



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

March 21, 2018

TO: Mr. Doug Wright  
Town of Davidson  
P.O. Box 579  
Davidson, NC 28036

FROM: Cindy Iorlano  
Administrative Officer I

A handwritten signature in cursive script that reads "Cindy Iorlano".

SUBJECT: **REVISED** - Transportation Improvement Project - Reimbursement Agreement  
With Town of  
Davidson  
WBS Element No. 47886.1.1, 47886.2.1, and 47886.3.1  
TIP No. U-6092

Enclosed please find duplicate originals of the **REVISED** above-mentioned Agreement. The FUNDING provision has been modified to allow the Town of Davidson to submit payment of each phase prior to the Department requesting authorization for each phase.

Please dispose of the agreements that were previously sent to you that were dated "2/12/2018," and execute these revised agreements dated "3/16/2018" by signing both originals, affixing your seal, and returning both originals **within thirty (30) days** of the date of this letter to NC Division of Highways, Attention: Cindy Iorlano, 716 West Main Street, Albemarle, NC 28001. Please also submit a check made payable to North Carolina Department of Transportation in the amount of thirty thousand dollars (\$30,000.00) with the partially executed Agreements as required by the terms of the Agreement for the Town's local match participation in the Preliminary Engineering phase of the project.

Thank you for your assistance in this matter. Please call me at the number below if you need additional information.

Enclosures

CAI

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION 10  
716 WEST MAIN STREET  
ALBEMARLE, NC 28001

Telephone: (704) 983-4400  
Fax: (704) 982-3146  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
716 WEST MAIN STREET  
ALBEMARLE, NC 28001

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 3/16/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-6092

WBS Elements: PE 47886.1.1

ROW 47886.2.1

CON 47886.3.1

AND

FEDERAL-AID NUMBER: STBGDA-1003 (166)

TOWN OF DAVIDSON

THIS MUNICIPAL 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, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-6092, in Mecklenburg County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for 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 conversion of the existing stop-controlled intersection at Robert Walker Drive (SR 6023) and Davidson Concord Road (SR 2693) to a roundabout.

## **PLANNING AND DESIGN**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

## **RIGHT OF WAY**

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. It is not known at this time if there are municipally-owned water and sewer lines to be adjusted or relocated. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

## **CONSTRUCTION**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

## **MAINTENANCE**

6. Upon completion of the Project:
  - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.



- B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
- C. The Municipality, at its own expense, shall be responsible for all liability and maintenance for the sidewalk.

## **FUNDING**

- 7. The Municipality shall participate in the costs of the Project as follows:
  - A. Subject to compliance by the Municipality, with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate in the costs of the project, up to a maximum amount of One Million Nine Thousand Dollars (\$1,009,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, pursuant to Provisions 7B, 7C and 7D. Costs that exceed the total estimated cost shall be borne by the Municipality.

**FUNDING TABLE**

<b>PHASE</b>	<b>FEDERAL FUNDS (STBG-DA)</b>	<b>LOCAL FUNDS (NON-FEDERAL MATCH)</b>
PE	\$120,000	\$30,000
RIGHT OF WAY	\$20,000	\$5,000
CONSTRUCTION	\$869,000	\$217,000
<b>Totals</b>	<b>\$1,009,000</b>	<b>\$252,000</b>
<b>Total Estimated Cost</b>		<b>\$1,261,000</b>

- B. Upon partial execution of this Agreement, the Municipality shall submit a check for \$30,000 to the Department's Division Engineer to cover the local match for the estimated costs of the Preliminary Engineering Phase.
- C. Prior to the Department requesting authorization for the Right of Way (ROW) phase, the Department shall request a check in the amount of \$5,000 for the local match of the estimated costs of the ROW phase.
- D. Prior to the Department requesting authorization for the Construction phase, the Department shall request a check in the amount of \$217,000 for the local match of the estimated costs of the Construction phase.

- E. Upon completion of the Project, the Department will bill the Municipality for any excess project costs. Reimbursement to the Department shall be made in one final payment and within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$1,261,000, the Department shall reimburse the Municipality any overpayment. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

## **ADDITIONAL PROVISIONS**

- 8. 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.
- 9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
- 10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
- 11. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- 12. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- 13. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this

Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

14. 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).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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.

L.S. ATTEST:

TOWN OF DAVIDSON

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

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

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

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)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Davidson

Attention: Mr. Doug Wright

P.O. Box 579

Davidson, NC 28036

DEPARTMENT OF TRANSPORTATION

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

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

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