



8.E999936

RECEIVED
OFFICER
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

2001 JUN 15 P 2:47
MICHAEL F. EASLEY
GOVERNOR

NC DOT

May 23, 2001

LYNDO TIPPETT
SECRETARY

Ms. Lisa Tolley, Manager
Adult Environmental Education Program
Office of Environmental Education, DENR
1609 Mail Service Center
Raleigh, North Carolina 27699-1609

SUBJECT: Enhancement Agreement (Revised 5/8/01) – North Carolina Department of Environment and Natural Resources, Office of Environmental Education (River Basin Highway Signs – Statewide) – Project E-4599

Dear Ms. Tolley:

Enclosed is one fully executed (May 18, 2001) original of the above-captioned Enhancement Agreement for your file.

By copy of this letter, we are requesting Federal Highway Administration approval. **DO NOT** proceed until you have received written notification from this office that FHWA has given approval.

Thank you for your attention in this matter. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Dean B. Benson
Enhancements Contract Officer

Enclosure

cc: Theresa A. Wyatt, Assistant to the Deputy Chief Engineer
Jim West, State Right of Way Negotiator
Project Management
Robert Clevenger, Single Audit Compliance Unit
Brent Hamilton, Commercial Accounts Branch

MAILING ADDRESS:
PROGRAM DEVELOPMENT BRANCH
1534 MAIL SERVICE CENTER
RALEIGH, NC 27699-1534

PHONE: (919) 733-2039
FAX: (919) 733-3585
WEBSITE:
www.dot.state.nc.us/planning/development/

LOCATION:
TRANSPORTATION BUILDING
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

2/27/01; Revised 4/4/01, 4/25/01, 5/8/01

AND

ENHANCEMENT AGREEMENT

NORTH CAROLINA DEPARTMENT
OF ENVIRONMENT AND NATURAL RESOURCES,
OFFICE OF ENVIRONMENTAL EDUCATION

PROJECT: E-4599
CFDA NO. 20.205

THIS AGREEMENT, made and entered into this the 10th day of may, 2001,
between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina,
hereinafter referred to as the Department, and the DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES, OFFICE OF ENVIRONMENTAL EDUCATION, an agency of the State of
North Carolina, hereinafter referred to as DENR;

WITNESSETH:

WHEREAS, Section 1201 of the Transportation Equity Act for the 21st Century (TEA-21)
requires that Surface Transportation Program funds be available for transportation enhancement
activities in their statewide transportation improvement programs; and,

WHEREAS, DENR is conducting a statewide Adult Education River Basin Awareness
Program and has requested enhancement funds to continue efforts to educate and inform citizens
regarding the concept of an "ecological address"; and,

WHEREAS, the Department has programmed funding in the 2000-2006 Transportation
Improvement Program, as amended, per DENR's request for the manufacture and installation of
river basin highway signs throughout North Carolina, under Project E-4599; and,

WHEREAS, the Department and DENR have agreed to assume certain responsibilities for
said River Basin Awareness Program project as hereinafter set out.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days
of receipt or forfeit enhancement funds awarded to DENR at the October 2000 NCDOT Board of

Transportation meeting. This Agreement states the promises and undertakings of each party as herein provided, and all parties do hereby covenant and agree, each with the other, as follows:

1. The River Basin Awareness Program shall consist of the preparation and distribution of educational river basin materials statewide, including brochures, maps, and media campaigns. The enhancement-funded project shall consist of the manufacture and installation of river basin highway signs, and the Department's funding participation shall be restricted to said manufacture and installation of the signs.

2. DENR has submitted to the Department, for review and approval, an overall Plan for Funding and Development (Development Plan) for said project. DENR shall provide a preliminary schedule for improvements. Any modification to said Development Plan shall be approved by the Department. DENR and the Department shall jointly prepare, or cause to be prepared, a final scope of services, including project site locations and budget, to be submitted to the Department's Enhancement Program Manager for review and approval within twelve (12) months of execution of this Agreement. Upon approval of the jointly-developed plan and execution of this Agreement, the Department's Enhancement Program Manager will request authorization from the Federal Highway Administration (FHWA). Any work performed prior to receipt of written authorization to proceed will be deemed ineligible for reimbursement.

3. Upon receipt of written notification to proceed, the Department shall prepare the Planning Document(s), if required; coordinate any required project reviews; and proceed with the manufacture and installation of the river basin highway signs in accordance with departmental and federal standards and specifications.

4. The Department shall perform, or cause to be performed, the manufacture and installation of the river basin highway signs in accordance with the approved plans and specifications. The following procedures shall be followed:

A. It is understood by all parties to this Agreement that funding is contingent upon the existence of certifiable right of way. The river basin highway signs shall be installed within the Department's existing right of way. If, in the future, relocation of the river basin highway signs is required, the Department will relocate said signs to sites determined to be suitable by the Department. Sites selected for installation shall not require the relocation or adjustment of any utilities or the removal of any obstacles for said installation without the prior approval of the Department.

B. The Department may elect to perform the work or any portion thereof with its own forces.

C. DENR and the Department shall jointly comply with the following federal and state policies: (a) Conflict of Interest; (b) Equal Employment Opportunity; (c) Title VI – Civil Rights Act of 1964; and (d) Minority/Disadvantaged Business Enterprises Administration.

D. DENR and the Department shall jointly be responsible for ensuring that all sites, installation work, and project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations.

E. During the installation of the signs, the Department shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control project plans and the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

F. If any media campaign or educational materials reference the river basin signage, DENR will recognize the Department and its enhancement funding participation in DENR's Adult Education River Basin Awareness Program.

5. The Department shall not be held liable by DENR for any expenses or obligations incurred for the project except those specifically eligible for FHWA Enhancement Funds and obligations as approved by the Department under the terms of this Agreement.

6. The Department may not expend more than the maximum federal award of ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$149,256) plus THIRTY-SEVEN THOUSAND THREE HUNDRED FOURTEEN DOLLARS (\$37,314) from the Department's Highway Operations Branch funds, for the total Departmental participation of \$186,570. Any project costs that exceed \$186,570 shall be borne by DENR. The Department's Highway Operations Branch funds will satisfy the required twenty percent (20%) federal funds match requirement. Upon completion of the project, if actual project costs exceed \$186,570, DENR shall reimburse the Department any excess costs within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.1.

7. DENR agrees that, if the Federal Highway Administration should not participate in certain costs because of noncompliance by DENR with Federal and/or State regulations, it will reimburse the Department for such costs caused by actions of DENR. Reimbursement shall be made by DENR to the Department within sixty (60) days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.1.

8. If DENR fails for any reason to reimburse the Department in accordance with the provisions for payment as provided in this Agreement, the Department is authorized by N.C.G.S. 105 to withhold, in full or in part, any payments due to DENR until the Department has received payment in full.

9. Failure on the part of DENR to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the project. Prior to placing an order for sign fabrication, this Agreement may be terminated upon mutual agreement of both parties within thirty (30) days of written notification.

10. The Department shall retain all project records for a period of three (3) years.

11. Upon completion of the project, the Department will maintain the river basin highway signs, and DENR's Office of Environmental Education will coordinate a voluntary program to pick up litter up to 50 feet on either side of the river basin highway signs.

12. To the extent authorized by state and federal tort claims statutes, each party shall be responsible for its respective actions under the terms of this Agreement and shall save harmless the other party from any claims arising as a result of such actions.

IT IS UNDERSTOOD AND AGREED that the approval of the project by FHWA is subject to the conditions of this Agreement, and that no expenditures of funds will be made until the terms of this Agreement have been complied with by the executing parties.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and DENR by authority duly given.

L.S.
WITNESS:

DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES, OFFICE OF
ENVIRONMENTAL EDUCATION

BY: Margaret Regina Weaver

William A. Row, Jr.

TITLE: Exec. Asst./Sec

TITLE: Secretary

Federal Tax Identification Number

56-6000372

Department of Environment and Natural
Resources, Office of Environmental Education

Remittance Address:

Department of Environment and Natural
Resources, Office of Environmental Education

1609 Mail Service Center
Raleigh, North Carolina 27699-1609

(SEAL)

APPROVED AS TO FORM:

DEPARTMENT OF TRANSPORTATION

BY: R. H. [Signature]
ASSISTANT ATTORNEY GENERAL

BY: A. Sanderwa
STATE HIGHWAY ADMINISTRATOR

Stephanie



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

06-19-01

Date

Memo To: Rob Ayers

Department /Division: PD & EA

From: *C. Wayne Stallings*
Chief Financial Officer

This is to inform you the contract with NC Dept of Environment and Natural Resources

Work

Order (s) 8.E999936, has been received by the Fiscal Department and recorded
in our file as Contract Number B501237 and Vendor Number 139178V.

All requests for payment concerning this contract must be accompanied by the above Contract
Number and Vendor Number in order that payment be properly recorded. If you have any questions please
contact Charlene Horton at (919)733-3624, Ext. 302 or Brent Hamilton at (919)733-3624, Ext. 309.

Contact Person: Dean B. Benson

ID Number(s): E-4599

County(s): _____

Contract Amount: 186,570.00

Description: Enhancement funding to educate and inform citizens regarding the concept of an
"ecological address."