

NORTH CAROLINA
CUMBERLAND COUNTY

MOWING MAINTENANCE AGREEMENT

DATE: 6/19/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 6RE.102615, 6RE.202615

CITY OF FAYETTEVILLE

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, the Municipality has requested to perform "routine" and "clean-up" mowing of vegetation within the rights of way of certain State maintained routes; and.

WHEREAS, the Municipality has agreed to perform said mowing with reimbursement from the Department subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the mowing services, it is agreed as follows:

1. The Municipality shall provide the personnel, equipment, labor, materials, and traffic control devices to perform mowing service in accordance with Departmental standards and specifications. The mowing will be performed on the routes specified in Attachment A and the costs specified in Attachment B. The routes and/or costs may be amended each year, with additions or changes as mutually agreed upon by both parties in writing prior to performing the work for each year as described herein. No Supplemental Agreement is required.
2. All work shall be performed in accordance with generally accepted horticultural practices and the Department's routine maintenance mowing requirements set by the Division 6 Engineer. The Division Engineer may approve any requests for changes to NCDOT mowing requirements including but not limited to mowing time frames, mowing heights, mowing equipment, etc.
3. The Division Engineer shall notify the Municipality in writing at the beginning of the annual performance period or as soon thereafter, of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance on the locations identified. The available

allocation shall be based upon and shall not exceed the estimated cost of the work as if performed by the Department.

4. Reimbursement may be made quarterly. The Municipality shall submit an itemized invoice to the Department upon completion. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division. Any additional cost beyond the approved amount will be the Municipality's responsibility.
5. At the end of the first year, upon written mutual consent, this Agreement may be renewed every year for the next 5 years, subject to the provisions herein. If the Municipality desires to continue the mowing services described in this Agreement, the Municipality and the Department may re-negotiate the costs and the revise mowing locations as described below:
 - (A) The Division Engineer shall notify the Municipality in writing through a letter or invoice at the beginning of the annual performance period of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance.
 - (B) The Department, at its option, may elect to increase or decrease the reimbursement rates each year the Agreement is in force in consideration of inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the Municipality.
6. This Agreement may continue with automatic yearly renewal extensions for five years, subject to the following termination conditions:
 - (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the Town Manager and/or his designee.
 - (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
7. 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 Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by G.S. 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts.

- (A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - (B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
- 8. The Municipality agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in Roadway Standard Drawings or Specifications, work shall be in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information regarding these rules and regulations may be obtained from the Department's Division Engineer.
- 9. The Municipality's invoice to the Department shall show actual costs for labor, equipment, and contracted services for work completed, not to exceed the amount allocated. The invoice should be itemized by date, mowing route, and costs for performing each mowing cycle, no later than three months after the scheduled invoicing date for eligible reimbursable costs. All final invoices must be submitted within one year after the work is performed or said work will not be reimbursed by the Department. Reimbursement shall be made upon approval of said invoice by the Department's District Engineer or designee and Financial Management Division.
- 10. The Municipality shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.
- 11. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the fiscal year during which the services were performed.
- 12. It is the policy of the Department not to enter into any Agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, 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 Federal or State Department or Agency.

13. This Agreement is solely for the benefit of the Department and the Municipality and is not for the benefit of any other persons or any entities, and no other persons or entities shall have any rights, claims, or entitlements under this Agreement.
14. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities in writing.
15. The Municipality agrees to indemnify and save harmless, the Department, for all damages and claims for damage that may arise as result of performance of mowing operations by its employees and/or contractors.
16. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED 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.

ATTEST: CITY OF FAYETTEVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Clerk of the _____ (governing body) on _____

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 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.

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of Fayetteville

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

City of Fayetteville
2018 Mowing

Route	From	To	Miles	Shoulder Miles
HWY 162*	SR 1107	US 401 (Raeford Rd)	0.93	3.72
HWY 162	SR 1107	US 401 (Raeford Rd)	1.87	3.74
US 301 *	North City Limit	Cape Fear River Bridge	1.05	4.20
US 301	Cape Fear River Bridge	NC 24	0.56	1.12
US 301	NC 24	Locust Street	0.75	1.50
US 301 *	Locust Street	South City Limit	2.97	11.88
US 301 *	South City Limit	SR 4200	0.98	3.92
US 401 *	Hoke County Line	End divided section	5.01	20.04
US 401	End divided section	US 401 BYP. (Skibo Rd.)	1.32	2.64
US 401 (Ramsey St.)	US 401 bypass (Country Club)	End Curb & Gutter	5.78	11.56
US 401 BUS.	US 401 BYP. (Skibo Rd.)	SR 1414	3.26	6.52
US 401 BUS.	SR 1414	SR 3828	1.75	3.50
US 401 BUS.	SR 3828	SR 3950	1.58	3.16
US 401 BUS.*	SR 3828	SR 3950	0.49	1.96
US 401 BUS.	SR 3950	US 401 BYP. (Country Club Dr.)	2.47	4.94
US 401 BYP.	US 401 BUS. (Raeford Road)	US 401 BUS. (Ramsey St.)	7.83	15.66
NC 24 *	West City Limit/Ft.Bragg	Glenville Avenue	4.58	18.32
NC 24	Glenville Avenue	SR 3828	1.60	3.20
NC 24	SR 3828	NC 53 @ divided section	2.19	4.38
NC 24*	NC 53 @ divided section	East City Limit/SR 1839	0.45	1.80
NC 53	NC 24	SR 2216	4.29	8.58
NC 59	US 401 BUS.	South City Limit	2.42	4.84

NC 87 *	SR 3828	0.43 miles S. of SR 1007	3.39	13.56
NC 87 / 210N	NC 24	NC 87/ 210S	0.08	0.16
NC 87 / 210N	NC 24/87	End Hwy 24 EBL on Ramp	0.37	0.74
NC 210	NC 87/NC 210 S.	Fort Bragg	5.32	10.64
SR 1003	SR 1007	South City Limit	0.45	0.90
SR 1006	US 301	East City Limit	1.39	2.78
SR 1007	SR 2337	Divided Section @ All-	5.97	11.94
SR 1007*	Divided Section All American Exp.	Fort Bragg Entering Sign	4.71	18.84
SR 1102	SR 3569	Hoke County Line	1.99	3.98
SR 1103	SR 1102	Hoke County Line	0.94	1.88
SR 1104	US 401	SR 1112	4.65	9.30
SR 1105	US 401	SR 1104	1.62	3.24
SR 1106	SR 1104	NC 162	1.28	2.56
SR 1107	SR 1104	NC 162	2.07	4.14
SR 1108	SR 1112	Hoke County Line	1.84	3.68
SR 1109	SR 1108	SR 1104	2.20	4.40
SR 1110	SR 1112	SR 1109	0.90	1.80
SR 1111	SR 1112	SR 1108	0.94	1.88
SR 1112	SR 1108	Hoke County Line	4.34	8.68
SR 1132	SR 1141	South City Limit	1.22	2.44
SR 1139	SR 1112	Hoke County Line	0.69	1.38
SR 1140	SR 1104	SR 1112	1.24	2.48
SR 1141	SR 2311	SR 1132	1.72	3.44
SR 1141	SR 1132	NC 162	4.52	9.04
SR 1149	SR 1007	West City Limit	0.73	1.46
SR 1154	SR 3687	SR 3081	1.09	2.18
SR 1168	SR 1141	US 401 BUS.	0.60	1.20
SR 1169	SR 1141	SR 1007	0.35	0.70

SR 1219	US 401 BUS.	SR 1141	2.17	4.34
SR 1242 (Service Rd)	SR 4200	Cul-de-sac at SR 1344	0.26	0.52
SR 1344 *	Bus 95/US 301	SR 4200	0.20	0.80
SR 1344	Bus 95/US 301	SR 4200	0.10	0.20
SR 1344	SR 4200	SR 1141	1.73	3.46
SR 1400	Mcpherson Church Road	SR 1404	0.92	1.84
SR 1400	Mcpherson Church Road	Begin Divided Section	3.99	7.98
SR 1400*	Begin Divided Section	US 401	1.74	6.96
SR 1400	Begin Divided Section	US 401	2.65	5.30
SR 1401	SR 3282	SR 3250	0.10	0.20
SR 1402	SR 1400	SR 3569	2.07	4.14
SR 1403	SR 3569	Fort Bragg	5.12	10.24
SR 1404	US 401 BUS.	SR 1403	6.84	13.68
SR 1406	SR 1415	SR 1403	1.04	2.08
SR 1408	SR 1404	SR 1415	0.92	1.84
SR 1409	US 401	SR 1400	1.58	3.16
SR 1410	SR 1400	SR 1409	0.77	1.54
SR 1411	US 401	SR 1410	1.17	2.34
SR 1414	US 401 BUS.	SR 1404	1.46	2.92
SR 1415	US 401 BYP.	Fort Bragg	3.00	6.00
SR 1437	NC 210	SR 1408	3.73	7.46
SR 1593	US 401	SR 1401	2.41	4.82
SR 1596 *	SR 1400	SR 1404	0.48	1.92
SR 1596	SR 1400	SR 1404	0.21	0.42
SR 1600	US 401	West City Limit	2.13	4.26
SR 1611	US 401	SR 1612	0.20	0.40
SR 1614	NC 210	SR 1615	0.97	1.94
SR 1615	US 401 BYP.	US 401	3.95	7.90

SR 1726	US 401	SR 1754	0.55	1.10
SR 1728	SR 1714	Begin City Maintenance/SR 1738	0.31	0.62
SR 1737 (Service Rd)	SR 1714	SR 1738/US 301	0.70	1.40
SR 1738 (Service Rd)	SR 1728/US 301	SR 1737/US 301	0.45	0.90
SR 1739 (Service Rd)	US 301/SR 1741	SR 2810	0.19	0.38
SR 1741 (Service Rd)	US 301/SR 1739	Dead End	0.39	0.78
SR 1838	NC 24/210	North City Limit	1.40	2.80
SR 2000	NC 53/210	South City Limit	0.74	1.48
SR 2007	NC 53/210	North to Dead End	0.68	1.36
SR 2007	NC 53/210	South to End of Pavement	0.17	0.34
SR 2210	SR 1007	End Maintenance	1.58	3.16
SR 2212	SR 2341	I-95 Bridge	1.74	3.48
SR 2260*	US 301	End of State Maintenance	0.32	1.28
SR 2260	US 301	End of State Maintenance	0.41	0.82
SR 2272 (Service Rd)	SR 2311	NC 87/Dead End	1.15	2.30
SR 2273 (Service Rd)	SR 4200	Cul-de-sac at SR 2260	0.25	0.50
SR 2277 (Service Rd)	US 301	McDuffie St.	0.32	0.64
SR 2279 (Service Rd)	US 301	NC 87	0.34	0.68
SR 2280 (Service Rd)	US 301	Old Wilmington Highway	0.44	0.88
SR 2283	US 301	SR 1007	0.52	1.04
SR 2299	US 301	Maxwell Street	0.91	1.82
SR 2299*	US 301	Maxwell Street	0.08	0.32
SR 2299	Maxwell Street	SR 3828	0.35	0.70
SR 2311	SR 2299	US 301	2.25	4.50
SR 2341	SR 2260	South City Limit	1.08	2.16
SR 2354	End Maint. Limits	US 301	0.18	0.36
SR 2355 (Service Rd)	US 301/Bus 95	Dead End	1.57	3.14
SR 2810 (Service Rd)	SR 1739	Dead End	0.20	0.40

SR 3499	US 401 Bypass	Begin Divided Section	0.18	0.36
SR 3499*	Begin Divided Section	SR 1415	0.21	0.84
SR 3499	Begin Divided Section	SR 1415	0.28	0.56
SR 3569	US 401	US 401	1.97	3.94
SR 3578	SR 1404	SR 1404	0.28	0.56
SR 3687	Cul-de-sac @ SR 1344	Dead End @ SR 1007	1.30	2.60
SR 3825	SR 3826	SR 3828	0.08	0.16
SR 3826	SR 3827	SR 3825	0.45	0.90
SR 3827	SR 3828	SR 3826	0.09	0.18
SR 3828	NC 24	US 401 BUS.	1.08	2.16
SR 3913	SR 2311	End of State Maintenance	0.25	0.50
SR 3914	SR 2311	End of State Maintenance	0.15	0.30
SR 3950	NC 24	US 401 Bus	0.88	1.76
SR 3952	Cul-de-sac @ SR 2260	SR 2354	1.32	2.64
SR 4200	SR 1344	Bus 95	<u>0.34</u>	<u>0.68</u>
Totals			190.78	436.74

* Is 4 lane divided. Therefore, shoulder mileage is four (4) times the road mileage.

City of Fayetteville
2018 Mowing Cost Sheet

	Cost per Mile	Cycles	S. Miles	Total Cost
Routine Mowing (Primary multilane Divided)	\$66.63	4	79.4	\$21,161.69
Clean-up Mowing (Primary Multilane Divided)	\$76.88	2	79.4	\$12,208.54
Routine Mowing (Primary Undivided)	\$46.13	4	86.88	\$16,031.10
Clean-up Mowing (Primary Undivided)	\$56.38	2	86.88	\$9,796.59
Routine Mowing (Secondary Multilane Divided)	\$66.63	4	30.96	\$8,251.46
Clean-up Mowing (Secondary Multilane Divided)	\$76.88	2	30.96	\$4,760.41
Routine Mowing (Secondary)	\$35.88	4	239.5	\$34,373.04
Clean-up Mowing (Secondary)	\$46.13	2	239.5	\$22,096.27

Total **\$128,679.10**

Quarterly Payment **\$32,169.77**

Quarterly Breakdown

6RE.102615 **\$12,783.87**

6RE.202615 **\$19,385.90**