NORTH CAROLINA	REIMBURSEMENT AND COOPERATIVE AGREEMENT FOR THE
DURHAM COUNTY	DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT

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

AND   GOTRIANGLE CONTRACT NUMBER: 18-013

TOWN OF CHAPEL HILL

THIS REIMBURSEMENT AND COOPERATIVE AGREEMENT 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 Town of Chapel Hill, 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 municipality in Orange County, North Carolina.

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. 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. GoTriangle is aware that the design, construction, operation, and maintenance of the D-O LRT Project will require certain provisions, removals, and/or relocations.

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

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 approvals may be required. GoTriangle will reimburse Reimbursee for Reimbursee'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 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, 2028 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**

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**

As requested by GoTriangle, Reimbursee shall provide review and comment on designs and engineering plans, which may include but is not limited to:
   a. Station and Park and Ride Site Plans
   b. Track Plan and Profile Sheets and Typical Sections
   c. Cross Sections
   d. Private Utility Relocation Plans
   e. Public Utility Relocation Plans
   f. Roadway and Drainage Plans
   g. Structural Plans
   h. Retaining Wall Plans
   i. Geotechnical Report(s)

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        j.   Hydraulics Report(s)
        k.   Basis for Design Report(s)
        l.   Utility Coordination Report(s)

3.   **Time for Providing Comments**

GoTriangle will provide the documents as included in Provision B.2 to Reimbursee for review. Reimbursee 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 Reimbursee.

4.   **Bluebeam**

Reimbursee's comments on the D-O LRT Project documents will be provided to GoTriangle using Bluebeam software. **See Attachment B, 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, 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 seventy-five thousand and 00/100 dollars ($75,000) (NTE Amount). Reimbursee shall provide GoTriangle with billing documentation and any other materials as may be required by the FTA.

1.   **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.

2.   **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).

3. **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 both GoTriangle and Reimbursee are public agencies and are 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. 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.

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: 411 West Chapel Hill Street, Suite 1000, Durham, North Carolina 27701
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

Reimbursee Contacts

Aaron Frank, Senior Planner
Chapel Hill Planning & Development Services
405 Martin Luther King Jr. Blvd, Chapel Hill, North Carolina 27514
Email: afrank@townofchapelhill.org
Telephone: 919-969-5059

And a copy to:

Ralph Karpinos, Town Attorney
Chapel Hill Town Attorney
405 Martin Luther King Jr. Blvd, Chapel Hill, North Carolina 27514
Email: rkarpinos@townofchapelhill.org
Telephone: 919-969-2746

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. **Cooperation and Coordination**
The Parties shall make reasonable efforts and work together in good faith to effectuate any additional agreements and approvals that may be required to implement the D-O LRT Project.

xv. **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.

xvi. **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.

xvii. **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.

xviii. **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.

xix. 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.

xx. Not Debarred by Federal or State Government

It is the policy of both GoTriangle and Reimbursee not to enter into any agreement with another entity that has been debarred by any governmental agency (Federal or State). GoTriangle and Reimbursee 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.

xxi. 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.

xxii. 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.

xxiii. 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.

This Contract is between the **Town of Chapel Hill** and **Research Triangle Regional Public Transportation Authority d/b/a GoTriangle** for the **Durham-Orange Light Rail Transit Project.**

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

_____   _____
SIGNATURE   PRINTED NAME & TITLE

_____   _____
WITNESS   PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

Florentine Miller, Deputy
DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

Florentine Miller - Town Manager's Office
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

_____
TOWN CLERK   TOWN SEAL

Town Clerk attests date this the 20th day of June , 20 18 .

Approved as to Form and Authorization

Ralph D. Karpinos
TOWN LEGAL STAFF

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

_____   6/25/18
FINANCE OFFICER   DATE

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ATTACHMENT A
D-O LRT PROJECT ALIGNMENT MAP

Map data by Esri, AECOM, and others. Copyright 2017 GoTriangle. All rights reserved. Revised Oct. 2017.
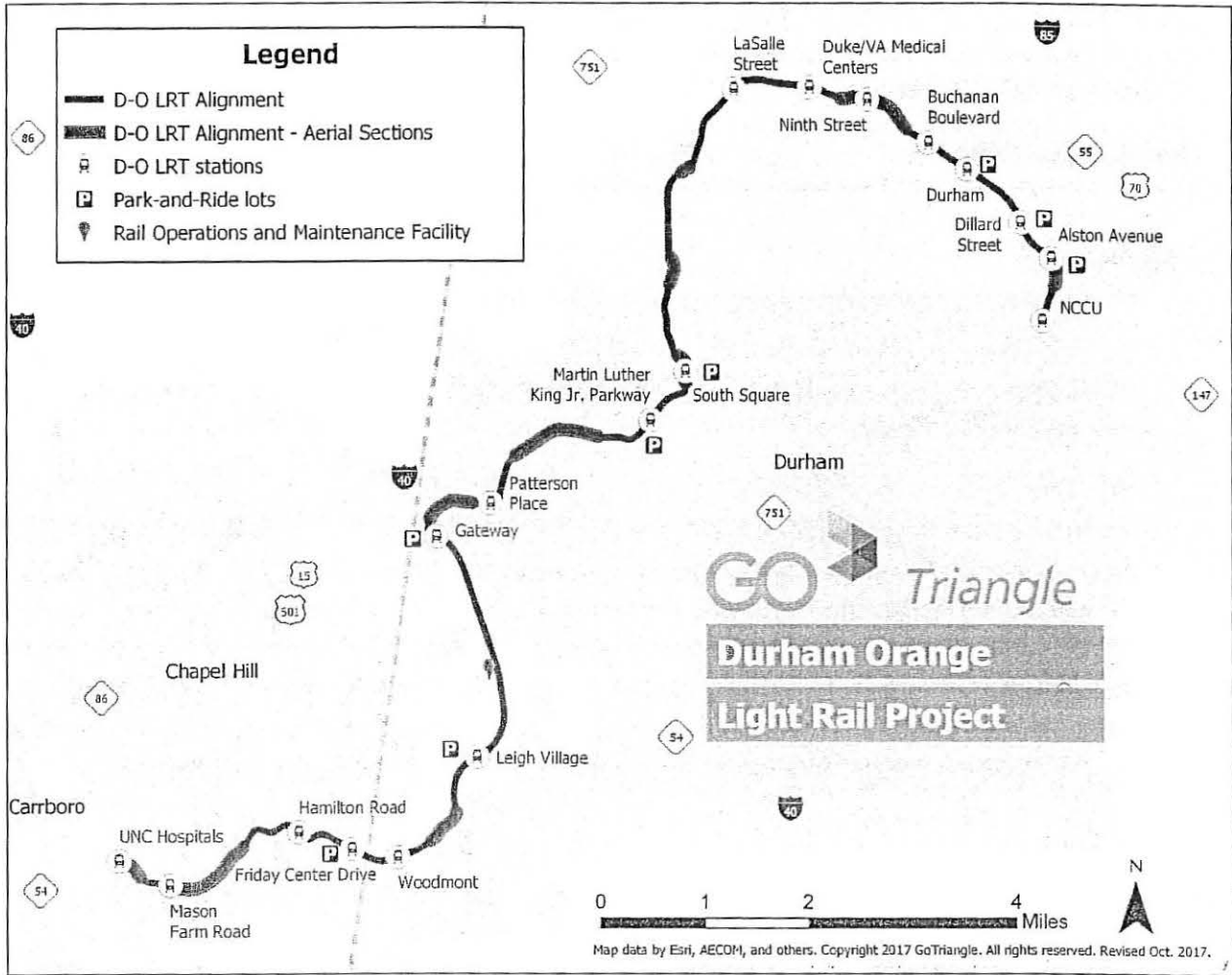
GO Triangle	Durham-Orange Light Rail Transit Project Deliverable Review Procedures	Procedure DRP-01
Title: Bluebeam Process		
Issue Date: 10/18/17	Ver. No.: 0 Version Date: 10/18/17	Page 12 of 22

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.
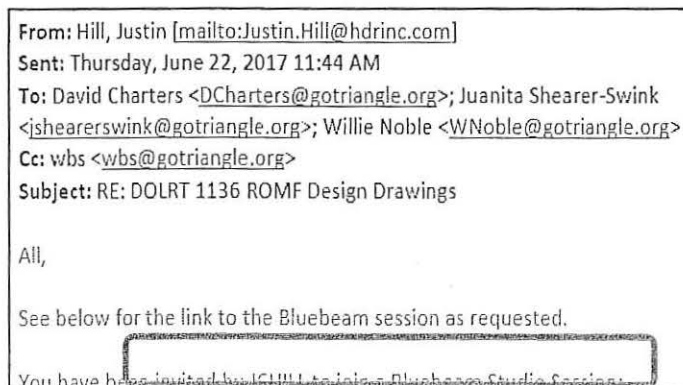
Performing a Review

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:

From: Hill, Justin [mailto:Justin.Hill@hdrinc.com]
Sent: Thursday, June 22, 2017 11:44 AM
To: David Charters <DCharters@gotriangle.org>; Juanita Shearer-Swink <jshearerswink@gotriangle.org>; Willie Noble <WNoble@gotriangle.org>
Cc: wbs <wbs@gotriangle.org>
Subject: RE: DOLRT 1136 ROMF Design Drawings

All,

See below for the link to the Bluebeam session as requested.

You have b...

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 *Section3-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.
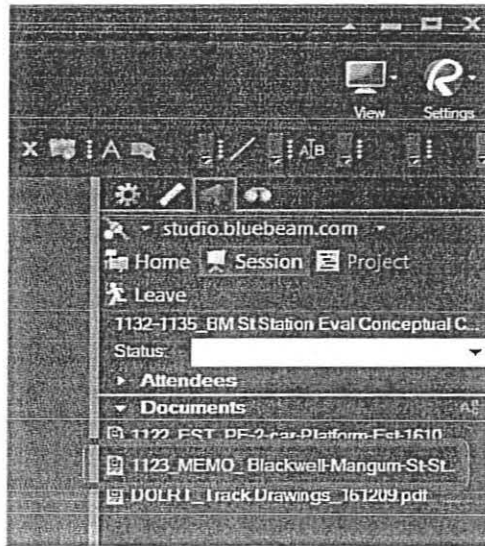
Click on the arrow at the edge of the window to open the side panels.

Select a document from the list to review.

Add Comments

Comments are made on the document by using comment tools available in Bluebeam.
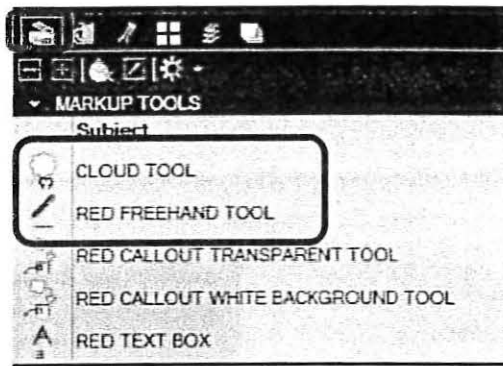
To add a comment, click on the 'Gold Tool Chest Icon' in the upper left corner of the screen.

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.
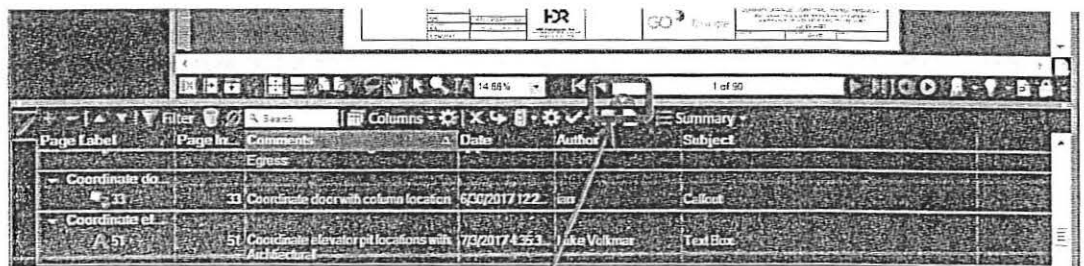
Click on the arrow to

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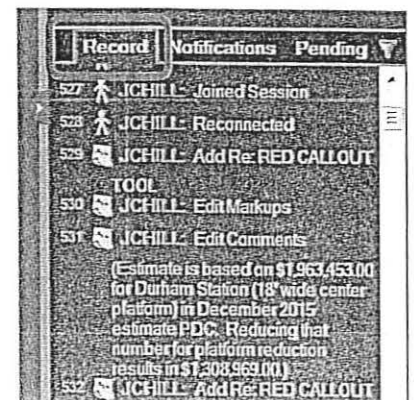
Comments are automatically and continuously logged and saved in the Bluebeam session, so there is no 'Save' command required.

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

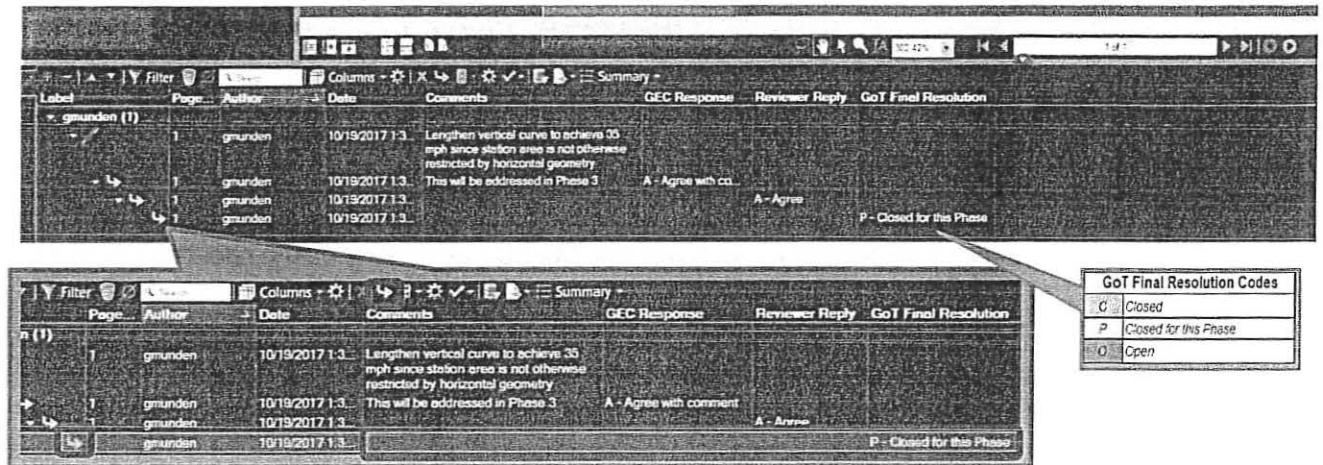GoTriangle and the PMC reply to the GEC responses as follows:

a. 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.

b. 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.

c. 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.

d. 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.
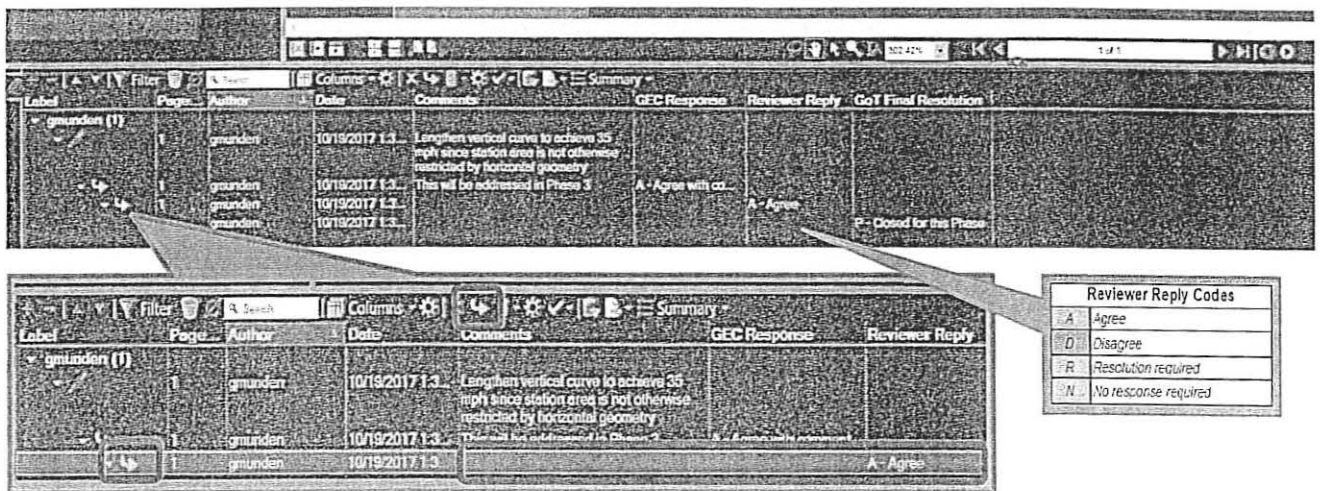
<u>Dispositioning Comments</u>

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:

a. **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).

b. **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).

c. **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.

<u>Documenting the Bluebeam Session</u>

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
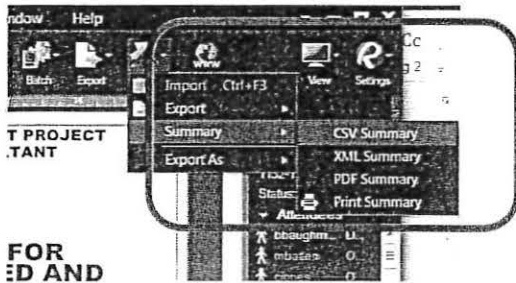
appropriate WBS location on the GoTriangle SharePoint site. This file will be used to document how comments are being addressed in subsequent submittals.

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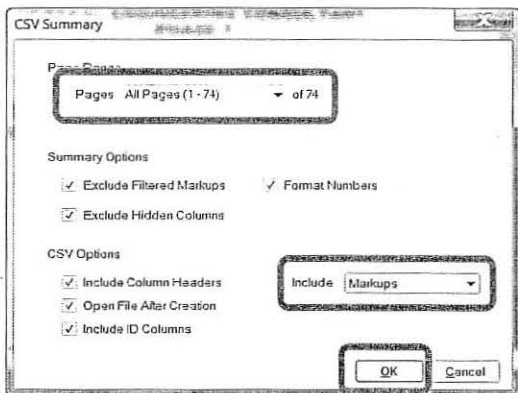

Select the 'File' menu.

Then select the 'Markups' icon.

From the 'Markups" menu:

Select 'Summary'.

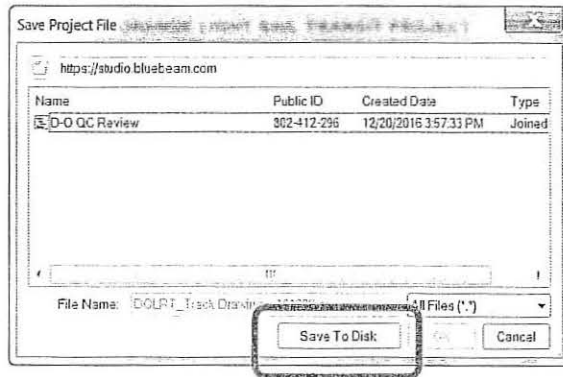Then select 'CSV Summary'.

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:

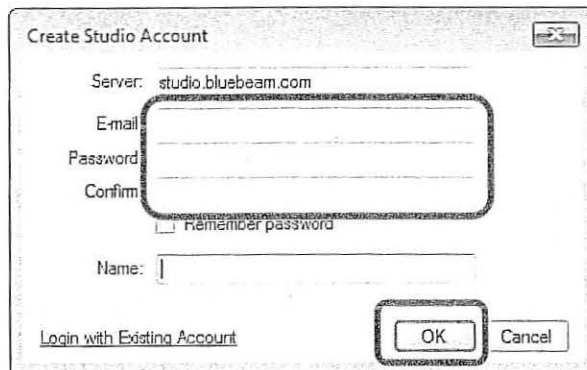https://www.bluebeam.com/solutions/vu

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.