

PROFESSIONAL SERVICES CONTRACT WITH STEWART ENGINEERING, INC TO  
PREPARE A MASTER PLAN FOR THE DUKE BELT LINE TRAIL

This contract is dated, made, and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City of Durham ("City"), a N. C. municipal corporation, and STEWART ENGINEERING INC. a corporation organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The goal of this project is to prepare a Master Plan for the Duke Belt Line Trail. Work will include the following components: Public Participation Strategy; Project Vision, Goals & Objectives; Existing Conditions & Corridor Features; ROW, Utility Covenant & Easement Review; Title VI/Environmental Justice Analysis; Analysis of Existing Bridges; Analysis of Economic, Social & Health Impact; Safety & Security Evaluation; Trail Development Guidelines; Development of Phasing & Funding Strategy; Development of Construction Cost Estimates; Development of Maintenance Cost Estimates and Operations and Maintenance Plan; Development of Physical Design Recommendations; Review of Potential Rail Corridor Abandonment or Sale of Individual Parcels; Development of Implementation Program (Acquisition and Funding Strategies); and Development of Final Plan Document, Public Presentations, and Project Deliverables.

Sec. 2. Services and Scope to be Performed; Presumption that Duty is Contractor's. The Contractor shall provide professional services as specifically described in Exhibit A which includes a description of the project scope and three (3) tasks. Exhibit A, "Scope of Services," is attached hereto and incorporated into this contract. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor. The Work shall be completed within eighteen (18) months of initiation of the Work (issuance of Notice to Proceed), on approximately the time schedule shown in Exhibit B, Estimated Schedule.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City's compensation for the Work shall not exceed \$297,700. The City shall pay the Consultant for the Work as follows: Payment shall be for completion of the tasks performed and for a maximum amount for certain reimbursable expenses, all as shown in Exhibit C. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies and must be approved by the City before incurring any additional expenses.

Sec. 5. Contractor's Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City such information as may be reasonably requested by the City. At a minimum each invoice shall include a progress report and document the nature of the work performed, the number of hours

spent, the particular task or subtask to which labor or expense is attributed, the total amount of compensation claimed for that task or subtask since the inception of the contract, and a summary table showing amount invoiced and percent complete by task and subtask. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice that have been billed in accordance with this Contract. Payment shall not be deemed acceptance of the work for purposes of the City's determination as to whether the work is of acceptable quality. Notwithstanding any other provision of this contract, the City may withhold an amount consisting of 10 percent of the value assigned for a particular task until the deliverables associated with each such task have been completed, and, in addition, an amount consisting of 5 percent of the not-to-exceed figure in the contract until all Work has been performed and completed under the contract to the satisfaction of the City. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors

designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

**Professional Liability** – Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

**Additional Insured** – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

**Certificate of Insurance** – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham, North Carolina  
Attention: Finance Director  
101 City Hall Plaza  
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham's Risk Manager.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, including the schedule required by Exhibit B, Estimated Schedule, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A: Scope of Services, containing XX pages.

Exhibit B; Estimated Schedule, containing XX pages.

Exhibit C: Estimated Project Budget, containing XX pages

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Attn: Dale McKeel, AICP  
Transportation Department  
101 City Hall Plaza, Fourth Floor  
Durham, NC 27701-3329  
The fax number is (919)560-4561  
Email: dale.mckeel@durhamnc.gov

To the Contractor:

Attn: Iona L. Thomas, AICP  
Stewart Engineering, Inc.  
421 Fayetteville St., Suite 401  
Raleigh, NC 27601  
Phone: 919-380-8750  
Fax: 919-380-8752  
Email: ithomas@stewartinc.com

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. 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.

Sec. 11. Indemnification.

(a) Indemnification for Charges Arising from Professional Services. To the maximum extent allowed by law, Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of Contractor's performance of Professional Services under this Contract, but only to the extent such Charges are caused by the Professional Negligence of Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (a), Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Indemnification for Charges Not Arising from Professional Services. To the maximum extent allowed by law, Contractor shall defend, indemnify, and save harmless Indemnitees from and against all other Charges (not covered in subsection (a)) that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (b), Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(c) Definitions. As used in subsections "a" and "b" above and "d" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding Contractor. "Professional Services" means the performance of a particular, discrete act, which is required by

North Carolina state law to be performed by an engineer, architect, landscape architect, or land surveyor licensed by the State of North Carolina. "Professional Negligence" means failure of Contractor to comply with the applicable standard of care to render Professional Services. That standard shall meet or exceed a national standard, unless a higher standard of care is applicable in the Durham community or similar communities.

(d) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(e) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of Contractor under this contract.

(f) Limitations of Contractor's Obligation. Subsections "a" and "b" above shall not require Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of

overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 15. Title VI / Non-Discrimination Assurances. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to (a) withholding payments to the contractor under the contract until the contractor complies; and/or (b) cancelling, terminating, or suspending a contract, in

whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sec. 16. Pertinent Non-Discrimination Authorities: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

Sec. 17. 11. Certification Regarding Debarment: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b. 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; and have not been convicted of any violations 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;

- c. 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 (b) of this certification; and

- d. 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.

Sec. 18. Drug Free Workplace: During the performance of this contract, the Consultant agrees to:

- a. Provide a drug-free workplace for the consultant's employees

- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition

- c. State in all solicitations or advertisements for employees placed by or on behalf of the consultant that the consultant maintains a drug-free workplace

- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Sec.19. Disclosure of Lobbying Activities: The undersigned certifies, to the best of his or her knowledge and belief, that:

a. 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 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

b. 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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

c. 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 grant agreements) and that all subrecipients shall certify and disclose accordingly.

d. 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 31 U.S.C. § 1352, title. 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.

Sec. 20. Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

Sec. 21. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept

service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(i) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms,

companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(j) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(k) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by the City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM  
ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Preaudit Certificate, if appropriate:

\_\_\_\_\_  
City's finance officer

\_\_\_\_\_  
Date

STEWART ENGINEERING INC

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title (Name)

Signature

By: \_\_\_\_\_  
Secretary

(Affix Corporate Seal)

State of \_\_\_\_\_  
CORPORATION

ACKNOWLEDGMENT

BY

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

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ Personally appeared before me this day and stated that he or she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the forgoing contract or agreement with the City of Durham was signed in its name by its \_\_\_\_\_ title, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as it said Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

## **Exhibit A. Scope of Work**

This planning project will complete a master plan for the Duke Belt Line Trail, which will tie directly into the Durham Station Transportation Center and the Triangle's bus and rail system, paralleling the NC 147 and NC 540 freeways connecting three counties via freeway crossings and neighborhoods north of downtown seamlessly to the regional mobility network.

At the southwestern end of the Duke Belt Line Trail corridor lies a multi-modal hub comprised of the Durham Station Transportation Center and Durham Amtrak Station. Combined, these two stations are served by 18 local bus routes, four regional bus routes, two intercity bus operators and six intercity passenger trains.

The 2013 City of Durham Comprehensive Plan stresses the importance of bicycling, walking and transit to the overall vitality of the city and the health and quality of life of its citizens. The Duke Belt Line Trail will help alter the historic patterns of regional sprawl and disinvestment in urban neighborhoods, while creating a more vibrant, walkable and livable community, consistent with the USDOT's Ladders of Opportunity initiative. The Trail will provide the areas north and west of Downtown with a safe and direct bicycling and walking network.

The scope of the work for the project is shown below. Responders may propose innovative strategies as well as optional tasks for consideration as part of the proposal.

### **Task 1: Outreach & Engagement (AKA public participation strategy)**

Community outreach and engagement is a fundamental element of a successful master planning project. The outreach and engagement strategy will be created by the consultant team during project launch and will be implemented throughout the master planning process. The strategy will be designed to allow the general public and a variety of stakeholders to develop an understanding of the master planning process. This task will include the creation of the project vision and goals, soliciting input at key project milestones, and seeking consensus for specific trail design alternatives. This engagement process is intended to provide the community with the appropriate information to support and participate in the development of the Duke Belt Line Trail Master Plan.

*Analysis of Economic, Social, and Health Impacts:* A critical component to the engagement of the public and project stakeholders is trail-related education. The consultant team will develop educational materials that present the economic, social, and health impacts of trail development for individuals, neighborhood areas, and communities. The educational materials will be made available for posting to a website, will be presented on boards, included in presentations during public meetings, and will be distributed to meeting and event attendees as "event takeaways."

The proposed approach to outreach and engagement must include close coordination with City departments, adjacent property owners, interested downtown business representatives, and local civic and neighborhood associations throughout the process. The selected consultant team will prepare and include a creative and comprehensive outreach and engagement strategy as part of their proposal. At a minimum, the outreach and engagement task will include:

- Four (4) stakeholder focus group meetings
- Six (6) steering committee meetings
- On-going project website with project updates & educational materials **OR** provide high quality web-ready materials that can be posted to existing websites
- Four (4) public engagement events such as public workshop, open house, or in-person field trip events at locations relative to project corridor

*Task Deliverables: Material preparation and distribution for all public, stakeholder, and committee meetings in hard copy and electronic format, sign-in sheets for each meeting or event, digital photographs from each meeting or event, detailed written account of each meeting or event including number of attendees and any questions, feedback, and input received from members of the public, stakeholders, or committee members.*

## **Task 2: Duke Belt Line Trail Master Plan**

### **Task 2.1 Introduction, Context, and Historical Background**

#### **2.1.1 Project vision, goals, and objectives**

In conjunction with City staff, steering committee members, other project stakeholders, and the public, the consultant team will develop the vision, goals, and objectives for the Duke Belt Line Trail Master Plan. The vision, goals, and objectives will be informed by the analysis of existing and future conditions and needs, as well as previous planning efforts. The vision, goals, and objectives will address all transportation modes as related to the future Duke Belt Line Trail as well as land use, economic development, social equity, environmental awareness, and financial sustainability. The vision, goals, and objectives will address both longer-term (15-25 year) and near-term (5-15 year) planning horizons. They will also be developed in consideration of the vision, goals, and performance measures of the City's Strategic Plan, the goals and objectives of the Durham Comprehensive Bicycle Transportation Plan, DurhamWalks! Pedestrian Plan, and the Durham Trails and Greenways Master Plan, and the goals and objectives of other relevant plans. The goals and objectives that support the vision will be granular and focused on the development the shared-use trail as a high-quality, safe, inviting, welcoming, multi-modal, and inspiring facility for residents and visitors of Durham with all levels of abilities and needs.

#### **2.1.2 Review of Potential Rail Line Abandonment or Individual Parcel Sales**

Rail Line Abandonment is the process by which the railroad owner has applied for rail line abandonment to the Surface Transportation Board (STB). Once a rail line has been formally abandoned, the rail line property may revert back to adjacent property owners.

In 2010, Norfolk Southern Corporation began the abandonment process for the Duke Belt Line rail corridor. At this time, the North Carolina Department of Transportation Rail Division and the City of Durham supported the abandonment and stated their intent to acquire the corridor from Norfolk Southern once the abandonment procedure had been completed. The abandonment process was not completed.

In 2015, Norfolk Southern Corporation again initiated the abandonment process for the Duke Belt Line rail corridor. The consultant team will research the current status of the abandonment process, review the details of the abandonment process, and provide a summary of potential scenarios that may occur or impact future potential trail development if the rail line is abandoned. At a minimum, the scenarios will include a comparison of the processes the City of Durham would need to undertake if the rail corridor is abandoned or if the rail corridor is subdivided and each parcel is sold individually.

### **2.1.3 Environmental Justice Analysis for Project Area**

Early in the master planning process the consultant team will review the adopted *Environmental Justice Report for the DCHC MPO* area and perform Environmental Justice (EJ) analyses that identify the existence of historically disadvantaged and underserved populations and the potential for burdens and benefits to these populations. The EJ analyses should identify the presence of EJ populations as defined in the *Environmental Justice Report for the DCHC MPO* and whether such communities are likely to experience adverse environmental or human health effects as a result of the future Duke Belt Line Trail.

Community involvement is particularly important in cases involving potential environmental justice issues. Early, strategic, and sustained communications with any affected communities throughout the master planning process is an essential component of environmental justice. If the results of the EJ analysis indicate that any disproportionate adverse impacts to EJ populations exist, mitigation activities will be recommended by the consultant team.

### **2.1.4 Local Policy Review (e.g., are there policy changes that could enhance trail acquisition or development)**

The consultant will document and review the City's policies, procedures, and practices related to pedestrian and bicycle infrastructure development, use, accessibility, connectivity, and safety that are relevant to the Duke Belt Line Trail. Additional local and regional plans related to pedestrian and bicycle accessibility, parking, connectivity, and safety that should be included in the review will be identified by stakeholder focus groups and the project steering committee.

At a minimum, the consultant team will examine and recommend changes and/or other improvements as needed, including, but not limited to: streets, sidewalks, parking, safety, connectivity, ADA standards, access easements, trailheads, wayfinding, and any other applicable design or code issues that affect trail usage, access, mobility, construction, and feasibility. This may include the examination of City Codes and other

applicable documents such as the Unified Development Ordinance, and Parks and Recreation standards that relate to trail construction. This may also include additional research on other policies within other City departments or related to private businesses located along the Duke Belt Line rail corridor.

The consultant team will recommend changes and to incorporate North Carolina Department of Transportation (NCDOT) and/or Federal Highway Administration (FHWA) initiatives that identify and remove barriers for walking and biking to create local policies that will improve conditions for pedestrians and bicyclists, such as Complete Streets Concepts and any other applicable initiatives.

*Right of Way, Utility Covenant, and Easement Review:* The consultant team will also review and document any right-of-ways restrictions, utilities, covenants, easements, or other policies that would affect the uses along this rail corridor. Recommendations for revisions or language updates will be prepared by the consultant team and included in the Duke Belt Line Trail Master Plan.

## **Task 2.2 Opportunities & Constraints Assessment (AKA Existing Conditions and Corridor Features)**

The evaluation of existing physical conditions, opportunities, and challenges serves as the foundation for the future development of the Duke Belt Line Trail. The evaluation shall, at a minimum, include a thorough analysis of GIS data and on-the-ground field inventory at public roadway and rail line crossings. The field investigations shall include the exploration of nearby neighborhoods, schools, parks, existing trails, and the destinations in downtown Durham to identify opportunities for connections and potential trail access points. The selected consultant team will prepare and include a comprehensive approach to the Opportunities and Constraints Assessment as part of their proposal. At a minimum, the Opportunities and Constraints Assessment task will include the subtasks listed below.

### **2.2.1 Data Collection**

The consultant team will collect and review all available Geographic Information Systems (GIS), parcel ownership data for the inactive rail corridor and adjacent properties, and any available Railroad Valuation Maps.

The consultant team will collect and review all previous plans, studies, analyses, and reports that are related to, would impact, or would be impacted by the development of the Duke Belt Line Trail. The collection and review should not be limited to City of Durham and Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) documents. This task may be accomplished during the Project Vision, Goals, and Objectives and/or the Policy Review sub-tasks previously detailed.

### **2.2.2 Environmental Review**

The typical environmental hazard posed by historic rail lines is surficial soil contamination by herbicides, polycyclic aromatic hydrocarbons (PAHs) from coal and or diesel fired locomotive activity, and possibly metals. In some cases, the historic

railroads would discard creosote-treated rail ties and old switchgear in makeshift dumps. The environmental review task will include a detailed review of historic and current environmental risks associated with the Duke Belt Line Trail rail corridor property, similar to a Preliminary Assessment or Phase I Assessment. A thorough review of the history of the inactive rail corridor and adjacent properties to identify existing environmental risks or hazards will be conducted. The review will include but not be limited to the types of research detailed below.

*Environmental Data Reports (EDR) Review:* EDRs typically contain Radius Map Reports, Sanborn Maps, historical reports, historical aerials, historical city directories, historical topographic maps, tax map reports, and lien and AUL reports. EDRs will be reviewed for the inactive rail line property as well as all adjacent properties with historic land uses that include industrial, manufacturing, commercial, or previously polluting uses.

*In-Person Interviews:* Conduct in-person interviews with adjacent property owners of existing or known historic industrial, manufacturing, or commercial-use properties.

### **2.2.3 Field Inventory**

The consultant team will perform on-the-ground field inventory at public roadway and rail line crossings. No member of the consultant team or anyone associated with the Duke Belt Line Trail Master Plan project shall enter the rail line right-of-way at any time without written permission from Norfolk Southern Corporation, the rail line corridor property owner. At a minimum, the field inventory will consist of the sub-tasks listed below.

*Geotagged Digital Photographic Inventory:* All opportunities, potential constraints, environmentally sensitive areas, at-grade or grade separated crossing areas and intersections, potential trail head and parking areas, feature areas, access points, potential CPTED areas, spur trail opportunities and connections to nearby destinations, encroachments, and potential adjacent private property privacy conflict areas will be photographed and inventoried.

*GIS-based Inventory:* All opportunities and constraints identified during on-the-ground field investigations will be organized into GIS shapefiles with attributes and metadata. Out-of-date data or insufficient GIS data will be updated during the field inventory task and provided to the City along with new GIS data that is developed. All data will be provided to the City as a geodatabase at the conclusion of the project. See Task 3.

*Review and Analysis of Existing Bridges and Crossings:* The consultant team will conduct on-the-ground field inventory and desk reviews of structural integrity and identify any structural defects or repairs that will be needed of all bridges and crossings along the rail corridor. This should include bridges that are part of the existing rail system, bridges or structures that cross over the rail corridor such as roadway bridges, at-grade roadway crossings (intersections), and stream or drainage crossings.

The consultant team will work with the North Carolina Department of Transportation (NCDOT), Structure Management Unit to review and identify structural deficiencies, if any, for all bridges on this corridor. The NCDOT inspects each bridge in North Carolina at least every two years in accordance with the National Bridge Inspection Standards. The consultant team will obtain and review the most recent bridge inspection reports for bridges on NCDOT-owned roadways. A summary of the NCDOT bridge reports will be included in the Master Plan document and will inform bridge rehabilitation recommendations made by the consultant team. The consultant team will contact the City of Durham and obtain information and data on any bridges and crossings that are not owned by the NCDOT.

Based on the on-the-ground field and desk reviews the consultant team will develop bridge and crossing recommendations. Bridge recommendations will include associated rehabilitation costs to repair any deficiencies, in addition to costs to convert or replace each existing bridge from rail use to shared-use trail use. Crossing recommendations will include at-grade (trail and roadway) intersection treatment diagrams and infrastructure recommendations for any new stream and drainage crossings. Cost estimates for crossing recommendations will be prepared and included in the Master Plan. Recommendations developed for this sub task should be organized by project segments identified during the Trail Development & Phasing Plan sub task.

#### **2.2.4 Legal Title, Liability, and Operating Cost Research**

*Legal Title Research:* The consultant team will examine the current recorded ownership information for the rail corridor and each parcel that adjoins the rail corridor. This examination will include identification of the legal descriptions available for current ownership for each property online. Property deeds will be researched in-person at the Durham County Office of Tax Administration. For insurance purposes, it is required that a Title Company or Attorney perform the research and that the historical property ownership is traced back as far back as possible. The results of research will be presented as an "Opinion of Title Letter" or a "Report of Title" that will be included as an appendix to the Master Plan document.

*Liability Research:* The consultant team will also review, if available, any insurance held by Norfolk Southern Corporation that would protect them against damage to assets and general liability. Included in this research would be a summary of any non-railroad leases such as pipe and wire lease that would need to be protected.

*Ownership Cost Research:* The consultant team will review and summarize the annual costs related to owning the Duke Belt Line rail corridor. As the owner of the rail corridor, Norfolk Southern would be responsible for paying property taxes. The consultant team will review and summarize the property tax status and history associated with the rail corridor. Norfolk Southern would also be responsible for maintaining assets such as bridges, drainage structures, or other infrastructure that could have an impact on adjacent property owners or public safety. Costs associated with maintaining infrastructure will be researched and summarized. Many of the railroad ties, rails/tracks, fasteners, baseplates, and other components are still located on the rail line property.

The consultant team will identify existing components and prepare an estimate of potential salvage value.

The results of the legal title, liability, and ownership cost research will be presented in detail in the Master Plan document. Any costs or value determined as part of this task will also be incorporated into the Trail Acquisition Strategy Report and Trail Development and Phasing Plan sections of the Master Plan document.

### **2.2.5 Physical Design Recommendations**

The Master Plan will provide detailed recommendations for converting the existing inactive rail line into a shared-use trail. The recommendations will be developed based on research conducted during the *Introduction, Context, and Historical Background* task and investigations performed for the *Opportunities and Constraints Assessment* task. Task 2.3 includes the development and presentation of detailed recommendations. At a minimum, the Duke Belt Line Trail Master Plan will include physical design recommendations for the topics listed below.

- The mitigation of identified environmental hazards or risks
- Trail surface and user types recommendations (including American with Disability Act (ADA) considerations)
- Trail cross-section recommendations with graphics or illustrations
- Feature and overlook area recommendations (including ADA considerations)
- Opportunities for inclusion of public art into the facility, as well as plazas, event areas, fountains, dining, trees, landscape areas and connections between the trail and adjacent buildings and development
- Crime Prevention Through Environmental Design (CPTED) recommendations (see below)
- Roadway crossing treatment recommendations (including ADA considerations)
- Trail head area recommendations (including ADA considerations)
- Trail connectivity recommendations including spur trails, connections to existing and proposed City trail network (including the Downtown Trail, American Tobacco Trail, and Ellerbee Creek Trail), as well as connections to existing and proposed bicycle and pedestrian facilities (including ADA considerations)
- Bridge retrofits/replacements and structural improvement recommendations
- Customized Design Guidelines (see below)

All recommendations will be supported by GIS-based maps, photos, advanced visualizations or other appropriate illustrations and graphics, descriptive statements, and citations or references for trail design standards or guidelines that support and inform the recommendation.

### **2.2.6 Safety & Security Evaluation:**

*Crime Prevention through Environmental Design (CPTED)*: Personal safety, both real and perceived, heavily influences a trail user's decision to use a trail and a community to embrace a trail system. Proper design must address both the perceived safety issues

(e.g., feeling safe or fear of crime) as well as actual safety threats (e.g., physical safety concerns such as infrastructure failure, or safety in terms of criminal acts). There may be a perception that certain areas of the trail corridor are unsafe. These areas will be the focus of particular attention during the Safety & Security Evaluation. This evaluation will contain recommendations to improve overall safety along the trail. It will include an assessment based on the Crime Prevention through Environmental Design (CPTED) principles to reduce opportunities for crime, perception of crime and undesired behavior that may be inherent in the corridor.

The consultant team will develop specific design recommendations that include clearly defining access points, public walkways and paths; a comprehensive wayfinding system, including identification of cell service areas; improving sight lines; eliminating entrapment areas; implementing barriers such as fencing and hostile vegetation to reduce incidences of trespass and control access; implementing uniform and efficient lighting where needed; pedestrian crossing issues at the trailhead, improvements to the limited sight distance at certain at-grade crossings, improvements to the section that has limited visibility in the ravine areas, and establishing a routine maintenance program.

The consultant team will evaluate the capacity of local emergency and public safety agencies to respond to service calls within the trail corridor. The consultant team will prepare recommendations for additional enforcement and education programs that may include volunteer trail patrols, adopt-a-trail programs, “Share the Trail” education, interpretive walks, and group ride or walk events. The consultant team should utilize the recently completed trail safety analysis completed for the American Tobacco Trail in determining design and programming recommendations for the Duke Belt Line Trail project.

*Customized Multi-Modal Design Guidelines:* The consultant team will provide customized design guidelines for shared-use trail development **and** connections to other City bicycle and pedestrian infrastructure. The design guidelines will be consistent with, and developed based on the standards and guidelines described below.

- The Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD).
- American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, updated in June 2012.
- The National Association of City Transportation Officials’ (NACTO) Urban Bikeway Design Guide, Urban Street Design Guide, and Transit Street Design Guide.
- The United States Access Board’s proposed Public Rights-of-Way Accessibility Guidelines (PROWAG).
- 2010 American with Disabilities Act Standards for Accessible Design (2010 Standards).

- The North Carolina Department of Transportation Complete Streets Planning and Design Guidelines, released in 2012.

## **2.3 Implementation Program**

### **2.3.1 Acquisition Strategy Report**

The City of Durham, in partnership with NCDOT and other stakeholders, has been pursuing the purchase of the inactive Duke Belt Line rail corridor from Norfolk Southern Corporation for a number of years. In 2007, the City of Durham procured a property appraisal for the inactive rail corridor and attempted property acquisition negotiations with Norfolk Southern Corporation. Since then, the City has been unable to reach an agreement with Norfolk Southern Corporation on the fair market value of the inactive rail corridor.

The consultant team will research, consider, and prepare an acquisition strategy report for the Duke Belt Line rail corridor and any adjacent properties identified in the Physical Design section (Task 2.2.5) for trail head areas or trail support areas. The report will present the advantages and disadvantages of each acquisition strategy. At a minimum, the report will include strategies such as donation, purchase, long term lease, and condemnation. Each strategy will also identify necessary action steps, potential partners and stakeholders, economic investment strategies, and City representative(s) that should serve as the lead facilitator or negotiator. The report will clearly identify a preferred acquisition strategy. The preferred acquisition strategy will be presented in detail and action steps will be provided.

### **Alternative Task 2.3.1 Implementation Strategy Report**

In the event that the rail corridor is purchased from Norfolk Southern Corporation prior to, or during the early phases of the Duke Belt Line Trail Master Plan project, Task 2.4.1 will be modified to become an **Implementation Strategy Report that focuses on financing and phasing for the conversion of the rail corridor into a shared-use trail**. The specific requirements of this task will be more fully described during the contracting process with the selected consultant but at the very least will include:

- An implementation strategy report for the construction of a shared-use trail located on the Duke Belt Line rail corridor and the acquisition, construction, and/or improvement to any adjacent properties identified in the Physical Design section for trail head areas or trail support areas.
- The report will discuss the recommendations presented in the Trail Development & Phasing Plan (Task 2.4.2) and present financing strategies for each proposed phase. Each strategy will identify necessary action steps, potential partners and stakeholders, anticipated staff resources or workload projects, economic investment strategies, and City representative(s) that should serve as the lead facilitator or negotiator.
- The report will clearly identify a schedule for each phase of development. The schedule will be detailed, breaking each phase into smaller, sub-phases including

but not limited to identifying possible funding, programming funding into long range plans, scheduling NEPA, scheduling Right-of-Way, and Construction.

- The report will also include performance measures that can be used to evaluate the success of each phase.

### **2.3.2 Trail Development & Phasing Plan**

The consultant team will collaborate with City staff to generate an appropriate and realistic development and phasing plan for the future Duke Belt Line Trail. The development and phasing plan will consider the Duke Belt Line Trail one complete, linear project with specific feature areas, trail head areas, and access points. The design and construction phases will also view the conversion of the rail corridor to a shared-use trail as one complete project because significant cost savings can be gained by designing and permitting the shared-use trail as a single project. However, it is likely that financial constraints will require the shared-use trail to be completed in several sections as funding becomes available. The development and phasing plan shall prioritize conversion of the rail corridor into a shared-use trail into logical and functional project segments. Each project segment will illustrate and detail the specific recommendations from the Physical Design section of the Duke Belt Line Trail Master Plan. Each project segment will also include a review and summary of economic investment strategies that would aid in the successful development of the segment.

*Construction Cost Estimates:* The consultant team will prepare and include conceptual level estimates of probable cost for each project segment. Each project segment with associated cost estimates will also have corresponding funding resource recommendations. The cost estimates and funding resource recommendations will be used for funding programming and project prioritization purposes.

### **2.4.1 Operations and Maintenance Plan**

The consultant team will interview City Department Heads to determine effective structure and division of labor for on-going operations and maintenance related to the future Duke Belt Line Trail. A summary of findings will be presented as a technical memorandum to City Department Heads for feedback, will be revised based on feedback received, and will be reviewed by City Department Heads for final approval. The information included in the technical memorandum will serve as the basis for the Operations and Maintenance Plan in the Master Plan document. The Operations and Maintenance Plan will include, but not be limited to, the following components:

- Maintenance Task Definitions (routine vs. remedial) and
- Recommended Inspection and Maintenance Schedules (including bridges)
- Maintenance Safety Checklist
- Operational Policy Recommendations
- Operations & Maintenance Division of Labor
- Operations & Maintenance Cost Estimates for a Rail to Trail Project
- Operations & Maintenance Funding Resources
- System for reporting, documenting, and responding to maintenance requests

*Task 2 Deliverables: Development of GIS data and maps, generation of recommendations including graphics, illustrations, tables, and any other content necessary to communicate the recommendations for the Duke Belt Line Master Plan. Deliverable is the Draft Duke Belt Line Master Plan document that includes all work performed under all Task 2 subtasks. The consultant team will present the draft Duke Belt Line Master Plan to the Durham City Council.*

### **Task 3. Final Plan Document & Final Plan Presentation & Project Deliverables**

The consultant team will provide an electronic copy of the Draft Duke Belt Line Trail Master Plan to the City of Durham Project Manager(s) for review and comment. The Project Manager(s) will distribute the electronic copy to City Departments and the project steering committee for review and comments. The Project Manager(s) will collect and compile all comments from the City Departments and the project steering committee and provide one master list of comments to the consultant team. In response to the master list of comments, the consultant team will make revisions to the Draft Duke Belt Line Trail Master Plan document to create the Revised Draft Duke Belt Line Trail Master Plan. The Project Manager(s) will receive an electronic copy of the Revised Draft Duke Belt Line Trail Master Plan for final review and approval. The Project Manager(s) will provide any final or outstanding comments to the consultant team. Final comments from the Project Manager(s) will be incorporated into the Revised Draft Duke Belt Line Trail Master Plan to produce a Final Duke Belt Line Trail Master Plan. The consultant team will present the Final Duke Belt Line Trail Master Plan to up to three (3) elected or appointed boards in Durham.

*Task 3 Deliverables: Five bound hard copies of Final Duke Belt Line Master Plan; Two unbound print-ready copies of Final Duke Belt Line Master Plan; One electronic PDF of Final Duke Belt Line Master Plan; Three (3) Final Plan Presentations; DVD with all original content generated for Duke Belt Line Trail Master Plan document including but not limited to Adobe files, MS word files, ArcMap documents, original graphics, maps, GIS data, illustrations, photos, PowerPoints, and meeting boards.*

## Exhibit B. Estimated Schedule

Planned Consultant Selection Date	March 1, 2016
Planned Start of Project Date	June 1, 2016
Planned Public Participation Strategy Start	June 1, 2016
Planned Public Participation Strategy End	October 1, 2016
Planned Project Vision, Goals & Objectives Start	June 1, 2016
Planned Project Vision, Goals & Objectives End	October 1, 2016
Planned Existing Conditions & Corridor Features Start	June 1, 2016
Planned Existing Conditions & Corridor Features End	November 1, 2016
Planned ROW, Utility Covenant & Easement Review Start	June 1, 2016
Planned ROW, Utility Covenant & Easement Review End	February 1, 2017
Planned Title VI/Environmental Justice Analysis Start	June 1, 2016
Planned Title VI/Environmental Justice Analysis End	February 1, 2017
Planned Analysis of Existing Bridges Start	October 1, 2016
Planned Analysis of Existing Bridges End	May 1, 2017
Planned Analysis of Economic, Social & Health Impact Start	October 1, 2016
Planned Analysis of Economic, Social & Health Impact End	May 1, 2017
Planned Safety & Security Evaluation Start	October 1, 2016
Planned Safety & Security Evaluation End	April 1, 2017
Planned Trail Development Guidelines Start	October 1, 2016
Planned Trail Development Guidelines End	April 1, 2017
Planned Development of Phasing & Funding Strategy Start	November 1, 2016
Planned Development of Phasing & Funding Strategy End	June 1, 2017
Planned Development of Construction Cost Estimates Start	November 1, 2016
Planned Development of Construction Cost Estimates End	June 1, 2017
Planned Development of Maintenance Cost Estimates Start	November 1, 2016
Planned Development of Maintenance Cost Estimates End	June 1, 2017
Development of Physical Design Recommendations Start	November 1, 2016
Development of Physical Design Recommendations End	June 1, 2017

Review of Potential Rail Line Abandonment or Sale of Individual Parcels Start	November 1, 2016
Review of Potential Rail Line Abandonment or Sale of Individual Parcels End	June 1, 2017
Development of Implementation Program (Acquisition and Funding Strategies) Start	November 1, 2016
Development of Implementation Program (Acquisition and Funding Strategies) End	June 1, 2017
Development of Final Plan Document, Public Presentations, and Project Deliverables Start	October 1, 2016
Development of Final Plan Document, Public Presentations, and Project Deliverables End	February 1, 2018
Planned Public Meeting	October 1, 2016
Planned Draft Project Report Date	July 1, 2017
Planned Public Hearing	September 1, 2017
Planned Final Project Report Date	November 1, 2017
Planned Project Completion Date	February 1, 2018
Planned Project Closeout Date	April 1, 2018

### Exhibit C. Estimated Project Budget

<b>Activity</b>	<b>FY14 TIGER Funds</b>	<b>Local Funds (City of Durham)</b>	<b>Project Cost</b>
Public Participation Strategy	\$34,009	\$0	\$34,009
Project Vision, Goals & Objectives	\$1,400	\$0	\$1,400
Existing Conditions & Corridor Features	\$33,300	\$0	\$33,300
ROW, Utility Covenant & Easement Review	\$10,500	\$0	\$10,500
Title VI/Environmental Justice Analysis	\$8,400	\$0	\$8,400
Analysis of Existing Bridges	\$17,304	\$0	\$17,304
Analysis of Economic, Social & Health Impact	\$0	\$0	\$0
Safety & Security Evaluation	\$5,600	\$0	\$5,600
Trail Development Guidelines	\$5,600	\$0	\$5,600
Development of Phasing & Funding Strategy	\$16,000	\$0	\$16,000
Development of Construction Cost Estimates	\$16,000	\$0	\$16,000
Development of Maintenance Cost Estimates	\$25,600	\$0	\$25,600
Development of Physical Design Recommendations	\$48,987	\$26,613	\$75,600
Review of Potential Rail Line Abandonment or Sale of Individual Parcels	\$0	\$5,600	\$5,600
Development of Implementation Program (Acquisition and Funding Strategies)	\$0	\$22,400	\$22,400
Development of Final Plan Document, Public Presentations, and Project Deliverables	\$0	\$20,387	\$20,387
<b>Total</b>	<b>\$222,700</b>	<b>\$75,000</b>	<b>\$297,700</b>