

NORTH CAROLINA

DOT ADMINISTERED – BIKEPED PLANNING
PROJECT – FEDERAL

CUMBERLAND COUNTY

DATE: 4/24/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0492AE

AND

WBS Elements: 44527.1.35

FEDERAL-AID NUMBER: SPR-0SPR(162)

CITY OF FAYETTEVILLE

CFDA #: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Fayetteville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

WHEREAS, in accordance with G.S. 136-66.2, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Municipality has requested funding for a Comprehensive Bicycle Plan, hereinafter referred to as the Project, in Cumberland County, North Carolina; and,

WHEREAS, the Municipality has requested that the Department develop the Plan in coordination with the Municipality; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation and,

WHEREAS, the Department is subject to NC Article 2, Chapter 36 (136-41.5) mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with NCDOT, the municipality acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. SCOPE OF THE PROJECT

The Project consists of the planning and production of a Comprehensive Bicycle Plan in accordance with the Department's policies and procedures.

The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

2. DEVELOPMENT OF PLAN

The Department, and or its agent, shall prepare the Comprehensive Bicycle Plan for the City of Fayetteville, developed in accordance with the Department's Content Standards for NCDOT Bicycle and Pedestrian Plans.

REVIEW REQUIREMENTS

The Department will submit two copies of the final draft of the Comprehensive Bicycle (and/or) Pedestrian Plan to the Municipality for review and comment. The DBPT shall review and approve said final draft and necessary revisions within six months.

3. COMPLETION

The City Council of the Municipality shall consider the adoption of the Comprehensive Bicycle (and/or) Pedestrian Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for re-approval.

The Municipality shall receive digital files and five (5) hard copies of the approved Comprehensive Bicycle (and/or) Pedestrian Plan, in a format compatible with Department and Municipal requirements. Geodatabases/shapefiles shall adhere to the DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

4. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared for/by the municipality for public meetings.

5. FUNDING

The total estimated project cost is \$190,000. The Department shall participate in 50% of the total cost, up to a maximum amount of Ninety Five Thousand Dollars (\$95,000). The Municipality shall provide a (50%) local match of the total estimated project cost. The Municipality shall submit a check for \$95,000 to the Department upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23. If the actual cost of the work is less than \$190,000 the Department shall reimburse the Municipality any overpayment.

6. ADDITIONAL PROVISIONS

- A. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
- B. All terms and conditions of this 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.

- C. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.
- D. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- E. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- F. 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.
- G. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

L.S. ATTEST:

CITY OF FAYETTEVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 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 procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the City of Fayetteville as attested to by the signature of _____

Clerk of the _____ (governing body) on _____

(SEAL)

Federal Tax Identification Number

City of Fayetteville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)