

**NORTH CAROLINA     )  
                                  )  
GUILFORD COUNTY    )     **AGREEMENT FOR INSTALLATION OF  
TRAFFIC SIGNALS ALONG THE  
DOWNTOWN GREENWAY****

THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Greensboro, a North Carolina municipal corporation (hereinafter "City") and Greensboro Downtown Greenway, L.L.C., a North Carolina limited liability company (hereinafter "GDG").

WHEREAS, City agrees to modify traffic signals at the following intersections along the Downtown Greenway;

- 1) Smith Street at Spring Street
- 2) Edgeworth Street at Smith Street
- 3) Eugene Street at Smith Street
- 4) Battleground Avenue at Eugene Street
- 5) Eugene Street at Fisher Street
- 6) Fisher Street at Greene Street

WHEREAS, GDG desires the aesthetics value of a mastarm installation with underground wiring;

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between each of the parties hereto, it is hereby agreed that:

1. It is understood, GDG agrees to provide upfront payment for the installation of the mast arms and underground wiring in the amount of \$186,816.12 to cover the work to be performed.
2. The City will purchase all necessary items to properly erect and install the mast arms with signal lights at agreed locations along the Downtown Greensboro Greenway. All equipment and materials used in the installation shall become and remain property of the City.
3. The City will determine all operational aspects of the traffic signal. Implementation shall be at the discretion of and performed by the City.
4. E-VERIFY- The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

5. The CITY may terminate this Agreement in whole or in part in writing (delivered by Certified Mail, Return Receipt Requested) at any time. If the Agreement is terminated by the CITY before performance is completed, Greensboro Downtown Greenway shall be reimbursed for work not completed. Should termination occur after commencement of site construction, GDG shall pay for work completed at that point and the CITY will **completely restore the intersection(s) to the condition prior to any construction activity and** to leave the site and facilities in safe, sound and operative conditions.
6. PROJECT COMPLETION DATE July 1, 2016

The completion dates for the services may be extended only by a written "Letter of Time Extension" granted by the CITY.

IN WITNESS WHEREOF, CITY and GDG have executed this Agreement as of the day  
and year first above written.

WITNESS:

**CITY OF GREENSBORO**  
GUILFORD COUNTY, NORTH CAROLINA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Director of Transportation

APPROVAL AS TO FORM  
BEEN  
MANNER

THIS INSTRUMENT HAS  
PREAUDITED IN THE

REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET &  
FISCAL CONTROL ACT

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Accounting Manager

**GREENSBORO DOWNTOWN GREENWAY, LLC:**

Clayton H. Brown  
PRINCIPLE / PRESIDENT TITLE  
CD-CHAIR DOWNTOWN GREENWAY  
COMMITTEE

Attest To:

Holly M. Harmon  
NOTARY PUBLIC OR  
CORPORATE  
OFFICER



Consultant Corporate Seal: