

# **NCDOT Non-Motorized Counts Hardware**

## **Memorandum of Agreement**

This Memorandum of Agreement, hereinafter referred to as the "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 Winston-Salem Urban Area MPO hereinafter referred to as the "MPO".

### **WITNESSETH:**

WHEREAS, the North Carolina Department of Transportation seeks to establish a statewide Non-Motorized Traffic Monitoring Program; and,

WHEREAS, the Winston-Salem Urban Area MPO has agreed to participate in data collection needs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

NOW, THEREFORE, the parties hereto shall approve this Agreement within sixty (60) days of receipt of this Agreement. In the event the MPO fails to approve said Agreement within sixty (60) days of receipt, the MPO forfeits its access to the equipment and training offered by the Department as hereinafter stated.

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

### **1. GENERAL PROVISIONS**

The MPO shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the MPO and/or its agents. The MPO may select any agent with which it has established agreements or contracts equal to the terms of this Agreement. Such agents may include a local government member of the MPO or a contractor qualified and approved to perform the work described in this Agreement.

The Department and/or its agents will provide technical oversight to guide the MPO and/or its agent. The MPO and/or its agent must provide a primary contact for the program to the Department upon approving this Agreement.

The MPO and/or its agent shall complete installation activities described in project exhibits by September 30, 2014 unless provided an agreed-to alternative installation deadline by the Department and/or its agent. The MPO and/or its agent will complete these installation activities at no cost to the Department.

Failure on the part of the MPO to comply with any of the provisions of this Agreement will be grounds for the Department to terminate its participation, take the counter equipment back from the MPO and, if applicable, seek repayment for any damage done to the equipment beyond standard wear and tear.

Any administrative modifications to this Agreement or its terms will be agreed upon in writing by all parties prior to being implemented. The Department may delegate the approval of these administrative modifications to the Director of the Department's Bicycle and Pedestrian Division.

## **2. SCOPE OF PROJECT**

The MPO and/or its agent is responsible for installing, monitoring and maintaining counter equipment at permanent continuous count station locations as specified in project exhibits and descriptions of work. All station locations must be identified and selected in accordance to the Department's Non-motorized Traffic Monitoring program. The MPO will submit candidate sites to the Department for approval prior to the installation of any counter equipment. Both parties will provide access to data collected through the provided equipment.

The Department will provide the MPO and/or its agents with the bicycle and pedestrian counter equipment and other hardware which adhere to the following specifications:

- differentiate between pedestrians and cyclists, using bicycle detector loops and passive infrared sensors
- measure the direction of travel of both pedestrians and cyclists
- transmit data wirelessly
- do not have any speed restrictions on capturing data
- detect pedestrians or cyclists at minimum distance of 10'
- record count data at 15 minute intervals for minimum of 300 days per year
- may be removed using readily available tools and street maintenance equipment
- include necessary supporting installation equipment such as any enclosure box, post, screws, bands, cables, wires, etc
- include posts and loops are designed to reasonably blend in with surroundings
- enclosed in a secure box or structure with key entry or other unlocking device included
- include any necessary cords to connect a field computer to the count device
- include a minimum 2 year warranty for all equipment and software
- include a manual describing installation procedures, specifications, and maintenance instructions
- contained by waterproof design
- having a battery life of 2 years for loop detectors, and 10 years for passive sensor equipment
- having data compatibility with Microsoft Office Excel (v 2010 or later)

The Department and/or its agent will also offer an initial training to the MPO and/or its agents and provide ongoing technical support to the MPO and/or its agents regarding installation, monitoring and maintenance needs of the equipment as further set forth in this Agreement. As the equipment is received, a unique identifier code will be assigned to each set of equipment. This inventory of code information will be conveyed to the MPO and/or its agent at such time the equipment is delivered.

## **3. USEFUL LIFE**

The Useful Life of this equipment is determined to be ten (10) years. Any agreements entered into shall be for the length of the Useful Life.

## **4. ENCROACHMENT AGREEMENT**

If any part of the equipment is to be located on State Highway System right of way or property, the MPO shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

## **5. RIGHT TO INSPECT**

The Department and/or its agent shall have the right to inspect, test, approve or reject, any portion of the work being performed by the MPO or its agent(s) to ensure compliance with the provisions of this

Agreement. Any deficiencies inconsistent with the Department's data collection protocols or Non-Motorized Travel Monitoring Guidebook and specifications found during an inspection must be corrected. The Department will cede this right to inspect once ownership of the equipment is conveyed to the MPO.

## **6. CONTRACTOR COMPLIANCE**

The MPO will be responsible for ensuring that its agent(s) and contractor(s) comply with all of the terms of the contract and any instructions issued by the Department as a result of any review or inspection made by said representatives.

## **7. MAINTENANCE**

The MPO and/or its agent, at no expense or liability to the Department, shall assume all routine maintenance responsibilities for the counter equipment provided, or as required by an executed encroachment agreement. Expected routine maintenance responsibilities may include battery replacement, removing obstructions or equipment hazards on or near the equipment, and monitoring the security of the equipment. The MPO and/or its agent(s) should ensure that it does not perform any activities which may interfere with the equipment's condition or functionality.

## **8. OWNERSHIP**

The MPO and/or its agent will assume ownership of the hardware as early as twenty-four (24) months after installation, per authorization by the Department. The MPO will be held to the terms of this agreement through the Useful Life of the equipment.

The Department and/or its agent will be responsible for replacing malfunctioning equipment, data transmittal charges, and for any other non-routine hardware or software maintenance during its period of ownership. The MPO and/or its agent will be responsible for all equipment maintenance and improvements when it assumes ownership. The MPO will be responsible for data transmittal charges and parts replacement when it assumes ownership.

After the MPO has assumed ownership of the equipment, the Department (or its contractor) will require written approval from the MPO to inspect or otherwise access the equipment. The MPO and the Department will continue to provide access to data collected by the equipment during the Useful Life of the equipment. This data will continue to be subject to the Department's formats and standards as defined by its Non-Motorized Traffic Monitoring Program.

### **MPO REPRESENTATIVE**

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **DEPARTMENT OF TRANSPORTATION**

Signed by: \_\_\_\_\_ (Deputy Secretary for Transit)

Date: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION - ITEM O: \_\_\_\_\_ (Date)