

NORTH CAROLINA
DARE COUNTY

DOT CONSTRUCTION AGREEMENT

DATE: 9/19/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 1SP.10281.28

TOWN OF NAGS HEAD

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 Nags Head, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain drainage improvements under said project in Dare County; and,

WHEREAS, the Municipality has agreed to participate in the cost of 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 replacement of approximately 160 LF of the South Nags Head Ocean Outfall at milepost 21.2 on SR 1243 (Old Oregon Inlet Rd.) in Nags Head, Dare County.

FUNDING

2. The Municipality shall reimburse the Department fifty percent (50%), up to \$375,000, of the actual cost of all work performed on the Project by the Department, including administrative costs. Based on the estimated cost of \$750,000, the Municipality shall submit a check in the amount of \$375,000 to the Department's Division Engineer upon **full execution** of this Agreement by the Municipality. Upon completion of the project, the Department will be responsible for costs exceeding \$750,000. If the actual cost of the work is less than \$750,000, the Department shall reimburse the Municipality any overpayment.

UTILITIES AND RIGHT OF WAY

3. It is understood by all parties hereto that all work shall be contained within existing right of way or easements.

CONSTRUCTION

4. The Department shall have replacement of approximately 160 LF of the ocean outfall performed by contract.

MAINTENANCE

5. Upon completion of the project, the ocean outfall shall be owned and maintained by the Department.

ADDITIONAL PROVISIONS

6. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality's negligence performance of its duties and/or responsibilities under the terms of this agreement and/or project.
7. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, 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 Municipality by authority duly given.

ATTEST:

TOWN OF NAGS HEAD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

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.

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

(FINANCE OFFICER)

Federal Tax Identification Number

(SEAL)

Remittance Address:

Town of Nags Head

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____