

GoTriangle
Operations & Finance Committee
Wed, February 28, 2018 10:30 am-11:45 am

I. Call to Order and Adoption of Agenda

ACTION REQUESTED: Adopt agenda.

(1 minute Michael Parker)

II. Draft Minutes - January 24, 2017

ACTION REQUESTED: Approve minutes.

(1 minute Michelle Dawson)

III. D-O LRT Project Final Design Reimbursement Agreements for Railroads and Utilities

ACTION REQUESTED: Recommend approval of subject agreements with the railroads and utilities as presented for final design reimbursement for FY18-20, with a total dollar amount not to exceed \$1.5 million, and authorize the GM to execute agreements consistent with those terms.

(15 minutes Danny Rogers)

Example Draft Utility Reimbursement Agreement

Example Draft Railroad Reimbursement Agreement

IV. Wake Transit FY 2018 Q2 Proposed Amendments

ACTION REQUESTED: Recommend Board approval of amendments as presented.

(10 minutes Steven Schlossberg)

TPAC Q2 Amendment Packet

Financial Impact

V. Contracting for Commuter Vanpool Services for GoTriangle Vanpool Program

(15 minutes John Tallmadge)

Section 5307 Trend data

VI. Adjournment

(Michael Parker)

**GoTriangle Board of Trustees
Operations & Finance Committee Meeting Minutes
January 24, 2018**

Board Room, The Plaza, 4600 Emperor Blvd., Suite 100
Durham, NC

Committee Members Present:

Mary-Ann Baldwin (by phone)
Sig Hutchinson

Michael Parker

Committee Members Absent:

Valerie Jordan (excused)
Andy Perkins (excused)

Ellen Reckhow (excused)
Steve Schewel (excused)

Michael Parker called the meeting to order at 10:38 am.

I. Adoption of Agenda

Action: On motion by Hutchinson and second by Baldwin the agenda was adopted. The motion was carried unanimously.

II. Approval of Minutes

Action: On motion by Baldwin and second by Hutchinson the Committee approved the minutes of the October 30, 2017, meeting. The motion was carried unanimously.

III. Revised Travel Policy

Action: On motion by Baldwin and second by Hutchinson the Committee voted to recommend Board approval of the revised Travel Policy. The motion was carried unanimously.

V. Wake Transit FY 2018 Q2 Proposed Amendments

Steven Schlossberg's presentation is attached and hereby made a part of these minutes.

Baldwin asked who makes the final decision. General Manager Mann responded that the GoTriangle Board of Trustees and the CAMPO Executive Board both approve the work plan each year. Responsibility for specific tasks is based on the implementing agency.

Action: On motion by Hutchinson and second by Baldwin the Committee voted to recommend Board approval of the proposed FY18 Q2 amendments to the Wake County Transit Plan. The motion was carried unanimously.

IV. Draft Fare Change Proposal

John Tallmadge explained that GoTriangle has been involved in a conversation to provide transit free to youth in the region. Durham was further along in its process and has a student-focused approach with different parameters. GoTriangle has worked with Cary, Raleigh and Wake County on a youth fare pass proposal. It requires public comment and a Title VI analysis before approval.

Parker commented on the elimination of transfers. He asked about a simpler method of issuing the transfers, such as a pre-printed slip. Tallmadge noted that the purchase of a day pass would accommodate those passengers currently using transfers and would not result in a fare increase.

Tallmadge stated that the proposal would offer fare free for youth aged 18 and under, and includes the GoRaleigh and GoCary systems. He stated the group is working on a simple system for managing the identification of these youth because the school IDs are all different.

Tallmadge stated that this item would come back to the Committee in March or April with a final recommendation.

VI. Adjournment

Action: The meeting was adjourned at 11:04 am.

Michael Parker, Committee Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board of Trustees

MEMORANDUM

TO: GoTriangle Operations & Finance Committee

FROM: Durham-Orange Light Rail Transit (D-O LRT) Project Team

DATE: February 16, 2018

SUBJECT: **D-O LRT Project Final Design Reimbursement Agreements for Railroads and Utilities**

Strategic Objective or Initiative Supported

This item supports Strategic Objective 1.1, “Increase number of customers served with Sustainable Transportation Services.”

Action Requested

Staff requests that the Committee recommend approval of the subject agreements with the railroads and utilities listed below for final design reimbursement for FY18 through FY20, with a total dollar amount not to exceed \$1.5 million, and authorize the General Manager to execute agreements consistent with those terms.

Contract #	Entity	Value
18-004	Duke Energy Carolinas	\$ 200,000
18-005	AT&T North Carolina	\$ 200,000
18-006	Frontier Communications	\$ 150,000
18-007	PSNC Energy	\$ 200,000
18-009	Charter Communications	\$ 200,000
18-010	CenturyLink f/k/a Level(3)	\$ 150,000
18-014	North Carolina Railroad Company	\$ 200,000
18-015	Norfolk-Southern Railroad	\$ 200,000

Background and Purpose

Coordination with railroads and utility companies is a critical component of the final design of the Durham-Orange Light Rail Transit (D-O LRT) Project.

The D-O LRT Project is within the North Carolina Railroad Company (NCRR) corridor for 1.8 miles in downtown Durham, and will operate adjacent to Norfolk-Southern Railroad (NSR) within that corridor. As a result, NCRR and NSR will ultimately have approval authority over the design within this corridor; therefore, it is critical to obtain timely review and input from the railroads as the design advances. The subject agreements will allow GoTriangle to reimburse the railroads for their

time and expenses for review of D-O LRT Project plans at final design milestones (e.g., 50 percent, 90 percent).

The D-O LRT Project interfaces with numerous existing utilities throughout the alignment. Ultimately, agreements with each utility company for resolution of each identified conflict will be required. The final design reimbursement agreement with each utility will provide for utility company staff and/or consultants to evaluate the D-O LRT Project design plans and develop plans to resolve identified conflicts (e.g., relocation, protection-in-place). Reimbursement agreements with six major utilities within the corridor have been prioritized by the project team and are requested in this memorandum. Additional reimbursement agreements with smaller utilities may also be required.

Reimbursement agreements for design review are also needed for NCDOT and local governments; the not-to-exceed amounts for these agreements are not expected to exceed the General Manager's signature authority.

Financial Impact

The maximum not-to-exceed amount for the agreements listed in this memorandum is \$1.5 million, to be funded through the remainder of FY18, FY19, and FY20.

These agreements will be funded as part of the D-O LRT Project, with local revenues from the Durham and Orange funds. These expenses are reimbursable at 50 percent when the New Starts Full Funding Grant Agreement is ultimately awarded.

The total FY18 budget for final design reimbursement is \$785,000, which is sufficient to fund the FY18 activities associated with these agreements. Additional funds required for the balance of the work will be budgeted for FY19 and FY20.

Attachments

- Example draft utility reimbursement agreement
- Example draft railroad reimbursement agreement

Staff Contact(s)

Danny Rogers, 919-482-8666, drogers@gotriangle.org



**NORTH CAROLINA
DURHAM COUNTY**

**REIMBURSEMENT AGREEMENT FOR
FINAL DESIGN OF THE DURHAM-ORANGE
LIGHT RAIL TRANSIT PROJECT**

**RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION AUTHORITY
D/B/A GOTRIANGLE**

AND

GOTRIANGLE CONTRACT NUMBER: 18-005

AT&T NORTH CAROLINA

THIS REIMBURSEMENT AGREEMENT FOR FINAL DESIGN OF THE DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT (Agreement) is made and entered into on the last date executed below, by and between the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle), a public body and body corporate and politic of the State of North Carolina, and AT&T North Carolina (Reimbursee). GoTriangle and Reimbursee may be referred to individually as a “Party” and collectively as the “Parties.”

I. RECITALS

A. GoTriangle

Pursuant to N.C.G.S. §§ 160A-600 *et seq.*, GoTriangle is a regional public transportation authority organized and operating in Durham, Orange, and Wake Counties, North Carolina. In December 2013, GoTriangle requested permission from the United States Department of Transportation Federal Transit Administration (FTA) to enter the Durham-Orange Light Rail Transit (D-O LRT) Project into the New Starts Project Development phase. In February 2014, FTA granted that request. FTA issued a Record of Decision (ROD) in February 2016 and an Amended ROD in December 2016 for the D-O LRT Project. In February 2017, GoTriangle submitted an application for the D-O LRT Project to enter the Engineering Phase of the New Starts process (Final Design). In July 2017, FTA admitted the D-O LRT Project into Final Design.

B. Reimbursee

Reimbursee is a public utility and owns certain right-of-way and holds other real property interests in Durham and Orange Counties, North Carolina (Property). Reimbursee also owns and/or operates certain communications-related installations, structures, equipment, apparatus, appliances, or facilities in, upon, under, over, across, or along the Property and other real property (Facilities).

C. D-O LRT Project

The D-O LRT Project is a 17.7-mile light rail transit service which will provide connections between the University of North Carolina at Chapel Hill (UNC) Hospitals; the UNC campus; the William and Ida Friday Center for Continuing Education; Patterson Place; the South Square area; Duke University; the Duke University and Durham Veterans Affairs Medical Centers; downtown and east Durham; and North Carolina Central University. Multimodal connections at the light rail stations will seamlessly connect transit passengers. At least eighteen (18) stations are planned, and up to 4,000 parking spaces will be provided along the D-O LRT Project alignment. In addition, a rail operations and maintenance facility (ROMF) will be constructed to accommodate the D-O LRT fleet (18 cars, including spares). **See Attachment A, D-O LRT**

Project Alignment Map, which is specifically incorporated by reference as if the same were fully set forth herein.

D. Final Design

As part of the Engineering Phase, GoTriangle must complete the Final Design (i.e., 100% design) of the D-O LRT Project. As part of the Final Design process, GoTriangle is aware that the design, construction, operation, and maintenance of the D-O LRT Project will require certain provisions, removals, and/or relocations to be made to Reimbursee's Property and/or Facilities.

GoTriangle will prepare engineering plans for the design of the D-O LRT Project. GoTriangle requests that Reimbursee: provide information as requested; review the preliminary engineering plans for those portions of the proposed D-O LRT Project that will require certain provisions, removals, and/or relocations to be made to Reimbursee's Property and/or Facilities; coordinate with GoTriangle during Final Design regarding the interfaces of the D-O LRT Project and Reimbursee's Property and/or Facilities; based on preliminary engineering plans provided by GoTriangle, design the relocation of Reimbursee's Facilities in close coordination with GoTriangle; and review the 90% engineering plans to confirm the appropriate coordination between the D-O LRT Project and the interfaces with Reimbursee's Property and/or Facilities.

GoTriangle will reimburse Reimbursee for Reimbursee's actual costs of performance pursuant to this Agreement, whether such work is performed internally by Reimbursee's in-house personnel or by third party consultants engaged by Reimbursee.

E. Continued Coordination

The Parties acknowledge that as the D-O LRT Project advances to construction and through operations, close coordination and additional agreements and contracts may be required. GoTriangle will reimburse Reimbursee for Reimbursee's actual costs of the continued coordination, additional agreements, and the tasks and scope of work associated therewith.

NOW, THEREFORE, in order to facilitate the orderly and expeditious completion of the Final Design of the D-O LRT Project, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GoTriangle and Reimbursee, the Parties agree as follows:

II. TERMS AND CONDITIONS

A. Term of the Agreement

This Agreement shall commence on _____ and continue until December 31, 2020 (Term) or until this Agreement is terminated pursuant to Section II.I.ii. This Agreement may be extended by mutual agreement of the Parties and the availability of funds and personnel for that purpose.

B. Scope of Work

As requested by either Party, the other Party shall attend any office and/or field meetings and staff such meetings with the appropriate personnel. As requested by GoTriangle, Reimbursee shall provide review, comment, and design (including preparing plans, sketches, or drawings) on Engineering Phase cost estimates, designs, and engineering plans, including co-locating Reimbursee's Facilities with other entities, for the portions of the D-O LRT Project that GoTriangle reasonably believes will require certain provisions, removals, and/or relocations to be made to Reimbursee's Property and/or Facilities (Work).

C. Performance of the Work

In performing the Work under this Agreement, Reimbursee shall use either qualified in-house personnel and/or enter into contracts with qualified third party consultants.

D. Reimbursement by GoTriangle

Reimbursee shall invoice GoTriangle for the actual rates and costs for Reimbursee's in-house personnel and for any third party consultants retained by Reimbursee to perform the Work pursuant to this Agreement. GoTriangle shall reimburse Reimbursee for the actual rates and costs invoiced by Reimbursee for the Work performed pursuant to this Agreement, up to and including an amount not to exceed two hundred thousand and 00/100 dollars (\$200,000.00) (NTE Amount). Reimbursee shall provide GoTriangle with billing documentation and any other materials as may be required by the FTA.

i. Invoicing GoTriangle

Reimbursee agrees that all itemized invoices submitted to GoTriangle shall reasonably substantiate the actual incurred rates and costs for the Work and/or any other required and mutually agreed upon (in writing) tasks associated with the D-O LRT Project. Reimbursee shall submit an itemized invoice and a progress report based on the Work satisfactorily completed to GoTriangle not more frequently than every thirty (30) days.

The rates and costs for both Reimbursee's in-house personnel and for any third party consultants retained by Reimbursee to perform the Work under this Agreement shall be presented to GoTriangle in a manner to preserve Reimbursee's confidentiality concerns governing disclosure of any of Reimbursee's in-house rates and costs and those of any third party consultant retained by Reimbursee.

ii. Payment Terms

GoTriangle, within thirty (30) days of receipt of an invoice from Reimbursee, shall review and reimburse one hundred percent (100%) of the rates and costs invoiced, unless GoTriangle within ten (10) days of receipt of the invoice notifies Reimbursee that it has a question about an invoiced cost. GoTriangle agrees to reimburse Reimbursee in full within thirty (30) days of receipt of an invoice for all costs invoiced about which GoTriangle does not question Reimbursee. In the event GoTriangle has a question about an invoiced cost from Reimbursee, the designated representatives of the Parties agree to discuss promptly the questioned cost(s) and to make reasonable efforts to resolve the matter(s). If the designated representatives cannot resolve the matter(s) within thirty (30) days after receiving notice of the questioned cost(s) from GoTriangle, the appropriate manager of Reimbursee and the General Manager of GoTriangle shall meet promptly to resolve the matter(s).

iii. Auditing

Reimbursee shall maintain books and records supporting all amounts invoiced to GoTriangle during the performance of the Work. Reimbursee shall preserve such books and records for the duration of this Agreement and for three (3) years thereafter, during which time upon five (5) calendar days' prior written notice, GoTriangle employees or GoTriangle retained accountants (including representatives of the Federal or State government with oversight over the D-O LRT Project) shall have access to only the directly pertinent records relating to the amounts invoiced from Reimbursee to GoTriangle and shall have the right to make any copies thereof for the purpose of auditing or verifying

such; provided, however, the foregoing is subject to the confidentiality terms of this Agreement (Section II.E.) and at all times GoTriangle employees and GoTriangle retained accountants shall adhere to and be bound by the Confidentiality terms of this Agreement.

E. Confidentiality

The Parties recognize that GoTriangle is a public agency and is subject to North Carolina Public Records Law (N.C.G.S. §§ 132.1 *et seq.*) and other requirements under Federal and State law. The Parties understand and agree that in the course of performing under this Agreement they may have access to each other's confidential and proprietary business and technical information including, but not limited to, data, reports, documents, drawings, models, plans, surveys, schedules, studies, maps, estimates, and specifications relating to the Work, Property, Facilities, GoTriangle's constructed or planned facilities, either Party's business, and either Party's research activities (collectively, Proprietary Information). The Parties agree to keep all such Proprietary Information confidential and further agree not to use or disclose to any third party any such Proprietary Information, except as required for Reimbursee to perform the Work, or as required for GoTriangle pursuant to Federal or State law. The foregoing provision does not apply to information already in the public domain or given to Reimbursee by parties other than GoTriangle or GoTriangle's consultants, or to GoTriangle by parties other than Reimbursee or its third party consultants.

F. Federal Contracting Requirements

i. Federal Applicability

The Work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Reimbursee is responsible for complying with all applicable provisions, including the Federal requirements contained herein, but only with regard to the Work to be performed under this Agreement.

ii. Buy America

Reimbursee agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Reimbursee shall develop designs that comply with the Buy America requirements. GoTriangle may investigate Reimbursee's and any of its third party consultants' or suppliers' compliance with this provision. If an investigation is initiated, Reimbursee shall document its compliance and cooperate with the investigation. Reimbursee shall include the terms of this provision in every third party consultant contract, subcontract, or purchase order as necessary to enforce such provision. **See Attachment B (Letter of Certification).**

G. Ownership of Materials

Each Party shall maintain ownership of any materials or work product generated by that Party in the performance of this Agreement.

H. No Representations; No Warranties; Disclaimer and Limitation of Liability

Regardless of the nature of the cause of action, whether in contract, tort, or otherwise, in no event shall Reimbursee or GoTriangle be liable to each other or to any third party for any consequential, special, reliance, indirect, or punitive damages, regardless of whether Reimbursee or GoTriangle knew or should have known of the possibility of such damages.

I. Other Provisions

i. Agreement Modifications

Any changes, amendments, corrections, modifications, or additions to this Agreement shall be by an amendment in writing; shall be executed and approved by the duly authorized representative (or her/his designee) of each respective Party; shall be in accordance with applicable law; and shall become effective upon approval by both GoTriangle and Reimbursee.

ii. Termination of Agreement

Either Party shall have the right to terminate this Agreement at any time for its convenience. The terminating Party shall notify the other Party in writing at least sixty (60) days in advance of an election to terminate this Agreement.

Either Party may terminate this Agreement for a material breach with thirty (30) days' advance written notice specifying the breach to the other Party. After receiving notice of breach, the notified Party shall have a time period of no more than thirty (30) days to cure the breach to the reasonable satisfaction of the notifying Party. If the breach is not cured or cannot reasonably be cured in the notice period, the Agreement shall terminate unless the Parties otherwise agree in writing.

This Agreement is void and unenforceable if all or part of Federal, State, or local funds applicable to this Agreement are not available to GoTriangle.

GoTriangle's obligations under this Agreement are subject to the availability of authorized funds, determined by GoTriangle's fiscal budget, which runs from July 1 to June 30 of each fiscal year. GoTriangle may terminate this Agreement, or any part of the Work, without prejudice to any right or remedy of GoTriangle, for insufficient funds.

If this Agreement is terminated for insufficient funds: (i) GoTriangle will be liable only for payment in accordance with the terms of this Agreement for services rendered and actual Work completed prior to the termination date designated by GoTriangle in its notice of termination; and (ii) Reimbursee shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.

In the event of any termination under the terms of this Agreement, for whatever reason, GoTriangle shall reimburse Reimbursee for all actual Work and costs incurred to that point for completed Work and also for all direct costs Reimbursee reasonably incurs in connection with ending any Work.

iii. Controlling Law and Compliance with Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.

The Parties to this Agreement shall comply with all applicable Federal, State, and local laws and regulations in effect at the time of the execution of this Agreement in the exercise of the Work being performed under this Agreement. In no way shall it be construed or implied that either Party is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and State law.

iv. Notice

All notices, communications, documents, and other materials submitted or exchanged between the Parties pursuant to this Agreement shall be in writing and shall be addressed to the representatives for each Party as set forth below and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or (ii) at the date of actual receipt if mailed by United States mail, postage prepaid, return receipt requested. Notices and other communications shall be directed to the Parties at the addresses listed below:

GoTriangle Contacts

Danny Rogers, PE
D-O LRT Project Director
GoTriangle
Delivery Address: 4600 Emperor Boulevard, Suite 100, Durham, North Carolina 27703
US Mail: P.O. Box 13787, RTP, North Carolina 27709
Email: drogers@gotriangle.org
Telephone: 919.485.7579

And a copy to:

Shelley Blake, General Counsel
GoTriangle
Delivery Address: 4600 Emperor Boulevard, Suite 100, Durham, North Carolina 27703
US Mail: P.O. Box 13787, RTP, North Carolina 27709
Email: sblake@gotriangle.org
Telephone: 919.485.7561

Reimburse Contact

And a copy to:

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Agreement unless and until confirmed in writing by the Party to whom the communication was sent. A Party shall promptly notify the other Party if there is a change regarding the person(s) to whom notices and other communications shall be directed.

v. Non-Waiver

No failure or waiver or successive failures or waivers on the part of either Party, its successors or permitted assigns, in the enforcement of any provision of this Agreement shall operate as a discharge of any such provision nor render the same invalid, nor impair the right of either Party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other Party hereto, its successors or permitted assigns.

vi. Merger

This Agreement constitutes the entire agreement of the Parties, all prior discussions, representations, and agreements being merged herein. The Agreement may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment prepared in accordance with Section II.I.i.

vii. Severability

If any part, term, or provision of this Agreement is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid or illegal.

viii. No Third Party Rights

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Agreement are for the exclusive benefit of the Parties hereto, and no other person or entity shall have any right or claim against either Party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either Party.

ix. Survivorship

Any and all provisions, promises, and warranties contained herein which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the Parties hereto.

x. Successors and Assigns

Subject to the provisions herein, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. No assignment of this Agreement shall be permitted except with the express written consent of the other Party, which consent shall not be unreasonably withheld.

xi. Relationship of the Parties

Nothing contained in this Agreement will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship, or joint venture between the Parties or any of their respective employees, representatives, or agents. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party.

xii. Further Assurances

Either Party, upon the request of the other Party, shall execute and deliver such further documents and instruments as such other Party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

xiii. Time is of the Essence

The Parties acknowledge and agree that time is of the essence with respect to each term and condition of this Agreement.

xiv. Captions and Headings

The captions, headings, and section numbers of this Agreement are for convenience and in no way define or affect the meanings hereof.

xv. Attachments and Exhibits

The Attachments and/or Exhibits attached hereto are an integral part of this Agreement and are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

xvi. Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every one hundred eighty (180) days.

Reimbursee (i) represents that neither it nor its agents, third party consultants, or subcontractors are on the Final Divestment List of persons that the State Treasurer has determined engages in investment activities in Iran; and (ii) agrees that it shall not utilize any subconsultant that is identified on the Final Divestment List to perform the Work under this Agreement.

If Reimbursee receives information that a person is in violation of the Act as stated above, Reimbursee shall immediately notify GoTriangle in writing. GoTriangle will offer Reimbursee an opportunity to respond and GoTriangle will take action as appropriate and as provided for by laws and regulations or this Agreement. Should this Act be repealed, this Agreement shall remain valid.

xvii. Commercial Non-Discrimination

GoTriangle values and promotes the full complement of diversity in the workplace. As a condition of entering into this Agreement, Reimbursee represents and warrants that it shall not discriminate on the basis of race, color, gender, religion, sexual orientation, veteran status, national origin, ethnicity, age, or disability, or for any other reason prohibited by law in the solicitation, selection, hiring, or treatment of third party consultants, vendors, suppliers, subconsultants, or commercial customers in connection with the Work to be performed pursuant to this Agreement, nor shall Reimbursee retaliate against any person or entity for reporting instances of such discrimination.

xviii. Flow Down Requirements

This Agreement shall be specifically incorporated by reference into all third party contracts and subcontracts regarding or pertaining to the Work. All provisions required by laws and regulations or this Agreement shall apply to all subcontracts of any tier.

xix. Construction of Terms

Each Party has agreed to the particular language of this Agreement. Questions of interpretation shall not be resolved by any rule or presumption either for or against the drafter(s), but rather in accordance with the fair and plain meaning of the terms contained herein.

xx. Acknowledgements

Each Party acknowledges that the individual executing this Agreement on its respective behalf is authorized to execute the document and to bind the Party to the terms contained herein. The Parties further acknowledge that they have read this Agreement, conferred with their legal counsel, and fully understand the contents of this Agreement. A copy, electronically scanned copy, or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original.

xxi. Separate Counterparts

This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

CONTINUED ON PAGE FOLLOWING.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver the Agreement.

ATTEST:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY
d/b/a GOTRIANGLE**

BY: _____
NAME: _____
TITLE: _____
DATE: February __, 2018

BY: _____
NAME: Jeffrey G. Mann
TITLE: General Manager
DATE: February __, 2018

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act by GoTriangle. GoTriangle's Federal Tax Identification Number is **561718037**.

Saundra Freeman
CFO & Director of Administrative Services

Reviewed and approved as to legal form by GoTriangle.

Shelley Blake
General Counsel

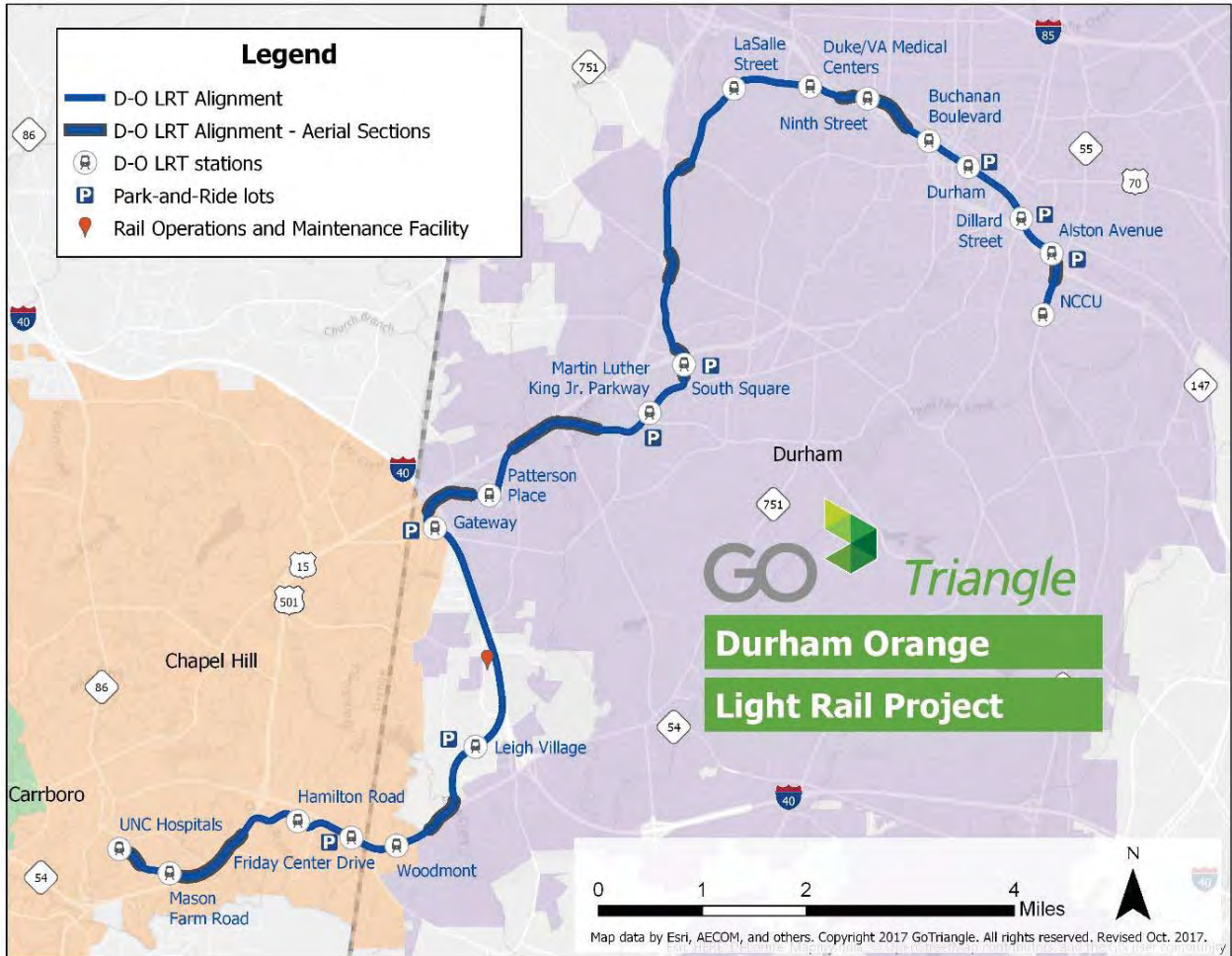
ATTEST:

REIMBURSEE: [Legal Name of Reimbursee]

BY: _____
NAME: _____
TITLE: _____
DATE: February __, 2018

BY: _____
NAME: _____
TITLE: _____
DATE: February __, 2018

ATTACHMENT A D-O LRT PROJECT ALIGNMENT MAP



ATTACHMENT B
BUY AMERICA

Buy America requirements apply to all stages of the D-O LRT Project and continue until final completion of the D-O LRT Project. At the completion of Final Design but prior to construction, a Letter of Certification must be obtained from Reimbursee to certify that the D-O LRT Project design, plans, and specifications that Reimbursee has prepared or caused to be prepared are in compliance with FTA’s Buy America requirements. The form for the Buy America Letter of Certification by Reimbursee is found below.

**BUY AMERICA CERTIFICATION
FOR COMPLIANCE WITH
49 USC § 5323(j)(1)**

It is an obligation of Reimbursee to ensure compliance with all Buy America requirements pertaining to or regarding the Work on the D-O LRT Project performed pursuant to GoTriangle Contract No. 18-____.

Reimbursee hereby certifies that it has complied with the requirements of Title 49 USC § 5323(j) and the applicable regulations in 49 CFR Part 661 pursuant to GoTriangle Contract No. 18-____.

Reimbursee agrees to indemnify and hold GoTriangle free and harmless from and against any and all liability, loss, costs, claims, demands, damage, or expense of every kind or nature whatsoever (including without limitation, reasonable attorneys’ fees and costs of litigation) that GoTriangle suffers or incurs arising from, or out of, or by reason of Reimbursee’s non-compliance with the Buy America requirements pertaining to or regarding the Work on the D-O LRT Project performed pursuant to GoTriangle Contract No. 18-____.

____ Legal Name of Reimbursee
____ Signature of Reimbursee’s Authorized Official
____ Name and Title of Reimbursee’s Authorized Official
____ Date

**NORTH CAROLINA
DURHAM COUNTY**

**REIMBURSEMENT AGREEMENT FOR
FINAL DESIGN REVIEW FOR THE
DURHAM-ORANGE LIGHT RAIL
TRANSIT PROJECT**

**RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION AUTHORITY
D/B/A GOTRIANGLE**

AND

GOTRIANGLE CONTRACT NUMBER: 18-014

NORTH CAROLINA RAILROAD COMPANY

THIS REIMBURSEMENT AGREEMENT FOR FINAL DESIGN REVIEW FOR THE DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT (Agreement) is made and entered into on the last date executed below, by and between the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle), a public body and body corporate and politic of the State of North Carolina, and the North Carolina Railroad Company (NCRR). GoTriangle and NCRR may be referred to individually as a “Party” and collectively as the “Parties.”

I. RECITALS

A. GoTriangle

Pursuant to N.C.G.S. §§ 160A-600 *et seq.*, GoTriangle is a regional public transportation authority organized and operating in Durham, Orange, and Wake Counties, North Carolina. In December 2013, GoTriangle requested permission from the United States Department of Transportation Federal Transit Administration (FTA) to enter the Durham-Orange Light Rail Transit (D-O LRT) Project into the New Starts Project Development phase. In February 2014, FTA granted that request. FTA issued a Record of Decision (ROD) in February 2016 and an Amended ROD in December 2016 for the D-O LRT Project. In February 2017, GoTriangle submitted an application for the D-O LRT Project to enter the Engineering Phase of the New Starts process (Final Design). In July 2017, FTA admitted the D-O LRT Project into Final Design.

B. NCRR

NCRR owns certain right-of-way and other real property interests of approximately 200 feet in width, including the freight and passenger rail line operated and maintained by Norfolk Southern Railway Company (NSR), extending from the City of Charlotte to the Town of Morehead City and commonly known as the North Carolina Railroad Corridor (NCRR Corridor).

C. D-O LRT Project

The D-O LRT Project is a 17.7-mile light rail transit service which will provide connections between the University of North Carolina at Chapel Hill (UNC) Hospitals; the UNC campus; the William and Ida Friday Center for Continuing Education; Patterson Place; the South Square area;

Duke University; the Duke University and Durham Veterans Affairs Medical Centers; downtown and east Durham; and North Carolina Central University. Multimodal connections at the light rail stations will seamlessly connect transit passengers. At least eighteen (18) stations are planned, and up to 4,000 parking spaces will be provided along the D-O LRT Project alignment. In addition, a rail operations and maintenance facility (ROMF) will be constructed to accommodate the D-O LRT fleet (18 cars, including spares). **See Attachment A, D-O LRT Project Alignment Map**, which is specifically incorporated by reference as if the same were fully set forth herein.

D. D-O LRT Project and NCRR Corridor

GoTriangle wishes to study, design, construct, operate and maintain a light rail transit system (Light Rail Line) within a portion of the NCRR 200-foot wide Corridor serving Durham and Orange Counties, North Carolina approximately between Mile Post 53.4 just west of Ninth Street intermittently to Mile Post 56.4 just west of Alston Avenue in Durham for a total distance of 1.8 miles (Transit Segment) and separated from the existing railroad track by a minimum of 55 feet and separated from any future freight, commuter and intercity passenger railroad tracks by a minimum of 40 feet. (The proposed Light Rail Line within the Transit Segment on or along the NCRR Corridor is referred to as “the Project”.) **See Attachment B, Track Alignment Plan and Profile of the Project**, which is specifically incorporated by reference as if the same were fully set forth herein.

E. Final Design

As part of the Engineering Phase, GoTriangle must complete the Final Design (i.e., 100% design) of the D-O LRT Project. As part of the Final Design process, GoTriangle is aware that the design, construction, operation, and maintenance of the D-O LRT Project will require certain provisions, removals, and/or relocations within the NCRR Corridor.

GoTriangle will prepare engineering plans for the design of the D-O LRT Project. GoTriangle requests that NCRR: provide information as requested; review final design engineering plans within the Transit Segment (i.e., fifty percent (50%) and ninety percent (90%)) for the D-O LRT Project; and coordinate with GoTriangle during Final Design.

GoTriangle will reimburse NCRR for NCRR’s actual costs of performance pursuant to this Agreement, whether such work is performed internally by NCRR’s in-house personnel or by third party consultants engaged by NCRR.

F. Continued Coordination

The Parties acknowledge that as the D-O LRT Project advances to construction and through operations, close coordination and additional agreements and contracts will be required. GoTriangle will reimburse NCRR for NCRR’s actual costs of the continued coordination and the tasks and scope of work associated therewith.

NOW, THEREFORE, in order to facilitate the orderly and expeditious completion of the Final Design of the D-O LRT Project, and in consideration of the mutual promises and covenants

contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GoTriangle and NCR, the Parties agree as follows:

II. TERMS AND CONDITIONS

A. Effective Date/Duration

Subject to the terms of this Agreement, including without limitation Section II.I.v., this Agreement will become effective when signed by all Parties and will remain in effect until the completion of all obligations of the Parties, hereto of all work described in the Scope of Work under this Agreement. Any construction for the Project shall be covered by a separate agreement or agreements. By entering into this Agreement, neither GoTriangle nor NCR has committed or agreed to the Project or to entering into any such separate agreement or agreements for the Project. In the event a separate agreement is executed, this Agreement shall be terminated and superseded by the separate agreement. This Agreement may be extended by mutual agreement of the Parties and the availability of funds and personnel for that purpose.

B. Scope of Work

1. **Meetings**

As requested by either Party, the other Party shall attend any office and/or field meetings and staff such meetings with the appropriate personnel.

2. **Review and Comment**

The Transit Segment being considered, and for which fifty percent (50%) and ninety percent (90%) final engineering plans are to be produced, will generally consist of new, separately operated and maintained tracks and train control systems (including signal, communication and traction power systems), stations, and related improvements associated with the construction of a new Light Rail Line located within the NCR Corridor, and separated from the existing or future freight, commuter and intercity passenger railroad tracks to be located in the NCR Corridor. GoTriangle has prepared or will prepare fifty percent (50%) and ninety percent (90%) final engineering plans for the Project and submit those plans to NCR for review and approval. NCR's review and approval is subject to NCR's obligations consistent with the 1999 Trackage Rights Agreement (TRA) between NCR and Norfolk Southern Railway (NSR).

GoTriangle requests that NCR review, at GoTriangle expense, the Project's final engineering design plans prepared by GoTriangle in order to assess the design and the feasibility of locating, constructing, operating and maintaining that portion of the Light Rail Line within the NCR Corridor in light of the five criteria set forth below in this paragraph, including confirming the necessary separation of the Light Rail Line from existing and future freight, commuter and intercity passenger railroad tracks. NCR shall perform other mutually agreed upon final engineering work for the proposed Transit Segment at GoTriangle expense. NCR shall review the preliminary plans to ensure, in NCR's sole discretion, compliance

with (i) the usual and customary construction, engineering, design and maintenance standards and specifications for light rail construction, including the requirements from the existing operating railroads; (ii) the recommended practices as provided in the current AREMA Manual for Railroad Engineering; (iii) customary or recommended safety considerations; (iv) any reasonable standards or requirements of NCRR; and (v) standards or requirements of NCRR's railroad operator consistent with the 1999 TRA between NCRR and NSR. GoTriangle shall document its basis of design in a Design Criteria specific to the Light Rail system and the Project. In preparing the final engineering design plans under this Agreement, GoTriangle shall take into account the other proposed or potential infrastructure projects that NCRR has for the NCRR Corridor within or along the Transit Segment, and NCRR shall take into account its other proposed or potential infrastructure projects when providing its written comments on the preliminary engineering plans for the Transit Segment.

NCRR shall provide to GoTriangle written and other comments on the final engineering plans and designs for the Transit Segment, including recommended engineering design revisions to the plans according to a mutually agreed upon schedule. The review and engineering assessment of the final engineering plans and any design revisions to be performed by NCRR under this Agreement may be performed either by NCRR qualified in-house personnel, by third party consultants engaged by NCRR, or a combination of both. All final engineering design plans for locating a Light Rail Line within the NCRR Corridor and any other work under this Agreement are at all times subject to approval by NCRR. By entering into this Agreement, GoTriangle agrees to reimburse NCRR for reviewing the final engineering plans for the Transit Segment and providing written comments on the proposed plans and design as set forth above. Nothing in this Agreement shall be construed as an agreement by NCRR to approve GoTriangle's proposed plans and design. As requested by GoTriangle, NCRR shall provide review and comment on designs and engineering plans relating to the Project.

3. Time for Providing Comments

GoTriangle will provide the documents as included in Provision B.2 to NCRR for review. NCRR will provide comments on the requested D-O LRT Project documents to GoTriangle within six (6) weeks (i.e., thirty (30) business days) from the date the documents are received for review by NCRR.

4. Bluebeam

It is anticipated that NCRR will utilize Bluebeam software to electronically record NCRR's comments. See Attachment C, Bluebeam Review Procedures, which are specifically incorporated by reference as if the same were fully set forth herein.

C. Performance of the Work

In performing the Work under this Agreement, NCRR shall use either qualified in-house personnel and/or enter into professional services contracts with qualified third party consultants. NCRR, in its sole discretion, is free to choose whether to use qualified in-house personnel and/or third party consultants for performing the Scope of Work under this Agreement.

D. Reimbursement by GoTriangle

NCRR shall invoice GoTriangle for the actual rates and costs for NCRR's in-house personnel and for any third party consultants retained by NCRR to perform the Work pursuant to this Agreement. GoTriangle shall reimburse NCRR for the actual rates and costs invoiced by NCRR for the Work performed pursuant to this Agreement, up to and including an amount not to exceed two hundred thousand and 00/100 dollars (\$200,000.00) (NTE Amount).

NCRR shall provide GoTriangle with billing documentation and any other materials as may be required by the FTA. **See Attachment D, Hourly Billing Rates.** In the event additional qualified in-house personnel perform services, their rates will be provided to GoTriangle. The hourly reimbursement rate for NCRR qualified in-house personnel is subject to annual increases in the discretion of NCRR, but the annual increase for any year shall be no greater than seven and one-half percent (7.5%).

If NCRR enters into service contracts with third party consultants for the work covered under this Agreement, NCRR will invoice GoTriangle for the actual costs that NCRR pays the third party consultants for the work performed. NCRR's costs of overseeing third party firms will be included in NCRR's qualified in-house personnel costs.

1. Invoicing GoTriangle

NCRR agrees that all itemized invoices submitted to GoTriangle shall reasonably substantiate the actual incurred rates and costs for the Work and/or any other required and mutually agreed upon (in writing) tasks associated with the D-O LRT Project. NCRR shall submit an itemized invoice and a progress report based on the Work satisfactorily completed to GoTriangle not more frequently than every thirty (30) days.

2. Payment Terms

GoTriangle, within thirty (30) days of receipt of an invoice from NCRR, shall review and reimburse one hundred percent (100%) of the rates and costs invoiced, unless GoTriangle within ten (10) days of receipt of the invoice notifies NCRR that it has a question about an invoiced cost. GoTriangle agrees to reimburse NCRR in full within thirty (30) days of receipt of an invoice for all costs invoiced about which GoTriangle does not question NCRR. In the event GoTriangle has a question about an invoiced cost from NCRR, the designated representatives of the Parties agree to discuss promptly the questioned cost(s) and to make reasonable efforts to resolve the matter(s). If the designated representatives cannot resolve the matter(s) within thirty (30) days after receiving notice of the questioned cost(s)

from GoTriangle, the appropriate manager of NCRR and the General Manager of GoTriangle shall meet promptly to resolve the matter(s).

3. Auditing

NCRR shall maintain books and records supporting all amounts invoiced to GoTriangle during the performance of the Work. NCRR shall preserve such books and records for the duration of this Agreement and for three (3) years thereafter, during which time upon five (5) calendar days' prior written notice, GoTriangle employees or GoTriangle retained accountants (including representatives of the Federal or State government with oversight over the D-O LRT Project) shall have access to only the directly pertinent records relating to the amounts invoiced from NCRR to GoTriangle and shall have the right to make any copies thereof for the purpose of auditing or verifying such; provided, however, the foregoing is subject to the confidentiality terms of this Agreement (Section II.E.) and at all times GoTriangle employees and GoTriangle retained accountants shall adhere to and be bound by the Confidentiality terms of this Agreement.

E. Confidentiality

The Parties recognize that GoTriangle is a public agency and is subject to North Carolina Public Records Law (N.C.G.S. §§ 132.1 *et seq.*) and other requirements under Federal and State law.

F. Federal Contracting Requirements

The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. NCRR is responsible for complying with all applicable provisions, including the Federal requirements contained herein, but only with regard to the work to be performed under this Agreement, and only insofar as the Federal requirements are applicable to such work.

G. Ownership of Materials

Each Party shall maintain ownership of any materials or work product generated by that Party in the performance of this Agreement.

H. No Representations; No Warranties; Disclaimer and Limitation of Liability

Regardless of the nature of the cause of action, whether in contract, tort, or otherwise, in no event shall NCRR or GoTriangle be liable to each other or to any third party for any consequential, special, reliance, indirect, or punitive damages, regardless of whether NCRR or GoTriangle knew or should have known of the possibility of such damages.

I. Other Provisions

i. **Agreement Modifications**

Any changes, amendments, corrections, modifications, or additions to this Agreement shall be by an amendment in writing; shall be executed and approved by the duly authorized representative (or her/his designee) of each respective Party; shall be in accordance with applicable law; and shall become effective upon approval by both GoTriangle and NCRR.

ii. **Non-Waiver**

No failure or waiver or successive failures or waivers on the part of either Party, its successors or permitted assigns, in the enforcement of any provision of this Agreement shall operate as a discharge of any such provision nor render the same invalid, nor impair the right of either Party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other Party hereto, its successors or permitted assigns.

iii. **Controlling Law and Compliance with Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.

The Parties to this Agreement shall comply with all applicable Federal, State, and local laws and regulations in effect at the time of the execution of this Agreement in the exercise of the Work being performed under this Agreement. In no way shall it be construed or implied that either Party is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and State law.

iv. **Designated Representative**

Dave Charters, PE, Manager of Design and Engineering, or his designee, shall serve as GoTriangle's primary representative for the work on this Project. All correspondence and questions should be directed to him at GoTriangle, PO Box 13787, RTP, North Carolina 27709, by calling 919-485-7558, or by emailing to dcharters@gotriangle.org.

Danny Rogers, PE, D-OLRT Project Director, or his designee, shall serve as GoTriangle's secondary representative for the work on this Project. All correspondence and questions should be directed to him at GoTriangle, PO Box 13787, RTP, North Carolina, 27709, by calling 919-485-7522, or by emailing to drogers@gotriangle.org.

Jim Kessler, P.E., Vice President – Engineering, shall serve as NCRR's representative for this Project. All correspondence and questions should be directed to him at North Carolina Railroad Company, 2809 Highwoods Boulevard,

Raleigh, NC 27604, by calling (919) 954-7601, or by emailing JimKessler@ncrr.com.

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Agreement unless and until confirmed in writing by the Party to whom the communication was sent. A Party shall promptly notify the other Party if there is a change regarding the person(s) to whom notices and other communications shall be directed.

v. Termination of Agreement

Either Party shall have the right to terminate this Agreement at any time for its convenience. The terminating Party shall notify the other Party in writing at least sixty (60) days in advance of an election to terminate this Agreement.

Either Party may terminate this Agreement for a material breach with thirty (30) days' advance written notice specifying the breach to the other Party. After receiving notice of breach, the notified Party shall have a time period of no more than thirty (30) days to cure the breach to the reasonable satisfaction of the notifying Party. If the breach is not cured or cannot reasonably be cured in the notice period, the Agreement shall terminate unless the Parties otherwise agree in writing.

This Agreement is void and unenforceable if all or part of Federal, State, or local funds applicable to this Agreement are not available to GoTriangle.

GoTriangle's obligations under this Agreement are subject to the availability of authorized funds, determined by GoTriangle's fiscal budget, which runs from July 1 to June 30 of each fiscal year. GoTriangle may terminate this Agreement, or any part of the Work, without prejudice to any right or remedy of GoTriangle, for insufficient funds.

If this Agreement is terminated for insufficient funds: (i) GoTriangle will be liable only for payment in accordance with the terms of this Agreement for services rendered and actual Work completed prior to the termination date designated by GoTriangle in its notice of termination; and (ii) NCCR shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.

In the event of any termination under the terms of this Agreement, for whatever reason, GoTriangle shall reimburse NCCR for all actual Work and costs incurred to that point for completed Work and also for all direct costs NCCR reasonably incurs in connection with ending any Work.

vi. Merger

This Agreement constitutes the entire agreement of the Parties, all prior discussions, representations, and agreements being merged herein. The Agreement may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment prepared in accordance with Section II.I.i.

vii. Severability

If any part, term, or provision of this Agreement is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid or illegal.

viii. No Third Party Rights

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Agreement are for the exclusive benefit of the Parties hereto, and no other person or entity shall have any right or claim against either Party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either Party.

ix. Survivorship

Any and all provisions, promises, and warranties contained herein which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the Parties hereto.

x. Successors and Assigns

Subject to the provisions herein, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. No assignment of this Agreement shall be permitted except with the express written consent of the other Party, which consent shall not be unreasonably withheld.

xi. Relationship of the Parties

Nothing contained in this Agreement will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship, or joint venture between the Parties or any of their respective employees, representatives, or agents. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party.

xii. Further Assurances

Either Party, upon the request of the other Party, shall execute and deliver such further documents and instruments as such other Party may reasonably deem

appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

xiii. Time is of the Essence

The Parties acknowledge and agree that time is of the essence with respect to each term and condition of this Agreement.

xiv. Captions and Headings

The captions, headings, and section numbers of this Agreement are for convenience and in no way define or affect the meanings hereof.

xv. Attachments and Exhibits

The Attachments and/or Exhibits attached hereto are an integral part of this Agreement and are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

xvi. Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every one hundred eighty (180) days.

NCRR (i) represents that neither it nor its agents, third party consultants, or subcontractors are on the Final Divestment List of persons that the State Treasurer has determined engages in investment activities in Iran; and (ii) agrees that it shall not utilize any subconsultant that is identified on the Final Divestment List to perform the Work under this Agreement.

If NCRR receives information that a person is in violation of the Act as stated above, NCRR shall immediately notify GoTriangle in writing. GoTriangle will offer NCRR an opportunity to respond and GoTriangle will take action as appropriate and as provided for by laws and regulations or this Agreement. Should this Act be repealed, this Agreement shall remain valid.

xvii. Commercial Non-Discrimination

GoTriangle values and promotes the full complement of diversity in the workplace. As a condition of entering into this Agreement, NCRR represents and warrants that it shall not discriminate on the basis of race, color, gender, religion, sexual orientation, veteran status, national origin, ethnicity, age, or disability, or for any other reason prohibited by law in the solicitation, selection, hiring, or

treatment of third party consultants, vendors, suppliers, subconsultants, or commercial customers in connection with the Work to be performed pursuant to this Agreement, nor shall NCRR retaliate against any person or entity for reporting instances of such discrimination.

xviii. Flow Down Requirements

This Agreement shall be specifically incorporated by reference into all third party contracts and subcontracts regarding or pertaining to the Work. All provisions required by laws and regulations or this Agreement shall apply to all subcontracts of any tier.

xix. Not Debarred by Federal or State Government

It is the policy of both GoTriangle and NCRR not to enter into any agreement with another entity that has been debarred by any governmental agency (Federal or State). GoTriangle and NCRR certify by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any unit of Federal or State government.

xx. Construction of Terms

Each Party has agreed to the particular language of this Agreement. Questions of interpretation shall not be resolved by any rule or presumption either for or against the drafter(s), but rather in accordance with the fair and plain meaning of the terms contained herein.

xxi. Acknowledgements

Each Party acknowledges that the individual executing this Agreement on its respective behalf is authorized to execute the document and to bind the Party to the terms contained herein. The Parties further acknowledge that they have read this Agreement, conferred with their legal counsel, and fully understand the contents of this Agreement. A copy, electronically scanned copy, or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original.

xxii. Separate Counterparts

This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

**INTENTIONALLY LEFT BLANK
CONTINUED ON PAGE FOLLOWING.**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver the Agreement.

ATTEST:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY
d/b/a GOTRIANGLE**

BY: _____
NAME: _____
TITLE: _____
DATE: February __, 2018

BY: _____
NAME: Jeffrey G. Mann
TITLE: General Manager
DATE: February __, 2018

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act by GoTriangle. GoTriangle’s Federal Tax Identification Number is **561718037**.

Saundra Freeman
CFO & Director of Administrative Services

Reviewed and approved as to legal form by GoTriangle.

Shelley Blake
General Counsel

ATTEST:

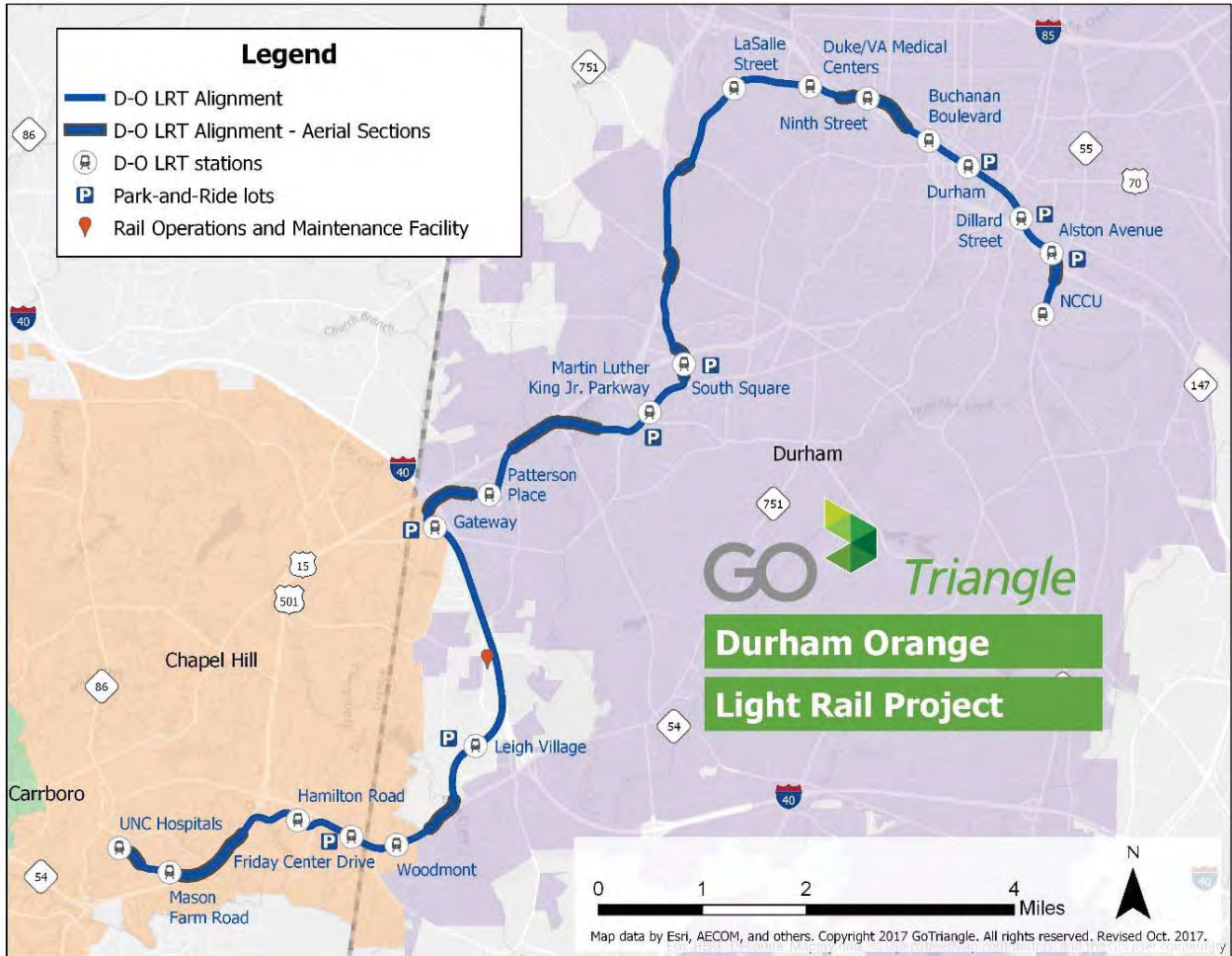
NORTH CAROLINA RAILROAD COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: February __, 2018

BY: _____
NAME: Scott M. Saylor
TITLE: President
DATE: February __, 2018

Federal Tax Identification Number is **56-6003280**


ATTACHMENT A D-O LRT PROJECT ALIGNMENT MAP



ATTACHMENT B
TRACK ALIGNMENT PLAN AND PROFILE
OF THE PROJECT

DRAFT

ATTACHMENT C

	Durham-Orange Light Rail Transit Project Deliverable Review Procedures	Procedure DRP-01
Title: Bluebeam Process		
Issue Date: 10/18/17	Ver. No.: 0	Version Date: 10/18/17
Page 15 of 25		

Purpose

Bluebeam is the application used to review and comment on .pdf documents submitted by the GEC to GoTriangle and the PMC. The review, comment, response and resolution process occurs within a Bluebeam 'session' created by the GEC. Multiple Reviewers can access the documents and comment concurrently.

The PMC creates the Bluebeam session from the GEC submittal and provides a link to the GoTriangle and PMC Lead Reviewers via e-mail. The GoTriangle and PMC Lead Reviewers forward the e-mail with additional instructions to their respective Reviewers. After all Reviewers have completed reviewing the documents and entering comments, the GoTriangle Lead Reviewer reviews all comments received from the GoTriangle and PMC Reviewers then notifies the GEC that the comments are ready for review. The GEC then enters responses to the comments within the same Bluebeam session. Note that project stakeholders may decide to perform their submittal reviews using Bluebeam. They will follow similar procedures as described in this document.

Definitions

Bluebeam – Software used for review of .pdf documents.

GEC – General Engineering Consultant (i.e. HDR)

Lead Reviewer – Designated GoTriangle and PMC individuals responsible for coordinating a review by their respective staffs.

PMC – Program Management Consultant (i.e. HNTB)

Reviewer – GoTriangle and PMC individuals identified to participate in a review.

Information for First Time Reviewers

Refer to APPENDIX A-Information for First Time Reviewers for information on how to prepare for and access a Bluebeam session for use on the D-O LRT Project.

Performing a Review**Commenting Guidelines**

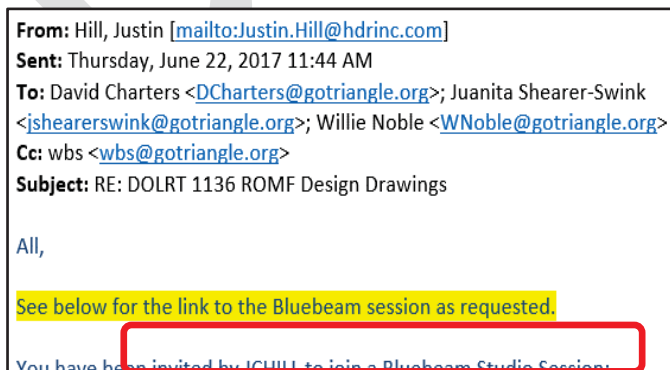
Over the course of the D-O LRT Project, thousands of documents will be reviewed that will generate tens of thousands of comments. Multiple people will be involved in the review,

response, and resolution of each comment. Reference DRP-01: Review Process Flowchart for more information. As a result, Reviewers should make an effort to provide comments that are clear and concise, in a timely manner. To that end, comments should conform to the following guidelines:

- a. Requests for comments will come with a timeline on when comments are to be provided.
- b. Highlight the comment area using one of the markup tools provided in the Bluebeam profile.
- c. Double click the markup to open the comment dialog box and type your comment. Refer to Section Add Comments0 for more information on markup tools and procedures. Since multiple people will be reviewing the same drawing the comment box can be minimized to prevent the drawing from becoming over cluttered with text boxes.
- d. Comments should be concise. If a comment is lengthy, consider seeking clarifications to enable the comment to be condensed.
- e. Do not combine multiple comments into a single comment.
- f. Be directive in the wording of the comment. Begin each comment with a verb (i.e. Add, Change, Delete, Verify) that conveys the action desired of the responder.
- g. Do not ask questions in comments. Seek answers to questions before making the comment. Reviewers should contact their respective Lead Reviewer for the appropriate approach to obtaining answers to their questions.
- h. Reviewer is to include the source of the comment (e.g. NCDOT standards, AREMA, etc.) with sufficient clarity for the originator of the document to reference.
- i. If a sheet has no comments, the reviewer shall add "Reviewed with No Comment" to the sheet as a comment.
- j. To avoid delays to the design process and schedule, if a comment is not made on a particular aspect of a design element in a submittal, and no changes impact this design element in future submittals, the Reviewer may not comment on that aspect of the design after its initial submittal.

Enter the Bluebeam Session

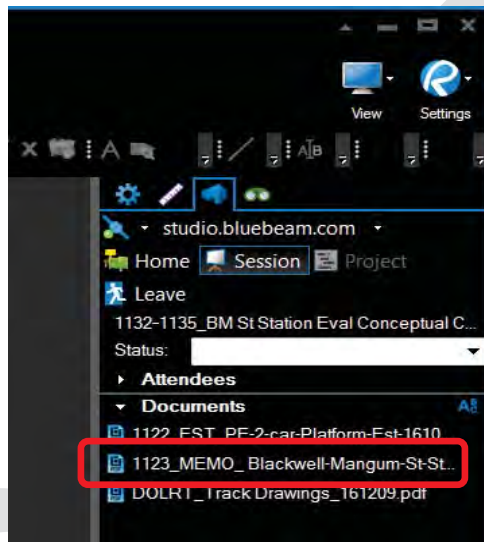
GoTriangle and the PMC identify the Lead Reviewers to be included in each Bluebeam session. The PMC then creates the Bluebeam session and sends an e-mail to the GoTriangle and PMC Lead Reviewers with a URL link to the Bluebeam session similar to this:



Click on the link in the e-mail to enter the Bluebeam session.

The GoTriangle and PMC Lead Reviewers forward the e-mail received from the PMC, along with any additional instructions (e.g. deadline for submitting comments) to their respective Reviewers. Each Reviewer must complete the steps outlined in *Section 3-Information for First Time Reviewers* above in order to enter the Bluebeam session.

Multiple documents can be included in a single Bluebeam session. The documents are listed in the upper right-hand corner of the screen under the heading 'Documents'. Select a document from this list to display it in the center of the screen and begin the review.

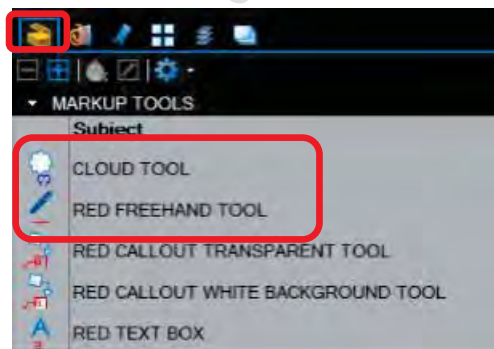


Click on the arrow at the edge of the window to open the side panels.

Select a document from the list to review.

Add Comments

Comments are made on the document by using comment tools available in Bluebeam.



To add a comment, click on the 'Gold Tool Chest Icon' in the upper left corner of the screen.

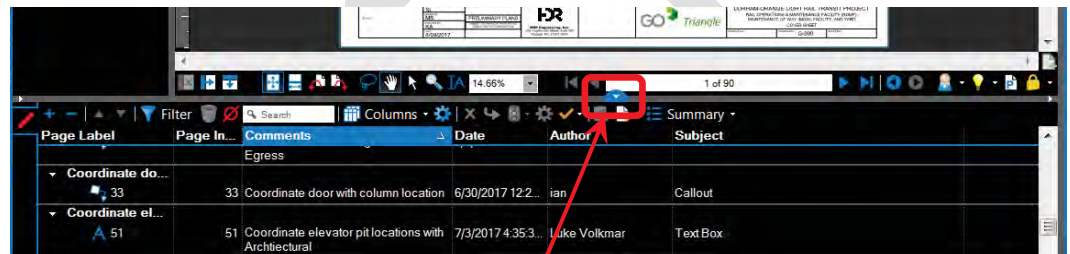
The GoTriangle QC Profile allows the use of 5 markup tools, but the 'Cloud Tool' is the preferred method of making comments. This tool allows the commenter to highlight an area by drawing a red cloud line around it, the commenter then can double click the markup to

add a text description, the comment box can then be minimized to prevent the drawing from getting over crowded with callouts. The 'Red Freehand Tool' can also be used if the cloud tool is insufficient. This tool allows the reviewer to draw comments (e.g. draw a new edge of pavement line), in order to provide clarity to a markup, the commenter then can double click the markup to add a text description.

Use the other comment tools only when the cloud and freehand tools are not sufficient to convey the intent of the comment.

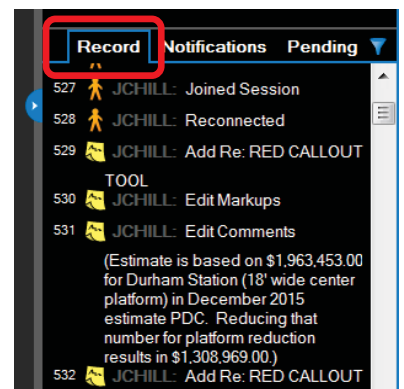
In addition to displaying the comment on the document, the comment is added in two other locations in Bluebeam:

- a. **Markup List** – This table is at the bottom of the screen and lists all comments currently in the document. If a comment is deleted on the document, it is also deleted from the Markup List. Comments can also be edited from the Markup List. Clicking on a comment in the Markup List results in the document page and comment being displayed in the main window.



Click on the arrow to
open the bottom panel

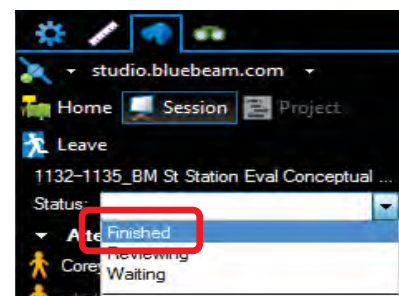
- b. **Record** – This activity log is on the right side of the screen and records the actions of each Reviewer in real time. For example, each time a Reviewer joins or leaves the session, or when a comment is created, edited or deleted, it is displayed in the record.



Comments are automatically and continuously logged and saved in the Bluebeam session, so there is no 'Save' command required.

Complete the Review

When a Reviewer is done reviewing all documents within a Bluebeam session, set the 'Status' option in the upper right-hand



corner of the screen to 'Finished'.

This status can be changed back to Blank if the Reviewer wishes to return to the session and make edits before the session is closed by the GEC consultant.

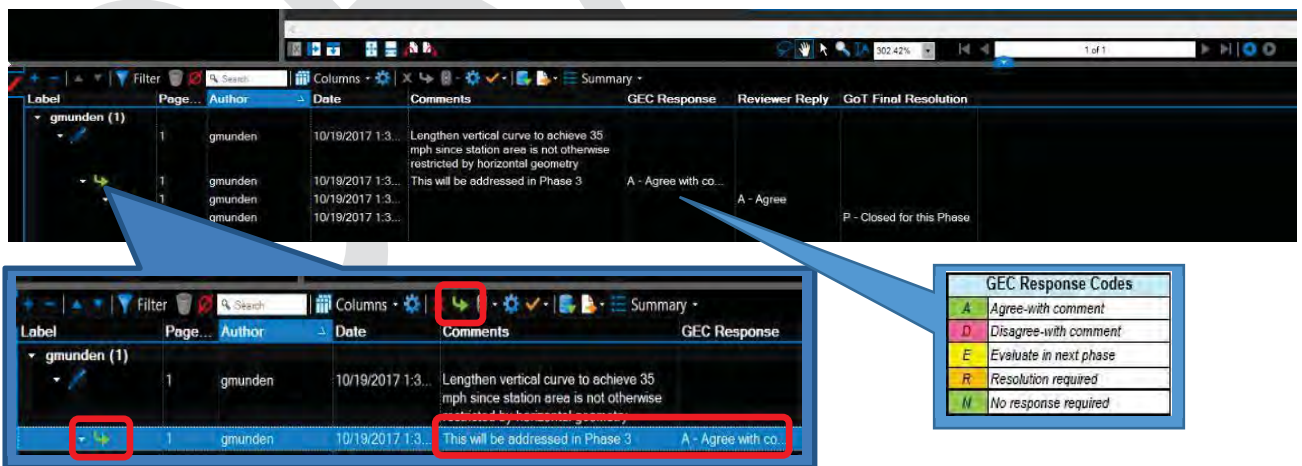
The Reviewer then sends an e-mail to their Lead Reviewer (copying *wbs@gotriangle.org*) that their review is complete.

The various reviews are then compiled and transmitted to the GEC as follows:

- a. The PMC Lead Reviewer reviews all comments received from the PMC Reviewers, then sends an e-mail to the GoTriangle Lead Reviewer that the PMC review is complete.
- b. The GoTriangle Lead Reviewer compiles the received comments from the GoTriangle and PMC Reviewers. Any edits are cycled back to the PMC or GoTriangle Reviewers for revision.
- c. When all edits are complete, the GoTriangle Lead Reviewer sends an e-mail to the GEC that the review is complete and ready for the GEC to provide responses.

GEC Responses to Comments

Upon receipt of the comments from the GoTriangle Lead Reviewer, the GEC accesses the Bluebeam session and responds to each comment in the Markup List. The GEC uses the 'Reply' feature in Bluebeam to enter a response and the required response code.

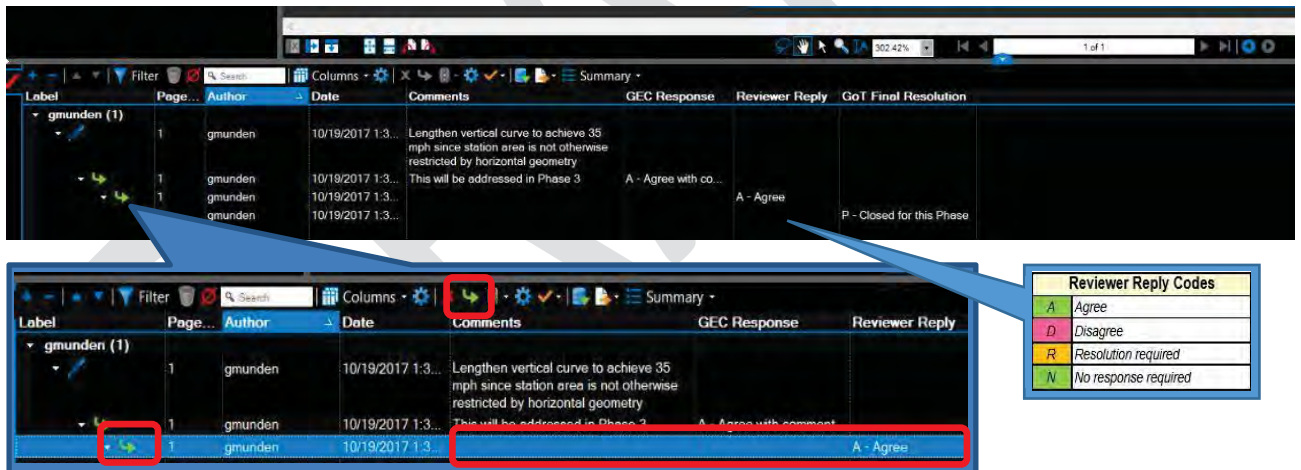


When all GEC responses are complete, the GEC sends an e-mail to the GoTriangle and PMC Lead Reviewers that the GEC responses are complete.

Replies to GEC Responses to Comments

GoTriangle and the PMC reply to the GEC responses as follows:

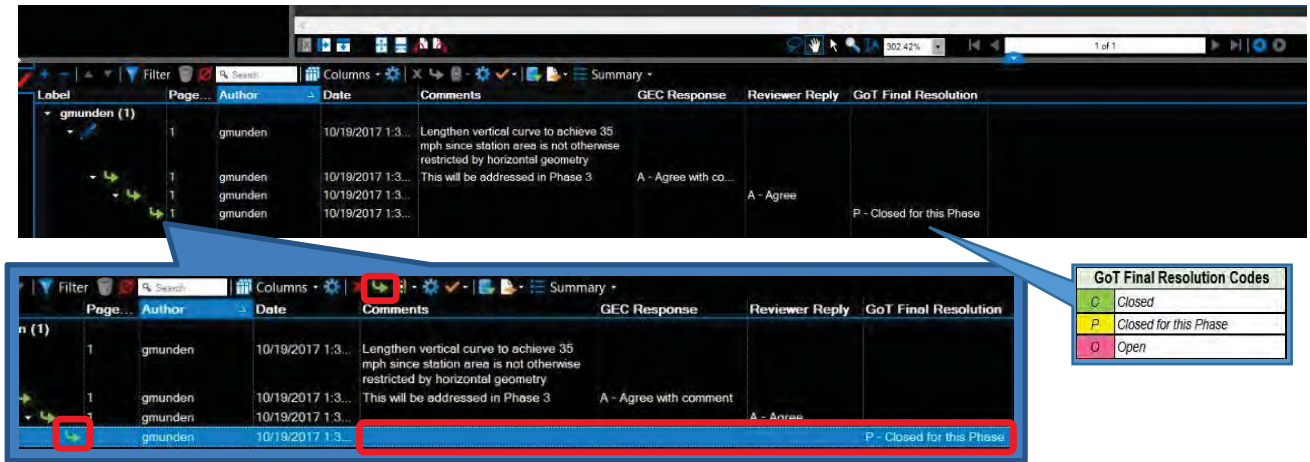
- The GoTriangle and PMC Lead Reviewers forward the e-mail received from the GEC, along with any additional instructions (e.g. deadline for submitting replies) to their respective Reviewers.
- The Reviewers access the Bluebeam session and reply to the response to their comments in the Markup List. The Reviewers use the 'Reply' feature in Bluebeam to enter a reply and the required reply code. If comment responses are left blank, it will be assumed that the Commenter agrees with the GEC Response.
- The Reviewer then sends an e-mail to their Lead Reviewer (*copying wbs@gotriangle.org*) that their replies are complete. If replies are not received by the communicated deadline, then it will be assumed that the Commenter agrees with the GEC Response.
- When all PMC replies are complete, the PMC Lead Reviewer reviews all replies received from the PMC Reviewers, then sends an e-mail to the GoTriangle Lead Reviewer that the PMC replies are complete.



Dispositioning Comments

The GoTriangle Lead Reviewer reviews all replies received from the GoTriangle and PMC Reviewers and adds a disposition to each comment in the Markup List as:

- Closed** – meaning no further action is required. (e.g. The GEC disagrees with a Reviewer's comment and the Reviewer concurs, or the GEC points to other sections in the document that address a Reviewer's comment).
- Closed for this Phase** – meaning the comment is resolved for this submittal, but will be verified that it has been addressed in the next submittal. (e.g. The GEC's response indicates that a Reviewer's comment will be incorporated into the next milestone submittal).
- Open** – meaning resolution is required.



The GoTriangle Lead Reviewer refers comments that are “Open” to the GEC lead for that contract package for resolution, including meetings with GoTriangle, the PMC and the GEC as required. Additional comments, responses and replies are added to the document in Bluebeam as required to resolve the comment.

When all comments are closed, the GoTriangle Lead Reviewer sends an e-mail to the GEC and the PMC Lead Reviewer that all comments are resolved.

Documenting the Bluebeam Session

Saving the Bluebeam Session to SharePoint

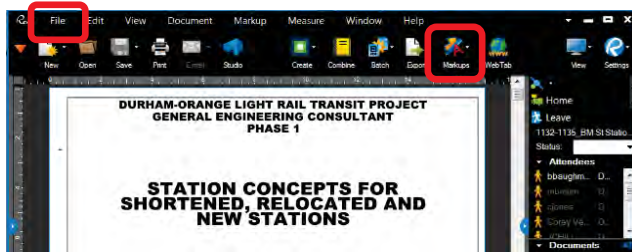
The GEC saves a .pdf file of the completed Bluebeam session (i.e., drawings with comments) to the appropriate WBS location on the GoTriangle SharePoint site. This includes separate files for the following:

- a. Document with comments
- b. Markup List
- c. Record

Exporting the Markup List to Excel

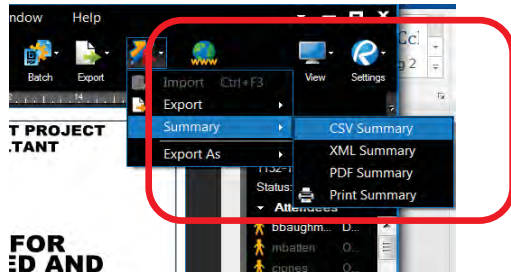
The PMC Lead Reviewer exports the completed Bluebeam Markup List to Excel, where it is tabulated with other comments received via non-Bluebeam processes (e.g. Stakeholder reviews), refer to DRP-01: Comment Tracking Form. The PMC Lead Reviewer saves the Excel file to the appropriate WBS location on the GoTriangle SharePoint site. This file will be used to document how comments are being addressed in subsequent submittals.

To export the Bluebeam Markup List to Excel (.csv):

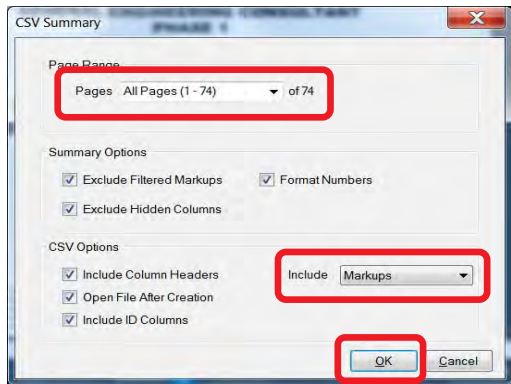


Select the 'File' menu.

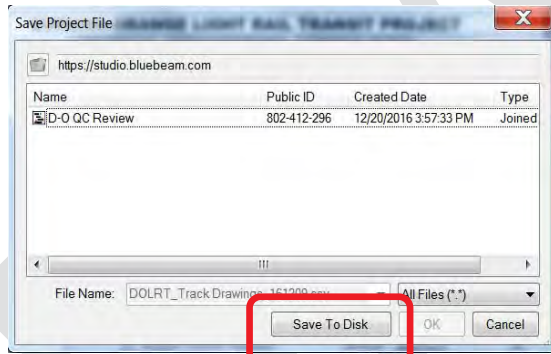
Then select the 'Markups' icon.



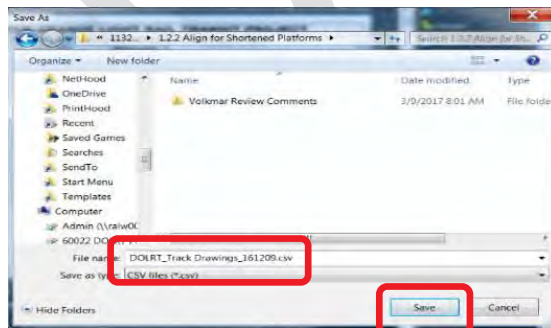
From the 'Markups' menu:
Select 'Summary'.
Then select 'CSV Summary'.



In the CSV Summary box:
Select the page range.
Verify the 'Markups' option is selected from the dropdown menu.
Click 'OK'.



Click on "Save to Disk"



Identify the appropriate folder and enter the filename.
Click on 'Save'.
This saves the .csv file and opens it in Excel.

Save the file as an Excel .xlsx file in Excel and modify it as required.

APPENDIX A - Information For First-Time Reviewers

In order for a Reviewer to enter a Bluebeam session, the following is required:

1. Bluebeam Vu/Revu must be installed on the Reviewer’s computer. GoTriangle staff will utilize Bluebeam Vu.
2. The Reviewer must set up a Bluebeam Studio account login (see Section A.1 below)
3. The Reviewer must download the DOLRT GoTriangle QC Profile (see Section A.2 below).

A.1 Install Bluebeam Vu/Revu

The computer being used for the review session must have Bluebeam Vu/Revu installed prior to the session being accessible for review. Note administrative rights are required to install the software, the reviewer should consult their respective IT Department for further information. The free VU software download can be found at the following link:

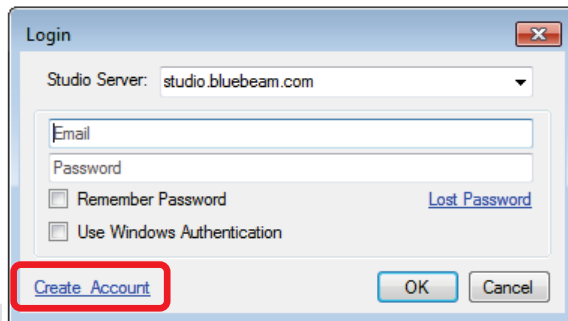
<https://www.bluebeam.com/solutions/vu>

A.2 Create a Bluebeam Studio Account Login

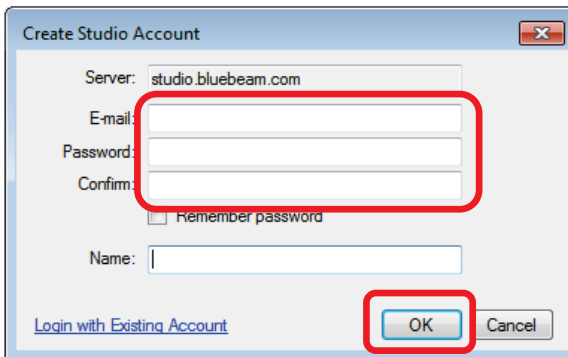
A first-time Reviewer must go through a one-time process to setup a Bluebeam Studio account by going to the following link:

<https://studio.bluebeam.com/join.html?ProjectID=802-412-296>

The following dialogue boxes appear:



Click on 'Create Account'

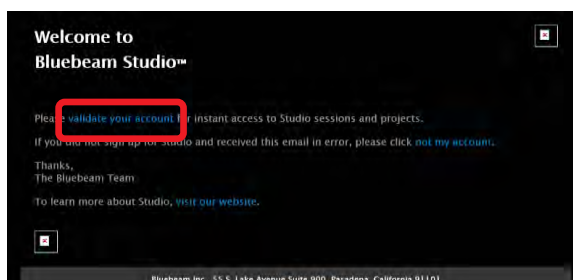


Enter your e-mail address, a password.

Enter your first and last name (not your initials). This is the name that will appear as the originator of comments made in Bluebeam.

Click 'OK'

The Reviewer then receives an e-mail from Bluebeam Studio requesting the Reviewer to validate the new account.



Click 'validate your account'

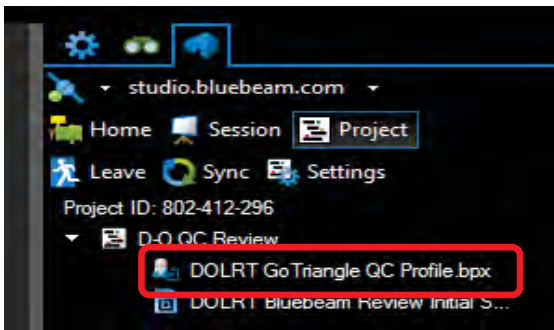
A.3 Load the DOLRT GoTriangle QC Profile

Go to the following link (same link as previous step):

<https://studio.bluebeam.com/join.html?ProjectID=802-412-296>

Log in.

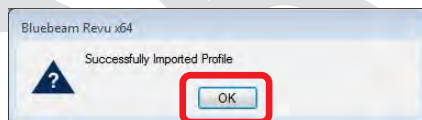
Bluebeam starts and opens a session with two files at the top right corner of the screen:



Double-click on 'DOLRT GoTriangle QC Profile.bpx'.

This loads the DOLRT QC profile into Bluebeam. This sets various options for how comments are entered and tracked as described in Section 4.

If successful, the following box appears:



The Reviewer can now open Bluebeam sessions initiated by the GEC and provide comments as described in the sections above.

ATTACHMENT D
HOURLY BILLING RATES

Jim Kessler, PE – VP of Engineering: \$ __.00 per hour

Other NCRR staff engineer employee: \$ __.00 per hour

Third-party consultant engineer: \$ __.00 per hour

DRAFT

MEMORANDUM

TO: GoTriangle Operations & Finance Committee
FROM: Regional Services Development
DATE: February 21, 2018
SUBJECT: **Wake Transit FY 2018 Q2 Proposed Amendments**

Strategic Objective or Initiative Supported

Implement the Wake Transit Plan with Transit Planning Advisory Committee.

Action Requested

Staff requests that the Committee recommend Board approval of the Wake Transit FY18 amendments.

Background and Purpose

In December 2017, both the CAMPO Executive Board and GoTriangle Board of Trustees approved the Wake Transit Work Plan Amendment Policy. Project-sponsoring agencies submitted proposed amendments to the TPAC Administrator and were published for TPAC and public/stakeholder comment between December 12, 2017, and January 11, 2018. During that time, the TPAC Budget & Finance Subcommittee reviewed the financial impacts of the submitted proposed amendment requests to the overall Wake Transit Plan financial model.

As a part of the packet presented with this memorandum, the committee will find:

- Memorandum from TPAC Administrator
- Revised Proposed FY 2018 Q2 Amendment List
- Detailed Individual Project Amendment Requests
- Budget & Finance Disposition Memo & Table Summary
- Comment Disposition Matrix

At the time of the O&F Committee and Board of Trustees receiving this item, TPAC already will have reviewed and recommended the amendments to both the CAMPO Executive Board and the GoTriangle Board of Trustees. Also, the CAMPO Executive Board will review the recommendation from TPAC on February 21st and provide a decision on the recommended amendments.

Financial Impact

The proposed amendments, if recommended by this committee and approved by the Board of Trustees, will impact the Wake Transit Tax District by a slight increase of \$32,000 compared to the FY18 Adopted Budget.

Attachments

- TPAC FY 2018 Q2 Amendment Packet
- Revised Financial Impact

Staff Contact(s)

- Jennifer Keep, jkeep@gotriangle.org, (919) 485-7418
- Steven Schlossberg, sschlossberg@gotriangle.org, (919) 485-7590





To: TPAC Members/Alternates & Stakeholders
 From: Adam Howell, TPAC Administrator
 Date: January 10, 2018
 Re: Memo – Summary of FY 2018 Q2 Proposed Amendments

Per the adopted Wake Transit Work Plan Amendment Process, there were thirteen (13) amendments proposed to the FY 2018 Wake Transit Work Program in the second quarter. Amendment requests were reviewed and categorized by the TPAC Administrator, and reviewed for fiscal impact by the TPAC Budget & Finance Committee.

There were ten (10) Major Amendments submitted. Reasons for submission based on definitions outlined in currently adopted amendment process policy are:

- Eight (8) are project amendment requests proposed to be added to the Work Plan (Project Amendment ID TO001-18A-A:B; TO002-18A-A:F)
- One (1) is a project amendment request proposed to be removed from the Work Plan (Project Amendment ID TO002-18A-G)
- One (1) is a project amendment request with a proposed change in budgeted reserves. The proposed change also requests more than \$100,000 to a budget appropriation for projects less than \$500,000 (Project Amendment ID TO002-18A-H)

There were three (3) Minor Amendments submitted. Reasons for submission based on definitions outlined in currently adopted amendment process policy are:

- Two (2) are project amendment requests that propose less than \$100,000 change to a budget appropriation for projects less than \$500,000 (Project Amendment ID TO002-18A-I:J)
- One (1) is a project amendment request that is seeking a minor change in scope language (Project Amendment TC001-18A-A)

Attached with this memorandum are the following:

- Revised Proposed FY 2018 Amendment List
- Detailed Individual Project Amendment Requests
- Budget & Finance Disposition Memo and Table Summary
- Comment Disposition Matrix

This packet is distributed with the January 17th TPAC Agenda materials. It is to serve as an aid to the discussion for the TPAC when asked to take action for potential recommendation to both Wake Transit Governing Boards. These requested amendments will be discussed and considered for approval at the January 17 TPAC meeting.

FY 2018, Quarter 2, Submitted Amendments from Wake Transit Project Sponsors - Revised

Proposed Major Amendments

Ordinance ID/Amendment ID#	Agency	Project Title	FY18 Original Funds	FY18 Amended Request	FY19 Funding Impact	Reason for Major Amendment Status
Tax District Administration						
TO001-18A-A	GoTriangle	1.0 FTE: Budget & Financial Manager	\$ -	\$ 31,875.00	\$ 127,500.00	Project proposed to be added to Work Plan
TO001-18A-B	GoTriangle	0.5 FTE: Tax District Administrative Assistant	\$ -	\$ 7,500.00	\$ 30,000.00	Project proposed to be added to Work Plan
Transit Plan Administration						
TO002-18A-A	CAMPO	1.0 FTE: Wake Transit Program/Project Manager	\$ -	\$ 75,000.00	\$ 153,750.00	Project proposed to be added to Work Plan
TO002-18A-B	CAMPO	1.0 FTE: Transit Planner	\$ -	\$ 75,000.00	\$ 153,750.00	Project proposed to be added to Work Plan
TO002-18A-C	GoTriangle	1.0 FTE: Paralegal	\$ -	\$ 41,250.00	\$ 82,500.00	Project proposed to be added to Work Plan
TO002-18A-D	GoTriangle	1.0 FTE: Wake Transit Program Director	\$ -	\$ 50,000.00	\$ 150,000.00	Project proposed to be added to Work Plan
TO002-18A-E	GoTriangle	1.0 FTE: Wake Transit Administration Coordinator	\$ -	\$ 16,875.00	\$ 67,500.00	Project proposed to be added to Work Plan
TO002-18A-F	GoTriangle	0.4 FTE: Performance Data Specialist	\$ -	\$ 13,200.00	\$ 26,400.00	Project proposed to be added to Work Plan
TO002-18A-G	GoTriangle	MYBSIP	\$ 1,292,000.00	\$ -		Project proposed to be removed from Work Plan - <i>supported by other funding</i>
TO002-18A-H	Tax District/Various	Reserve for additional staff	\$ 370,000.00	\$ 59,300.00		Proposed change in budgeted reserves; More than \$100,00 to a budget appropriation for projects less than \$500,000

Proposed Minor Amendments

Ordinance ID/Amendment ID#	Agency	Project Title	FY18 Original Funds	FY18 Amended Request	FY19 Funding Impact	Reason for Minor Amendment Status
Transit Plan Administration						
TO002-18A-I	GoTriangle	1.0 FTE: BRT Project Engineer (position renamed/release \$)	\$ 153,750.00	\$ 78,750.00		Less than \$100,000 change to a budget appropriation for projects less than \$500,000
TO002-18A-J	GoTriangle	Creative Design Consultant	\$ 97,000.00	\$ 129,500.00		Less than \$100,000 change to a budget appropriation for projects less than \$500,000
Bus Acquisition						
TC001-18A-A	GoTriangle	Acquisition of 8 Buses (Scope Change to TC001-A)				Minor change in scope language

Distributed for Public Comment - 12/11/2017

Major Amendments - Public Comments Accepted through January 11, 2018

Minor Amendments - Public Comments Accepted through December 25, 2017

Submit all comments to Adam Howell, TPAC Administrator - adam.howell@campo-nc.us or 919-996-4401

Items highlighted in yellow are the revised updates to the original published amendment list.

Wake Transit Project ID #
TO001-18A-A

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Budget and Financial Manager	GoTriangle	Saundra Freeman	Base Year	\$ 31,875
		sfreeman@gotriangle.org	Recurring	\$ 814,436
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
April 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
GoTriangle is proposing to fill a Budget and Financial Manager position effective April 1, 2018, that will manage the Wake Transit Plan budget development and financial reporting processes. This position will report to the Finance Department will be tasked with coordinating proposed plans into the budget, and monitoring spending to ensure the budget stays balanced through the quarterly reporting process. The potential budget source for this amendment is \$31,875 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.				

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Tax District Administration	\$ 31,875		
TOTAL			\$ 31,875	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (31,875)
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled by April 1, 2018, so this amendment requests one third year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will manage the Wake Transit Plan Budget Development and Financial Reporting. If not funded, budget and financial tasks will be performed by existing GoTriangle staff, and while the tasks will be completed, they will be done within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Ensure the budget is approved on time.
- c) Ensure financial reports are one time.

8. List any other relevant information not addressed.

Manage the Wake Transit Plan budget development and financial reporting - 100% of the time. Activities include:

Budget Development	50%
Financial Reporting	50%
Total	100%

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	31,875	127,500	130,688	133,955	137,304	140,736	144,255
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	31,875	127,500	130,688	133,955	137,304	140,736	144,255

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO001-18A-B

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Tax District Administrative Assistant	GoTriangle	Saundra Freeman	Base Year	\$ 7,500
		sfreeman@gotriangle.org	Recurring	\$ 191,632
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
April 1, 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
GoTriangle is proposing to fill a .5 FTE Administrative Assistant position to provide administrative support for the GoTriangle Finance Department's Wake Transit activities, potentially starting April 1, 2018. This person will be tasked with scheduling meetings, assisting with the preparation of the budget development and financial reporting calendar, and other administrative functions. The potential budget source for this amendment is \$7,500 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.				

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ 30,000	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Tax District Administration	7,500		
TOTAL			\$ 7,500	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (7,500)
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** Capital Both

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled in January 2018, so this amendment requests one half year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will help facilitate administrative needs to improve efficiency. If not funded, administrative tasks may be prioritized on an as-needed basis reducing efficiency to provide data, reports, etc.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Schedule meetings.
- c) Prepare and submit the annual Budget and Finance calendar.

8. List any other relevant information not addressed.

Wake Administrative Duties - 50% of the time. Activities include:

Scheduling meetings	75%
Preparing and submitting the annual budget and finance calendar	25%
Total	100%

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	7,500	30,000	30,750	31,519	32,307	33,114	33,942
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	7,500	30,000	30,750	31,519	32,307	33,114	33,942

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO002-18A-A

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
1/1/2018

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
1.0 FTE for Wake Transit Program/Project Manager	Capital Area MPO	Shelby Powell	Base Year	\$ 75,000
		shelby.powell@campo-nc.us	Recurring	\$ 982,115
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
1/1/2018	Ongoing	(Add notes as appropriate)	Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

CAMPO is requesting funding to support an additional full-time equivalent employees (1.0 FTE) to augment its technical resources for adequately supporting its responsibilities related to Wake Transit Plan implementation as detailed by the Governance ILA and the TPAC's lead agency assignments. This project identifies the need for an FTE that would be generally known as CAMPO's Wake Transit Program/Project Manager and will be responsible for: 1) Overseeing the development, coordination and maintenance of annual work plan components that are under the responsibility of CAMPO (including the multi-year operating program and the capital improvement program); 2) Managing ongoing planning and other related tasks and studies at the county/systemwide level and subsequent updates thereto (including the MYBSIP, MIS, technology plans, etc.); 3) Serving as CAMPO's representative on the TPAC; 4) Representing CAMPO's interests on TPAC sub-committees and study- of plan-specific core technical teams; 5) Manages coordination and implementation of project-level decision making structures (concurrency check process), as developed by the TPAC via the MYBSIP and transit corridors MIS; 6) Managing development of the multi-year vision plan (10-year extension of the current horizon of the Wake County Transit Plan); and 7) Managing and providing ongoing maintenance of planning and professional services procurement and task development/deployment process. This position is reflected in the Wake Transit Implementation Staffing Model and Expectations Plan Core Technical Team recommendations for the final staffing plan. This staffing plan is anticipated to be forwarded to the TPAC soon, guiding the development of future FTE's to support the plan implementation efforts.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
N/A					
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	75000		
TOTAL			\$ 75,000.00	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (75,000)
		Recurring	
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to *EACH* of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

CAMPO is requesting partial year of funds to be annualized in the future to support ongoing tasks associated with this FTE request.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

The request would allow CAMPO staff to adequately fulfill its responsibilities to the TPAC and our Wake Transit partners more effectively and at a level of service that should be expected in those roles. If this position is not funded, CAMPO staff capacity will be insufficient to properly manage its responsibilities, and other core CAMPO responsibilities will suffer from redirected attention to Wake Transit Plan implementation activities, creating a lose-lose situation. There are currently three FTE employees with CAMPO that spend the majority of their time on Wake Transit implementation activities and coordination, and two of these positions were justified to support core CAMPO roles before the creation of new roles related to Wake Transit Plan implementation. If this request is funded, these two positions can revert back to supporting core CAMPO responsibilities, and Wake Transit implementation responsibilities will have proper support.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

a)	Quarterly employee deliverables
b)	Quarterly employee functions and accomplishments
c)	

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	75,000	153,750	157,594	161,534	165,572	169,711	173,954
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	75,000	153,750	157,594	161,534	165,572	169,711	173,954

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

<p>The assumption being used to complete this request is \$150,000 per FTE, per previous practice. As actual costs are tracked after implementation, this assumed amount</p>
--

Wake Transit Project ID #
TO002-18A-B

FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital

FY START DATE
1/1/2018

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
1.0 FTE for Transit Planner	Capital Area MPO	Shelby Powell	Base Year	\$ 75,000
		shelby.powell@campo-nc.us	Recurring	\$ 982,115
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
1/1/2018	Ongoing	(Add notes as appropriate)	Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

CAMPO is requesting funding to support an additional full-time equivalent employee (1.0 FTE) to augment its technical resources for adequately supporting its responsibilities related to Wake Transit Plan implementation as detailed by the Governance ILA and the TPAC's lead agency assignments. This particular FTE will be a transit planner that provides technical and administrative coordination support for the Wake Transit Program/Project Manager and the TPAC Administrator in their ongoing responsibilities. This position is reflected in the Wake Transit Implementation Staffing Model and Expectations Plan Core Technical Team recommendations for the final staffing plan. This staffing plan is anticipated to be forwarded to the TPAC soon, and will serve as a guide to fulfill FTE's for the purpose of Wake Transit Plan Implementation efforts.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
N/A					
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	75000		
TOTAL			\$ 75,000.00	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (75,000)
		Recurring	
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

CAMPO is requesting partial year of funds to be annualized in the future to support ongoing tasks associated with this FTE request.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

The request would allow CAMPO staff to adequately fulfill its responsibilities to the TPAC and our Wake Transit partners more effectively and at a level of service that should be expected in those roles. If these positions are not funded, CAMPO staff capacity will be insufficient to properly manage its responsibilities, and other core CAMPO responsibilities will suffer from redirected attention to Wake Transit Plan implementation activities, creating a lose-lose situation. There are currently three FTE employees with CAMPO that spend the majority of their time on Wake Transit implementation activities and coordination, and two of these positions were justified to support core CAMPO roles before the creation of new roles related to Wake Transit Plan implementation. If this request is funded, these two positions can revert back to supporting core CAMPO responsibilities, and Wake Transit implementation responsibilities will have proper support.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

a)	Quarterly employee deliverables
b)	Quarterly employee functions and accomplishments
c)	

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	75,000	153,750	157,594	161,534	165,572	169,711	173,954
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	75,000	153,750	157,594	161,534	165,572	169,711	173,954

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

<p>The assumption being used to complete this request is \$150,000 per FTE, per previous practice. As actual costs are tracked after implementation, this assumed amount</p>
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Wake Transit Project ID #
TO002-18A-C

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Paralegal	GoTriangle	Shelley Blake	Base Year	\$ 41,250
		sblake@gotriangle.org	Recurring	\$ 526,988
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
January 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
GoTriangle is proposing to fill a Paralegal position as early as January 1, 2018. This position will provide paralegal duties to facilitate the legal aspects of the Wake Transit Plan, and will be tasked with facilitating the contract process for both Wake Partners and GoTriangle's Wake-related projects. Due to the hire date, GoTriangle is requesting a Pre-Award Authority. The potential budget source for this amendment is \$41,250 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.				

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	\$ 41,250		
TOTAL			\$ 41,250	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (41,250)
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled in January 2018, so this amendment requests one half year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will provide paralegal duties to facilitate the legal aspects of the Wake Transit Plan. If not funded, legal tasks will continue to be performed by existing GoTriangle legal staff, and while the tasks will be completed, they will be done within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Timely completion of Wake Transit Partner annual contracts.
- c) Timely completion of GoTriangle's contracts for Wake projects.

8. List any other relevant information not addressed.

Perform paralegal tasks for the Wake Transit Plan - 100% of the time. Activities include:

Assisting with Wake Transit Partner annual contracts	75%
Assisting with GoTriangle's project contracts	<u>25%</u>
Total	100%

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	41,250	82,500	84,563	86,677	88,843	91,065	93,341
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	41,250	82,500	84,563	86,677	88,843	91,065	93,341

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO002-18A-D

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Wake Transit Program Director	GoTriangle	Jeff Mann	Base Year	\$ 50,000
		jmann@gotriangle.org	Recurring	\$ 958,161
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
March 1, 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

GoTriangle is proposing to add a position for a Wake Transit Program Director as early as March 1, 2018. This person will be tasked with managing all GoTriangle's Wake Transit program responsibilities and activities including Program planning, process development, and budget and finance activities. Specific tasks include but are not limited to oversight of project planning, budget development and monthly management, quarterly reporting, reimbursement request submittals from GoTriangle, processing reimbursement requests received from Wake partners, the Wake Transit program website and all other administrative functions. Due to the hire date, GoTriangle is requesting a Pre-Award Authority. The potential budget source for this amendment is \$50,000 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	\$ 50,000		
TOTAL			\$ 50,000	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (50,000)
		Recurring	
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled March 1, 2018, so this amendment requests one-third year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will direct activities pertaining to the Wake Transit Plan program. If not funded, Wake Transit Plan activities will continue to be managed, monitored and performed by existing GoTriangle staff, and while the tasks will be completed, they will be done within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Ensure the budget is approved on time.
- c) Ensure financial reports are one time.

8. List any other relevant information not addressed.

Direct the Wake Transit Plan Program - 100% of the time. Activities include:

Planning	33.3%
Budget Development	33.3%
Financial Reporting	<u>33.3%</u>
Total	100%

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	50,000	150,000	153,750	157,594	161,534	165,572	169,711
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	50,000	150,000	153,750	157,594	161,534	165,572	169,711

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO002-18A-E

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Wake Transit Administration Coordinator	GoTriangle	Saundra Freeman	Base Year	\$ 16,875
		sfreeman@gotriangle.org	Recurring	\$ 431,172
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
April 1, 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

GoTriangle is proposing to fill a Wake Transit Administration Coordinator position, reporting to the Wake Transit Program Director, potentially starting April 1, 2018. This person will provide administrative support including but not limited to scheduling, planning all TPAC and Wake Transit plan activities, developing presentations, facilitating internal and external and correspondence related to the plan. Specific tasks include but are not limited to providing administrative coordination for project planning, budget development and monthly management, quarterly reporting, reimbursement request submittals from GoTriangle, processing reimbursement requests received from Wake partners to ensure timely completion. The potential budget source for this amendment is \$16,875 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	\$ 16,875		
TOTAL			\$ 16,875	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (16,875)
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** Capital Both

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled April 1, 2018, so this amendment requests one-quarter year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will coordinate administrative activities pertaining to the Wake Transit Plan program. If not funded, Wake Transit Plan activities will continue to be coordinated by existing GoTriangle staff, and while the tasks will be completed, they will be done within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Ensure the budget is approved on time.
- c) Ensure financial reports are one time.

8. List any other relevant information not addressed.

Coordinate the Wake Transit Plan Program activities - 100% of the time. Activities include:

Planning	33.3%
Budget Development	33.3%
Financial Reporting	33.3%
Total	100%

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	16,875	67,500	69,188	70,917	72,690	74,507	76,370
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	16,875	67,500	69,188	70,917	72,690	74,507	76,370

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO002-18A-F

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
.4 Performance Data Specialist	GoTriangle	Erik Landfried	Base Year	\$ 13,200
		elandfried@gotriangle.org	Recurring	\$ 168,636
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
January 1, 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

GoTriangle is proposing to fill a Performance Data Specialist position in which 40% of the time, this person will be managing, tracking and monitoring service quality metrics and standards, to make recommendations that enable strategic decision-making in support of the Wake Transit Plan mission. The position will cultivate or coordinate the development of reports from Business Intelligence System and Project Management Software for standard performance reports and ad hoc analyses. Additionally, this position will work closely with the Marketing Team, IT and outside vendors on web enhancements and content audits as well as strategy development for web refresh products. Due to the hire date, GoTriangle is requesting a Pre-Award Authority. The potential budget source for this amendment is \$41,250 of the \$370,000 Reserve for Additional Staff as Directed by Staffing Plan.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	\$ 13,200		
TOTAL			\$ 13,200	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (13,200)
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled in January 2018, so this amendment requests one half year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will be assigned to analyze Wake Transit Plan activities in support of the Wake Transit Plan mission. If not funded, analysis will be performed by existing GoTriangle staff within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Manage, track and monitor service quality metrics and standards.
- c) Make recommendations that enable strategic decision-making in support of the Wake Transit Plan mission.

8. List any other relevant information not addressed.

Analyze Wake Transit Plan activities and make recommendations supporting the Wake Transit Plan mission - 40% of the time.

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	13,200	26,400	27,060	27,737	28,430	29,141	29,869
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	13,200	26,400	27,060	27,737	28,430	29,141	29,869

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

Salary and Benefits based on estimated actuals for the position.

Wake Transit Project ID #
TO002-18A-G

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Multi-Year Bus Service Implementation Plan	GoTriangle	Erik Landfried	Base Year	\$ -
		elandfried@gotriangle.org	Recurring	\$ 1,426,126
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
July 1, 2017	June 30, 2018		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
Funds were provided by GoTriangle, CAMPO and City of Raleigh in FY2017 for this project. These funds will fully fund the Multi-Year Bus Service Implementation Plan with expected completion by October 2018. Thus, no Wake Transit funds are required in FY18 for this study. The FY 2022 costs to update the Multi-Year Bus Service Implementation Plan is still needed.				
1. Enter Wake Transit Project ID(s) to Increase				

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce					
Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-G	Multi-Year Bus Service Implementation Plan	Transit Plan Administration	\$ 1,292,000		Remove the project from the FY18 Work Plan.
TOTAL			\$ 1,292,000	\$ -	

3. Impact on Transit Plan Project Costs			
From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (1,292,000)
		Recurring	
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

Effective immediately.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

N/A

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a)

N/A

- b)

--
- c)

--

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	1,426,126	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	-	-	-	1,426,126	-	-

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design		-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

There is an expected recurring cost in FY22 for the \$1,292,000 with an assumption of 2.5% growth per year. This is included in the table below at \$1,426,126 in FY22. There will be a need to update the Multi-Year Bus Service Implementation Plan in FY22.

Wake Transit Project ID #
TO002-18A-H

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Reduction to Staffing Reserves (TO002-Q)	GoTriangle	Saundra Freeman	Base Year	\$ 59,300
		sfreeman@gotriangle.org	Recurring	\$ -
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
January, 2018	June 30, 2018		Base Year	\$ -
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

GoTriangle has submitted multiple FY18 Work Plan Amendment requests that seek to utilize money set aside in the current Adopted FY18 Work Plan, Project TO002-Q. \$370,000 was put into reserve and allow for agencies to utilize once informed by the recommended Staffing and Expectations Plan. The amendment requests seek to reduce reserves from \$370,000 to \$209,300 through the following project requests:

TO001-18A-A - Budget & Financial Manager (\$31,875 impact to FY18)
 TO001-18A-B - Tax District Administrative Assistant (\$7,500 impact to FY18)
 TO001-18A-C - Paralegal (\$41,250 impact to FY18)
 TO001-18A-D - Wake Transit Program Director (\$50,000 impact to FY18)
 TO001-18A-E - Wake Transit Administration Coordinator (\$16,875 impact to FY18)
 TO001-18A-F - Performance Data Specialist (\$13,200 impact to FY18)

1. Enter Wake Transit Project ID(s) to Increase					
Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce					
Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-Q	Reserve for Additional Staff as Directed by Staffing Plan	Transit Plan Administration	\$ 160,700		
TOTAL			\$ 160,700	\$ -	

3. Impact on Transit Plan Project Costs				
From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.		Estimated Operating Cost	Current Year Recurring	\$ (160,700) \$ -
		Estimated Capital Cost	Base Year Cumulative	

Project Justification / Business Case Provide responses to *EACH* of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

This position is expected to be filled in January 2018, so this amendment requests one half year of salary and benefits in FY 2018 and 100% salary and benefits in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If funded, this position will be assigned to analyze Wake Transit Plan activities in support of the Wake Transit Plan mission. If not funded, analysis will be performed by existing GoTriangle staff within limited time frames and with the minimal output.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the position.
- b) Manage, track and monitor service quality metrics and standards.
- c) Make recommendations that enable strategic decision-making in support of the Wake Transit Plan mission.

8. List any other relevant information not addressed.

Analyze Wake Transit Plan activities and make recommendations supporting the Wake Transit Plan mission - 40% of the time.

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	59,300	-	-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	59,300	-	-	-	-	-	-

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

The \$209,300 listed under operating cost table above is what the T0002-Q should be reduced to.

Wake Transit Project ID #
TO002-18A-I

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
1.0 FTE BRT Project Engineer	GoTriangle	Patrick McDonough	Base Year	\$ 75,000
		pmcdonough@gotriangle.org	Recurring	\$ -
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
January 1, 2018	On-Going		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
<p>Scope Change: In the original FY18 Wake Transit Work Plan, GoTriangle requested one (1) FTE to manage the Wake County Fixed Guideway Corridors Major Investment Study. Instead, GoTriangle intended to hire a BRT(Bus Rapid Transit) Project Engineer who will focus 100% on the implementation of the Wake Transit Plan.</p> <p>Budget Change: This position will not be hired until at least January 1, 2018, so GoTriangle would like to release half the budget to cover the cost of a Creative Design Consultant submitted as a FY18 Budget Amendment.</p>				
1. Enter Wake Transit Project ID(s) to Increase				

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce					
Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-A	Salaries and Benefits for 3.5 FTEs	Transit Plan Administration	\$ 75,000	\$ -	
TOTAL			\$ 75,000	\$ -	

3. Impact on Transit Plan Project Costs			
From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ (75,000)
		Recurring	
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

GoTriangle is requesting to release one half year of funds to be used to cover the cost of a Creative Design Consultant submitted via a FY18 Budget Amendment. The original budget amount for this newly named position will recur in future years.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

N/A

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Hire the newly named position
- b)
- c)

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes	75,000		-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	75,000	-	-	-	-	-	-

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

N/A

Wake Transit Project ID #
TO002-18A-J

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Outreach/Marketing/Communications for Transit Plan Implementation	GoTriangle	Mike Charbonneau	Base Year	\$ 32,000
		mcharbonneau@gotriangle.org	Recurring	\$ -
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
March 1, 2018	June 30, 2018		Base Year	\$ -
			Cumulative	\$ -
Project Description	Enter below a summary of the project amendment and impact on approved plan.			
To support the creation of the Wake Transit Annual Report, factsheets, signs, web graphics, advanced PowerPoints, a dashboard graphic, etc., GoTriangle is going to need to contract with a local creative firm. We do not have the manpower to support this type of work in-house, and it goes beyond the ability of public engagement consultant. A new budget request will be submitted in FY19 to continue this service.				

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-D	Outreach, marketing and communications materials and services for Wake Transit Plan implementation	Transit Plan Administration/Implementation	\$ 32,000	\$ -	
TOTAL			\$ 32,000	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TO002-A	Salaries/Benefits for 3.5 FTEs	Transit Plan Administration	\$ 32,000	\$ -	Proposing to use a portion of this budget apportioned for the Project Engineer position but is not expected to be spent until the position is filled on or after January 1, 2018 leaving \$76,875 (six months of \$153,750 original budget)
TOTAL			\$ 32,000	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ -
		Recurring	\$ -
	Estimated Capital Cost	Base Year	
		Cumulative	

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

We would like to hire the consultant in March 2018, so we are requesting a quarter year of funding for FY18. A separate FY19 Budget Request will be submitted for this consultant.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

This request will facilitate outreach/marketing/communications. If it is not funded, outreach projects will be reduced or eliminated.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Enter into contract with a creative design firm.
- b) Production of the Annual Report.
- c) Monthly production of outreach materials such as Factsheets, web graphics and signs.

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts	32,000		-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	32,000	-	-	-	-	-	-

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	-	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

The request is equivalent to having the creative firm on retainer at a cost of \$6,000 a month for the full year, plus an additional \$8,000 in reserve should we identify any additional creative support needs outside of the monthly scope.

Wake Transit Project ID #
TC001-18A-A

**FY 2018
Wake Transit Work Plan
Project Amendment Request Form
Operating and/or Capital**

FY START DATE
7/1/2017

Type of Amendment **Minor** **Major**

Minor amendment – Required when there is:
 Less than a 20% change to budget appropriations for projects equal to or over \$500,000.
 Less than \$100,000 to a budget ordinance appropriation for projects less than \$500,000.
 Any change that does not meet any criteria of a major amendment.

Major amendment - Required when there is:
 A project requested to be added to the Work Plan
 A project requested to be removed from the Work Plan
 A cardinal change in scope as defined by the Federal Transit Administration
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a 20% change to a budget appropriation for projects equal to or over \$500,000
 A transfer between budget ordinance appropriations that requests or requires equal to or more than a \$100,000 change to a budget appropriation for projects less than \$500,000
 Any change that requires a change in budgeted reserves or fund balance

New/Amended Project Name	Requesting Agency	Project Contact	Estimated Operating Cost	
Acquisition of 8 Buses	GoTriangle	Brian McLean	Base Year	\$ -
		bmclean@gotriangle.org	Recurring	\$ -
Estimated Start Date	Estimated Completion	Notes	Estimated Capital Cost	
March 2018	September 2019	Vehicles ordered in March 2018 are expected to be delivered 18 months later.	Base Year	\$ 4,000,000
			Cumulative	\$ -

Project Description Enter below a summary of the project amendment and impact on approved plan.

SCOPE CHANGE (non-cardinal): The original request was for eight (8) expansion vehicles at a cost of \$4,000,000. As adjustments have been made to anticipated service expansion, we have revised the forecasted need for expansion vehicles for service to begin in FY2019 to 3 vehicles. GoTriangle has sufficient contingency vehicles in its fleet to begin service expansion in FY2019 while the expansion vehicles are on order. The remaining five (5) vehicles originally approved in the FY2018 Workplan would be changed to replacements. GoTriangle has a need to replace 25 vehicles in FY2020. Based on the split of FY2016 GoTriangle revenue miles by county, we are requesting that forty percent (40%) of those vehicles would be funded using Wake Transit revenues. That amounts to ten (10) vehicles. We are delaying our vehicle order until after we receive the results of an Alternative Fuels Fleet Assessment in late January. Depending upon the results of the assessment the vehicles could be ordered in March 2018 or later if we need to initiate a new procurement.

1. Enter Wake Transit Project ID(s) to Increase

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

2. Wake Transit Project ID(s) to Reduce

Project ID	Project	Appropriation Category	Amount	Recurring Amount	Notes
TOTAL			\$ -	\$ -	

3. Impact on Transit Plan Project Costs

From above, indicate whether amounts impact operating or capital budgets in Wake Transit Plan.	Estimated Operating Cost	Current Year	\$ -
		Recurring	\$ -
	Estimated Capital Cost	Base Year	\$ -
		Cumulative	\$ -

Project Justification / Business Case Provide responses to EACH of the questions below. Answer the questions as fully as possible. Enter Non-Applicable (N/A) as appropriate.

4. Is this New/Amended project Operating, Capital or Both? **Operating** **Capital** **Both**

5. What is the timeframe for the request? Are you requesting a full year of funds or a partial year to be annualized in future fiscal years?

We are not changing the encumbrance of the funds. The reimbursement request would likely be in FY2020.

6. What is the expected outcome(s) if this request is funded? What is the alternative if the request is not funded?

If this change in scope is not approved, then GoTriangle would only order the three (3) expansion vehicles that have an identified need. The replacement requests would be added to the project submittal for the FY2019 Workplan.

7. List below the Key Performance Indicators (deliverables) while this project is in progress. These performance measures will be reported quarterly. Are these the same measures as currently being reported?

- a) Purchase order date
- b) Vehicle Delivery dates
- c) Dates placed in service

8. List any other relevant information not addressed.

N/A

9. Please enter estimated appropriations to support expenses identified above. Enter FY 2018 and the estimated annualized cost in FY 2019 using the 2.5% growth factor, if applicable. The spreadsheet will calculate 2020 and beyond by 2.5%. If your project is not expected to have recurring costs in FY 2020 and/or beyond, delete the calculation(s) in columns E-H.

Cost Break Down of Project Request							
OPERATING COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Growth Factors		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary & Fringes			-	-	-	-	-
Contracts			-	-	-	-	-
Bus Operations:							
Estimated Hours			-	-	-	-	-
Cost per Hour			-	-	-	-	-
Estimated Operating Cost	-	-	-	-	-	-	-
Bus Leases			-	-	-	-	-
Park & Ride Lease			-	-	-	-	-
Other			-	-	-	-	-
Other			-	-	-	-	-
Subtotal: Bus Operations	-	-	-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
Other (Describe)			-	-	-	-	-
TOTAL OPERATING COSTS	-	-	-	-	-	-	-

10. Please enter estimated appropriations to support contractual commitments and other expenses related to proposed capital projects identified above.

CAPITAL COSTS	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Design	-	-	-	-	-	-	-
Construction - Implementation	-	-	-	-	-	-	-
Equipment	4,000,000	-	-	-	-	-	-
Land - Right of Way	-	-	-	-	-	-	-
TOTAL CAPITAL COSTS	4,000,000	-	-	-	-	-	-

Assumptions for Costs and Revenues Above:

11. Please state any assumption(s) used to calculate the capital and operating dollars and revenues shown above.

GoTriangle allocates the appropriate share of vehicle replacements to Wake Transit funds based upon the FY2016 base year revenue miles by county. Forty percent (40%) of the FY2016 revenue miles were for GoTriangle service operated in Wake County.



Wake County Transit Planning Advisory Committee TPAC Budget and Finance

Financial Disposition: January 4, 2018

Discussion:

The Budget Amendment process requires the review and provision of a financial disposition of all Major/Minor amendments that are submitted by the Transit Planning Advisory Committee (TPAC) *Budget and Finance Subcommittee*.

Additional review as to purpose, scope, and prioritization, including recommendations for approval or the need for additional review will be discussed at the January 17th TPAC Meeting. All minor and major budget amendments must be approved by the Capital Area Metropolitan Planning Advisory Committee (CAMPO) and GoTriangle executive boards.

Requested Items for Committee Disposition:

Eight new positions were submitted for budget amendments. An additional position was previously budgeted, beginning in the FY 2017 budget, but was never filled. This position was submitted as a position reclassification and is requested to be filled for FY 2018 at a half year funding. Other amendments requested include a portion of vacant salary funding to be used for consulting services in FY 2018 and change to purchase 3 expansion vehicles and 5 replacement vehicles to meet current need as compared to the original 8 expansion buses programmed in the FY 2018 Wake Transit Plan.

Financial Impact:

Based on the timing of the hires, the amount budgeted in FY 2018 in the salary reserve covers the amount requested in the budget amendments, leaving \$59,300 remaining in the FY 2018 budget for the salary reserve. The full year incremental impact of the positions is \$412,150. This amount has been included in the FY 2019 model.

The FY 2019 Draft Transit Work Plan shows these positions (as well as an additional 1/4-year funding for a Senior Engineer for the City of Raleigh) as staffing reserve contingent upon decisions made by the TPAC. The FY 2019 Draft Transit Work Plan also includes the full year of funding for the creative design consultant. Attached is a listing amendments submitted and the financial impact of the amendments for FY 2018 and FY 2019.

FY18 Amendment Financial Impact

Ordinance Tag	Agency	Description	FY 2018	FY 2018	FY 2018	FY 2018
			Adopted Budget	Proposed Amended Budget	Impact - Increase/ (Decrease)	Incremental Impact
Tax District Administration	Tax District (Go Triangle)	Budget and Financial Manager	\$ -	\$ 31,875	\$ 31,875	\$ 127,500
Tax District Administration	Tax District (Go Triangle)	Tax District Administrative Assistant	-	7,500	7,500	30,000
Transit Plan Administration	GoTriangle	Paralegal	-	41,250	41,250	82,500
Transit Plan Administration	GoTriangle	Wake Transit Program Director	-	50,000	50,000	150,000
Transit Plan Administration	GoTriangle	Wake Transit Administration Coordinator	-	16,875	16,875	67,500
Transit Plan Administration	GoTriangle	Performance Data Specialist	-	13,200	13,200	26,400
Transit Plan Administration	CAMPO	Wake Transit Program Manager	-	75,000	75,000	153,750
Transit Plan Administration	CAMPO	Transit Planner	-	75,000	75,000	153,750
Transit Plan Administration	Tax District (Go Triangle)	Reserve for additional staff	370,000	59,300	(310,700)	(379,250)
Transit Plan Administration	GoTriangle	BRT Project Engineer *	153,750	78,750	(75,000)	-
Transit Plan Administration	GoTriangle	Creative Design Consultant	97,500	129,500	32,000	-
Total Financial Impact			\$ 621,250	\$ 578,250	\$ (43,000)	\$ 412,150
Bus Acquisition	GoTriangle	Acquisition of 8 Buses**	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -

*- Title change from FY18 Adopted budget.

** - Repurpose funds from eight (8) service expansion vehicles to a mix of eight (8) service expansion/replacement.

Major Amendments							
Amendment ID	Agency	Project Name	Original Budget	Amended Request	Comments		
					Wake County	Raleigh	Town of Cary
TO001-18A-A	GoTriangle	1.0 FTE Budget & Financial Manager		\$ 31,875	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a different B&F and TPAC than January.		
TO001-18A-B	GoTriangle	0.5 FTE Tax District Administrative Assistant		\$ 7,500	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. Also, could the cost allocation attributed to this position be allocated similar to the cost allocation done for the ERP system (25% Wake Transit)?		
TO002-18A-A	CAMPO	1.0 FTE Wake Transit Program/Project Manager		\$ 75,000	and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. This position is also written/scoped as a project manager in the budget request and the scope is different than tasks assigned appear different than in the staffing study.		
TO002-18A-B	CAMPO	1.0 FTE Wake Transit Planner		\$ 75,000	and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. This position is shown in the table but not tasks assigned to it in the staffing report.		
TO0002-18A-C	GoTriangle	1.0 FTE Paralegal		\$ 41,250	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January.		
TO0002-18A-D	GoTriangle	1.0 FTE Wake Transit Program Director		\$ 50,000	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. The tasks in the budget amendment form are different than in the staffing plan.		
TO0002-18A-E	GoTriangle	1.0 FTE Wake Transit Administration Coordinator		\$ 16,875	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. This position description is not that different in duties from the administrative assistant.		
TO0002-18A-F	GoTriangle	1.0 FTE Performance Data Specialist		\$ 13,200	This request should be reviewed after the CTT and TPAC has reviewed the consultant's staffing plan and considered at a later B&F and TPAC meeting than January. The tasks in the budget amendment form are different than in the staffing plan. It is also not clear if this is for all Wake Transit services for just GoTriangle services.		
TO0002-18A-G	GoTriangle	MYBSIP	\$ 1,292,000	\$ -			

TO002-18A-H	Tax District/Vari ous	Reserve for Staff	\$ 370,000	\$ 59,300	The materials prepared by CAMPO show that the reserve for staffing line as \$230,000. This number needs to also account for CAMPOs use of reserve. The full year impact of all positions is \$791,400. This has been modeled in FY 2019.	<p><i>Response from TPAC Administrator: Amendment List revised to reflect what the Town of Cary proposed through their comment regarding the change of responsible agency for 'Reserve' from 'GoTriangle' to Various; Also revised the fiscal impact to denote the amount the Reserve would be reduced to.</i></p> <p>Why is the amendment matrix implying that GoTriangle is in control of or is the project sponsor for the staffing reserve? I know GoTriangle submitted a form implying this, but GoTriangle is not in control of how much staffing reserve is preserved based on their requests alone. GoTriangle's requested reduction only matches up with what it is requesting to come out of the reserve and does not account for CAMPO's request. Suggest removing GoTriangle as the responsible party for this and replacing with "Various" as reflected in the FY 2018 Wake Transit Work Plan. Also suggest adjusting the \$209,300 amount reflected in the FY19 Funding Impact column to account for what CAMPO is requesting, which reduces the amount attributable to major amendments to staffing to \$59,300. The way this is currently laid out in the matrix is confusing and doesn't reflect the true impact of staffing requests on the FY 2018 reserve. The staffing allocation change reflected in the proposed minor amendments will also have an impact on modifying what is left of the reserve.</p>
Minor Amendments						
Amendment ID	Agency	Project Name	Original Budget	Amended Request	Comments	
					Wake County	Town of Cary
TO001-18A-I	GoTriangle	1.0 FTE BRT Engineer	\$ 153,750	\$ 78,750	This is not a minor amendment as it is a change in scope. Also, project sponsors have not been selected for the BRTs; GoRaleigh's request for a project engineer was budgeted as reserve for the Draft 19 Work Plan under the tax district until project sponsors are decided. Could these funds be submitted as a scope change and fund one of the other positions requested?	<p>Transit Agencies have generally been silent on other providers requests for positions; however, our request for a Project Engineer in FY2019 was met with resistance and this position is currently in FY2019 reserve. This was due to the determination that "Project" related positions would not be funded until Project sponsors were chosen within the Bus Implementation and MIS Studies. I am confused on the logic for an amendment approval for a GoTriangle Project Engineer position in FY2018 when our identical FY2019 request is in reserve. It would seem that the TPAC should be consistent with an approach; either they would approve both for funding beginning in January of 2018 and July of 2018 respectively or all agencies would wait for the determination of project sponsors as previously described.</p> <p>The Town of Cary supports the release of \$75K from the GoTriangle FTE that was originally scoped to manage the Fixed Guideway Corridors MIS. However, the Town does not support the repurposing/re-scoping of this FTE to "BRT Project Engineer." GoTriangle should not have a BRT project engineer added to the work plan unless GoTriangle has been identified as a project sponsor or co-sponsor in some capacity for one or more of the proposed BRT projects. This position was intended to generally be a "Project Engineer" to manage the MIS and to potentially transition into a general project engineer FTE resource for CRT or BRT development, should GoTriangle be assigned a project sponsor for either of those technologies, and minimally for GoTriangle's implementation of bus infrastructure projects as a transit provider, which would be similar to Raleigh's and Cary's already approved FTEs for implementing their projects. There is no reason at this point in our planning processes for GoTriangle to have a project engineer specified as "BRT Project Engineer."</p>

TO001-18A-J	GoTriangle	Creative Design Consultant	\$ 97,500	\$ 129,500	How much of the \$97,500 has been spent to date of the FY 18 appropriation before approving the amendment. A full year was funded in the draft 19 work plan. Also, the bus plans and MIS have marketing funds. This is also a change in scope and not a minor amendment.	I do not feel that outside agencies are in a position to determine another agencies staffing needs but I would like a better understanding for how this position will be utilized. The Wake Transit Plan will have many peaks and valleys as our need for labor and special skills escalates and deescalates as the plan is implemented. This should be met with a combination of contracted and in-house services. The marketing and promotion of the Wake Transit Plan will be extremely important as we continue to communicate our efforts to the citizens of Wake County; GoTriangle has been tasked with this major endeavor. As we fund short term needs we must not forget about the future implementation of major capital projects and the Marketing / Design / Community Engagement efforts that will be required by the implementing agencies. GoRaleigh provides twice as many peak fixed route buses as any other provider in Wake County, with such a large existing and anticipated future transit presence I want to ensure our resources are used wisely and that we consider future needs and funding.	For the creative design consultant, from what source is the "FY 18 Original funds" coming? The FY 2018 work plan budget sets aside \$97,000 for Project TO002-D (Outreach/Marketing/Communications for Transit Plan Implementation), not \$97,500 as indicated in the amendment matrix. Is this supposed to be \$97K? The accounting as presented here seems to be off a bit. Consequently, the total request for this budget line would be \$129K and not \$129,500. Is the intent of this amendment to retain what was originally scoped for the project covered by this budget line and include additional financial resources for the creative design consultant, or is it to supplant the original scope with a creative design consultant for different things? It is not clear what is being proposed for this amendment versus what is being retained for the scope of the project covered by this budget line.
TC001-18A-A	GoTriangle	Acquisition of 8 Buses (Scope Change)	\$ 4,000,000	\$ 4,000,000	Agree that this is a non cardinal scope change, but request as part of this amendment and FY 19 budget requests that GoTriangle submit a bus replacement plan that contemplates replacements by year and funding source (Wake/DurhamOrange/Regional)		
General Comments Received							
Agency	Comment						
Town of Cary	There should be the elimination of Project TO002-K (Community Funding Areas Program Management Plan), which was budgeted at a cost of \$175K. This is a task that is being covered by the funding contributions from Raleigh, CAMPO and GoTriangle that fall outside of the tax district's purview. This task and the MYBSIP task were both assumed to be covered by the funding provided by these parties in FY 2017 to kick start the planning we needed to do.						
Town of Cary	Is the major/minor amendment determination based on an annualized amount, or the amount of the amendment request in the current year? It is feasible to have an amendment that would be considered "minor" based on the amount requested in FY18, but would be considered major when looking at the annualized change in future years.						

FY18 Amendment Financial Impact

Ordinance Tag	Agency	Description	FY 2018 Adopted Budget	FY 2018 Proposed Amended Budget	FY18 Impact - Increase/ (Decrease)	FY19 Incremental Impact
Tax District Administration	Tax District (Go Triangle)	Budget and Financial Manager	\$ -	\$ 31,875	\$ 31,875	\$ 127,500
Tax District Administration	Tax District (Go Triangle)	Tax District Administrative Assistant	-	7,500	7,500	30,000
Transit Plan Administration	GoTriangle	Paralegal	-	41,250	41,250	82,500
Transit Plan Administration	GoTriangle	Wake Transit Program Director	-	50,000	50,000	150,000
Transit Plan Administration	GoTriangle	Performance Data Specialist	-	13,200	13,200	26,400
Transit Plan Administration	GoTriangle	Wake Transit Administration Coordinator	-	16,875	16,875	67,500
Transit Plan Administration	CAMPO	Wake Transit Program Manager	-	75,000	75,000	153,750
Transit Plan Administration	CAMPO	Transit Planner	-	75,000	75,000	153,750
Transit Plan Administration	Tax District (Go Triangle)	Reserve for additional staff	370,000	59,300	(310,700)	(379,250)
Transit Plan Administration	GoTriangle	Creative Design Consultant	97,500	129,500	32,000	-
Total Financial Impact			\$ 467,500	\$ 499,500	\$ 32,000	\$ 412,150
<i>Bus Acquisition</i>	<i>GoTriangle</i>	<i>Acquisition of 8 Buses *</i>	<i>\$ 4,000,000</i>	<i>\$ 4,000,000</i>	<i>\$ -</i>	<i>\$ -</i>

* - Repurpose funds from eight (8) service expansion vehicles to a mix of eight (8) service expansion/replacement.

MEMORANDUM

TO: GoTriangle Operations & Finance Committee
FROM: Regional Services Development
DATE: February 21, 2018
SUBJECT: Contracting for Commuter Vanpool Services for GoTriangle Vanpool Program

Strategic Objective or Initiative Supported

This activity comes out of the work on the initiative to “Develop and Implement a Vanpool Business Plan (including strategies to improve fleet management, billing, reporting).” It supports the objectives 1.1 Increase number of customers served with sustainable transportation services and 1.5 Maintain cost-effectiveness.

Action Requested

Staff requests that the Committee receive information and comment on the benefits, risks and mitigation strategies to contracting with Enterprise for Commuter Vanpool Services for GoTriangle Vanpool Program Operation services.

Background and Purpose

Customer ridership on vanpool services has been declining since 2009, particularly in the past two years when fuel prices have fallen significantly. As the number of vanpools in operation has declined, the operating subsidy per van has increased because some of the program costs are fixed and thus are spread across fewer vanpools.

As vanpool demand has fallen, GoTriangle has had excess vehicles in the fleet, which still have costs even when not in service. When demand increased rapidly in 2006, 2008, and 2009, GoTriangle had difficulty supplying vehicles to meet the demand.

Our relevant strategic objectives are to increase the number of customers using vanpool services and to maintain cost-effectiveness. While we have always managed this service in-house, many agencies contract the program administration to a third-party. On September 13, 2017, GoTriangle issued a Request for Proposals to evaluate whether a new service delivery strategy can meet our objectives.

We received a single proposal from Enterprise Leasing Company – Southeast, LLC (“Enterprise”). They are currently the only vanpool operator in our region of the United States.

The contract with Enterprise would cover the following:

- Provision of vehicles
- Maintenance of vehicles
- Insuring vehicles
- Emergency assistance
- Financial administration and billing
- Data collection and reporting
- Marketing and sales
- Customer service
- Coordination with GoTriangle and staff at TDM partner organizations

Current customers would be transitioned from GoTriangle vans to Enterprise vans over a 2-3 month period following the execution of a contract. GoTriangle would transition its fleet of vanpool vehicles as they reach their Federal useful life. The internal administration of the vanpool program would be limited to oversight of the Enterprise contract. The GoTriangle staff providing vehicle maintenance and servicing would be absorbed into the paratransit and bus maintenance staff.

Contracting Benefits, Risks and Mitigation Strategies

Potential Benefits

The potential benefits of contracting with Enterprise include the following:

- leveraging their existing contractual relationships with businesses and employers in our service area by training their entire sales team and dedicating a staff person to the vanpool sales. The expectation is that this will grow the number of vanpool groups on the road. We are setting a target of doubling the number from 48 to 95 over the upcoming five years;
- increasing the federal formula grant revenues received from the Federal Transit Administration. If Enterprise successfully increases the number of vanpools on the road, then we will operate more revenue miles which will generate additional Section 5307 revenue after two years (assuming that the return per revenue mile remains relatively stable. See attached table for recent trend data.);
- matching fleet size to the customer demand so that vehicles will be available during periods of expansion and extra costs will not be carried by GoTriangle for insurance during periods of contraction;
- offering customers more choice in vehicle types. Enterprise offers customers 7 different models of 7-passenger vehicles, 2 models of 12-passenger vehicles, and a 15-passenger vehicle;
- reducing administrative responsibilities for billing, accounts receivable, collecting monthly data from vanpool customer groups;
- reducing GoTriangle exposure to liabilities associated with vanpool crashes and injuries;
- freeing up parking spaces at the Nelson Road Bus Operations & Maintenance Facility.



Risks and Mitigation Strategies

The risks associated with contracting out the vanpool program include the following:

- Ridership may not grow. The number of customers could continue to fall if gas prices stay low or due to other external forces.

According to our financial analysis, the cost of contracting the service would be about \$70,000 less than our net cost of operating the program in-house. Even if the program does not grow, there is a modest financial benefit to the agency of contracting the service.

- GoTriangle loses direct control over customer service. Enterprise would be responsible for contact with vanpool drivers and riders.

GoTriangle would provide oversight. We will include language in the contract to require monthly reports of customers-initiated contacts and complaints. We also will require Enterprise to provide customers with the GoTriangle Vanpool Manager contact information if customers' complaints cannot be resolved at the Enterprise Regional Manager level. As the contract period nears its end, we would have the option to bring some or all of the customer service responsibilities back in-house when we re-solicit for vanpool services.

- GoTriangle expenses for vanpool subsidies would be offset by Federal grant revenues on a two-year lag. The Federal grant revenue generation rates may fall to a level where they no longer exceed program subsidies.

GoTriangle would manage the payment of subsidies to the adopted annual budget. Each year we would establish a number of vanpool groups that would be eligible for a monthly subsidy. As Enterprise approaches that level, we would require them to make a written request for authorization from GoTriangle to raise the number that could be provided with a subsidy. At that time, and with each budget cycle, GoTriangle staff would evaluate the state of the Federal formula grant programs and make a recommendation to the Board of Trustees about whether to change the number of vanpool groups to subsidize.

- If coordination with Enterprise in communicating with employers is not effective, it may undermine relationships that have been established through the region's TDM program.

We will write into the contract the responsibility for Enterprise to provide advanced notice to the GoTriangle Sustainable Travel Services Manager of any scheduled meetings with employers about the vanpool program.

- Divesting ourselves of the fleet of vans means that we would only be able to return to our current in-house model over a period of years if we were not satisfied with Enterprise's service.

We expect to sell all vehicles that have met their useful life, transfer some others for use in the shuttle service or as staff vehicles, and lease remaining vans to Enterprise for use in the vanpool program. This will generate some revenue to offset expense subsidies in the first year. Though it would be expensive to rebuild a vanpool fleet with our own vehicles, we still would have the option to lease vans from third parties should we decide to bring the entire operation back in-house.



Financial Impact

The proposal from Enterprise is at no cost to GoTriangle. The nature of the contract with Enterprise would grant them permission to operate the GoTriangle vanpool program and set the prices for vanpools to be paid by our customers. Their price proposal for vanpools is higher than GoTriangle's current prices for monthly mileage up to 2,935 miles. Above that, GoTriangle's current prices are slightly higher, but we currently have only two vanpools that travel greater than that distance. GoTriangle's costs under this would be associated with the subsidy that we would offer each vanpool group. That will be brought to the Board as a separate action item.

For FY17, the vanpool program expenses were \$835,076 and we brought in \$540,121 in fare revenue and an estimated \$95,000 in State grant revenue. The net operating subsidy was approximately \$210,000. We also have to pay for the capital costs of the vehicles. Since these costs vary annually, we use the depreciation expenses as a way of capturing these additional costs to the program. For FY17, that added \$163,000.

The vanpool operation also generates Federal formula grant revenues for GoTriangle on a two year lag. The revenue miles that were operated in FY14 generated \$0.53 per mile in FY16 grants. Using that same rate, the FY17 revenue miles are expected to generate \$425,800 in FY19. We expect to grow the number of vanpools under this contractual arrangement with Enterprise, and that would result in increased Section 5307 grant revenues compared with the status quo.

Attachments

- Section 5307 Trend Analysis

Staff Contact(s)

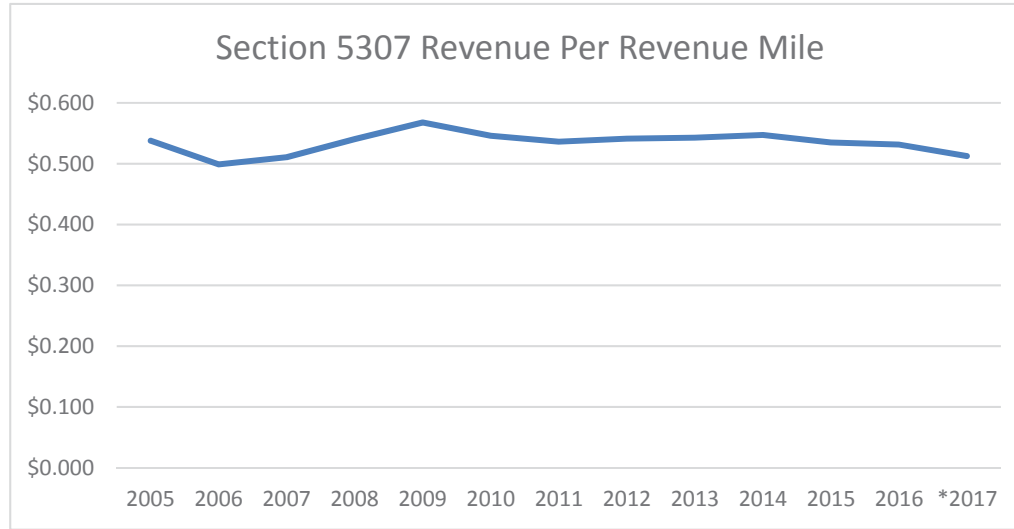
- John Tallmadge, jtallmadge@gotriangle.org, 919.485.7430
- Vanessa Battle, vbattle@gotriangle.org, 919.485.7462



Section 5307
Revenue Per
Revenue Mile

2005	\$0.538
2006	\$0.499
2007	\$0.511
2008	\$0.540
2009	\$0.568
2010	\$0.546
2011	\$0.536
2012	\$0.541
2013	\$0.543
2014	\$0.547
2015	\$0.535
2016	\$0.531
*2017	\$0.512

Mean \$0.53626149



* 2017 values are based on projecting from partial year (7/12ths) apportionment data unit values. Does not include Section 5339 Bus and Bus Facilities or Section 5340 Growing States revenues.