



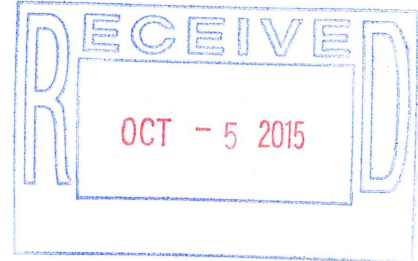
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

NICHOLAS J. TENNYSON
SECRETARY

October 1, 2015

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



Dear Mr. Wooten:

The Department has finalized the agreement with Jackson County for the construction of a sidewalk on US 441 from US 441 Business to Catamount Travel Center. Enclosed are two copies of this agreement for your execution. Please complete page 4 in its entirety and return both copies to me. Thank you.

Sincerely,

Wanda H Austin

Wanda H. Austin PE CPM
Division Project Manager

NORTH CAROLINA
JACKSON COUNTY

SIDEWALK CONSTRUCTION AGREEMENT

DATE: 9/15/2015

NORTH CAROLINA TRANSPORTATION OF
TRANSPORTATION

AND

WBS Elements: 44558

JACKSON COUNTY

CFDA: 20.205

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

WITNESSETH:

WHEREAS, the Department has plans to make certain improvements under WBS 44558 in Jackson County; and,

WHEREAS, the Department and the County have approved the construction of said Project with 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 1600 linear feet of sidewalk along US 441 from US 441 Business to a point 0.3 miles south.

PHASES OF THE WORK

2. The Department shall be responsible for all phases of the project, including planning, design, right of way, utilities, construction and contract administration. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

FUNDING

3. The Department shall be responsible for the cost of the project. The estimated cost is \$100,000.

MAINTENANCE

4. The County, at its own expense, shall be responsible for all liability and maintenance responsibilities for the sidewalk upon completion and acceptance of the project.

ADDITIONAL PROVISIONS

5. If changes or revisions are needed, a Supplemental Agreement will be prepared.
6. 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.
7. 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.
8. All terms of this agreement are subject to available departmental funding and fiscal constraints.
9. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement, except as expressly set forth herein.
10. The parties 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.
11. 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.

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).

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:

JACKSON 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.

Approved by the local governing body of Jackson County on _____ (Date)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Jackson County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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