

NORTH CAROLINA
CUMBERLAND COUNTY

SWEEPING MAINTENANCE AGREEMENT

DATE: 6/19/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 6.102611, 6.202611

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 sweeping of the curb and gutter along along certain rights of way of State maintained routes; and,

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

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

1. The Municipality shall provide the personnel, equipment, labor, materials, and traffic control devices to perform sweeping service in accordance with Departmental standards and specifications. The sweeping 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. The Municipality shall provide for the sweeping maintenance in accordance with NCDOT sweeping requirements, roadway standard drawings and standard specifications under the general administrative control of the Department's Division Engineer. The Division Engineer shall approve any requests by the Municipality for changes to NCDOT sweeping requirements.
3. The Division Engineer shall notify the Municipality in writing at the beginning of the performance period or as soon thereafter, of the amount of allocated funds estimated to be available to the

Municipality for sweeping maintenance on the locations identified. The available allocation shall be based upon and shall not exceed estimated cost of the work as if performed by the Department.

3. 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.
4. 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 sweeping services described in this Agreement, the Municipality and the Department may re-negotiate the costs and the revise sweeping 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 sweeping 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.
5. 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.
6. 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.
- 7. 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.
- 8. 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, sweeping route, and costs for performing each sweeping 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.
- 9. 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.
- 10. 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.
- 11. 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.

12. 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.
13. 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.
14. 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 sweeping operations by its employees and/or contractors.
15. 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 _____ of the local governing body of the City of Fayetteville

as attested to by the signature of Clerk of said governing body on _____ (Date)

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

Sweeping

Route	From	To	Miles	Curb Miles
HWY 162*	SR 1107	US 401 (Raeford Rd)	1.93	7.72
HWY 162	SR 1107	US 401 (Raeford Rd)	0.87	1.74
US 301*	Cape Fear Bridge	SR 2277 (Locust St.)	0.46	1.84
US 301	Cape Fear Bridge	SR 2277 (Locust St.)	0.98	1.96
US 401*	Skibo Rd.	0.13 Mi. S. of SR 1411	0.20	0.80
US 401	Skibo Rd.	0.13 Mi. S. of SR 1411	0.74	1.48
US 401*	Country Club Dr.	End C&G	0.31	1.24
US 401	Country Club Dr.	End C&G	5.47	10.94
US 401 BUS.*	Skibo Rd.	SR 1414	0.15	0.60
US 401 BUS.	Skibo Rd.	SR 1414	3.11	6.22
US 401 BUS.*	SR 3828	SR 3950	1.69	6.76
US 401 BUS.	SR 3828	SR 3950	0.16	0.32
US 401 BUS. Med.	SR 3828	SR 3950	0.06	0.12
US 401 BUS. Ramps	SR 3828	SR 3950	0.41	0.82
US 401 BUS.*	SR 3950	Country Club Dr.	0.08	0.32
US 401 BUS.	SR 3950	Country Club Dr.	2.39	4.78
US 401 BYP.*	Ramsey St.	Raeford Rd.	3.02	12.08
US 401 BYP.	Ramsey St.	Raeford Rd.	4.81	9.62
NC 24	West City Limit	End C&G 0.08 Mi. E. of NC 53	7.42	14.84
NC 24*	West City Limit	End C&G 0.08 Mi. E. of NC 53	0.45	1.80

NC 53	NC 24	End C&G 0.27 Mi. E. of SR 2008	4.00	8.00
NC 59	US 401 Bus. (Raeford Rd)	Hope Mills City Limits	2.42	4.84
NC 87/NC 210N	NC 24	NC 87/NC 210S	0.08	0.16
NC 87/NC 210S	NC 24/NC 87	End NC 24 EBL On Ramp	0.37	0.74
NC 210*	NC 87/NC 210S	Fort Bragg	0.05	0.20
NC 210	NC 87/NC 210S	Fort Bragg	5.30	10.60
SR 1006	US 301	0.16 Mi. E. of NC 53 @ End C & G	0.93	1.86
SR 1007*	NC 87	End C & G	0.33	1.32
SR 1007	NC 87	End C & G	4.44	8.88
SR 1141	SR 2311	SR 1132	1.72	3.44
SR 1141	Hope Mills City Limits	SR 1007	2.61	5.22
SR 1141*	Hope Mills City Limits	SR 1007	0.15	0.60
SR 1344	SR 1141	Bus 95	1.62	3.24
SR 1344*	SR 1141	Bus 95	0.42	1.68
SR 1400	SR 1404	McPherson Church Rd.	0.03	0.06
SR 1400	McPherson Church Rd.	Begin Divided Section	3.84	7.68
SR 1400	Begin Divided Section	US 401	0.42	0.84
SR 1400*	SR 1404	McPherson Church Rd.	0.02	0.08
SR 1400*	McPherson Church Rd.	Begin Divided Section	0.15	0.60
SR 1400*	Begin Divided Section	US 401	3.97	15.88
SR 1403	SR 1400	Fort Bragg	2.89	5.78
SR 1403*	SR 1400	Fort Bragg	0.06	0.24
SR 1404	US 401 BUS.	SR 1403	6.33	12.66
SR 1404*	US 401 BUS.	SR 1403	0.51	2.04
SR 1408	SR 1404	SR 1415	0.82	1.64
SR 1414	US 401 BUS.	SR 1404	1.46	2.92
SR 1415	US 401 BYP.	Fort Bragg	2.74	5.48

SR 1415*	US 401 BYP.	Fort Bragg	0.26	1.04
SR 1437	NC 24	SR 1408	1.85	3.70
SR 1596	SR 1400	SR 1404	0.10	0.20
SR 1596 *	SR 1400	SR 1404	0.59	2.36
SR 2260	US 301 (Bus. 95)	End Maintenance	0.31	0.62
SR 2260 *	US 301 (Bus. 95)	End Maintenance	0.42	1.68
SR 2299	US 301	Maxwell Street	0.06	0.12
SR 2299	Maxwell Street	SR 3828	0.35	0.70
SR 2299*	US 301	Maxwell Street	0.85	3.40
SR 2311	SR 2299	US 301	2.25	4.50
SR 3499	US 401 Bypass	SR 1415	0.18	0.36
SR 3499*	US 401 Bypass	SR 1415	0.49	1.96
SR 3578	SR 1404	SR 1404	0.35	0.70
SR 3825	SR 3826	SR 3828	0.07	0.14
SR 3825*	SR 3826	SR 3828	0.01	0.04
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.	0.96	1.92
SR 3828*	NC 24	US 401 BUS.	0.12	0.48
SR 3950	NC 24	US 401 BUS.	0.61	1.22
SR 3950*	NC 24	US 401 BUS.	0.27	1.08
Adjustments			2.57	5.14

95.60

225.12

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

2018 City of Fayetteville Sweeping Cost Sheet

Yearly Reimbursement	\$123,521.77
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Quarterly Payment	\$30,880.44
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Quarterly Breakdown:

6.102611	\$15,131.41
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6.202611	\$15,749.03
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