

**TRANSPORTATION IMPROVEMENT PROJECT –  
MAINTENANCE ONLY  
MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
CUMBERLAND COUNTY

**DATE: 02/05/2026**

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: SM-6106C

AND

CITY OF FAYETTEVILLE

THIS AGREEMENT (“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 (the “Department”), and the City of Fayetteville, a North Carolina municipal corporation (the “Municipality”) (collectively, the “Parties”).

**TRANSPORTATION IMPROVEMENT PROJECT –  
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AGREEMENT ID # 13512**

**I. WITNESSETH:**

**WHEREAS**, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project SM-6106C, in Cumberland County, North Carolina; and,

**WHEREAS**, the Department and the Municipality have agreed that the Agreement, as of the date of the awarding of the contract for the construction of the above-mentioned project, is to be used in determining the duties, responsibilities, rights, and legal obligations of the Parties hereto for the purposes of this Agreement; and,

**WHEREAS**, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, North Carolina General Statutes Section 136-66.1, Section 136-66.3, 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 Parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for 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:

**II. SCOPE OF THE PROJECT**

The Project consists of the installation of a new traffic signal with pedestrian crossings at the intersection of SR 1404 (Morganton Road) and Northview Drive and construction of a cul de sac on Dundee Drive near Morganton Road.

**III. PLANNING, RIGHT OF WAY, AND UTILITIES**

- A. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- B. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
- C. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If it becomes necessary to adjust and relocate the

**TRANSPORTATION IMPROVEMENT PROJECT –  
MAINTENANCE ONLY  
MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

municipally-owned utilities, the Department will enter into a separate agreement with the Utility owner.

**IV. CONSTRUCTION**

The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

**V. MAINTENANCE**

**Upon completion of the Project:**

- A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highways”, and departmental criteria.
- B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department, with the exception of the cul-de-sac located along Dundee Street, which will be maintained by the Municipality.
- C. The Municipality, at its own expense, shall be responsible for all liability and maintenance responsibilities for the municipal roadways and drainage systems and will grant the Department access to the property for maintenance of the traffic signal.

**VI. ADDITIONAL 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 Municipality 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. ENTIRE AGREEMENT**

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.

**E. EFFECTIVE DATE**

This Agreement shall be effective upon the full execution of this Agreement and shall continue in perpetuity.

**F. OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality 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.

**G. 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.

**H. 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.

**I. 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 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 any Federal or State Agency or Department and that it will

**TRANSPORTATION IMPROVEMENT PROJECT –  
MAINTENANCE ONLY  
MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**J. INDEMNIFICATION**

To the extent permitted by law, the Municipality will indemnify and hold 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 claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the Department, its respective officers, directors, principals, employees, agents, successors, and assigns.

**K. 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.

**L. COUNTERPARTS AND ELECTRONIC SIGNATURES**

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the Parties. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the Party so signing as a paper copy bearing a handwritten signature. 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 electronic signature technology, the Parties consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The Parties 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

**TRANSPORTATION IMPROVEMENT PROJECT –  
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MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

**M. 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 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).

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**TRANSPORTATION IMPROVEMENT PROJECT –  
MAINTENANCE ONLY  
MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

**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 Municipality by authority duly given.

**(DOCUSIGN ONLY)**

**CITY OF FAYETTEVILLE**

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:

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

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

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

**TRANSPORTATION IMPROVEMENT PROJECT –  
MAINTENANCE ONLY  
MUNICIPAL AGREEMENT  
AGREEMENT ID # 13512**

**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 **Municipality** by authority duly given.

**(INK SIGNATURES)**

**CITY OF FAYETTEVILLE**

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:

Fed Tax ID No: \_\_\_\_\_ Finance Signer: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Date Signed: \_\_\_\_\_

**(DOCUSIGN)**

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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