



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

January 12, 2015

Ms. Wanda Greene  
County Manager  
Buncombe County  
200 College Street, Suite 300  
Asheville, NC 28801

Subject: Hominy Valley Elementary School  
Construction of Pedestrian Signal, Crosswalk,  
Curb Ramps and Sidewalk at the intersection  
of Enka Lake Road and the Entrance to  
Hominy Valley Elementary School  
WBS Element: 36249.3413  
Buncombe County

*Wanda*  
Dear Ms. Greene,

Enclosed please find two original copies of the subject agreement. Please secure the necessary signatures on the last page of both copies of this agreement and return to me for further handling.

Also, please note that a check in the amount of \$7,888.00 is due upon your execution and return of this agreement. Thank you for your assistance in this matter.

Sincerely,

*J.J. Swain, Jr.*  
J.J. Swain, Jr., P.E.  
Division Engineer

JJS/mc

Enclosure

cc: Mr. M.T. Gibbs, P.E., Division Maintenance Engineer  
Mrs. A.G. Henderson, P.E., Division Traffic Engineer  
Mr. J.L. Willis, District Engineer  
Mr. M.K. Calloway, Division Project Manager  
Ms. Wanda Carver, Division Business Officer

NORTH CAROLINA  
BUNCOMBE COUNTY

**TRAFFIC – DOT CONSTRUCTION AGREEMENT**

DATE: 1/6/2015

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 36249.3413

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 and the County propose to make certain traffic control improvements under said project in Buncombe County; and,

WHEREAS, the County 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 installation of a pedestrian signal, crosswalk, curb ramps and sidewalk at the intersection of Enka Lake Road and the entrance to Hominy Valley Elementary School.

**DESIGN AND EQUIPMENT PROCUREMENT**

2. The Department shall modify the existing plans and traffic signal design specifications and furnish the traffic signal equipment.

**FUNDING**

3. The County shall reimburse the Department one hundred percent (100%) of the actual cost of the installation of the curb ramps and sidewalk performed by the Department, including administrative costs. Based on the estimated cost of \$7,888 for the curb ramps and sidewalk, the County shall submit a check to the Department's Division Engineer upon execution of this Agreement by the

County. Upon completion of the project, if actual costs exceed the amount of payment, the County 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 \$7,888, the Department shall reimburse the County 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.

## **UTILITIES AND RIGHT OF WAY**

4. The County shall accomplish the relocation and/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 all parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the County 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 County 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 Department shall install or have installed the traffic signal equipment, curb ramps and sidewalk. All work shall be performed in accordance with the N. C. Traffic Signal Specifications, all local codes, ordinances, and procedures.

## **MAINTENANCE**

7. Upon completion of the project, the traffic control equipment shall be owned and controlled by the Department and the maintenance of the completed signal installation shall be accomplished in the same manner as maintenance of other State system signalized intersections. Upon completion of the project the County shall be responsible for the maintenance of the sidewalk.

## **ADDITIONAL PROVISIONS**

8. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the County negligence and/or responsibilities under the terms of this agreement and/or project.

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).

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.

ATTEST:

BUNCOMBE COUNTY

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:

Buncombe County

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

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

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

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