| CITY OF DURHAM NORTH CAROLINA | __/__/2011 |
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| CITY OF RALEIGH, NORTH CAROLINA | INTERLOCAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF RALEIGH FOR THE REIMBURSEMENT FOR THE SCENARIO PLANNING INITIATIVE |

THIS AGREEMENT, made and entered into this ________ day of _____________ , 2011 (“Agreement Date”), between the City of Durham, a municipal corporation existing under the laws of the State of North Carolina, hereinafter referred to as Durham, on behalf of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) and the city of Raleigh, a municipal corporation existing under the laws of the State of North Carolina, hereinafter referred to as Raleigh, on behalf of the Capital area Metropolitan Planning Organization (Capital Area MPO).

WITNESSETH

WHEREAS, Durham is currently working with a consultant (“Consultant”) to build a scenario planning model using CommunityViz software which will allocate future year development types, patterns and intensities within the DCHC MPO planning jurisdiction. This model will be used to identify regional goals and community values, and to explore alternatives for growth, development and transportation investment and results will be used in development of the next Long Range Transportation Plan; and

WHEREAS, Raleigh wishes to assist in development of, and benefit from, the results obtained from that model as they pertain to the Capital Area MPO’s planning jurisdiction; and

WHEREAS, the Consultant has indicated that the additional cost to develop the planning model for the NC Capital Area MPO’s planning jurisdiction to be $167,000.

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

1. Durham, on behalf of DCHC-MPO and the Capital Area MPO shall agree to hire the Consultant to perform planning services related to development of a scenario planning model using CommunityViz software.

2. Raleigh, shall provide funds to Durham up to a maximum of $167,000 to be paid in the following manner:

    a. No more than $75,000 during Fiscal Year 2011 and
    b. No more than $92,000 during Fiscal Year 2012.

3. Raleigh represents that it will pay 80% of its contribution to this effort from Surface Transportation Program – Direct Allocation (STP-DA) funds. It is represented that the remaining 20% will be paid from Capital Area MPO member paid dues funds. Notwithstanding these representations, Raleigh is obligated to pay to Durham the amounts identified in paragraph 2 above.

4. The scope of services and performance criteria by which these planning services are to be assessed have been mutually agreed upon by the DCHC MPO and the Capital Area MPO and include items outlined in “Attachment A” titled, “Capital Area MPO Scope of Work” attached hereto and made a part of this agreement.

5. Durham, when procuring services on behalf of the Capital Area MPO shall adhere to NC Department of Transportation rules and Regulations for Major Professional or Specialized Services Contracts to the extend it conforms to State law procurement requirements for municipalities. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32, and Title 23 of the Code of Federal Regulations, Part 172. Durham shall also comply with the policies and standards for negotiated contracts as contained in the Federal Aid Policy Guide, part 172; said policies and standards being incorporated in this Agreement by reference (www.fhwa.dot.gov/lefsregs/legislat.html).

6. Durham shall be solely responsible for all agreements, contracts and work orders entered into or issued for this project. Raleigh shall not be held liable by Durham for any expenses or obligations incurred for the project except those specifically eligible for reimbursement as approved under the terms of this agreement.

7. Reimbursement to Durham shall be made upon billing on a monthly or quarterly basis, based upon the percentage of services completed by the Consultant, 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:

    a. Durham may bill Raleigh monthly or quarterly for eligible project costs by submitting an itemized invoice by the 20th day of the month following the month or quarter end, to:

        NC Capital Area MPO
        Attn: Richard Epps
        127 W Hargett St, Suite 800
        Raleigh, NC 27601

    b. Raleigh shall reimburse Durham for all invoices submitted within 30 (thirty) days.

    c. Durham 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 Durham.

    d. All invoices must be submitted within 15 (fifteen) days of completion and acceptance of the project by the Capital Area MPO project manager.

    e. Durham shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18 and Office of Management and Budget (OMB) Circular A-102. 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.

f. Failure on the part of Durham to comply with any of the substantive provisions of this Agreement will be grounds for termination of participation in the costs determined to be ineligible or unsubstantiated for this project.

8. Raleigh agrees that any costs not eligible for reimbursement under STP-DA requirements due to noncompliance with Federal and/or State regulations shall be the sole responsibility of Raleigh for payment, unless such noncompliance is solely caused by Durham, in which case, Durham shall be responsible for payment.

9. Durham 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, Durham shall make such materials available at its office and shall require its agents to make such materials available at its office at all reasonable times during the contract period, and for 5 (five) years from the date of payment of the final voucher by Raleigh for inspection and audit by Raleigh, the Federal Highway Administration or authorized representatives of the Federal Government.

10. Furthermore, Durham shall certify compliance with all applicable State, Federal and Local laws and regulations and ordinances and shall indemnify Raleigh against any regulatory fines, assessments or other penalties resulting from noncompliance solely due to Durham under the Agreement.

11. Durham is prohibited from contracting with or making subawards under transactions covered by this agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Durham may rely on certification unless it knows the certification to be erroneous. Durham 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.

12. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To Durham:
Felix Nwoko, Department of Transportation
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329

To Raleigh:
NC Capital Area MPO
Attn: Richard Epps
127 W Hargett St, Suite 800
Raleigh, NC 27601

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

13. The term of this Agreement shall be _____ years from the Agreement Date provided above. This Agreement may be terminated by either party with 60 days prior, written notice to the non-terminating party. Upon termination of this Agreement, all work completed by the Consultant relating to Attachment A shall be shared with Raleigh and Raleigh shall reimburse Durham for any services rendered by the Consultant in association with Attachment A through the date of termination.

IT IS UNDERSTOOD AND AGREED that the approval of the project by Raleigh is subject to the conditions of this agreement and that no expenditures of funds on the part of Raleigh will be made until the terms of this agreement have been complied with on the part of the Municipality.

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

By: ______________________________
City of Raleigh Manager

CITY OF DURHAM

Attest: _________________________
City Clerk

Attest: _________________________
City Clerk
CITY OF RALEIGH

By: ______________________________
City of Durham Manager

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

___________________________ ______________
City's Finance Officer Date

ATTACHMENT A

# Capital Area MPO Scope of Work

The primary purpose of this supplemental agreement is to implement a partnering strategy and create a spatial data planning model framework using CommunityViz software that will mimic development patterns and intensities and allocate future year socioeconomic data for the NC Capital Area MPO planning jurisdiction.

*Project Understanding*

The Consultant is under contract with Durham (client) to build a scenario planning model using CommunityViz software, which will allocate future year development types, patterns, and intensities within the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) planning jurisdiction. The model will be used by DCHC MPO staff to identify regional goals and community values, and explore alternatives for growth, development, and transportation investment. Results from the model will be used in developing the DCHC MPO's next Long Range Transportation Plan.

The Client now wishes to expand the scenario planning initiative to include the Capital Area Metropolitan Planning Organization (NC Capital Area MPO) planning jurisdiction. The NC Capital Area MPO planning jurisdiction includes the Counties of Wake, Granville, Franklin, Johnson, and Harnett and the Cities and Towns of Angler, Apex, Butner, Cary, Creedmoor, Clayton, Franklinton, Fuquay-Varina, Garner, Holly Springs, Knightdale, Louisburg, Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Youngsville. Several efficiencies will be realized in the scenario planning process by combining the two MPOs into a "super region", including one, comprehensive model architecture and building the super region, region, and sub-region models with similar assumptions, rates, and equations.

A project steering committee for each MPO will address specific needs for the two planning jurisdictions, which will interact with a third committee of regional interests (e.g., Triangle J Council of Governments, North Carolina Department of Transportation, Research Triangle Park, etc.) to discuss super regional goals, issues, and interests. A model user's committee with representatives from throughout the region will supplement the three project steering committees.

The Scope of Services described below highlights actions necessary to expand the DCHC MPO's scenario planning initiative to include the NC Capital Area MPO planning jurisdiction.

## II. SCOPE OF SERVICES:

Task 1: Meetings/Coordination

The Consultant will attend up to eleven on-site coordination meetings with NC Capital Area MPO staff, a project steering committee, a model users' committee, or other key officials from member jurisdictions to facilitate key milestones in the scenario planning initiative (i.e., eleven meetings total). Meetings are assumed to last up to two hours in length. NC Capital Area MPO or DCHC MPO representatives will organize meeting times and locations.

The Consultant will also participate in monthly conference calls with NC Capital Area MPO and DCHC MPO staff to coordinate on matters related to the Triangle Regional Scenario Planning Initiative (i.e., 12 conference calls total).

*Meeting Inventory: Eleven on-site coordination meetings with NC Capital Area MPO staff, a project steering committee, a model users' committee, or other key officials from member jurisdictions. Twenty-four conference calls with NC Capital Area MPO and DCHC MPO staff scheduled throughout the project.*

Task 2: Focus Group Meetings

Focus group meetings will be critical to soliciting stakeholder input for building the scenario planning model described in this Scope of Services. These meetings will be used to better understand the influence of market forces, local development policies, and available infrastructure on future development scenarios evaluated using CommunityViz software. The following focus groups will be established for this project:

- Real Estate and Business Organizations — This group represents the perspective of local developers, economic development interests, and real estate organizations. Participants in the focus group will generate a list of factors that make land attractive for a variety of land uses, rank those factors in order of importance, and answer general questions about the region's development patterns.

- Local Utility Providers — This group represents the perspective of local utility providers in the study area. Participants will generate information on current system demand, available capacity, and planned service areas. Future expansion plans will be incorporated into the scenario planning model to determine where and how quickly development might occur.

- Local Policy-Makers — This group represents local city and county planning departments in the NC Capital Area MPO planning area. Participants will identify local plans, programs, and policies that shape growth in the study area.

Meetings are assumed to last up to two hours in length. The Client will organize meeting times and locations.

*Meetings Inventory: One meeting with each of the three focus groups.*

Task 3: Data Collection

The Consultant will coordinate with representatives of NC Capital Area MPO to review available data maintained for the planning jurisdiction. In reviewing available data, the Consultant will determine limitations of either the region or sub-region models for forecasting and allocating future year socioeconomic data. GIS data will be provided by the Client in coordination with their partnering member jurisdictions. The Client will provide the following GIS data for developing the sub-region, region, and super region spatial data planning models described in Tasks 7 – 9 of this Scope of Services:

- tax parcel data
- aerial photography
- building footprints
- official zoning classifications
- roads (centerline file)
- water and sewer infrastructure and service areas
- public rights-of-way and dedicated easements

- water bodies
- permanent conservation areas
- floodplains
- civic buildings (e.g. libraries, museums, police and fire stations)
- park and school locations
- employment data points (e.g. InfoUSA employment data, if available)
- traffic analysis zones
- building height information
- land use maps (both existing and previously approved future land use maps)
- known local environmental constraints (e.g., wetlands, unsuitable soils for development, endangered species habitats, natural heritage sites)

Both the Client and the Consultant agree that the applicability of the spatial data planning models (i.e., sub-region, region, and super region models) for allocating future year socioeconomic data rests largely upon the presence and quality of available data. Furthermore, it is assumed by both the Client and the Consultant that no new spatial data will be developed in preparing the planning model.

In addition to GIS data, the Client will provide the following regulatory tools and policy documents from NC Capital Area MPO member jurisdictions to develop height, bulk, and density assumptions programmed into the spatial data planning models:

- Zoning Ordinance
- Official Zoning Map
- Subdivision Ordinance
- Comprehensive Plan
- Small Area Studies (if applicable)

<u>Task 4: Trend Forecasts</u>

NC Capital Area MPO and DCHC MPO will be solely responsible for producing and providing to the Consultant population and employment data used in the computer scenario planning models. Specifically, the following data will be provided to the Consultant in agreed-upon electronic format, organized by each of the fourteen sub-region model boundaries represented in the Triangle Region:

- Base year population estimate
- Base year household estimate
- Base year employment estimate by general employment category
- Population forecast (2040)
- Household forecast (2040)
- Employment forecast by general employment category (2040)

The Client will work with the Consultant to develop a data reporting format that is consistent with the needs of the computer scenario planning models. The Consultant will attend up to two meetings with the committee responsible for preparing socioeconomic data for the Triangle Region to coordinate forecast data with the allocation process embedded in the CommunityViz model.

*Meetings Inventory: Two on-site coordination meetings with the committee responsible for preparing socioeconomic data for the Triangle Region*

Task 5: Place Type Palette

The Consultant will supplement the place type palette currently in use to represent conditions unique to the NC Capital Area MPO planning jurisdiction. New information for the palette will be summarized in written and graphical formats and suitable for use in scheduled outreach activities. Generalized development characteristics used to describe the different place types typically consist of the following:

- Generalized land use pattern (e.g., mixed or stand-alone)
- Residential density
- Non-residential intensity
- Prevailing building height
- Open space elements
- Block size
- Street pattern

Equal emphasis on land use and urban form in the place type descriptions is intended to help guide decisions about growth and development, land preservation, resource protection, and the provision of community facilities and services during the scenario planning process.

*Deliverable: New place type categories or special conditions for the NC Capital Area MPO planning jurisdictions (draft/final)*

Task 6: Technical Documentation

The Consultant will supplement the project protocol report to represent the expanded super region study area and key assumptions in the super region scenario planning model. New information will be included as new sections in the above the project protocol document.

*Deliverable: New information to supplement the project protocol report*

Task 7: Sub-Region Scenario Planning Models

The Consultant will develop a one-time spatial data planning model to allocate future year development patterns and intensities within a series of sub-region boundaries delineated for the Triangle Regional Travel Demand Model. The Consultant will perform this task using CommunityViz software, which will be used to develop and run up to seven sub-region models that collectively represent the NC Capital Area MPO planning jurisdiction. The boundaries for the seven sub-region models will be those defined during Task 1, which generally represent one or more member jurisdictions. Data will be organized and analyzed by parcel in the sub-region models. No sub-region model will include more than 100,000 parcels each.

The model structure for the sub-region models will be developed in consultation with NC Capital Area MPO staff. A model structure diagram (11” x 17” flow chart format) will be prepared for the sub-region model, and shared with NC Capital Area MPO staff to communicate to its member jurisdictions the data, assumptions, indicators, and dynamic attributes incorporated into the sub-region models. The Consultant will also develop a communication strategy in ArcGIS format that feeds the results from the seven sub-region models into one region model that represents the entire NC Capital Area MPO planning jurisdiction (see Task 8).

Both the Client and the Consultant agree that the applicability of the planning model for allocating future year development patterns and intensities in the seven sub-region models will rest largely upon the presence and quality of available data. Furthermore, it is assumed by both the Client and the Consultant that no new spatial data will be developed by the Consultant in preparing the planning model. At the completion of this task, the Consultant will make available to the Client the file structure and GIS files used in the analysis. These files represent the final deliverable for Task 7.

The following subtasks will be completed for developing the seven sub-region models. These subtasks will be repeated for each sub-region model.

*Subtask 7A: Carrying Capacity Analysis*

The Consultant will run a carrying capacity analysis within the sub-region model that identifies areas deemed either "highly-constrained for development" or "areas of conflict for development". Variables used to determine these two classifications will be identified in consultation with NC Capital Area MPO staff and its member jurisdictions. A hard copy map will be used to summarize the results of the carrying capacity analysis.

*Subtask 7B: Land Suitability Analysis*

The Consultant will run a land suitability analysis within the sub-region model that measures the attractiveness of individual parcels for accommodating new development. Physical features prevalent within the sub-region boundary will be layered on a parcel map, and calculations will be performed to determine either percent overlap or physical proximity (as appropriate) for each of the physical features in relation to the individual parcels. A numeric score between 0 – 100 will be used to rank the parcels within the planning focus areas from least- to most-suitable for development. Physical features coded in the analysis could have a positive or negative effect on development suitability. Variables, variable weighting, and suitability scoring ranges used to determine land suitability will be identified in consultation with NC Capital Area MPO staff and its member jurisdictions. A hard copy map will be used to summarize the results of the land suitability analysis.

*Subtask 7C: Full Build-Out Potential*

The Consultant will run a full build-out analysis using the results from the carrying capacity analysis and the adopted future land use maps for the member jurisdictions. The Client will provide the Consultant with the adopted future land use map for the member jurisdictions in two formats: an electronic future land use map reported by parcel for the sub-region boundary and a narrative summarizing the corresponding future land use map categories, including generalized height, bulk, density, and intensity requirements that will be assumed for the sub-region model. The Consultant will run the full build-out potential model for the sub-region model to estimate the number of dwelling units, commercial gross square footage, office gross square footage, and industrial square footage (as appropriate) supported by each of the parcels.
A hard copy map will be used to summarize the results of the full build-out potential analysis.

*Subtask 7D: Sub-Region Model Calibration*

The Consultant will work in partnership with the Client to calibrate the assumptions and equations embedded in the sub-region model. The Client will provide the following information for each of the sub-region boundaries: building height survey (i.e., number of stories), observed residential densities, observed non-residential intensities, surveyed parking lot supply, and land use mix. The Client will also use available resource documents, such as a downtown master plan, to provide the Consultant with additional guidance for calibrating the assumptions and equations included in the model. Both the Client and the Consultant agree that the applicability of the sub-region model for allocating future year development patterns and intensities rests largely upon the presence and quality of existing resource data available to calibrate the model.

*Subtask 7E: Business-as-Usual Development Scenario*

The Consultant will prepare a future year development scenario assuming business-as-usual conditions (i.e., continuance of plans, programs, or policies currently administered by the member jurisdictions) using population and employment control totals for the NC Capital Area MPO planning jurisdiction, as well as the results of the carrying capacity analysis (see Task 7A) and the land suitability analysis (see Task 7B). Allocation of future year growth in the sub-region model will be completed using the "Allocation Tool Wizard" included in the CommunityViz software. The Consultant will run the future year development scenario model for the sub-region to estimate the number of dwelling units, commercial gross square footage, office gross square footage, and industrial square footage supported by each of the parcels.

A hard copy map will be used to summarize the results of the future year business-as-usual development scenario analysis. Hand renderings, computer images, and precedent photos (deemed appropriate by the Consultant) will be used to represent the different land use patterns and development types reflected in the business-as-usual development scenario.

*Deliverables:* *All Community Viz files and GIS data necessary to run sub-region models independent of the Consultant; one hard copy map each for carry capacity analysis, land suitability analysis, full build-out potential analysis, and future year business-as-usual development scenario; presentation board with hand renderings, computer images, and precedent photos that represent different land use patterns and development types reflected in the business-as-usual development scenario*

Task 8: Regional Scenario Planning Model

The Consultant will develop a one-time spatial data planning model to allocate future year socioeconomic data for the Triangle Region Travel Demand Model. The Consultant will perform this task using CommunityViz software, which will be used to create a regional model for the NC Capital Area MPO planning jurisdiction; using data aggregated from the seven sub-region models prepared under Task 7. Data will be organized and analyzed by traffic analysis zone in the regional model.

The Consultant will run the regional model to forecast the number of dwelling units, population, and commercial employees by type included in the Triangle Region Travel Demand Model. The allocation of future growth in the regional model will rely on the results from the seven sub-region models (see Task 7). The Client will provide information for average household size and employee space ratios to assume for calculations in the planning model. The regional model will be run for each development scenario prepared in Task 10. A hard copy map will be used to summarize the results of the regional model for each development scenario.

The model structure for the regional model will be developed in consultation with NC Capital Area MPO staff. A model structure diagram (11" x 17" flow chart format) will be prepared, and shared with NC Capital Area MPO staff to communicate the data, assumptions, indicators, and dynamic attributes incorporated into the regional model. The Consultant will also review the communication strategy created under Task 7 to feed the results from the seven sub-region models into the regional model. The Consultant will refine the communication strategy, if needed, to incorporate the final model structure used for the regional planning model.

Both the Client and the Consultant agree that the applicability of the planning model for allocating future year socioeconomic data will rest largely upon the presence and quality of available data. Furthermore, it is assumed by both the Client and the Consultant that no new spatial data will be developed by the Consultant in preparing the planning model. At the completion of this task, the Consultant will make available to the Client the file structure and GIS files used in the analysis. These files represent the final deliverable for Task 8.

Deliverables: A*ll Community Viz files and GIS data necessary to run regional models independent of the Consultant; one hard copy map for future year business-as-usual development scenario*

Task 9: Super Region Scenario Planning Model

The Consultant will develop a one-time spatial data planning model to allocate future year socioeconomic data for a combined DCHC MPO and NC Capital Area MPO planning jurisdiction. The Consultant will perform this task using CommunityViz software, which will be used to create the super region model using data aggregated from the two regional models prepared under Task 8. Data will be organized and analyzed by traffic analysis zone in the super region model.

The Consultant will run the super region model to forecast the number of dwelling units, population, and commercial employees by type included in the Triangle Region Travel Demand Model. The allocation of future growth in the regional model will rely on the results from the two regional models (see Task 8). The Client will provide information for average household size and employee space ratios to assume for calculations in the planning model. The super region model will be run for each development scenario prepared in Task 10. A hard copy map will be used to summarize the results of the regional model for each development scenario.
The model structure for the super region model will be developed in consultation with DCHC MPO and NC Capital Area MPO staff. A model structure diagram (11" x 17" flow chart format) will be prepared, and shared with staff for the two MPOs to communicate the data, assumptions, indicators, and dynamic attributes incorporated into the super region model. The Consultant will also review the communication strategy created under Task 8 to feed the results from the two regional models into the super region model. The Consultant will refine the communication strategy, if needed, to incorporate the final model structure used for the super region planning model.

Both the Client and the Consultant agree that the applicability of the planning model for allocating future year socioeconomic data will rest largely upon the presence and quality of available data. Furthermore, it is assumed by both the Client and the Consultant that no new spatial data will be developed by the Consultant in preparing the planning model. At the completion of this task, the Consultant will make available to the Client the file structure and GIS files used in the analysis. These files represent the final deliverable for Task 9.

Deliverables: A*ll Community Viz files and GIS data necessary to run the super region model independent of the Consultant; one hard copy map for future year business-as-usual development scenario*

Task 10: Rationalize Development Scenarios

The Consultant will rationalize up to seven distinctly different development scenarios in support of the NC Capital Area MPO Long Range Transportation Plan. Each will be different enough to pose real alternative choices for meeting the goals, principles, and value that guide development of the LRTP. The trade-offs of competing development scenarios will be measured using CommunityViz software and the Triangle Regional Travel Demand Model.

The Consultant will describe the rationale for each development scenario and summarize key features. General categories for evaluation might include supporting infrastructure, fiscal impact, green index, or travel behavior (deemed appropriate by the Consultant based on available data). A hard copy map will be used to illustrate the development types, patterns, and intensities brief associated with each development scenario.

Hand renderings, computer images, and precedent photos will be used to represent the different development scenarios. Two- and three-dimensional images may be used to convey information. Supporting graphics will be limited to two per development scenario (i.e., fourteen images total).

*Deliverable: Hard copy map, supplemental images, and brief narrative describing each of the seven development scenarios.*

Task 11: Documentation

A report will be prepared to summarize the scenario planning process and key findings from the scenario planning initiative. The report will be graphically-oriented and supported by appropriate text and tables deemed appropriate by the Consultant for conveying the information. A draft outline for the report will be submitted to NC Capital Area MPO and DCHC MPO staff for approval prior to the report effort being undertaken.

The Consultant will respond to one round of consolidated comments transmitted by NC Capital Area MPO and DCHC MPO staff on the full draft report. A final scenario plan report will be transmitted to the Client in paper and electronic formats (Adobe PDF format). Ten printed copies of the final report will be provided to the Client for their distribution.

Task 12: CommunityViz Training

The Consultant will send one training facilitator, certified in using Community Viz software, to conduct a three-day training session with up to six employees for the NC Capital Area MPO or its member jurisdictions. The purpose of the training session will be to demonstrate basic commands and functions in the software using tutorials included with the software and one of the sub-region models by the Consultant in Task 7. The format for the three-day training session will favor hands-on training, whereby the training facilitator will use a slide show and tutorials included with the software to convey the capabilities of the software.

The Consultant will purchase one copy of CommunityViz 4.1 Software, Professional Edition to facilitate the on-site training session. The Consultant will register the software in the name of the NC Capital Area MPO, and relinquish it to NC Capital Area MPO staff after the training session for their continued use. The software will be provided to NC Capital Area MPO at least one week prior to the scheduled on-site training session to allow sufficient time for loading the software on to student computers prior to the event.

No refreshments will be provided by the Consultant. The Client is responsible for securing the training location, refreshments (if desired), and a computer loaded with ArcGIS 9.3 software for each student in the class. Each day of the training session will last up to eight hours in length, with a one-hour break for lunch and one twenty-minute break in both the morning and afternoon sessions.

*Information Provided by the Client*

The following information will be provided by the Client in accordance with the project protocol report. The Consultant is entitled to rely on the completeness and accuracy of all information provided by the Client. The Client will provide, in writing, acknowledgment that all data listed below is available concurrent with execution of this contract.

- All GIS data shapefiles (ArcGIS v. 9.3 format) identified in Task 3 of this Scope of Services
- Regulatory tools and policy documents identified in Task 3 of this Scope of Services from all NC Capital Area MPO member jurisdictions
- Adopted future land use maps from all NC Capital Area MPO member jurisdictions in electronic format, including a narrative summarizing the corresponding future land use map categories, including generalized height, bulk, density, and intensity requirements that will be assumed for the micro area model
- Information for calibrating the sub-region models described in Task 7D of this Scope of Services
- Average household size and employee space ratios identified in Task 8 of this Scope of Services
- Traffic analysis zone profiles used in the currently adopted Triangle Region Travel Demand Model

***III. COSTS:***

Consultant will provide the services described in Tasks 1 and 12 in the above Scope of Services for a fee not to exceed $167,000.00 (including expenses); detailed below for budgetary purposes.

| | | |
|---|---|---|
| Task 1 – Meetings/Coordination | | $22,600.00 |
| Task 2 – Focus Group Meetings | | $6,100.00 |
| Task 3 – Data Collection | | $1,100.00 |
| Task 4 – Trend Forecasts | | $2,000.00 |
| Task 5 – Place Type Palette | | $6,900.00 |
| Task 6 – Technical Documentation | | $4,100.00 |
| Task 7 – Sub-Region Scenario Planning Models | | $28,800.00 |
| Task 8 – Regional Scenario Planning Model | | $8,500.00 |
| Task 9 – Super Region Scenario Planning Model | | $7,400.00 |
| Task 10 – Rationalize Development Scenarios | | $58,100.00 |
| Task 11 – Documentation | | $16,000.00 |
| Task 12 – CommunityViz Training | | $6,000.00 |
| | Total | $167,600.00 |

Fees will be invoiced to Durham monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

The fee includes labor costs and direct expenses such as local cellular phone, in-house duplicating and blueprinting, facsimile, automobile mileage, telephone charges, postage, and computer expense. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

### *IV. SCHEDULE:*

We will provide the services described in Tasks 1 through 10 in the above Scope of Services as expeditiously as practicable to meet the mutually agreed upon schedule. We understand that socioeconomic data for the update to the Triangle Region Travel Demand Model must be available to coincide with the planning process envisioned to update the NC Capital Area MPO Long Range Transportation Plan. Typically, a fifteen (15) month timeframe from Notice-to-Proceed should be expected, subject to scheduling of client coordination meetings, coordination meetings with member jurisdictions, staff review time, and holiday schedules.

### V. PERIOD OF SERVICE:

This Agreement shall be for from November 15, 2010 to April 30, 2012.

### VI. COMPENSATION:

The lump sum fee includes labor costs and direct expenses such as local cellular phone, in-house duplicating and blueprinting, facsimile, automobile mileage, telephone charges, postage, and computer expense. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

Payment for services provided by the CONSULTANT in connections with this Supplemental Agreement shall be for actual costs of direct labor, overhead and reimbursable costs and expenses including subconsultants. The actual cost of direct labor, overhead and fee for the staff assigned to this work within each classification shall not exceed the rates in Attachment A of this Agreement without the written permission of the Client. The costs for this assignment shall not exceed $167,000.00, nor shall the consultant incur costs above $167,000.00.

Invoices for all compensation owed in accordance with this Agreement shall be submitted to the City on a monthly basis with sufficient detail (including progress reports, SDBE utilization report, etc) to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with City standards

### VII. INSURANCE COVERAGE AND INDEMNIFICATION:

Consultant shall provide high risk insurance coverage as provided for in Section VII of the Master Agreement for Transportation Engineering and Planning Services.

### VIII. OTHER SPECIAL TERMS:

The City will provide the Consultant all pertinent information and data available to the City and deemed necessary to perform assigned tasks as listed in Client Responsibilities.