

NORTH CAROLINA
GUILFORD COUNTY

TRAFFIC – SIGNAGE AGREEMENT

DATE: 4/11/2016 - REVISED

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 7.104112, 7.104132

CITY OF HIGH POINT

THIS AGREEMENT is made and entered into on the last date executed below, 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 High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain public information improvements/traffic control improvements under said project 7.104112, 7.104132, in Guilford County; and,

WHEREAS, the Municipality has agreed to participate in the actual 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 WORK

1. The Project consists of the fabrication and installation of new signs on I-74 and I-85 Business. The existing signs for Kivett Drive on these routes will be replaced with Martin Luther King Jr. Drive signs.

DESIGN

2. The Department shall design, fabricate and provide the necessary labor for the installation of the signs. Said work shall be accomplished in accordance with Departmental standards and specifications, and all local codes and ordinances.

UTILITIES AND RIGHT OF WAY

3. It is understood by the parties hereto that all work shall be contained within the existing right of way and that there are no utilities in conflict with the installation of the signs. However, should it become necessary, the Municipality shall be responsible for providing any additional right of way and relocate any utilities, at no expense or liability whatsoever to the Department.

FUNDING

4. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of the work performed by the Department, including administrative costs, associated with the installation and/or replacement of said signs. The estimated cost is \$66,242. The Department shall charge a late payment penalty on any unpaid balance due in accordance with G.S. 147-86.23.
5. Upon completion of the work, the Municipality shall submit a payment to the Department's Division Engineer. The payment shall be made in 2 separate payments due for each fiscal year by the dates shown:

1st year – 7/31/16

2nd year – 7/31/17

6. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

MAINTENANCE

7. During the life of these directional signs, the Department shall be solely responsible for all maintenance and replacement costs associated with the signs and supports due to damage, deterioration or loss.
8. It is understood by the Department that should the installation of any of these directional signs become problematic, the signs may be removed at the Department's sole discretion, and the Municipality will be responsible for any cost incurred by the Department associated with the removal of the signs.



ADDITIONAL PROVISIONS

9. 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).
10. 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 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.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality 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.

ATTEST:

BY:

Maria S. Smith

CITY OF HIGH POINT

BY:

William S. Boering

TITLE: Deputy City Clerk

TITLE: Mayor

DATE: 6/6/2016

DATE: 6/6/2016

Approved by the City of High Point as attested to by the signature of Maria S. Smith, Deputy

Clerk of said governing body on 6/6/2016 (Date)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act

Federal Tax Identification Number

56-6000231

Remittance Address:

City of High Point

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY:

(CHIEF ENGINEER)

DATE:

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____