

NORTH CAROLINA
MECKLENBURG COUNTY

REVIEW AND OVERSIGHT AGREEMENT

DATE: 9/13/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP NO: U-5908

AND

WBS Elements: 46453.1.1

TOWN OF HUNTERSVILLE

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 Town of Huntersville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Surface Transportation Program (STP) funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for improvements on NC 115 (Main Street) in Huntersville, Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient of funds allocated to the Department by the Federal Highway Administration (FHWA); and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for Project U-5908; and,

WHEREAS, this agreement will only address the review and oversight costs that will be incurred by the Department in providing oversight to the Municipality; and,

WHEREAS, a separate agreement that addressed the project responsibilities and implementation will be needed in the future;

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 PROJECT

1. The Project consists of the widening and realigning Main Street from NC 115 (Old Statesville Road)/SR 2004 (Mount Holly-Huntersville Road) to south of Ramah Church Road.
2. This Agreement only addresses the Department's and the Municipality's responsibilities related to the planning and design of the Project. If the project progresses to the right of way, and/or construction phases, a separate agreement(s) will be generated to address the responsibilities and funding at that time.

PLANNING AND DESIGN

3. The Municipality shall prepare the planning documents and final design. All work shall be performed in accordance with Departmental standards and specifications. All work shall be submitted to the Department for review and approval.

COSTS AND FUNDING

4. The Department has authorized \$800,000 as follows:
 - Federal STP funds = \$640,000
 - State (non-federal) matching funds = \$160,000.

At the conclusion of the preliminary engineering phase, the Department will bill the Municipality their share of the actual costs of review and oversight. The Municipality shall be responsible for the non-federal match to the Federal funds authorized. The Department will reduce the state matching funds accordingly. Any funds authorized, but not expended on the PE phase, will be available for use on other phases of the project, if it progresses.

ADDITIONAL PROVISIONS

5. 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).

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 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.
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 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.
11. Pursuant to GS 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or

contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality 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.

ATTEST:

TOWN OF HUNTERSVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the Town of

Huntersville as attested to by the signature of Clerk of said governing body on

_____ (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:

Town of Huntersville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____