

NORTH CAROLINA  
DURHAM COUNTY

**MUNICIPAL MAINTENANCE  
TRAFFIC CONTROL DEVICES  
SIGNS AND SUPPORTS AGREEMENT  
SCHEDULE A**

DATE: 6/9/2014

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 5.103212 & 5.203212

CITY OF DURHAM

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 Durham, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as signs and supports, on the State Highway System streets; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway signs and supports on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains signs and supports on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such signs and supports; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the signs and supports in the manner described below and as indicated on the attached Schedule "A".

## **SIGNS AND SUPPORTS**

1. The Municipality will maintain and replace, if necessary, those signs and supports indicated on the attached Schedule "A" that are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of signs and supports within the Municipality. All signs erected will be of reflectorized sheeting on non-recycled aluminum and mounted on a "U" channel post or material approved by the Department and indicated by the General Requirements for Schedule "A".
2. The Municipality shall not install any signs or supports on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed signs and supports shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of signs and supports locations for adherence according to the guidelines provided by the Department.

## **FUNDING**

3. The Municipality will be reimbursed for the maintenance and replacement of signs and supports that are the responsibility of the Department only. Reimbursement for signs and supports will be in accordance with the Schedule "A" attached. For FY 2014-2015, the total maximum allowable reimbursement is \$41,200. The Department reserves the right to adjust the reimbursement rates periodically to reflect current market rates and they may increase, decrease, or remain unchanged at the time of extension. If the reimbursement rate is increased, it may be increased by no more than 3% for each one-year extension period, subject to the availability of maintenance funds and the performance of the Municipality.
4. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of signs and supports pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for signs and supports pursuant to this agreement on or before three months after the end of each quarterly cycle. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and

shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year. . Reimbursement shall be made upon approval of said invoice by the Department's District Engineer or designee and Financial Management Division.

## **ANNUAL EXTENSIONS**

5. This Agreement shall be in full force and in effect beginning July 1, 2014 and ending June 30, 2015. At the end of the fiscal year, the provision of services and quality of results shall be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the increase of NCDOT maintenance funds by the General Assembly, without the need for a Supplemental Agreement. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, with the end of the final fiscal year of service being June 30, 2020. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

## **ADDITIONAL PROVISIONS**

6. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
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 GS 136-28.4 and the North Carolina Administrative Code.
8. 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.

9. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
  
10. 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).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST: CITY OF DURHAM

BY: \_\_\_\_\_ BY: \_\_\_\_\_

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.”

Approved by \_\_\_\_\_ of the local governing body of the City Of Durham as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of Durham

\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**Municipal Operations Agreement – Traffic Control Devices  
Schedule “A” – Signs Reimbursement Rate**

The Board of Transportation will reimburse the Municipality for the replacement of signs on the following schedule:

- **Signs:** Every 12 years, or if sign is damaged, deteriorated, or otherwise not meeting its intended use.
- **Supports** for new installations or supports that are damaged or otherwise not meeting its intended use.

ITEM	QUANTITY OF ITEM INSTALLED	* REIMBURSEMENT	UNIT	TOTAL REIMBURSEMENT PER ITEM
A. 30"x30" Stop – Grade C Sheeting		\$38.72	EA	
B. 36"x36" Stop - Grade C Sheeting		\$58.59	EA	
C. 36"x36" Yield - Grade C Sheeting		\$58.59	EA	
D. 36" RR Warning - Grade B Sheeting (Fluorescent Yellow Color)		\$98.91	EA	
E. Warning Signs: Grade B Sheeting (Fluorescent Yellow-Green Color)				
1. 36"x36" School [Reduced Speed] (S4-5)		\$117.64	EA	
36"x36" School [Advance Symbol] (S1-1)		\$104.31	EA	
48"x48" School [Advance Symbol] (S1-1)		\$203.36	EA	
2. 24"x12" Diagonal Arrow (W16-7)		\$22.58	EA	
30"x18" Diagonal Arrow (W16-7)		\$42.33	EA	
3. 24"x10" Ahead Plaque (W16-7P)		\$18.81	EA	
36"x20" Ahead Plaque (W16-7P)		\$57.95	EA	
48"x30" Ahead Plaque (W16-7P)		\$127.10	EA	
4. 24"x12" XXX FT Panel (16-2)		\$22.58	EA	
30"x18" XXX FT Panel (16-2)		\$42.33	EA	
36"x36" Pedestrian (W11-2)		\$104.31	EA	
36"x36" Bicycle (W11-1)		\$104.31	EA	
5. 24"x8" School (S4-3)		\$15.05	EA	
30"x10" School (S4-3)		\$23.52	EA	
36"x12" School (S4-3)		\$34.77	EA	
36"x36" School Bus Stop Ahead (S3-1)		\$104.31	EA	
9. 24"x18" Share the Road (W16-1)		\$33.87	EA	
F. Other warning and regulatory – Grade C Sheeting		.063 gauge Al @ \$8.31		
		.080 gauge Al @ \$8.68	SF	
		.125 gauge Al @ \$9.85		
G. Guide Signs w/o Z bars(Type D) Grade C Sheeting		Single panel = \$11.83	SF	
		DbI panel = \$12.53		
H. Guide Signs w/Z bars Grade C Sheeting		\$15.56	SF	
J. 2 lb U channel Posts		\$1.25	LF	
K. 3 lb U channel Posts		\$2.44	LF	
L. 4" X 4" Wood Posts		\$4.00	LF	
M. 4" X 6" or 6" X 6" Wood Posts		\$6.00	LF	
N. Installation of 1 Post Sign or Assembly , Span Wire and Mast Arm		\$25.00	EA	
O. Installation of 2 Post Sign or Assembly		\$35.00	EA	
P. Installation of Z Bar Sign (Type A)		\$500-\$700	EA	
Q. Installation of Z Bar Sign (Type B)		\$250-\$350	EA	

\*Sign and support prices shown are current maximum allowable sign reimbursements. See **General Requirements:**

## **GENERAL REQUIREMENTS – Schedule A**

Signs may be purchased from the Department of Corrections (DOC), fabricated by the Municipality, or purchased from a private sign manufacturer providing the sign meets all NCDOT sheeting and sign fabrication specifications. The sign fabrication requirements are in Section 901 of the NCDOT Standard Specifications for Roads and Structures. Installation of signs shall be in accordance with the NCDOT Roadway Standard Drawings. The signs and sign installations shall meet all requirements of these specifications and standards for the Municipality to be reimbursed. Reimbursement will be made after sign installations. The Municipality shall meet all requirements of the General Requirements and Appendix A for reimbursement by NCDOT. The Department reserves the right to inspect any signs installed by the Municipality under Schedule A before or after installation.

For reimbursement of sign support(s), the supports and support installations must meet all requirements of Section 903 and 1094 of the NCDOT Standard Specifications for Roads and Structures and the NCDOT Roadway Standard Drawings.

\*If the signs are provided by a private contractor or the Municipality, the reimbursement rate will be the actual cost of the sign as shown on invoice, not to exceed the maximum reimbursement rate shown on Schedule A for each designated sign. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates. Signs ordered from the DOC will be based upon sign prices at the time ordered and payable after installation.

### **NCDOC Information:**

If ordering signs from the Department of Corrections (DOC):

Telephone: 1-800-241-0124

Fax: (919) 716-3974

NCDOC

2020 Yonkers Road

Raleigh, NC 27605