

ATTACHMENT 2

NORTH CAROLINA
ORANGE COUNTY

TRAFFIC SIGNAL UPGRADES

TOWN OF CHAPEL HILL

AND

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

This Agreement is made and entered into on this _____ day of _____, 2009 by and between the Town of Chapel Hill, an incorporated municipality of the State of North Carolina, hereinafter referred to as the "Town", and The University of North Carolina at Chapel Hill, hereinafter referred to as the "University".

WITNESSETH:

WHEREAS, the University has agreed to provide and bear the cost of certain traffic signal upgrades and/or installation of new traffic signal as part of the University's Development Plan Modification No. 3, stipulations 9,10, and 12, hereinafter referred to as the "Stipulations" at the intersections of

- Fordham Boulevard (US 15-501) and Manning Drive (SR 1902)
- Fordham Boulevard (US 15-501) and Old Mason Farm Road
- East Drive /West Drive and Mason Farm Road

and,

WHEREAS, the Town agrees to assist the University in the bidding and construction of the above projects

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:

A. SCOPE OF THE PROJECT:

1. The project consists of the provision and installation of pedestrian traffic signals, crosswalks, certain ADA curb, sidewalk improvements, and others as described and indicated on the design plans drawn by Traffic Consultants Martin Alexiou Bryson, Inc of Raleigh, North Carolina dated 22 July 2009. All of the documents are provided at no cost to the Town by the University.

B. DESIGN AND EQUIPMENT PROCUREMENT

The University shall prepare or cause to be prepared plans and specifications at no cost to the Town and said plans and specifications shall include electrical and programming

details, utility make-ready plans, wiring diagrams, traffic signal coordination timing plans, and other special provisions related to the Stipulations. The University shall submit such plans and specifications to the North Carolina Department of Transportation for review and approval prior to any work being performed by the Town and/or their contractor. The Town makes no representation or warranty as to the accuracy or suitability of the plans and specifications and the University shall satisfy itself that the plans and specifications are in accordance with the manual on Uniform Control Devices and North Carolina Department of Transportation requirements (NCDOT).

C. CONSTRUCTION ADMINISTRATION

1. The Town agreed to bid and award the contract(s) for the installation of such traffic signals upgrades. All work shall be performed in accordance with the North Carolina Department of Transportation standards and specifications. In addition, the Town agreed to administer said contract(s) to include the installation of all equipment and perform such other work as required on the project in accordance with the NCDOT approved plans and specifications and any addenda, local codes, ordinances, and the procedures set out below:

(a) The University shall be consulted during the contract(s) bidding, and prior to the award of the contract(s), the Town shall obtain the prior written approval of the University as to the selection of the contractor(s) and the amount of the contract(s). After contract(s) award, the Town shall not enter into any change order(s) that increases the cost to the University without the prior written approval of the University.

(b) The North Carolina Department of Transportation's Division Engineer shall inspect, sample or test, and approve or reject, any materials or construction methods used during the construction of the project.

D. FUNDING

1. The University shall reimburse the Town one hundred percent (100%) of the actual cost of all work performed. The actual cost will include the following items but not limited to:

- Construction cost by the contractor
- Town staff time for bid documents preparation, advertisement, contract administration, and inspection.

2. The University shall provide funds to the Town that are equaling to an estimated cost prior to advertising of the bids for the said projects.

3. The University shall pay the additional funds within three months of the project completion if the actual cost of the project exceeds the estimated cost. If the actual cost of the project is less than the estimated cost, the Town shall return the remaining funds to the University within three months of the project completion.

E. MAINTENANCE

Upon completion and acceptance of the project, the Town or NCDOT shall own and control the traffic signal and shall perform all maintenance in the same manner as maintenance of other Town system signal intersections within the municipal limits.

This Agreement is between the Town of Chapel Hill and The University of North Carolina at for traffic signal upgrades.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**

SIGNATURE

PRINTED NAME & TITLE

ATTEST

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20_____.

Approved as to Form and Authorization

TOWN ATTORNEY

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

FINANCE OFFICER

(INSERT DEPARTMENT) DIRECTOR