



## REQUEST FOR QUALIFICATIONS

### Hillsborough Train Station

**Issued By:** Public Space and Sustainability Division

**Issue Date:** Monday, September 27, 2021

**Questions Due Date:** 5:00 pm Monday, October 11, 2021

**Direct Inquiries to:** Stephanie Trueblood, Public Space and Sustainability Manager  
[stephanie.trueblood@hillsboroughnc.gov](mailto:stephanie.trueblood@hillsboroughnc.gov)

**Qualifications Due Date:** 5:00 pm Monday, November 8, 2021

**Delivery of Submissions:** *By Email:*  
[stephanie.trueblood@hillsboroughnc.gov](mailto:stephanie.trueblood@hillsboroughnc.gov)

*By Mail:*  
Town of Hillsborough  
Attn: Stephanie Trueblood  
PO Box 429  
Hillsborough, NC 27278

*In Person:*  
Town of Hillsborough  
Attn: Stephanie Trueblood  
101 East Orange Street  
Hillsborough, NC 27278

## Introduction

In accordance with N.C. General Statute 143-64.31, the Town of Hillsborough (the “Town”) requests statements of qualifications from professional, qualified firms to serve as a consultant to the Town in the planning and design of a train station building and site. Firms must have extensive experience in the design and construction of public facilities, as well as experience in net zero construction.

## Background

The Town is the county seat of Orange County, has a population of 7,400 people. It is centrally located between the Triangle (Durham/Raleigh/ Chapel Hill) and the Triad (Greensboro/Winston-Salem/ High Point) with exits on I-40 and I-85. In 2017, the Town adopted a resolution supporting the goal of 100% Clean Energy by 2050 for the Town (attached as “Exhibit A”). This Project will be the first facility to be built to net zero standards in accordance with the Town’s clean energy objectives and goals.

The Town secured funding through the NCDOT TIP process to construct a train station, including utilities, site access, and parking. In 2016 the Town contracted with Summit Design and Engineering Services and Surface 678 to prepare a conceptual site layout (attached as “Exhibit B”) to assist with preliminary environmental screening of the property.

## Project Description

In 2021, the Town entered into a Funding Agreement (attached as “Exhibit C”) with the North Carolina Department of Transportation and GoTriangle to facilitate the planning and design of the proposed Hillsborough Train Station building and site. Phase 1 will include planning, design, and construction document level engineering of the train station building, parking, a covered platform, site circulation, connectivity to the site and other related and necessary improvements. The train station building is expected to be approximately 7,000 square feet and will provide space for offices and passenger service areas. The station will primarily be used for office and meeting space until future expansion and construction of the station’s platform. This project will include 3 concept designs, one which will be carried through to construction document level design and engineering estimates. This project may also include bid services and CEI.

## Project Schedule

The Town anticipates two years for design but asks respondents to provide a detailed project schedule.

## Scope of Services

The minimum scope of professional services shall include design and engineering for the following:

- 7,000 square foot net-zero train station with the following components:
  - 1,000-1,500 square feet of waiting room and ticketing area space
  - 2,000-2,500 square feet of meeting room and storage space
  - 1,000-1,500 square feet of town office space
  - 1,500-3,000 square feet of accessible public restrooms, storage, and mechanical space
- Parking lot for train station including:
  - 100 parking spaces

- 10-20 parking spaces for electric vehicles
- Stormwater Control measures to meet stormwater requirements which may include:
  - Green infrastructure
  - Treatment trains
  - Innovative parking lot stormwater catchment/treatment
- Utilities for the site
- Covered train station platform
- Roadways and sidewalks into the train station site from Orange Grove Road
- Pedestrian connection via greenway to downtown Hillsborough (including a possible pedestrian bridge and tunnel)

#### *Additional Requirements*

- For each component above, a permitting plan indicating the other agencies who have review or comment authority, reviews steps, and process time
- For each component, an evaluation of sustainable and green building practices that the town should consider – including solar energy options (passive and active) – should be identified with a pro or con recommendation
- All components must be ADA compliant
- Ensure that plans for all facilities function well together, in terms of traffic flow, ingress and egress, accessibility, connectivity, parking, etc.

#### **Submittal Instructions & Requirements**

##### *Instructions*

Interested firms are invited to submit their qualifications for consideration. The submittal should contain, at a minimum, the information requested in “Submittal Requirements” below. Firms shall submit five (5) paper copies and one (1) digital copy or an electronic submittal of their response clearly marked “RFQ –Passenger Rail Station”, no later than 5:00 p.m. on Monday, November 8, 2021 to the address listed below or emailed to [stephanie.trueblood@hillsboroughnc.gov](mailto:stephanie.trueblood@hillsboroughnc.gov). The Town’s email server has a 20 MB limit, so if needed, please use a cloud-based file sharing platform and provide directions to access the proposal.

Town of Hillsborough  
Attn: Stephanie Trueblood  
P.O. Box 429  
Hillsborough, NC 27278

The submittal deadline is absolute. Late submittals will not be considered. Statements of Qualification received after the due date and time will not be accepted or considered and will be returned to the sender without review. Prospective firms and individuals must select a method of delivery that ensures the Statement of Qualifications will be delivered to the correct location by the due date and time.

The RFQ may be downloaded from the Town of Hillsborough web page. Note that failure to notify the Town that you have downloaded an RFQ will preclude you from receiving updates or amendments, if issued.

Questions regarding this RFQ may be directed to Stephanie Trueblood, Public Space and Sustainability Manager, at [stephanie.trueblood@hillsboroughnc.gov](mailto:stephanie.trueblood@hillsboroughnc.gov). Questions must be submitted by 5:00 pm Monday, October 11, 2021. Questions and responses will be posted to the bid section of the town's website until 5:00 pm November 8, 2021.

#### *Submittal Requirements*

Any firm that would like to be considered for this project must submit the following information as part of their statement of qualifications:

- Cover Letter. The Cover Letter should include the following information:
  - Describe your interest in the Project and the unique advantage your firm and team brings to the Project.
  - What challenges or impediments could affect the schedule or budget for the project? How do you propose to address and mitigate these? Give examples of similar challenges on your past projects?
  - State any conflicts of interest your firm or any key team members may have with this Project.
  - Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past 5 years involving your firm or any of your proposed subconsultants. With respect to resolved matters, describe the outcome.
  - Provide a description of the company that will enter into the contract(s) with the Town, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter into the contract(s) with the Town.
- Qualifications and relevant experience of Firm and key team members in providing similar services for similar projects.
  - List a maximum of 5 relevant, similar projects, either currently in progress or having been completed in the past 10 years, containing work comparable to this specific Project, including any projects with the Town, as follows:
    - List **only** projects involving the key team members or subcontractors proposed for this Project.
    - List projects in date order with newest projects listed first and include the following:
      - Brief project description;
      - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
      - Contract dollar amount and total time period involved. Demonstrate your firm's previous success in being able to deliver similar projects on time and at or under budget;
      - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economic and professional manner.
  - Provide an organizational chart of all key team members who will be directly involved in providing services, including subcontractors, to be assigned specifically to this Project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the

firm. Identify any member of the team that is a certified minority, women, or small business firm.

- Discuss your firm/team's qualifications and previous experience or related projects, specifically:
  - Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result during this collaboration. Discuss the successes of the team collaboration, and any problems encountered and methods used to mitigate issues.
  - Resumes may be submitted for each proposed key team member. Resumes will not be counted toward any page limit.
- Availability of the Firm and Key Team Members for this Project.
  - Describe a specific project or example that illustrates your team availability and responsiveness.
  - Discuss availability of key team members by providing a list of current projects/work for each key team member.
- Project Understanding, Methodology, and Approach.
  - Discuss the Firm's understanding of the Project objectives and describe the proposed project approach to deliver the Services in an effective, timely, and professional manner. Describe any methods the firm intends to use to reduce and control project costs. Outline the project plans, structure and services to be provided and how and when these services will be provided. The description should fully and completely demonstrate the proposer's intended methods for servicing the requirements of all aspects of the Project set forth herein.
  - Describe any support needed from the Town staff in order to execute the Services.
  - Describe the Firm's Management and Quality Control procedures related to subconsultants.
  - Discuss the Firm's process and procedures for meeting schedules and budgets.
  - Discuss the Firm's communication and file retention methods and policies
- Net Zero Building Experience.
  - Describe the Firm's experience with designing net zero buildings and minimizing carbon footprints.
  - Describe the Firm's experience utilizing green or recycled materials or any other waste reducing measures.
  - Describe the Firm's experience with solar and alternative energy sources.
  - List a maximum of 5 relevant, similar projects, either currently in progress or having been completed in the past 10 years, containing net zero construction.

## Selection Procedures

### *Evaluation Criteria*

The Town will establish a selection committee to review each qualification package. Qualification packages will be evaluated on the firms' ability to meet the requirements of this RFQ. Specific evaluation criteria include:

- The firm's experience in providing similar services for similar projects
- Demonstrated understanding of the Scope of Services as evidenced by the proposal
- Proposed project approach and schedule
- Clearly established capacity to complete scope of work on a qualitative and timely basis
- Qualifications and abilities of key individuals identified in the Qualifications Package
- Collaboration and Communication Methods
- References
- Demonstrated ability to design to net zero standards

Respondents will also be evaluated on the experience of the Design Consultant Project Manager, Design Manager, and other Project professionals that demonstrate a history of success with similar projects, including experience providing similar services for similar projects. The Design Manager and other project design related professionals' references must be employed by the firm and licensed in the State of North Carolina.

### *Interviews*

At the sole discretion and option of the Town, oral interviews may be conducted with one or more firms to assist in the selection process.

### *Additional Information*

- Public Records
  - Upon receipt by the Town, your Qualifications Package is considered a public record except from material that qualifies as "Trade Secret" information under N.C. General Statute 66-152 or 132-1.2. Your Qualifications Package will be reviewed by the Selection Committee, as well as other staff and members of the general public who submit a public record request. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do not disclose Except for the Purpose of Evaluating this Qualifications Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.
  - In submitting a Qualifications Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all staff and town officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee. Furthermore, each firm agrees to indemnify and hold harmless the town and each of its officers, employees and agents from costs, damages, and expenses incurred in

connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Qualifications Package as a trade secret may be disqualified from the selection process.

- Conditions, Clarifications and Reservations

- The Town reserves the sole discretion and right to (1) reject any or all responses, (2) waive informalities in a response, (3) select a firm that has submitted fully responsive Statement of Qualifications and who is determined by the Town to be a professional, qualified firm to be in the best interest of the town, or (4) take whatever action or make whatever decision it determines to be appropriate.
- The Town assumes no obligation in this general solicitation of Statements of Qualifications and all costs and expenses of responding to this RFQ shall be borne by the interested firms or individuals.

## **Resolution Supporting the Goal of 100% Clean Energy by 2050 for the Town of Hillsborough, and the Fostering of a Resilient and Sustainable Community**

Whereas, climate change is real, is affecting our community now, and the choices we make today will affect future generations;

Whereas, climate change is human-caused, primarily due to emissions from burning coal, oil, and natural gas, is already affecting and will continue to affect North Carolina's temperatures, precipitation, and sea level with harmful consequences;

Whereas, 15 of the 16 hottest years on record have occurred since the year 2000, and the 3 hottest years on record were 2014, 2015, and 2016;

Whereas, the ongoing increase in global temperature, if not stopped, will continue having major adverse impacts on both natural and human-made environments including the effects of more and frequent and intense extreme weather events;

Whereas, the harmful consequences are already being felt locally and across the state, for example, in wetter, more destructive storms; longer, deeper droughts, and heavy rains that threaten our local food system and economy; increased suffering from seasonal allergies and asthma; increased threat and instances of tick-borne and other diseases;

Whereas, these consequences will be most severe for low-income neighborhoods and communities; low-income communities and communities of color in North Carolina and the United States are inordinately exposed to pollution, which causes serious health problems such as cancer and asthma, from fossil fuels, including the dirtiest coal-fired power plants, which produce coal ash, are disproportionately located in communities of color; and the town of Hillsborough contributes to that pollution by dependency on coal-fired energy;

Whereas all scientific bodies in the U.S. and the world have concluded, based on the evidence, that human activities are the dominant cause of climate change. These scientific bodies include the Intergovernmental Panel on Climate Change, U.S. National Academy of Science, American Meteorological Society, U.S. Environmental Protection Agency, U.S. Department of Defense, and many more;

Whereas, leading economists, policy experts, and business leaders conclude that transitioning to a clean energy economy available for all would create millions of green jobs nationally and improve the living standard for a wider range of people;

Whereas, Stanford University and University of California-Davis studies conclude the United States energy supply could be based entirely on renewable energy by the year 2050 using current technologies and 80% renewable energy by 2030, while creating numerous green jobs;

Whereas the Intergovernmental Panel of Climate Change Fifth Assessment Report found that near zero greenhouse gas emissions are necessary to stabilize the global temperature and avoid climate catastrophe;

Whereas government bodies at every level, including local government, have a moral obligation to adopt practices and policies to make our communities more resilient to the consequences of climate change and prevent climate change from getting worse, wherever possible;

Whereas, North Carolina installed 1,140 MW of solar electric capacity in 2015, ranking our state second in the nation; and nearly \$1.7 billion was invested on solar installations in North Carolina; and there are currently more than 200 solar companies at work throughout the value chain in North Carolina; and there are state companies employing some 6,000 people; and North Carolina ranks third in the nation in installed solar capacity, enough to power 260,000 homes; and North Carolina has more offshore wind energy potential than any Atlantic state;

Whereas, 600 colleges and universities including 20 North Carolina (and four Triangle-based) institutions of higher learning have committed to reduce greenhouse gases; the Mayor of Hillsborough has signed on to the Climate Mayors Agreement; the Mission of the Town is to act as stewards of the Public trust to "manage, provide the infrastructure, resources, and services that enhance the quality of public life for the living beings and land within our town"; and the Town is pledged to serve the Community by enhancing economic vibrancy;

Now therefore, be it resolved by the Hillsborough Town Board that it endorses the following:

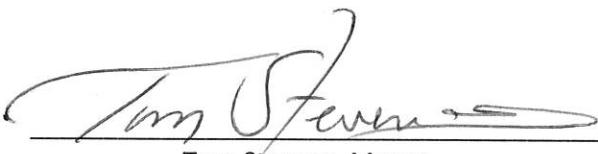
Section 1. The Town of Hillsborough, North Carolina shall establish a transition from fossil fuel-powered operations to 100% clean/renewable energy by December 31, 2050 or sooner and 80% clean, renewable energy by 2030, to build a more resilient community, promote an environmentally sustainable economy, and to protect our local community and the Earth for current and future generations. This commitment shall aspire to transition all energy sectors in town operations, including electricity, heating and cooling, and transportation. Clean, renewable energy is defined as carbon and pollution free energy sustainably collected from renewable sources including wind, solar, and geothermal. Other approaches may be included after being evaluated for sustainability and environmental justice implications. The Town firmly commits to achieving equity, affordability, and access for all members of the community in the transition to renewable energy. Nuclear, natural gas, coal, oil based, or any other forms of carbon-based energy production are not included as clean or renewable sources of energy.

The Town also calls on The State of North Carolina to establish a transition from fossil fuels to 100% clean renewable energy for all energy sectors by 2050 or sooner and 80% clean renewable energy for all energy sectors by 2030. We appreciate Governor Cooper's current efforts on clean energy, and call for Governor Roy Cooper to establish a Governor's Work Group to assist local governments across the state achieve this goal, and for the North Carolina General Assembly to enact policies and budgetary decisions that support a sustainable, clean energy economy for our state. Furthermore, we commit to a transparent and inclusive process for planning and implementation, ensuring that the public has an opportunity to participate as the town adopts a transition roadmap.

The Town commits to work with surrounding communities and municipalities in achieving aligned clean energy and equity goals as well as advocating for policies or regulations at the state, regional and/or federal level that aid our Town in this just transition.

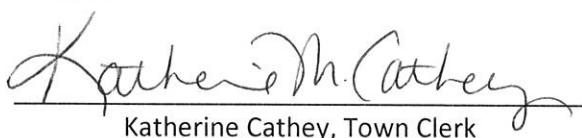
Section 2. This resolution is effective upon adoption.

Adopted this the 11<sup>th</sup> day of September, 2017.

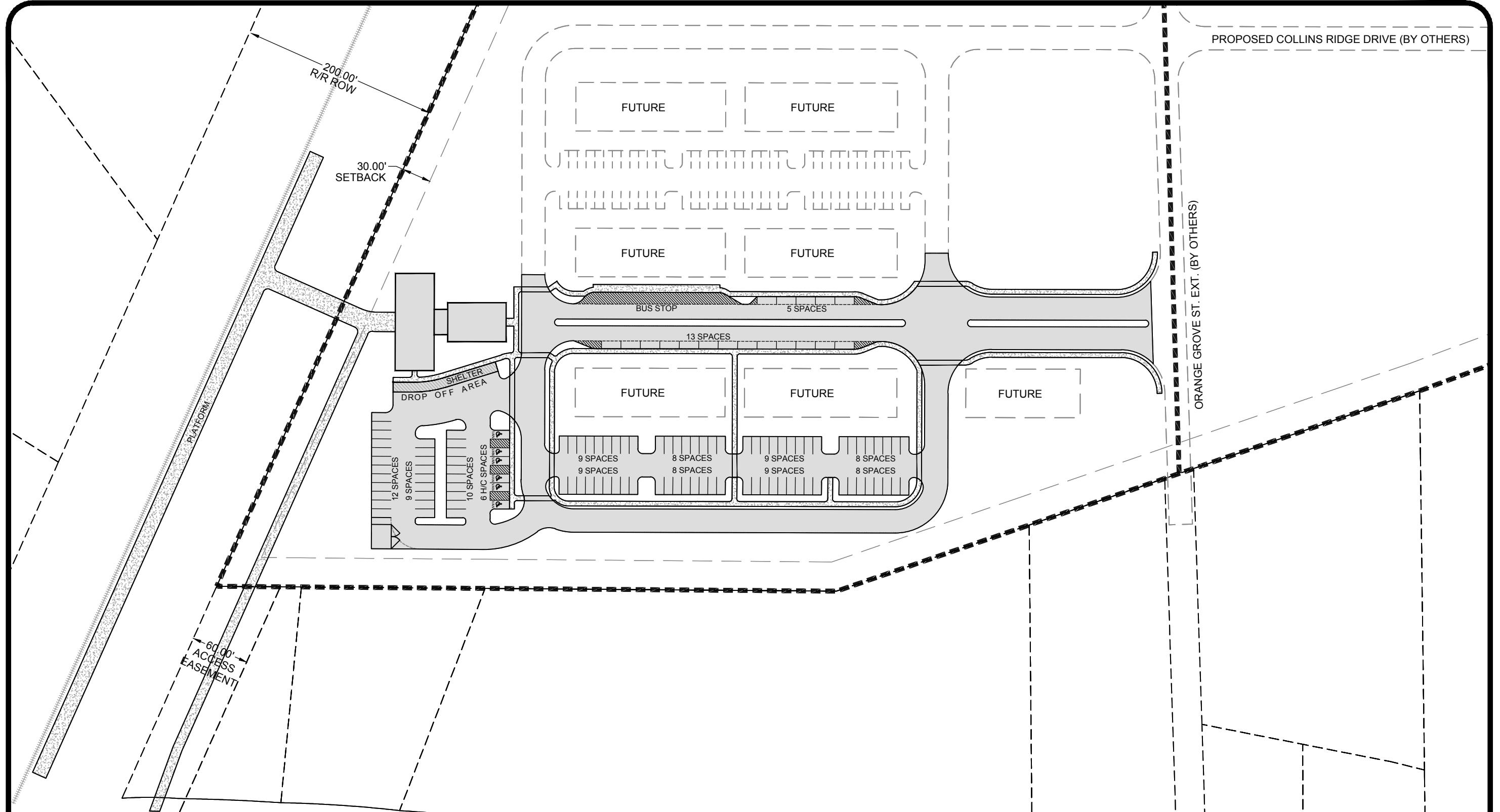


Tom Stevens  
Tom Stevens, Mayor

ATTEST:



Katherine Cathey  
Katherine Cathey, Town Clerk



SCALE 1":100'
FIRST ISSUE DATE 2016-06-30
PROJECT NO. <b>15-0297</b>
SHEET NO. <b>BULLETIN</b>

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OR HER SIGNATURE AND SPECIFIC  
DESCRIPTION OF THE ALTERATIONS.

**HILLSBOROUGH TRAIN  
STATION**  
ORANGE GROVE ROAD  
HILLSBOROUGH, NC 27278

**15-0297\_CONCEPT**

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NORTH CAROLINA  
ORANGE COUNTY

DATE: March 31, 2020

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

PRELIMINARY ENGINEERING,  
CONSTRUCTION FUNDING AND  
MAINTENANCE AGREEMENT

AND

TOWN OF HILLSBOROUGH

TIP: P-5701  
WBS: 46395.1.1 (P.E.)  
WBS: TBD (CON)

AND

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

This **Preliminary Engineering and Construction Funding and Maintenance Agreement** (“Agreement”) is made and entered into on the last date executed below and constitutes an agreement between the North Carolina Department of Transportation, an agency of the State of North Carolina (hereinafter referred to as the “Department”), the Town of Hillsborough, a local government entity (hereinafter referred to as “Municipality”), and the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina, (hereinafter referred to as “GoTriangle”) (each individually hereinafter referred to as a “Party,” and collectively as the “Parties”) to describe the proposed actions to be taken by the Parties to govern the planning, design, construction, maintenance, and coordination efforts associated with a proposed new Hillsborough Train Station.

**WITNESSETH:**

**WHEREAS**, the Parties are interested in establishing a new train station which would encourage economic development for the Municipality, and the surrounding communities (hereinafter referred to as the “Project”); and,

**WHEREAS**, the Parties hereby agree that it would be beneficial to the Parties to pursue the Project; and,

**WHEREAS**, North Carolina General Statutes (“N.C.G.S.”) Sections 136-18, 136-20, and 136-44 provide the Department with the authority to participate in the planning and construction of railroad projects approved by the North Carolina Board of Transportation; and,

**WHEREAS**, the Department has performed all work associated with the preparation and approval of the environmental clearance documentation; and,

**WHEREAS**, the Parties to this Agreement fully understand that this Agreement is to provide for the completion of designs and plans for the Project, (“Preliminary Engineering”), and to provide

for construction of the Project (“Project Work”), and maintenance of the completed Project, and to set out the respective responsibilities regarding funding and reimbursement for said Preliminary Engineering and Project Work; and,

**WHEREAS**, the project was evaluated and scored using the Strategic Mobility Formula, and the Department agrees to provide primary funding for construction and preliminary engineering for the Project through the utilization of State of North Carolina Capital Funds subject to Strategic Transportation Investment formulas; and

**WHEREAS**, the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

**WHEREAS**, GoTriangle has agreed to participate in certain costs to the extent as hereinafter set out; and,

**WHEREAS**, the Department has allocated funding for Phases 1 and 2 as described herein; and

**WHEREAS**, it is in the best interest of the Parties to pursue, to the extent feasible, additional funding for design and construction of the platform and canopy, and any track and signal work for which this Agreement does not provide; and

**WHEREAS**, the Municipality and GoTriangle fully understand that the Department’s funding for this Project is contingent upon and subject to the receipt and availability of the appropriated funds for the purpose set forth in this Agreement, and this Agreement shall automatically terminate if funds cease to be available.

**NOW, THEREFORE**, the Parties hereto, each in consideration of the promises and undertakings of the other as set forth herein, do hereby covenant and agree, each with the other, as follows:

## **1. SCOPE OF WORK**

The Preliminary Engineering scope of work shall consist of the planning and design of the proposed Hillsborough Train Station building and site, as shown on the site plan attached as “Exhibit A” and made a part of this Agreement.

The Project Work shall include construction of the portions of proposed Hillsborough Train Station building and site proposed on land owned by the Municipality (Phase 1).

The Project Work specifically excludes any construction within the North Carolina Railroad Company (NCRR) corridor (Phase 2). The construction scope may be amended by a three-party letter to include Phase 2.

In the event utility conflicts within the Project limits are discovered, the Municipality shall be solely responsible for relocation and adjustment of the utility, the cost of which shall be a project cost.

The Preliminary Engineering scope of work will also include the study of the feasibility of pedestrian and bicycle pathways between the Project and downtown Hillsborough, the Riverwalk greenway and the planned greenway in Collins Ridge. The feasibility study will include evaluation of various alignments and how each addresses the street network, utilities,

the railroad corridor, and the Eno River. The study may also include an analysis of permitting requirements, and a cost estimate for the recommended connection. The maximum amount of Department funds to be expended on the Study is \$100,000.

The Parties recognize and agree that consultants and/or sub-consultants may perform all or any portion of the Preliminary Engineering and the Project Work subject to the approval and consent of Department. The Department's approval and consent to all Consultants or sub-consultants shall be obtained before the Department may issue a Notice to Proceed to the Municipality for any Preliminary Engineering or Project Work.

## **2. ALLOCATION OF PRELIMINARY ENGINEERING RESPONSIBILITIES**

The Parties shall have the following responsibilities in connection with the Project Work, including, but not limited to:

- a. The Municipality, and/or its agent, shall:
  - i. Prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package) needed to construct the Project. All work will be done in accordance with applicable State standards, specifications, policies and procedures. The content of each submittal shall comply with Chapter 500 Design Guidelines in State Construction Office State Construction Manual, latest edition. Project plans will be submitted to GoTriangle and the Department for review, comment, and approval.
  - ii. Procure, if necessary, professional services for the design of the Project, in accordance with N.C.G.S. § 143-64, Parts 31 and 32, and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*.
  - iii. Perform any additional work as required to complete the Preliminary Engineering.
- b. The Department, its agents and/or contractors, shall:
  - i. Review and provide comments on all Preliminary Engineering submittals within thirty (30) days of receipt. All comments must be submitted to the Municipality in writing.
  - ii. Approve Preliminary Engineering submittals within thirty (30) days of Municipality resolving comments.
  - iii. Pursue, to the extent feasible, additional funding for design and construction of the platform and canopy, and any track and signal work for which this Agreement does not provide.
- c. GoTriangle, its agents and/or contractors, shall:
  - i. Review and provide comments on all Preliminary Engineering submittals within thirty (30) days of receipt. All comments must be submitted to the Municipality in writing.

- ii. Approve Preliminary Engineering submittals within thirty (30) days of Municipality resolving comments.

### **3. NOTICE TO PROCEED**

Upon execution of the Agreement, the Department shall issue a Notice to Proceed and the Municipality shall endeavor to commence its responsibilities under Section 2.a within forty-five (45) calendar days of the date of receipt of such notice.

### **4. ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

#### a. Environmental

The Department has prepared the Environmental Document in accordance with the State Environmental Policy Act (SEPA) or as required and defined pursuant to N.C.G.S. §113A-1 through §113A-13, National Environmental Policy Act, the National Historic Preservation Act, and the Uniform Relocation Assistance and Real Property Acquisition Act.

#### b. Permitting

The Municipality shall obtain all State and local regulatory approvals, permits, licenses, and inspections as are necessary for the construction of the Project.

#### c. Erosion Control

The Municipality shall be responsible for securing all erosion and sediment control permits for the Project using approved plans and documents.

### **5. RIGHT OF WAY (ROW)**

It is understood that all work shall be contained within the existing Municipality-owned right of way, and no additional right of way will need to be acquired for this Project.

If it is determined by the Municipality that right of way and/or property is needed for the Project, the Municipality shall be responsible for acquiring any additional right of way, at no cost or liability whatsoever to the Department, or GoTriangle. All right of way (ROW) activities, including acquisition of easement/property and relocation, shall be accomplished in accordance with N.C.G.S. §136-44.36; Chapter 133, Article 2, §§ 133-5 through 133-18 (Relocation Assistance); and the North Carolina Department of Transportation Right of Way Manual.

### **6. UTILITIES**

In the event utility conflicts within the Project limits are discovered, the Municipality shall be solely responsible for relocation and adjustment of the utility, the cost of which shall be a project cost.

All utility work shall be performed in a manner satisfactory to and in conformance with State rules and regulations and the Department's approved Utility Relocation Policy. The Municipality shall make all necessary adjustments to service connections or services lying within the construction limits of the Project regardless of ownership of the connections or services.

## **7. ALLOCATION OF PROJECT WORK (CONSTRUCTION) RESPONSIBILITIES**

- a. The Municipality, its agents and/or contractors, shall construct the Project in accordance with the approved Project plans and specifications, and all State policies and procedures.
- b. The Department shall be responsible for inspection, approval of change orders, and funding of the Project Work as set out herein.
- c. GoTriangle shall be responsible for inspection, approval of change orders, and funding of the Project Work as set out herein.

## **8. CONSTRUCTION**

- b. **CONSTRUCTION AUTHORIZATION**. The Municipality shall submit the required final construction plans, specifications, and an estimate of Project costs (final PS&E package) to the Department and GoTriangle for review and approval.

Upon receipt of written authorization, in the form of an Authorization for Construction, from the Department, the Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department and GoTriangle. Any work performed prior to written authorization to proceed from the Department will not be eligible for reimbursement.

- b. **CONSTRUCTION PROCUREMENT**. The Municipality shall comply with all relevant state statutes, rules, and regulations in procuring goods and services from third parties for construction of the Project. Third party contracts shall be approved by the Department prior to commencing Project work. Letting of contracts for construction and materials purchases shall be in accordance N.C.G.S. §143, Article 8 and N.C.G.S. §136-28.7.

- c. **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority and Women Businesses Enterprises (WBE/WBE), or as required and defined in or as required and defined in G.S. 136-28.4 and the North Carolina Administrative Code (N.C.A.C.) Title 19A Chapter 2, Subchapter D. These provisions are incorporated into this Agreement by reference.

- d. **RIGHT TO INSPECT**. The Department and GoTriangle shall have the right to inspect any portion of the work being performed by the Municipality or its contractors to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected by the Municipality.

- e. **CONTRACTOR COMPLIANCE**. The Municipality, and/or its agents, will be responsible for ensuring the compliance of its contractor(s) with all the terms of the contract, relevant provisions of this Agreement, and any instructions issued by the Department or GoTriangle as a result of any review or inspection.

- f. **CHANGE ORDERS AND POST CONSTRUCTION DRAWINGS**

If changes in the Project Work are necessary, the Parties agree to the following:

i. Change Orders

In the event of deviations from the Scope of Work and/or approved design plans, previously approved revisions, special provisions, and standard specifications for which the remedy results in change to such documents, a proposed Change Order shall be issued by the Municipality. The proposed Change Order shall include a complete description of the proposed change in Scope of Work and estimated cost.

iii. Municipality Change Order Scope Review and Approval

Municipality may proceed with all Change Orders without approval by the Parties except for those Change Orders which (1) result in an additional cost of twenty-five thousand dollars (\$25,000.00) or greater to the Project; or (2) in the exercise of Municipality's reasonable discretion will result in a material change to the approved final plans for the Project.

Change Orders that are not submitted to other Parties for their approval pursuant to the previous paragraph shall nonetheless be distributed to all Parties as information within ten (10) business days.

Change Orders resulting in either (1) an additional cost of twenty-five thousand dollars (\$25,000.00) or greater to the Project, or (2) a material change to the approved final plans for the Project as determined by Municipality in its reasonable discretion, shall be approved in accordance with the general Change Order procedures set forth herein.

iv. General Change Order Procedures

The proposed Change Order shall be provided to all Parties for review and approval. Each Party shall have five (5) business days to review the proposed Change Order and provide comments and/or approval. This review period may be extended for proposed Change Orders resulting in a significant change to the documents upon the agreement of all Parties involved with the origination and review of the proposed Change Order. A proposed material change to the approved design plans must be unanimously approved by the Parties before being implemented.

The originator of the proposed Change Order may request an expedited review of a proposed Change Order if, in the originator's judgment, such is required to maintain the progress of the work, safety, and continuation of railroad operations, and/or to respond to unforeseen conditions. Upon receiving a request for an expedited review, the reviewing Parties shall endeavor to review and/or approve the proposed Change Order within the requested expedited time frame. If review comments and/or approval are not received within the requested expedited time frame, the originator may proceed with the proposed change, unless the proposed change would modify the final approved plans for the Project in a material manner. The originator will make a good faith effort to communicate with the remaining Parties but may elect to proceed with the Change Order without prior review and approval, with the understanding that further revisions to the Change Order may be required by the reviewing Party. As soon as practicable, the originator of the proposed Change Order shall provide the scope of such change to the other Parties for review and approval.

Municipality will each provide to NCDOT on a monthly basis a summary of all Change Orders related to each party's respective work to ensure that aggregate cost increases are monitored by NCDOT.

v. Revised Authorization for Construction

When a Change Order or an aggregate of Change Orders causes the cost of the Project to exceed the revised Project Estimate, involves a change in Scope or Work, and/or causes a change in Project Schedule, a revised Authorization for Construction for the Project among NCDOT and Municipality is required to permit a reimbursement for costs in excess of the revised Project Estimate.

vi. Post-Construction Drawings

Deviations from the approved final design plans will be documented to reflect the constructed field conditions. Municipality will be responsible for preparing post-construction drawings. The post-construction drawings are to be delivered to all Parties within ninety (90) days after issuance of certificate of occupancy.

g. SIGNAGE. The Municipality shall provide and maintain adequate barricades, signs, flagmen, and other warning devices for the protection of the general public.

h. E-VERIFY COMPLIANCE. E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to Federal law. The Parties each individually warrant for themselves that they and any subcontractor performing work pursuant to this Agreement do presently and at all relevant times shall: (i) use E-Verify if required to do so by North Carolina law; and (ii) otherwise comply with the requirements of N.C.G.S. Chapter 64, Article 2. A breach of this warranty by any Party will be considered a breach of this Agreement by such Party, which shall entitle the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

i. CONSTRUCTION ENGINEERING. The construction engineering and supervision will be furnished by the Municipality. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. If the Municipality elects to procure a private consulting firm to conduct Project administration, the procurement shall be accomplished in accordance with the terms set out in Provision #2. a. iii of this Agreement. The Municipality, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

**9. TIMEFRAME**

Project completion must occur within eighty-four (84) months after the execution of this Agreement. The Municipality will diligently pursue completion of its responsibilities on the Project. If, in the opinion of the Department, satisfactory progress has not been made within six (6) months after the execution of this Agreement the funds may be recalled by the Department. A thirty (30) day notice will be given prior to recall date. The Municipality may petition the Department at least sixty (60) days in advance of the expiration of this Agreement for an extension of the six (6) month period due to extenuating circumstances.

## **10. MAINTENANCE**

Upon completion and acceptance of the Project Work, the Municipality shall be responsible for all maintenance and liability of the Project, at no cost or liability whatsoever to the Department or GoTriangle. The Municipality shall assure the station and platform are available for use by trains and passengers waiting and boarding, at no additional cost to the Department or GoTriangle.

## **11. FUNDING**

The Estimated Cost of the Project is \$7,000,000.

The Department will be responsible for the cost of Preliminary Engineering and the Project Work in the total not to exceed amount of six million two hundred eighty thousand dollars (\$6,280,000.00).

The Municipality will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed thirty-four thousand dollars (\$34,000.00) as its initial guaranteed contribution plus 100% of all costs which exceed the Estimated Cost.

GoTriangle will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed six hundred eighty-six thousand dollars (\$686,000.00).

It is understood by all Parties to this Agreement that the amounts dedicated to the Project are based upon an estimated cost of the Project.

## **12. REIMBURSEMENT**

After the Municipality has exhausted its initial guaranteed contribution towards Project costs, The Department and GoTriangle shall reimburse the Municipality the amount of their contributions until the funds described herein are fully expended in accordance with Section 13 set out herein below.

## **13. INVOICING**

The Municipality shall submit an invoice to the Department and GoTriangle separately. Invoices shall show responsibility for all costs to be paid by the parties sequentially. The Municipality shall be responsible for all initial costs until its initial guaranteed contribution is exhausted. Go Triangle shall reimburse the Municipality for costs incurred after the Municipal contribution is exhausted until the Go Triangle contribution is exhausted. The Department then shall reimburse the Municipality for all costs until the Department contribution is exhausted. Any additional costs shall be the responsibility of the Municipality.

- a. **SUBMITTAL OF INVOICE TO THE PARTIES.** The Municipality shall submit a monthly itemized invoice and requested documentation to the Department and to Go Triangle in the form of Exhibit B, attached hereto and made a part hereof, showing costs to the responsible Party as set out in the paragraph above. The monthly invoice shall include all cumulated costs up to the date of the invoice and show the amount(s) owed by the respected responsible Parties for the payment of costs shown. Attached to each invoice will be a cost detail report to support 100% of the actual cost. The Municipality shall be responsible for completeness and accuracy of the invoice.

- i. The request for reimbursement shall include, but not be limited to, the following: municipal invoices, contractor(s) invoices, materials invoices, proofs of payment of third-party invoices, equipment invoices, and any other invoices that support the invoiced amount.
  - ii. By submittal of the invoice to the Department and Go Triangle, the Municipality certifies that it has adhered to all applicable State laws, policies, rules, regulations and statutes as set forth in this Agreement. Payment to the Municipality shall be made upon review and approval of the invoice by the Department's Rail Division, Office of the Inspector General, and Financial Management Division.
- b. REIMBURSEMENT TERMS. The Department, within thirty (30) calendar days of approval of the Municipality's itemized invoice by the Office of Inspector General and Financial Management Division, shall submit the approved invoice amount to the Municipality.
- c. REIMBURSEMENT FOR FORCE ACCOUNT WORK. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with N.C.G.S § 143-135. Any work performed by Municipal force account must be preapproved in writing by the Department and must be demonstrated to be an amount less than can be otherwise procured. Subsequent invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for costs set forth in 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and 2 C.F.R. § 225 (2015). Payment shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Payment for use of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If work is performed by a contractor, said invoices shall show the contract cost.
- d. AUDITS. In accordance with 2 C.F.R. 200, subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations and grants administration. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends, to include the years in which the Municipality expends funds and the years in which the Department pays funds to the Municipality.
- e. RECORD RETENTION. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Municipality insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Municipality shall retain any such books, records, and accounts for a minimum of three (3) years after the final date of payment under this Agreement and shall make them available at its office at reasonable times during the contract period and until the expiration of the term required by this paragraph for inspection and audit by the Department and the State Auditor.

- f. UNSUBTANTIATED COSTS. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- g. SALES TAX. Municipality is eligible for sales tax refunds under GS 105-164.14 (b) or (c); therefore, when Municipality enters into a contract with a contractor, it shall require the contractor to submit a Sales Tax Certification Form with every pay application. That form identifies how much local or state tax has been paid by the contractor. The Municipality shall pay the sales tax due the contractor as part of the contract payment. When the Municipality requests reimbursement from NCDOT, it shall present an invoice for contract payments, less the sales tax amount. The Municipality may then use the Sales Tax Certification Form(s) to request reimbursement of the sales tax from the NC Department of Revenue on an annual or quarterly basis in accordance with GS 105-164.14 (b) or (c). Under no circumstances does Department reimburse sales tax paid directly or indirectly by the Municipality.

## **14. OTHER PROVISIONS**

### a. Indemnification of Department

The Municipality agrees to indemnify and hold harmless the Department, and the State of North Carolina, to the extent allowed by law, for any and all judgments for payment, damages and/or liabilities of any nature, rendered against the Department in connection with the Project. The Department shall not be responsible for any damages which may be caused by third parties.

### b. Debarment Policy

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Municipality and GoTriangle certify 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 Federal or State Agency or Department and that they will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

### c. Agreement Modifications

Any modification to this Agreement will be agreed upon in writing by all Parties prior to being implemented.

### d. Other Agreements

The Municipality is solely responsible for all agreements, contracts, and work orders entered or issued by the Municipality for the Project. GoTriangle is solely responsible for all agreements, contracts, and work orders entered or issued by GoTriangle for the Project.

### e. Availability of Funds

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

f. Termination of Project

The Department shall have the right to end its participation in the Project Work at any time before the Municipality and GoTriangle have been called upon to perform any work or provide funding under the term of this Agreement.

If the Municipality terminates the Preliminary Engineering or the Project Work prior to completion and acceptance, the Municipality shall reimburse the Department one hundred percent (100%) of all actual costs expended by the Department associated with the Project Work.

g. Complete Understanding

The Parties agree that this Agreement embodies the complete understanding of the Parties with respect to the Project and supersedes other prior or contemporaneous written or oral agreements, understandings, and negotiations with respect to the Project Work.

h. Severability

The Parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable, and the remaining provisions will remain valid and enforceable.

i. Governing Law

North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any legal actions or proceedings brought by a Party arising from this Agreement shall be brought in the courts of Orange County, North Carolina or Wake County, North Carolina and in accordance with the laws of North Carolina. By the execution of this Agreement, the Parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Orange County, North Carolina or Wake County, North Carolina.

j. Authorization

The Parties acknowledge that the individual executing the Agreement on their respective behalves is authorized to execute this Agreement, on his/her behalf and to bind the respective entities to the terms contained herein, and that he/she has read this Agreement, conferred with his/her attorney, and fully understands its contents.

k. Signatures and Duplicates

A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the

Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

m. Failure to Comply

Failure on the part of the Municipality or GoTriangle to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of all cost expended by the Department, provided, however, that the Department shall first notify the Municipality and/or GoTriangle of such failure and provide the Municipality and/or GoTriangle the opportunity to cure same.

n. Use of Powell Bill Funds

In the event that the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct or withhold monies from the Municipality's Powell Bill Fund. Such determination by Department shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs.

o. Transfer of Responsibilities

The Department must approve any assignment or transfer of responsibilities of the Municipality and GoTriangle set forth in this Agreement to other entities.

## **15. DESIGNATED REPRESENTATIVE**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered by electronic mail to the intended recipient at the electronic mail address set forth below. Notice shall be effective upon the date of receipt by the intended recipient. Each Party may change its designated representative for notification purposes by giving the other Parties written notice of the new address and the date upon which it shall become effective.

Craig Newton, PE, shall serve as the Department's representative and project manager for the Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at [cmnewton@ncdot.gov](mailto:cmnewton@ncdot.gov) or by calling (919) 707-4731.

Margaret Hauth, AICP, Planning Director/Assistant Town Manager, shall serve as the Municipality's representative and project manager for the Project Work as set forth in this Agreement. All notices, correspondence, and questions should be directed to her at [Margaret.hauth@hillsboroughnc.org](mailto:Margaret.hauth@hillsboroughnc.org) or by calling (919) 732-1270 ext. 86.

Shelley Blake, Interim President and CEO, shall serve as GoTriangle's representative and project manager for this Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at [SBlake@gotriangle.org](mailto:SBlake@gotriangle.org) or by calling (919) 485-7424.

## **16. PROPERTY CEASES TO BE USED FOR RAIL PURPOSES**

If the Project ceases to be available for use for passenger rail purposes as a result of the voluntary action of the Municipality, the Department may, at the discretion of the Secretary of

Transportation, require reimbursement by Municipality to Department. This provision applies and shall survive for a period of twenty-five (25) years after the date on which the Department-funded portion of the Project is completed, as memorialized by the date of issuance of a Certificate of Occupancy (CO) by the permitting authority. The Department's initial investment shall be equal to the sum of all state funds paid to Municipality under the Project. The amount of the reimbursement shall be calculated by dividing the initial investment by the number of years of this project (twenty-five (25) years) and multiplying the result by the number of years between the cessation date and the day which is twenty-five (25) years from the CO issuance date. Reimbursement to the Department shall be made in one lump-sum payment within thirty (30) days of billing by the Department.

## **17. ETHICS PROVISION**

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

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate originals, the last day and year set out below, on the part of the Department, the Municipality, and GoTriangle by authority duly given.

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

WITNESS

BY:

Katherine M. Cathey  
NAME: Katherine M. Cathey  
TITLE: Town Clerk  
DATE: 04/24/2020

TOWN OF HILLSBOROUGH

BY:

ERIC J. PETERSON  
NAME: ERIC J. PETERSON  
TITLE: TOWN MANAGER  
DATE: 4/24/2020

MUNICIPAL SEAL



Approved by the Town of Hillsborough governing board as attested to by the signature of

Daphna Schwartz  
Clerk of the Board of Commissioners

04/24/2020  
(Date)

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

Daphna Schwartz  
Digitally signed by Daphna Schwartz  
Date: 2020.04.24 16:13:54 -04'00'  
Municipal Finance Director

FEDERAL IDENTIFICATION NUMBER

56-6001246

Town of Hillsborough

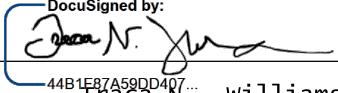
MAILING ADDRESS

Town of Hillsborough  
P.O. Box 429  
Hillsborough, NC 27278-0429  
Attn: \_\_\_\_\_

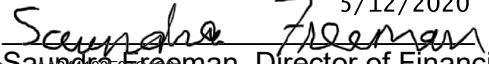
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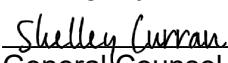
WITNESS

BY:   
NAME: Tricia N. Williamson  
TITLE: Administration  
DATE: 5/12/2020

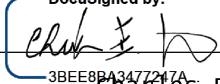
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

DocuSigned by:  
  
Saunders Freeman, Director of Financial And Administrative Services

Reviewed and approved as to legal form

DocuSigned by:  
  
Shelley Curran  
General Counsel

Research Triangle Regional Public Transportation Authority (d/b/a GoTriangle)

DocuSigned by:  
  
Charles E. Lattuca  
TITLE: CEO  
DATE: 5/6/2020

FEDERAL TAX IDENTIFICATION NUMBER

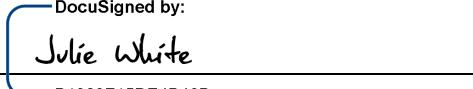
561718037

MAILING ADDRESS  
P.O. Box 13787  
Research Triangle Park, NC 27709

ATTN: Shelley Blake

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate originals, the last day and year set out below, on the part of the Department, the Municipality, and the Authority by authority duly given.

ATTEST

BY:  NAME: <u>Elizabeth Smith</u> TITLE: <u>Processing Agent</u> DATE: <u>2/23/2021</u>	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  BY: <u>Julie White</u> NAME: <u>Julie White</u> TITLE: <u>Deputy Secretary of Multi-Modal Transportation</u> DATE: <u>2/23/2021</u>
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MAILING ADDRESS

North Carolina Department of Transportation  
Rail Division, Operations and Facilities  
Branch  
1553 Mail Service Center  
Raleigh, North Carolina 27699-1553  
ATTN: Craig Newton, PE  
Project Engineer, Rail Division

APPROVED BY BOARD OF TRANSPORTATION ITEM O: January 9, 2020  
(Date)

EXHIBITS TO BE PROVIDED