

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
WAKE COUNTY

**DATE:** 3/8/2024

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: U-5307A  
WBS ELEMENTS: 47027.1.2

AND

CAPITAL AREA METROPOLITAN PLANNING  
ORGANIZATION (CAMPO)

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF PROJECT (“Project”):** The Project consists of the planning and production of a Traffic and Revenue Study for TIP Project U-5307 in accordance with the Department’s policies and procedures. The Department’s funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

**COSTS TO THE OTHER PARTY: \$150,000**  
**ESTIMATED COST OF THE PROJECT: \$600,000**

**PAYMENT TERMS:** Capital Area Metropolitan Planning Organization (CAMPO) will submit payment upon completion of the study.

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** Agreement remains in effect for two years, and thereafter, unless terminated

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 Capital Area Metropolitan Planning Organization (CAMPO), hereinafter referred to as the **MPO**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

## I. WHEREAS STATEMENTS

**WHEREAS**, the **MPO** has requested that the **Department** administer the Project in coordination with the **MPO**; and,

**WHEREAS**, the **MPO** has agreed to participate in the cost of the project as hereinafter set out; 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 136-66.2 and Section 136-71.6, to participate in the planning, construction, and/or implementation of the Project approved by the Board of Transportation; and,

**NOW THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

## II. DEVELOPMENT OF PLAN

- i. The **Department**, and or its agent, shall prepare a traffic and revenue study for TIP # U-5307 on US 1 (Capital Blvd) in Wake County with participation from the **MPO**.
- ii. The **MPO** shall participate in providing data and logistical support as requested by the **Department**.
- iii. The **Department** will provide a preliminary draft of the study to the **MPO** for review and comment.

## III. COMPLETION AND ADOPTION OF PLAN

## IV. FUNDING

- i. The total estimated cost of the Project is \$600,000. The **Department** shall provide seventy-five percent (75%), or \$450,000. The **MPO** shall provide twenty-five percent (25%) of costs, or \$150,000. If costs exceed the estimated cost of \$600,000, then these additional costs will be borne by the **Department**.
- ii. Upon completion of the study, the **MPO** shall submit payment for \$150,000 to the **Department** or 25% of the final cost of the study if that amount is less than the estimated amount of \$150,000.

## V. STANDARD PROVISIONS

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **MPO** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

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.

**D. OTHER AGREEMENTS**

The **MPO** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **MPO** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

**E. TITLE VI**

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

**F. FACSIMILE**

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.

**G. AUTHORIZATION TO EXECUTE**

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

**H. DEBARMENT POLICY**

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the

**MPO** 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 any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**I. INDEMNIFICATION**

To the extent authorized by state and federal claims statutes, the **MPO** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **MPO's** negligence and/or responsibilities under the terms of this agreement.

**J. AVAILABILITY OF FUNDS**

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.

**K. DOCUSIGN**

The **Department** and the **MPO** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **MPO**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **MPO** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **MPO's** signature as if actually signed by the **MPO** in writing. The **Department** and the **MPO** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **MPO** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

**L. GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 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

**ACCOUNTS RECEIVABLE  
NCDOT ADMINISTERED – TRAFFIC AND REVENUE STUDY  
1000021331**

gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, 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).

DRAFT

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **MPO** by authority duly given.

**(DOCUSIGN ONLY)**

Authorized Signer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION (CAMPO)

FED TAX ID NO: \_\_\_\_\_

Finance Officer: \_\_\_\_\_

REMITTANCE ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **MPO** by authority duly given.

**(INK SIGNATURES ONLY)**

ATTEST: \_\_\_\_\_ Authorized Signer: \_\_\_\_\_

BY: \_\_\_\_\_ Print Name: \_\_\_\_\_

TITLE: \_\_\_\_\_ Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION (CAMPO)

FED TAX ID NO: \_\_\_\_\_ Finance Officer: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_ Print Name: \_\_\_\_\_

\_\_\_\_\_ Date Signed: \_\_\_\_\_

\_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION (DocuSign)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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