





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

April 23, 2014

Bryan Gruesbeck, Town Manager  
City of Pittsboro  
P.O. Box 759  
Pittsboro, NC 27312

Dear Mr. Gruesbeck:

SUBJECT: Municipal Agreement, Project 17BP.8.R.66  
City of Pittsboro, Chatham County

Enclosed are duplicate originals of a Municipal Agreement for the improvements along Bridge #61 over Robertsons Creek on NC 87/902 in Pittsboro.

After you have reviewed this Agreement, please present to the proper authority for approval and execution. Please return the partially executed agreement as soon as possible. Once signed, both originals should be returned to me for Departmental execution at the mailing address below. One fully executed agreement will be sent back to you for your records.

If revisions are necessary, please email my colleague Sheila Elliott at [selliott@ncdot.gov](mailto:selliott@ncdot.gov) or call her at (919) 707-6624. She will make the appropriate changes and promptly forward the revised agreement back to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Garcia", written over a horizontal line.

Sarah Garcia  
Contract Officer

Enclosures

cc: Alison Whitesell, PE, Division Project Manager

**MAILING ADDRESS:**  
NC DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION PROGRAM MANAGEMENT  
1595 MAIL SERVICE CENTER  
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234  
FAX: 919-212-5711  
**WEBSITE:**  
WWW.NCDOT.GOV

**LOCATION:**  
CENTURY CENTER COMPLEX  
ENTRANCE B-1  
1020 BIRCH RIDGE DRIVE  
RALEIGH NC

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

CHATHAM COUNTY

DATE: 4/22/2014

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 17BP.8.R.66

TOWN OF PITTSBORO

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 Pittsboro, 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 17BP.8.R.66, in Chatham 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, 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 replacement of Bridge #61 over Robertsons Creek on NC 87/902 within the town limits of Pittsboro in Chatham 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. Per General Statute 136-27.1, the Department shall be responsible for relocating and adjusting all municipally-owned (water and sewer) non-betterment utilities in conflict with the project. The Municipality, without any cost or liability whatsoever to the Department, shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

## **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. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## **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. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
10. 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.
11. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
12. 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 PITTSBORO

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 Pittsboro 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 Pittsboro

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

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

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

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