a contractor, said invoices shall show the contract cost.

4. In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations www.whitehouse.gov/omb/circulars/a087/a87_2004.html, dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, CAMPO shall arrange for an independent financial and compliance audit of its fiscal operations. CAMPO shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after CAMPO fiscal year ends.

5. Any costs incurred by CAMPO prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

6. Failure on the part of CAMPO to comply with any of the substantive provisions of this **AGREEMENT** will be grounds for the Department to terminate participation in the costs of the project.

E. CAMPO agrees that, if the Federal Highway Administration should not participate in certain costs because of noncompliance with Federal and/or State regulations, it will reimburse the Department for such costs caused by actions of CAMPO. Reimbursement shall be made by Raleigh to the Department within sixty (60) days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

F. If CAMPO fails for any reason to reimburse the Department in accordance with the provisions for payment as provided in this **AGREEMENT**, the Department may withhold, in full or in part, any payments due to CAMPO until the Department has received payment in full, as authorized by law.

G. CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this **AGREEMENT**. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration under this **AGREEMENT**, for inspection and audit by the Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.

H. CAMPO agrees to indemnify and hold harmless the other Parties to the extent allowed by law, for any third party claims for payment or damages, of any nature, asserted against the Parties in connection with this **AGREEMENT**. Furthermore, CAMPO shall certify to the Department compliance with all applicable State, Federal, and local environmental laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by Durham under this **AGREEMENT**.

I. CAMPO is prohibited from contracting with or making sub-awards under transactions covered by this **AGREEMENT** to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. CAMPO may rely upon the certification unless it knows that the certification is erroneous. CAMPO agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

IV. TERM OF AGREEMENT; APPOINTMENT OF PERSONNEL

A. Term. This **AGREEMENT** shall be effective as of the date it is duly executed by all the Parties. Unless terminated sooner, it shall expire at 12:01 AM, July 1, 2021. This **AGREEMENT** may be terminated by any party, effective at the beginning of the fiscal year after such notice is given, upon 6 months' notice given in writing prior to the start of the fiscal year in

which termination is effective. Notwithstanding the termination date heretofore established, if the jurisdictions have not indicated their intent to terminate this **AGREEMENT**, this **AGREEMENT** shall continue after the termination date indicated above unless either jurisdiction indicates in writing, through its respective duly authorized officer, that the **AGREEMENT** is terminated.

B. Amendments. This **AGREEMENT** may be amended from time to time upon mutual consent of the respective governing bodies of the Parties expressed in writing.

C. Appointment of Personnel. It is agreed that the duly authorized officer executing this **AGREEMENT** on behalf of his or her respective Party, shall designate persons to carry out the respective Party's obligations under this **AGREEMENT**.

V. MISCELLANEOUS

A. All terms and conditions of this **AGREEMENT** are dependent upon, and subject to, the allocation of funds for the purpose set forth in the **AGREEMENT** and the **AGREEMENT** shall automatically terminate if funds cease to be available.

B. All Parties hereby respectively confirm that the individuals executing the **AGREEMENT** are authorized to execute this **AGREEMENT** and to bind the respective entities to the terms contained herein. All Parties confirm they have read this **AGREEMENT**, conferred with counsel, and fully understand its contents.

C. This **AGREEMENT** shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the values and purposes sought to be set forth herein.

D. By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

E. E – Verify. The parties herein have complies with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

F. IRAN DIVESTMENT ACT CERTIFICATION. The parties herein certify that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran

Divestment Act and N.C.G.S. § 147-86.59, the parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

All matters relating to this agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

This agreement may be amended only by written agreement of the parties executed by their authorized representatives.

IN WITNESS WHEREOF, this AGREEMENT has been executed, in triplicate, the day and year heretofore set out, on the part of the Department, Raleigh and Durham by authority duly given.

ATTEST:

Attest:

CITY OF DURHAM

BY:

Ashley Wyatt

Ashley Wyatt
Deputy City Clerk
The City of Durham, NC



BY:

Thomas J. Bonfield

TITLE:

Thomas J. Bonfield
City Manager

ACKNOWLEDGMENT BY CITY OF DURHAM

I, _____, a notary public, certify:
(Type or print name of Notary Public)

(1) _____ personally appeared
before me
(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 2020.

My commission expires:

Notary Public

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

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

(SEAL)

Keith R. Hermann
Finance Officer - Keith R. Hermann
City of Durham

(FINANCE OFFICER)

Federal Tax Identification Number

56-6000225

Remittance Address:

101 CITY HALL PLAZA
DURHAM, NC 27701

DURHAM, CHAPEL-HILL, CARRBORO METROPOLITAN PLANNING ORGANIZATION (DCHC-MPO)

By: Felix Nwoko
Felix Nwoko, Manager

This, the 18 day of February, 2020.

ATTEST:

By: _____
_____, Clerk

[Seal]

ACKNOWLEDGEMENT by DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION (DCHCMPO)

STATE OF: NORTH CAROLINA
COUNTY OF: DURHAM

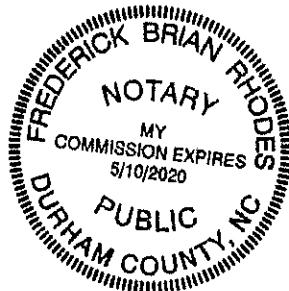
I, FREDERICK BRIAN RHODES a Notary Public for said County and State, do hereby certify that FELIX NWOKO, with whom I am acquainted, personally appeared before me on FEBRUARY 18th 2020, who, being by me duly sworn, says that (s)he is an authorized Officer of the DCHCMPO the organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this 18th day of FEBRUARY 2020.

Notary Public Signature [Signature]

(SEAL)

My Commission Expires:
MAY 10, 2020



CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
CAMPO

By: 
Executive Director

This, the _____ day of _____ 2020

ATTEST:

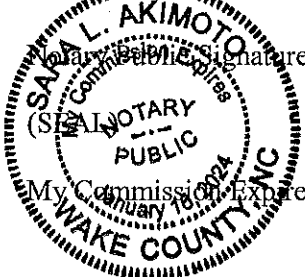
By: _____ Sara Akimoto

ACKNOWLEDGEMENT by NC CAPITAL AREA METROPOLITAN PLANNING
ORGANIZATION, "CAMPO"

STATE OF:
COUNTY OF:

I, SARA L AKIMOTO a Notary Public for said County and State,
do hereby certify that CHRIS LUKASINA, with whom I am acquainted,
personally appeared before me on 23 MARCH 2020, who, being by me duly sworn,
says that (s)he is an authorized Officer of CAMPO the
organization described in and which executed the foregoing instrument; that (s)he knows the name
of the organization and that the said Officer subscribed her/his name thereto, having the authority of
the Board of Directors of said organization, and that said instrument is the act and deed of said
organization.

Witness my hand and official seal, this day of 23 MARCH 2020.



JANUARY 16, 2024