



Transportation

PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

November 23, 2015

Mr. Chuck Wooten
401 Grindstaff Cove Road
Sylva, NC 28779

NOV 25 2015

Dear Mr. Wooten:

The Department has finalized the agreement between Jackson County, Western Carolina University and the Department for the design, construction, installation and maintenance of 1,410 linear feet of sidewalk on SR 1002 Old Cullowhee Road in Jackson County. Enclosed are three copies of this agreement for your execution. Please complete page 4 in its entirety and return all copies to me. I will forward to Western Carolina for execution. Thank you.

Sincerely,

Wanda H Austin

Wanda H. Austin PE CPM
Division Project Manager

 Nothing ComparesSM

NORTH CAROLINA
JACKSON COUNTY

TRANSPORTATION IMPROVEMENT PROJECT

DATE: 11/23/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: B-4159

AND

WBS Element: 33507.2.FD1

WESTERN CAROLINA UNIVERSITY

AND

JACKSON 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," Western Carolina University, a State agency, hereinafter referred to as the "Agency," and the County of Jackson, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements under Project 33507.2.FD1, in Jackson County; 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 (NCGS), 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 replacing Bridge No. 108 on SR 1002 over the Tuckasegee River in Jackson County, including 1,410 linear feet of sidewalk along SR 1002 and SR 1336 (Monteith Gap Road).

PLANNING AND DESIGN

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.

RIGHT OF WAY

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 municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

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.

MAINTENANCE

6. Upon completion of the Project:
 - A. 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.
 - B. The road improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

7. The County and the Agency, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk and release the Department from all liability relating to such maintenance. The County will maintain the section of sidewalk north of Bridge No. 108 on SR 1002 to 2968 Old Cullowhee Road, and the Agency will maintain the section of sidewalk south of Bridge No.108 on SR 1002 to the intersection with and around the radius of SR 1336.

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 Agency 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. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
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 triplicate, the day and year heretofore set out, on the part of the Department, the Agency and the County by authority duly given.

L.S. ATTEST: WESTERN CAROLINA UNIVERSITY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

L.S. ATTEST: COUNTY OF JACKSON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ 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

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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