



MEMORANDUM

To: Mayor and City Councilors
From: Rich Olson, City Manager
Date: October 24, 2013
Re: Consideration – Extension of Street Sweeping Agreement with the NC Department of Transportation

BACKGROUND:

Since 2006, the City has had a contract with NCDOT to sweep all NCDOT roads within the City limits. Prior to 2006, the state took bids from private contractors to sweep the streets. NCDOT specifically required that their contractor only sweep the street three times per year. Staff believes that these roads should be swept at least six times per year. The lack of sweeping has caused catch basins to become filled with dirt and debris and leaves the City dirty looking.

ANALYSIS:

NCDOT has determined that there are approximately 36.3 shoulder miles of state-system roads within the City. NCDOT requires that all its roads be swept a minimum of three times per year and will pay \$172.95 per shoulder mile or \$18,834.26 annually. (The \$172.95 rate reflects actual bids that NCDOT received when the contract was bid.) The agreement with NCDOT automatically renews unless NCDOT cancels the agreement with 30 days notice. NCDOT will reimburse the City once we submit an itemized statement to them.

The Finance Committee discussed this matter during their meeting of October 24, 2013 and recommends approval.

STAFF RECOMMENDATION:

By motion, execution of the attached street sweeping agreement with NCDOT by City Manager Rich Olson.

RCO/vdw

NORTH CAROLINA
PASQUOTANK COUNTY

SWEEPING AGREEMENT

DATE: 9/27/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 1.107013 & 1.207013

CITY OF ELIZABETH CITY

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 Elizabeth City, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has requested that the Municipality perform "routine" sweeping of the curb and gutter along 30.5 miles of primary routes and 5.8 miles of secondary routes within the City limits of Elizabeth City in Pasquotank County. The total length is 36.3 miles; and

WHEREAS, the Department has determined that it would be advantageous to reimburse the Municipality to perform said sweeping; and,

NOW THEREFORE, the parties hereto, each in consideration of the promises and the undertaking of the other as herein provided do hereby covenant and agree, each with the other, as follows:

1. The Municipality, and or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform said sweeping service in accordance with Departmental standards and specifications.
2. 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: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

- 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.
3. The Department shall reimburse the Municipality for the actual cost for labor and equipment not to exceed a maximum amount of \$18,834.26 or \$172.95 per shoulder mile for a minimum of three (3) sweeping cycles per year. The Municipality shall submit an itemized invoice to the Department upon fulfillment of sweeping requirements. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division.
4. Subject to the provisions stated herein, the Agreement is effective June 1, 2013 and remains in effect until July 30, 2014, or until cancelled by either party as described herein.
- A. This Agreement shall remain active with extensions possible for additional one-year periods, up to two (2) years extension each, through July 30, 2016. Thirty (30) days prior to the end of each one-year renewal period, upon written extension, by letter, signed by the Municipality's authorized representative and the Department's Division Engineer, this Agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a sixty (60) day written notice to the opposite party. Reimbursement rate will be increased by 3% for each one-year extension, if implemented.
 - 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.
5. 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 final audit by the Department.

6. 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.

TITLE VI

7. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.
8. 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: CITY OF ELIZABETH CITY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

Approved by _____ of the local governing body of the City of Elizabeth

City 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 Elizabeth City

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

WBS ELEMENT	ROUTE	MILES	Secondary	Primary
1.107013	US17 / Hughes	4.2		
1.107013	Halstead Blv/ NC344	9.2		
1.107013	N/S Road St	9.9		
1.107013	US158-Elizabeth St	1.8		
1.107013	US17Bus-Ehringhaus St	4.4		
1.107013	Ehringhaus St	0.5		
1.107013	Water St	0.5		
1.207013	SR1145-Oak Stump Rd	0.3		
1.207013	SR1384-Tri-County Jail Access	0.2		
1.207013	SR1329-Poindexter St	1.2		
1.207013	SR1164-Southern Ave	1.4		
1.207013	SR1101-Pearhree Rd	1.2		
1.207013	SR1139-Roanoke Ave	1.5		
		36.3		