

NORTH CAROLINA
DURHAM COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL
DEVICES
MARKINGS & MARKERS AGREEMENT
SCHEDULE B**

DATE: 6/17/2014

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 pavement markings and markers, on the State Highway System streets which it approves; 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 pavement markings and markers 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 pavement markings and markers on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such pavement markings and markers; 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,

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

Agreement ID # 5022

That the Municipality shall maintain the pavement markings and markers as described below and indicated on the attached Schedule "B".

1. The Municipality shall install and maintain pavement markings and markers as indicated on Schedule "B" which are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of pavement markings and markers within the Municipality except those on the interstate and controlled access highways which the Department shall continue to maintain. The Municipality shall use approved pavement marking materials and pavement markers. Reimbursement for pavement markings and markers shall be in accordance with Schedule "B" Markings and Markers, attached hereto and incorporated herein by reference.
2. 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.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of pavement markings and markers pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for pavement markings and markers pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. 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. The reimbursement rates shown on the attached Schedule "B" shall be increased three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.

4. The Municipality shall not install any pavement markings and markers 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 pavement markings and markers 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 pavement markings and markers locations for adherence according to the guidelines provided by the Department.
5. 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.
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 GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at:
www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.
 - 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.
 - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. 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.
8. 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.

9. 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 "B" MARKINGS and MARKERS

The Board of Transportation shall reimburse the Municipality for marking the system highways based on the following schedule:

() **CHECK** here if Municipality is to **INSTALL ALL MARKINGS AND MARKERS, OTHERWISE, CIRCLE THE LETTER IN FRONT** of the items below to be maintained by the Municipality.

	ITEM	QUANTITY OF ITEM INSTALLED	REIMBURSEMENT	UNIT	TOTAL REIMBURSEMNT PER ITEM
A	4" Thermoplastic Pavement Marking Line, 120 mils		\$0.42	LF	
B	4" Thermoplastic Pavement Marking Line, 90 mils		\$0.34	LF	
C	6" Thermoplastic Pavement Marking Line, 120 mils		\$.66	LF	
D	6" Thermoplastic Pavement Marking Line, 90mils		\$0.57	LF	
E	8" Thermoplastic Pavement Marking Line, 120 mils		\$1.34	LF	
F	8" Thermoplastic Pavement Marking Line, 90 mils		\$1.26	LF	
G	12" Thermoplastic Pavement Marking Line, 90 mils		\$1.62	LF	
H	16" Thermoplastic Pavement Marking Line, 120 mils		\$3.70	LF	
I	24" Thermoplastic Pavement Marking Line, 120 mils		\$5.33	LF	
J	Thermoplastic Marking Line Removal, 4"		\$0.50	LF	
K	Thermoplastic Pavement Marking Character, 120 mils		\$65.02	EA	
L	Thermoplastic Pavement Marking Symbol (single arrow), 90 mils		\$84.11	EA	
M	Thermoplastic Pavement Marking Symbol (combination arrow), 90 mils		\$120.10	EA	
N	Thermoplastic Pavement Marking Symbol & Character Removal		\$46.81	EA	
O	4" Paint Marking Line *		\$0.12	LF	
P	6" Paint Marking Line *		\$0.25	LF	
Q	8" Paint Marking Line *		\$0.47	LF	
R	12" Paint Marking Line *		\$0.86	LF	
S	16" Paint marking Line *		\$1.09	LF	
T	24" Paint Marking Line *		\$2.39	LF	
U	Paint Pavement Marking Character		\$26.84	EA	
V	Paint Pavement Marking Symbol (single arrow)		\$35.89	EA	
W	Paint Pavement Marking (combination arrow)		\$42.70	EA	
X	Permanent Raised Pavement marker		\$4.30	EA	
Y	Permanent Snowplowable Raised Pavement Marker		\$22.19	EA	
Z	Permanent Snowplowable Pavement Marker Lens Replacement		\$9.42	EA	
			TOTAL REIMBURSEMENT =		

* THIS PAY ITEM IS FOR ONE LAYER OF PAINT. ANY OTHER LAYERS WILL ALSO BE PAID FOR UNDER THE SAME PAY ITEM.

The Municipality shall bill the Division of Highways on a quarterly basis for the pavement marking and markers accomplished by the use of long-life pavement marking material and pavement markers. Long-life pavement markings, paint and markers will be paid for using the unit prices as shown above.

Pavement markings are expected to have a five (5) year life cycle. Placement of pavement markings will be reimbursable on any given roadway once every five (5) years, assuming the replacement is warranted the fifth (5th) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the five (5) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department.

Pavement markers are expected to have a life cycle of three (3) years. Placement of pavement markers / snowplowable marker lenses will be reimbursable on any given roadway once every three (3) years, assuming the replacement is warranted the third (3rd) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the three (3) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department with the following exception:

Permanent raised markers that have been prematurely removed from the pavement as a result of snow removal should be replaced after the snowplowing season. Replacement of these markers will be considered reimbursable at the unit price listed above.

The Municipality would be expected to keep these markings and markers in good repair according to the NCDOT Standard Practice for Pavement Marking and Marker Maintenance. Engineering judgment should be used by the municipality to determine if markings and or markers meet these replacement criteria. Retroreflectivity measurements may be taken by the NCDOT on an as needed basis or when either party has questioned the status.

Items included on the Schedule "B" may be added or deleted to those checked above by a request in letter form signed by the Mayor, Clerk (or Manager). The letter shall be sent in quadruplicate to the Division Engineer, accompanied by four (4) copies of the Schedule "B" with all appropriate items checked. If the Division Engineer approves the new Schedule "B" he / she shall sign, as approved, all four (4) copies of the Municipality's letter of request. The Division Engineer shall then: 1) forward one copy of the letter and Schedule "B" to the DOT Controller and the State Traffic Engineer. 2) Return a copy of each to the Municipality. 3) Retain a copy of each for his / her file. The new Schedule "B" shall then become effective at the beginning of the next quarter for reimbursement.

Above rates approved by the Board of Transportation _____ to be effective _____