

NORTH CAROLINA
GUILFORD COUNTY

MUNICIPAL MOWING AGREEMENT

DATE: 11/26/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 7.104111B

CITY OF HIGH POINT

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 High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

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

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

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. The Project consists of performing routine mowing on SR 1541 (West Wendover Avenue) from NC 68 (Eastchester Drive) to the city limits at SR 1546 (Guilford College Road) and NC 68 (Eastchester Drive) from SR 1536 (Penny Road) to the city limits south of SR 1556 (Gallimore Dairy Road).
2. The Municipality, and or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform said mowing service in accordance with Departmental standards and specifications.
3. The Municipality shall provide for the mowing maintenance in accordance with NCDOT mowing requirements, the 2012 NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto under the general administrative control of the Department's Division Engineer. These routes may be amended or deleted and other applicable routes may be added as mutually agreed upon by both parties in writing prior to performing the work. The Division Engineer shall approve any requests by the Municipality for

changes to NCDOT mowing requirements including but not limited to mowing time frames, mowing heights, mowing equipment, etc.

4. 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/2012sp/municipal.html.
 - (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. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
5. 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.
6. The Division Engineer shall notify the Municipality in writing at the beginning of the performance period or as soon thereafter each quarter, of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance. The available allocation shall be based upon and shall not exceed estimated cost of the work if performed by the Department.
7. Subject to compliance by the Municipality with the provisions set forth in this Agreement, the Department shall participate in the costs of the project in an amount not to exceed the annual budget amount. Costs which exceed this amount shall be borne by the Municipality.
8. The Municipality may bill the Department for actual costs as herein stated. Reimbursement to the Municipality shall be made upon approval of said invoice by the Division Engineer and the Department's Financial Division.

9. The Municipality shall submit a quarterly itemized invoice to the Department for actual costs for labor, equipment, and contracted services for work completed, not to exceed the amount allocated for the quarter. The invoice shall be itemized by date, mowing route, and costs for performing each mowing cycle, no later than three (3) months after the scheduled quarterly invoicing date for eligible reimbursable costs. All final invoices must be submitted within one (1) 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 Department, at its option, may elect to increase or decrease the reimbursement rates subject to the availability of funds and the performance of the Municipality. Locations may be amended in writing by the Department each performance period year to include agreed upon changes to routes and increases or decreases in reimbursable costs.
11. 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.
12. 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.
13. This Agreement shall continue thereafter with automatic yearly renewal extensions 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

BY:

Lisa D. Verling

TITLE: City Clerk



CITY OF HIGH POINT

BY:

Greg Danks

TITLE: City Manager

DATE: 1/20/2015

Approved by High Point City Council of the local governing body of the City of High Point as

attested to by the signature of Clerk of said governing body on 1/20/2015 (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

56-6000231

(SEAL)

Remittance Address:

City of High Point

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY:

(CHIEF ENGINEER)

DATE:

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

