

City of Charlotte/ [Developer/Company Name]
Signal Improvement Agreement

**AGREEMENT BETWEEN THE
CITY OF CHARLOTTE, NORTH CAROLINA
AND
[DEVELOPER NAME]**

This Signal Improvement Agreement is entered into on this ___ day of _____, 20___, by and between [Developer/Company Name] (hereinafter the Developer) and the City of Charlotte, North Carolina (hereinafter the City).

The Developer must enter into this Signal Improvement Agreement with the City prior to the approval of the roadway/intersection construction plans and permits for the land development project. See appendix A (attached) for background and general requirements.

This Agreement constitutes a commitment by the Developer to make payment to the City for the City's design, purchase, installation, signal equipment/pole relocation, and other related costs of the Signal Improvements described in Section 1. The Signal Improvements are in conjunction with other required land development improvements that are the responsibility of the Developer. The Signal Improvements are in conformance with conditional notes/rezoning petition 20__-__ [Name of Project/type of development, eg, Portrait Homes' Covington on Providence residential development] approved by the City Council on [Date] and/or the approved building and driveway permits for the [Name of Project] project (Accela project #).

Parties mutually agree as follows:

1. SIGNAL IMPROVEMENTS

The required Signal Improvements are described at each intersection listed below.

- a. Location: _____
Description: _____
- b. Location: _____
Description: _____
- c. Location: _____
Description: _____

2. RESPONSIBILITIES

a. City

The City, by and through the Charlotte Department of Transportation (CDOT), will design and install or contract to install any temporary and final Signal Improvements. The City will not initiate the design of any temporary and/or final Signal Improvements, order equipment or perform any construction work until payment is received/funds verified.

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b. Developer

The Developer will ensure that the site is ready for the City to perform its Signal Improvements under this Agreement. The Developer shall deliver site-ready conditions, or shall contract the services necessary to deliver site-ready conditions, for the City to make its Signal Improvements in accordance with timeframes provided in Appendix A to allow CDOT to coordinate, schedule, and complete all signal-related work.

The Developer expects the land development project to be completed (issuance of Certificate of Occupancy) no earlier than **Month, Day, 20__** (the "Completion Date").

3. PAYMENT

The Developer is responsible for all costs associated with the design, installation and/or relocation of the Signal Improvements. The cost of the Improvements is \$_____. It is acknowledged that this amount is based on an estimate prepared by the CDOT based on a standard installation/relocation (not site specific). The Developer must submit a check in the above amount payable to the "City of Charlotte" to CDOT no later than **Month, Day, 20__** in order to begin the detailed design process, order/receive materials, coordinate/schedule the construction work, inspect and ensure completion of Signal Improvements by the Completion Date (see Appendix A). In order to minimize the potential for the completion of the Signal Improvements and Certificate of Occupancy (CO) schedule conflicts, it is recommended that payment be received by the City at the time of this Agreement. Note: The time period for all CDOT work related to the Signal Improvements begins at the time payment is received/funds verified by the City.

Should the cost of materials increase or CDOT incur unanticipated and/or additional costs associated with final design and construction of the Signal Improvements, the Developer is responsible for these additional costs. These additional costs shall be paid in full within twenty (20) business days of notification to the Developer by the City. Invoices not timely paid will result in the cessation of installation/construction of the Signal Improvements, potential additional delays due to rescheduling/remobilization, and release the City from its agreement to complete the Signal Improvements prior to the Completion Date. The City will not release the CO for the land development project until all funds have been received/verified by the City and required improvements have been completed.

4. OVERPAYMENT

Should any Developer funds not be needed to complete the Signal Improvements, the City will return the funds to the Developer within 180 days of the issuance of the Certificate of Occupancy.

5. PREPARATION and ADMINISTRATION OF AGREEMENT

Debbie Smith, Charlotte Department of Transportation, Engineering and Operations Division, shall be the City's representative for the purpose of administering this Agreement. [Developer's contact person] shall be in charge of the performance of this Agreement and shall be responsible for and shall sign any documents submitted to the City.

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6. INDEMNIFICATION

To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the Developer's site improvements or other acts connected to the signal installation or site preparation under this Agreement.

7. MISCELLANEOUS

The Developer shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses in connection with its obligations under this Agreement. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina, with venue in the County of Mecklenburg, North Carolina.

This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals (Prior Agreements), written oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

No amendment or modification to the Agreement shall be valid unless in writing and signed by both parties to this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

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In Witness Whereof, the City and the Developer executed this Agreement.

Developer

Witness

Developer's Representative (signature)

Witness (seal)

Developer's Representative (print)

Witness (print)

Title:

Address:

Contact Person: _____

(print)

Phone Number: _____ (o)

_____ (c)

Email: _____

CITY OF CHARLOTTE, NORTH CAROLINA

Director of Transportation

City Clerk (Seal)

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Appendix A

Developers are required to fund new traffic signal installations, modifications to existing traffic signal and/or relocation of signal equipment /poles at intersections that are associated with their land development projects. The signal related work is identified and committed to by the Developer in conditional notes during the rezoning process or is required through the City's driveway permit and land development program approval processes.

Traffic signal related work (the "signal work") may include, but is not limited to, vehicle and pedestrian signals, inductive and/or video vehicle detection, signal controllers, fiber optic cable necessary for interconnecting signals in a computer coordinated system, and pavement markings; equipment and pole relocation, and associated design, easement, construction and inspection costs.

The costs for new traffic signals typically include a standard wood pole installation. The Developer may upgrade the standard installation to steel poles/mast arms for an additional cost. If the location of the installation is in the Uptown, an underground utility district/area, or otherwise an area where there are existing steel pole/mast arm installations, then the standard installation is steel pole/mast arm and the Developer is responsible for these costs. Standard wood pole installations take a *minimum* of 6 months and steel pole/mast arm installations a *minimum* of 12 months to complete. The beginning of the signal work time period described above is established at the time payment is received/funds verified by the City. Each of these installation time periods is dependent on at least 4 months of site-ready conditions. The minimum time periods may be extended as determined by CDOT when work is necessary at existing signal installation(s) and/or when there are installations required at multiple intersections.

For a simple wood pole relocation/signal span transfer, CDOT requires a 3-month notice to schedule the work that requires coordination with utilities and an additional 2-week period to complete the signal span work after the pole has been installed.

For a major signal(s) restring, CDOT requires a 3-month notice to schedule the work that requires coordination with utilities and an additional 4-week period to complete the restring work. For each additional signal that needs to be restrung, a week will be added to the 4-week time period.

Currently Duke Energy (DE) installs the City's traffic signal poles. When CDOT contacts DE to develop the installation schedule, they typically require approximately 8 weeks to schedule their work and will not initiate the work schedule until after the developer provides site-ready conditions.

Note:

Should the Developer decide to upgrade to the steel pole/mast arm installation, the Developer must notify CDOT and provide a proposed development schedule prior to the preparation of the signal design plan/cost estimate. If the proposed schedule for steel pole/mast arm installations cannot meet the proposed date for Developer's Certificate of Occupancy (CO), then additional costs for temporary wood pole installations may be necessary.