

NORTH CAROLINA  
UNION COUNTY

**TRAFFIC – REVIEW AND INSPECTION AGREEMENT**

DATE: 12/14/2020

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 36249.4221

TOWN OF STALLINGS

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 Stallings, hereinafter referred to as the “Municipality”.

**WITNESSETH:**

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under WBS Element 36249.4221 in Union 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 PROJECT**

1. The Project consists of the installation of a new Pedestrian Hybrid Beacon signal located along SR 1524 (Stevens Mill Road). The Department will review the traffic signal plans and inspect the traffic signal installation.

**DESIGN AND EQUIPMENT PROCUREMENT**

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/Tru-Traffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

## **UTILITIES AND RIGHT OF WAY**

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

## **CONSTRUCTION**

6. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2018, "Roadway Standard Drawings", January 2018 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:
  - A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
  - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.
  - C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
  - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.

- E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
  - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
  - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
- 7. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
  - 8. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.

## **FUNDING**

- 9. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$6,000 to the Department's Division Engineer upon partial execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$6,000, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

## **MAINTENANCE**

- 10. Upon completion of the project, the Municipality shall own and control the traffic signal and maintenance of the traffic signal will be accomplished in the same manner as maintenance of other state system signalized intersections.
- 11. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Developer. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

## **ADDITIONAL PROVISIONS**

12. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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: TOWN OF STALLINGS  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
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 Stallings

Attn: Alex Sewell

315 Stallings Road

Stallings, NC 28104

DEPARTMENT OF TRANSPORTATION

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

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

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