

City of Charlotte/ **[Developer/Company Name]**  
Signal Installation and/or Signal Equipment Relocation Agreement

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

This Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **[Developer/Company Name]** (herein called the Developer) and the City of Charlotte, North Carolina (herein called the City).

The Developer must enter into this Installation/Relocation 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 design, purchase, installation, signal equipment/pole relocation, and other related costs of these required land development (LD) improvements (herein called the Improvements). These Improvements are in conjunction with other required improvements that are the responsibility of the Developer. The 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 project.

Parties mutually agree as follows:

1. IMPROVEMENTS

The required Improvements are described at each intersection listed below.

a. Location: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

b. Location: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

c. Location: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

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## 2. SCOPE OF SERVICES

### a. Developer

The Developer agrees to perform or contract the services to deliver site-ready conditions to the City in accordance with timeframes provided in Appendix A to allow the Charlotte Department of Transportation (CDOT) to coordinate, schedule and complete all signal related work.

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

### b. City

CDOT will design and install or contract to install any temporary and final Signal Improvements. CDOT 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.

## 3. PAYMENT

The Developer is responsible for all costs associated with the design, installation and/or relocation of the 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 Improvements by the Completion Date (see Appendix A). In order to minimize the potential for the completion of the 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 Improvements, the Developer is responsible for these additional costs. These additional costs shall be paid in full within thirty (30) days of notification to the Developer by the City. CDOT 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 installation, the City will return the funds to the Developer within 6 months of the issuance of the Certificate of Occupancy.

## 5. PREPARATION and ADMINISTRATION OF AGREEMENT

Scott Putnam, 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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In Witness Whereof, the City and the Contractor executed this Agreement for the services described herein.

**Developer**

**Witness**

\_\_\_\_\_  
Developer's Representative (signature)

\_\_\_\_\_  
Witness (seal)

\_\_\_\_\_  
Developer's Representative (print)

\_\_\_\_\_  
Witness (print)

Title:

Address:

Contact Person: \_\_\_\_\_  
(print)

Phone Number: \_\_\_\_\_ (o)

\_\_\_\_\_ (c)

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.