

NORTH CAROLINA  
FORSYTH COUNTY

**DESIGN BUILD PROJECT –MUNICIPAL AGREEMENT**

DATE: 6/18/2019

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-2579D, E & F

AND

WBS Element: 34839.3.7

CITY OF WINSTON-SALEM

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 City of Winston-Salem, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has contracted for certain highway constructions and interchange improvements within the Municipality under combined Design-Build Project U-2579D, E & F, in Forsyth 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 applicable 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 Department has agreed to install certain interchange lighting and the Municipality will be responsible for the utility bills and maintenance;

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 the Winston-Salem Northern Beltway from west of NC-66/SR-4000 (University Parkway) to US-311 (New Walkerton Road). At the request of the Municipality, the Department will include interchange lighting at University Parkway on the east side of the partial cloverleaf (Quadrants "A" and "D").

## **MUNICIPAL COSTS AND MAINTENANCE**

2. The Municipality shall be responsible for the initial establishment of the electrical service with the power company including any required deposits.
3. The Municipality shall also be responsible for providing continuing electrical service and for paying bills for the lighting, at no expense to the Department. The City is, in perpetuity, responsible for the utility bill and maintenance. The estimated monthly bill is \$750.00
4. The Municipality, at no expense to the Department, shall assume normal maintenance operations to said lighting and release the Department from all liability upon completion of the project. The Municipality shall be responsible for all maintenance costs associated with providing/replacing all electrical, mechanical, structural and lighting components that form a complete lighting system.

## **ADDITIONAL PROVISIONS**

5. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
6. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, 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 a governmental 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 and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
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. 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, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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:

CITY OF WINSTON-SALEM

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 the local governing body of the City of Winston-Salem as attested to by the signature of \_\_\_\_\_, Clerk of said governing body on \_\_\_\_\_

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:  
City of Winston-Salem

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

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

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

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





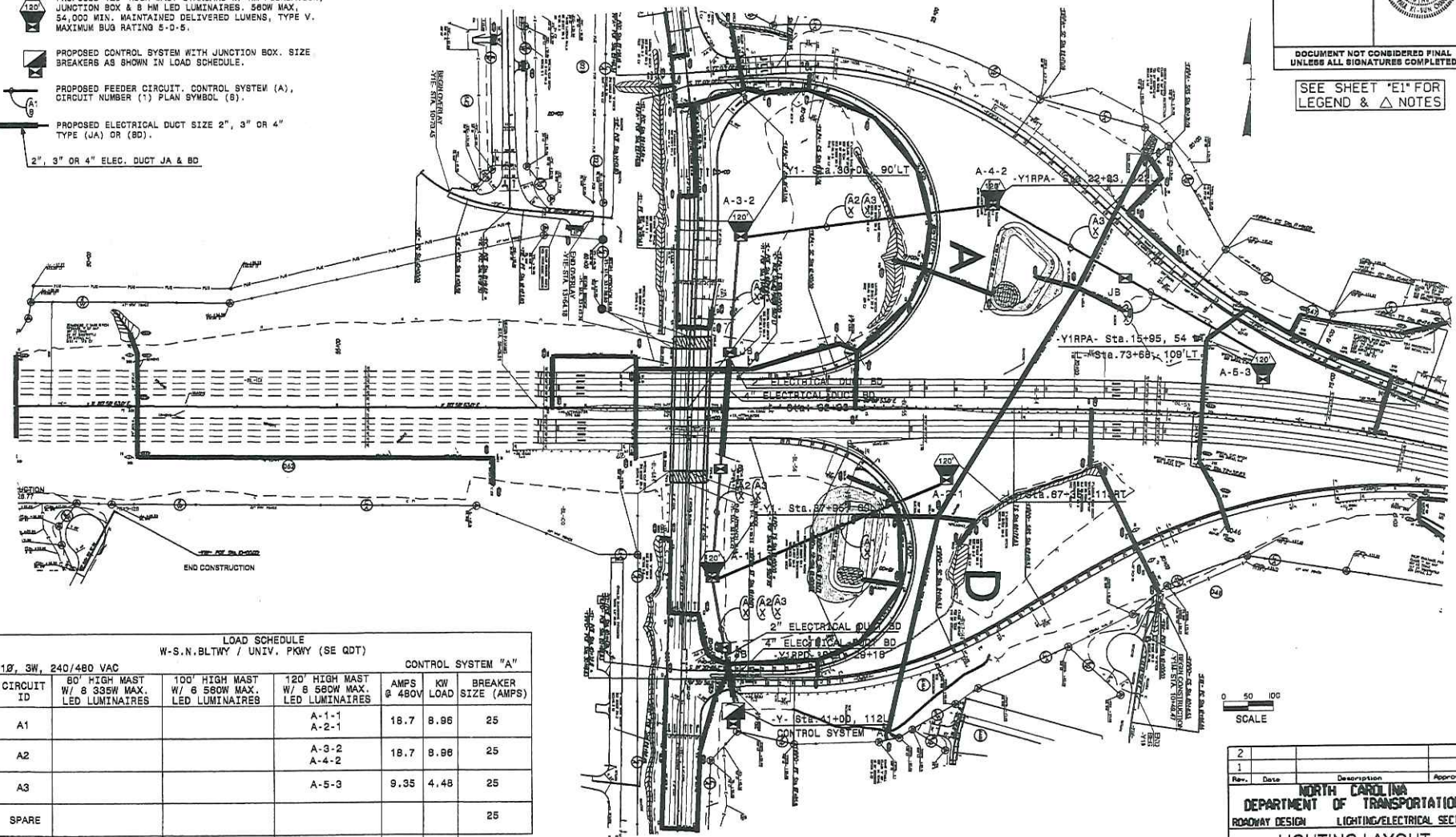
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

SEE SHEET "E1" FOR LEGEND & △ NOTES

USE FOR LIGHTING CONSTRUCTION ONLY

LEGEND

- PROPOSED 120' HIGH MAST STANDARD W/ HM FOUNDATION, JUNCTION BOX & 8 HM LED LUMINAIRES, 540W MAX, 54,000 MIN. MAINTAINED DELIVERED LUMENS, TYPE V, MAXIMUM BUG RATING 5-0-5.
- PROPOSED CONTROL SYSTEM WITH JUNCTION BOX, SIZE BREAKERS AS SHOWN IN LOAD SCHEDULE.
- PROPOSED FEEDER CIRCUIT, CONTROL SYSTEM (A), CIRCUIT NUMBER (1) PLAN SYMBOL (B).
- PROPOSED ELECTRICAL DUCT SIZE 2", 3" OR 4" TYPE (JA) OR (BD).



LOAD SCHEDULE W-S.N.BLTWY / UNIV. PKWY (SE QDT) CONTROL SYSTEM "A"						
12', 3W, 240/480 VAC						
CIRCUIT ID	80' HIGH MAST W/ 8 335W MAX. LED LUMINAIRES	100' HIGH MAST W/ 8 580W MAX. LED LUMINAIRES	120' HIGH MAST W/ 8 580W MAX. LED LUMINAIRES	AMPS @ 480V	KW LOAD	BREAKER SIZE (AMPS)
A1			A-1-1 A-2-1	18.7	8.98	25
A2			A-3-2 A-4-2	18.7	8.98	25
A3			A-5-3	9.35	4.48	25
SPARE						25
TOTAL			5		22.4	



2			
1			
Rev.	Date	Description	Approved
<b>NORTH CAROLINA</b> <b>DEPARTMENT OF TRANSPORTATION</b> ROADWAY DESIGN LIGHTING/ELECTRICAL SECTION <b>LIGHTING LAYOUT</b> WINSTON-SALEM NORTHERN BELTWAY / UNIVERSITY PARKWAY INTERCHANGE FORSYTH COUNTY			
Drawn By	SKS	Approved By	Dwg No.

H:\UN\2019\_08-41...  
 8/14/2019 10:55:10 AM  
 H:\UN\Lighting Design\Light Plan Sh\U2579DEF\_RDY\_LGT\_E2.dgn