

NORTH CAROLINA  
MECKLENBURG COUNTY

**DOT CONSTRUCTION AGREEMENT**

DATE: 8/10/2016

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 50138.3.227

TOWN OF DAVIDSON

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 Town of Davidson, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department and the Municipality propose to make certain safety improvements under WBS Elements 50138.3.227 in Mecklenburg County; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out,

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:

**SCOPE OF THE PROJECT**

1. The Project consists of the extension of Kincaid Greenway from the west side of Davidson-Concord Road (SR 2693) southward approximately 50 feet before crossing Davidson-Concord Road to include the installation of a crosswalk and pedestrian refuge island.
2. At the request of the Municipality and in conjunction with the Project, the Department will also install a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Davidson-Concord Road and Appolinaire Drive in Davidson.

**PHASES OF THE PROJECT**

3. The Department shall be responsible for all phases of the project, including planning, design, right of way, utilities, construction and contract administration. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

## **FUNDING**

4. The Department shall provide \$20,000 towards the cost of the Rectangular Rapid Flashing Beacon (RRFB). Costs above the \$20,000 for the RRFB shall be the responsibility of the Municipality. Upon completion of the Project, if costs exceed the \$20,000, the Municipality shall reimburse the Department for any overage 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.

## **MAINTENANCE**

5. The Municipality, at its own expense, shall be responsible for the maintenance responsibilities for the RRFB upon completion of the Project.

## **ADDITIONAL PROVISIONS**

6. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
7. 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).
8. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer

has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

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:

TOWN OF DAVIDSON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by \_\_\_\_\_ of the local governing body of the Town of Davidson  
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:

Town of Davidson

Attention: Mr. Doug Wright

P.O. Box 579

Davidson, NC 28036

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_