

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement with NCDOT for a Pedestrian Planning Grant

From: Mark McDonald, Transportation Director

Meeting Date: Monday July 20, 2015

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement

PURPOSE:

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for a pedestrian planning grant.

BACKGROUND:

The North Carolina Department of Transportation has established a Bicycle and Pedestrian Planning Grant Fund which provides funding to develop master plans which promote bicycle and pedestrian modes of travel and encourages citizen participation in these modes of travel. The City, with assistance from Alta Planning and Design, submitted a pedestrian grant application to the Division of Bicycle and Pedestrian Transportation in December 2014. Notification of the award was received in June 2015. The City Council approved a resolution of support for this application at the November 3, 2014 City Council meeting. The Transportation Advisory Committee (TAC) of the High Point Metropolitan Planning Organization (MPO) also approved a resolution of support at their November 25, 2014 meeting.

BUDGET IMPACT:

The total estimated project cost is \$70,000. NCDOT will participate in 50% of the total cost, up to a maximum amount of \$35,000. The City will provide a 50% local match of the total estimated project cost. The City of High Point Department of Transportation has included the local match of \$35,000 in the approved FY2015-2016 budget.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends that City Council approve this Agreement with NCDOT and authorize the appropriate City Official to execute the necessary documents.

NORTH CAROLINA

**NCDOT ADMINISTERED - BIKEPED PLANNING
PROJECT - FEDERAL**

GUILFORD COUNTY

DATE: 7/6/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0486E

AND

WBS Element: 55201.1.5

CITY OF HIGH POINT

FEDERAL-AID NUMBER: SPR-1410(034)

CFDA #: 20.205

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 City of High Point, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, Section 52005 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows for the allocation of State Planning and Research (SP&R) funds to be available for certain specified transportation activities; and,

WHEREAS, in accordance with G.S. 133-66.2.1, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Municipality has requested funding for Comprehensive Pedestrian Plan, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, the Municipality 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 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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:

1. SCOPE OF PROJECT

The Project consists of the planning and production of a Comprehensive Pedestrian Plan 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.

2. DEVELOPMENT OF PLAN

The Department, and or its agent, shall prepare the Comprehensive Pedestrian Plan for the City of High Point. The Comprehensive Plan will address (but not be limited to) the following:

- a. Introduction / Executive Summary
- b. Evaluating Current Conditions
- c. Existing Plans, Programs, and Policies
- d. Develop Bicycle or Pedestrian System Plan
- e. Facility Standards and Guidelines
- f. Ancillary Facilities and Programs
- g. Project Development
- h. Maps and Illustrations
- i. Recommendations for Projects, Programs and Policies
- j. Implementing the Plan

REVIEW REQUIREMENTS

The Department will submit two copies of the final draft of the Comprehensive Pedestrian Plan to the Municipality for review and comment. The DBPT and the TPB shall review and approve said final draft and necessary revisions within six months.

3. COMPLETION

- a. The City Council of the Municipality shall consider the adoption of the Comprehensive Pedestrian Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for re-approval.
- b. The Municipality shall receive digital files and five (5) hard copies of the approved Comprehensive Pedestrian Plan, in a format compatible with Department and Municipal requirements. Geodatabases/shapefiles shall adhere to the DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

4. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared for/by the municipality for public meetings.

5. FUNDING

The total estimated project cost is \$70,000. The Department shall participate in 50% of the total cost, up to a maximum amount of Thirty Five Thousand Dollars (\$35,000). The Municipality shall provide a (50%) local match of the total estimated project cost. The Municipality shall submit a check for \$35,000 to the Department upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23. If the actual cost of the work is less than \$70,000 the Department shall reimburse the Municipality any overpayment.

6. ADDITIONAL PROVISIONS

- a. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
- b. 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.
- c. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.
- d. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- e. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- f. 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.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 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, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the City of High Point as attested to by the signature of _____

Clerk, on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPUTY SECRETARY FOR TRANSIT)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)