



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

May 28, 2013

Mr. Jon Creighton
Planning Director/Asst. Co. Mgr
Buncombe County Planning Dept.
46 Valley St
Asheville, NC 28801-3736

Re: Agreement, TIP No. SR-5001BI, WBS Nos. 40924.3.60
NCDOT Safe Routes to School Program, Division Fund Project

Dear Mr. Creighton:

Enclosed are duplicate originals of the above referenced maintenance agreement for the construction of a Safe Routes to School related project that will serve Charles D. Owen Middle School. Please execute both copies, and return them to me at the address below. Please ensure that the agreement is signed, dated, attested and sealed and that the finance officer signs and includes the County's federal tax identification number as well as the remittance address. If someone other than yourself will be managing the project, please indicate that person's name and contact information in your return cover letter. Buncombe County has ninety (90) days to sign and return both originals.

The Department of Transportation will execute the agreement and send one fully executed agreement back to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Johnson".

Ed Johnson, RLA, ASLA
Safe Routes To School Coordinator

ERJ/swo

Attachments

cc: Sheila Elliot – Contract Officer, Local Programs Management Office
Mike Calloway – Division Project Manager, Division 13

MAILING ADDRESS:
SAFE ROUTES TO SCHOOL COORDINATOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF BICYCLE AND PEDESTRIAN TRANSPORTATION
1552 MAIL SERVICE CENTER
RALEIGH, NC 27699-1552

TELEPHONE: 919-707-2604
FAX: 919-715-4421

WEBSITE: WWW.NCDOT.ORG/TRANSIT/BICYCLE/
EMAIL: ERJOHNSON2@NCDOT.GOV

LOCATION:
1 SOUTH WILMINGTON
TRANSPORTATION BUILDING, 4TH FLOOR
RALEIGH, NC 27601

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
AGREEMENT**

BUNCOMBE COUNTY

DATE: 5/2/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: SR-5001 BI

AND

WBS Elements: 40924.3.60

BUNCOMBE COUNTY

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 Buncombe County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements under Project SR-5001 BI, in Buncombe County; and,

WHEREAS, the Department and the County have agreed that the 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 applicable legislation: General Statutes of North Carolina, 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 construction of sidewalk and curb and gutter along SR 2435 (Old US 70) from SR 2461 (East wood Avenue) to Charles D. Owen Middle School in Buncombe County.

PLANNING, DESIGN AND RIGHT OF WAY

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.
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 understood that there are no water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION AND MAINTENANCE

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.
6. It is further agreed that upon completion of the Project, 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.
7. The County, at its own expense, shall assume all maintenance responsibilities of the sidewalk upon completion of the Project.

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 County 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. 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 County by authority duly given.

L.S. ATTEST: BUNCOMBE COUNTY

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."

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:

Buncombe County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)