

CITY OF HIGH POINT

AGENDA ITEM



Title: Daveler Drive Construction Maintenance Agreement

From: Terry Houk – Public Services Director
Robby Stone – Public Services Asst. Director

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Construction Maintenance Agreement
Attachment B – Daveler Drive Map

PURPOSE:

The City of High Point Streets Division annually resurfaces streets with in-house crews as funds are available. Resurfacing was performed on Daveler Drive. A segment of the street resides within the city limits while the remaining segment outside of the city limits is maintained by the NC Department of Transportation (NCDOT). A Construction Maintenance Agreement was drafted by the NCDOT granting the city permission to resurface and receive payment for resurfacing the NCDOT segment of Daveler Drive.

BACKGROUND:

Daveler Drive is a short dead end street. A small segment of the street (~ 105') resides outside of the city limits and is maintained by the NCDOT. City staff notified the NCDOT of their intent to resurface the city segment of Daveler. City and NCDOT staff agreed that city staff should resurface all of Daveler Drive and the NCDOT would pay the City for resurfacing the NCDOT segment. The Construction Maintenance Agreement will allow the city to invoice the NCDOT for the actual cost for resurfacing the NCDOT segment.

BUDGET IMPACT:

The receipt of payment for the work performed will reimburse the Streets Division resurfacing budget. The total requested amount will be \$4,212.83.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of this Construction Maintenance Contract and requests that Council authorize the appropriate City Official to execute all necessary documents.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

NICHOLAS J. TENNYSON
SECRETARY

September 21, 2015

Terry L. Houk
Public Services Director
City of High Point
PO Box 230
High Point, NC 27261

Subject: **Construction Maintenance Agreement**
WBS: 7.204111B
City of High Point
Guilford County

Dear Mr. Houk:

Enclosed are two (2) duplicate originals of the construction maintenance agreement for the maintenance overlay on SR 1907(Daveler Road) in High Point.

Please review the agreements and, if satisfactory, have **both** originals executed by City of High Point within sixty days and return to me for execution by the Department of Transportation.

If you have any questions, please contact myself or Donnie Huffines at (336)487-0000.

Sincerely,


J. M. Mills, PE
DIVISION ENGINEER

JMM/drh
Enclosures

cc: J. B. Wall, PE, w/enc.
file, w/enc.

RECEIVED
SEP 23 2015

Public Service Dept.
RECEIVED
SEP 25 2015
Public Service Dept.

NORTH CAROLINA
GUILFORD COUNTY

CONSTRUCTION MAINTENANCE AGREEMENT

DATE: 7/22/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 7.204111B

CITY OF HIGH POINT

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, the Department has plans to make certain street and highway constructions and improvements under Project 7.204111B, in Guilford County; and,

WHEREAS, the Department and the Municipality are authorized by the following legislation, as applicable: G.S. 136-66.1 and 136.66.3 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 Department and the Municipality have agreed that the jurisdictional limits of the Municipality, as of this date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of the Project it is agreed as follows:

SCOPE OF THE PROJECT

1. The Project consists of providing an asphalt overlay on a small portion of SR 1907 (Daveler Road) from SR 1820 (Skeet Club Rd) to the City limits. The Municipality will construct the work within the existing right of way.

Agreement ID # 5860

RECEIVED
1 SEP 28 2015
Public Service Dep

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SEP 05 2015
Public Service Dept.

FUNDING

2. Upon completion of the work, the Municipality may bill the Department for the actual costs. The estimated cost is \$2,500. Reimbursement to the Municipality shall be made upon approval of said invoice by the Division Engineer and the Department's Financial Division.

MAINTENANCE

3. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

4. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, 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 a Federal or State Department or Agency.
5. 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).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.



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.

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the City of High Point as

attested to by the signature of Clerk of said governing body on _____ (Date)

N.C.G.S. § 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.

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____



206

204

202

200

3709

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121

125

129

Skeet Club Rd SR1820

Foothill County
Gulfport County

Azules Ct

Daveler Dr

134

132

130

106

110

116

120

124

128

132

128

3807

Liberty Ln

CHP G... Esri