

**STATE OF NORTH CAROLINA
WAKE COUNTY**

SPECIAL AGREEMENT

between

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

City of High Point

THIS SPECIAL AGREEMENT, hereinafter referred to as "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," collectively referred to hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, this AGREEMENT is made on the last date signed below between the Department and the Municipality for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this AGREEMENT; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Municipality has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Municipality to assume these responsibilities;

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

1. For purposes of this AGREEMENT, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

2. The Municipality shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Municipality shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Municipality shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this AGREEMENT shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

4. This AGREEMENT shall remain in effect for five (5) years from the date execution included herein. This AGREEMENT may be extended for two (2) additional years, contingent upon the availability funds, if mutually agreed upon in writing by the Parties. On behalf of the Municipality, extensions may be authorized and executed by the City Manager or other official as designated without further resolution of the Municipality.
5. All work pursuant to this AGREEMENT shall be completed by a date mutually agreed to by DEM, FEMA, the Department and Municipality.

REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Municipality shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Municipality.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Municipality be responsible for removal of debris from the right of way of State Routes, the Municipality shall submit a completed *Request Release of State System Roads*, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Municipality for disaster related debris removal.
8. The Department will review the Municipality's *Request Release of State System Roads*, Form SSR-01 and respond in writing indicating whether the Department has approved or denied the request from the Municipality for removal of disaster related debris under the terms of this AGREEMENT. If approved, this action will be considered the Municipality's "Notice to Proceed" with the work.
9. When the Municipality is approved for the removal of disaster related debris on State Routes under the terms of this AGREEMENT, the Municipality will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Municipality shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Municipality shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this AGREEMENT. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

PRINCIPAL REPRESENTATIVE

12. To provide consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT. Any notices required by this AGREEMENT shall be in writing and shall be personally delivered or sent by United States mail, First Class postage pre-paid to ensure delivery to the Parties, respectively, at the following addresses, unless a Party has been notified in writing by the other of a change of address:

To the Department:

Michael L. Holder, P.E.
Chief Engineer
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, North Carolina 27699-1501

To the Municipality:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

ADDITIONAL PROVISIONS

13. This AGREEMENT may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
14. This AGREEMENT may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
15. This AGREEMENT is solely for the benefit of the identified Parties to the AGREEMENT and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
16. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this AGREEMENT, the Municipality certifies, that neither it nor its agents or contractors performing work included in this AGREEMENT are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
18. The Municipality shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the County in connection with the work included in this AGREEMENT and shall indemnify the Department against any fines,

assessments or other penalties resulting from noncompliance by the Agency or any entity performing work included in this AGREEMENT under contract with the Municipality.

19. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for the work included in this AGREEMENT. The Department is not responsible under this AGREEMENT for any expenses or obligations incurred for the work included in this AGREEMENT.
20. The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this AGREEMENT. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.
21. In compliance with state policy, the Municipality shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
22. 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.
23. The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
24. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Municipality's fiscal year ends.
25. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this AGREEMENT to other parties or entities.
26. In no way shall it be construed or implied that either the Department or the Municipality is by this AGREEMENT intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
27. 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.

28. 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.
29. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this 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.
30. "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 Work 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.

L.S. ATTEST:

BY:

TITLE: City Clerk

DATE: 11/3/2015

CITY OF HIGH POINT

BY:

TITLE: Deputy City Manager

DATE: 11/3/2015

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 Lisa B. Vierling,
Clerk of the High Point City Council (Governing Board) on 11/2/2015 (Date)



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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY:

(CHIEF ENGINEER)

DATE:

APPROVED BY BOARD OF TRANSPORTATION ITEM O:

8-6-2015

Request Release of State System Roads

Requesting Applicant: _____

I. Release of all State System Roads
or
II. Selective State System Roads as Follows:

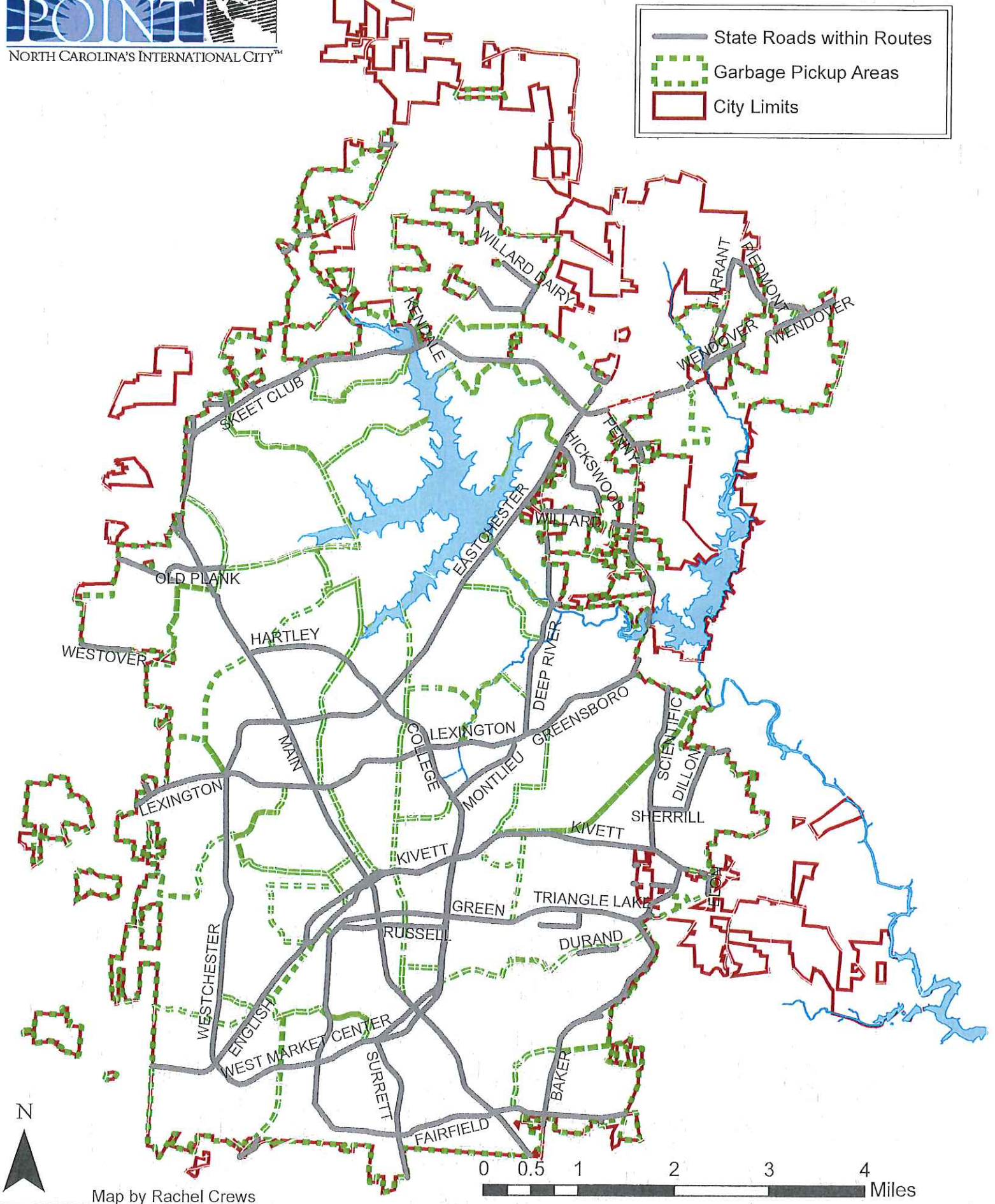
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Local Government Designated Agent: _____

Date: _____

| North Carolina Department of Transportation | |
|---|-------|
| Release by: | _____ |
| Title: | _____ |
| Date: | _____ |

State Roads within City Garbage Routes



| ID | Street | From | To | Approx. Length (Miles) | Ownership |
|----|----------------------------|-----------------------------------|------------------------------------|------------------------|-----------|
| 1 | Baker Rd | City Limits (Near S Main St) | Triangle Lake Rd | 4.20 | State |
| 2 | Bales Chapel Rd | Dillon Rd | City Limits (Near Warwick Dr) | 0.22 | State |
| 3 | Bame Rd | City Limits (Near Sandy Ridge Rd) | Hedge Ln | 0.15 | State |
| 4 | Burguss Rd | City Limits | Dilworth Rd | 0.22 | State |
| 5 | Central Av | City Limits (Near Pinecroft St) | Dillon Rd | 0.24 | State |
| 6 | Clinard Farms Rd | City Limits (Near Walpole Rd) | City Limits (Near Barrow Rd) | 0.67 | State |
| 7 | Cox Av | Baker Rd | City Limits (Near Forest Shade St) | 0.04 | State |
| 8 | Deep River Rd | E Lexington Av | Eastchester Dr | 2.02 | State |
| 9 | Dillon Rd | Sherrill Av | City Limits (Near Bales Chapel Rd) | 0.69 | State |
| 10 | Dilworth Rd | Skeet Club Rd | City Limits (Near Rideworth Av) | 0.17 | State |
| 11 | Durand Av | Business I-85 N | Dead End | 0.30 | State |
| 12 | E Connector St | S College Dr | East Market Center Dr | 0.07 | State |
| 13 | E English Rd | N Main St | S Centennial St | 0.30 | State |
| 14 | E Fairfield Rd | City Limits (Near Akers Ct) | S Main St | 1.42 | State |
| 15 | E Green Dr | S Main St | Exit 71A I-74 W | 1.96 | State |
| 16 | E Hartley Dr | N Main St | Eastchester Dr | 1.68 | State |
| 17 | E Kivett Dr | N Main St | City Limits (Near Elon Pl) | 5.66 | State |
| 18 | E Lexington Av | N Main St | Five Points Pl | 2.23 | State |
| 19 | E Russell Av | S Main St | S College Dr | 0.89 | State |
| 20 | East Market Center Dr | S Main St | E Kearns Av | 0.38 | State |
| 21 | Eastchester Dr | N Main St | City Limits (Near Penny Rd) | 5.36 | State |
| 22 | Elon Pl | City Limits (Near E Kivett Dr) | Armory Dr | 0.17 | State |
| 23 | Ethel Av | Baker Rd | City Limits (Near Deborah Av) | 0.05 | State |
| 24 | Florence School Rd | City Limits (Near Penny Rd) | Horney Rd | 0.21 | State |
| 25 | Gable St | Prospect St | City Limits | 0.18 | State |
| 26 | Gardenia Ct | City Limits | Hickwood Rd | 0.11 | State |
| 27 | Greensboro Rd | City Limits (Near Penny Rd) | Five Points Pl | 1.67 | State |
| 28 | Haverly Dr | Eastchester Dr | City Limits | 0.06 | State |
| 29 | Hedgecock Rd | N Main St | City Limits (Near Chas Ct) | 1.05 | State |
| 30 | Hickory Chapel Rd | Dead End (Near US I-74) | Triangle Lake Rd | 0.57 | State |
| 31 | Hickwood Rd (Intermittent) | City Limits (Near Willard Rd) | Eastchester Dr | 1.07 | State |
| 32 | Horney Rd | Penny Rd | City Limits (Near dead end) | 0.17 | State |
| 33 | Jamac Rd | City Limits (Near Business I-85) | Triangle Lake Rd | 0.20 | State |
| 34 | Johnson St | Skeet Club Rd | City Limits | 0.14 | State |
| 35 | Joyce Ct | Skeet Club Rd | Tanglebrook Rd | 0.14 | State |
| 36 | Kellywood Dr | City Limits (Near dead end) | Baker Rd | 0.04 | State |
| 37 | Kendale Rd | City Limits | Skeet Club Rd | 0.28 | State |
| 38 | Lawndale Av | Marlboro St | City Limits (Near Pinecroft St) | 0.04 | State |

| | | | | | |
|----|------------------------------|----------------------------------|---|------|-------|
| 39 | Montlieu Av | E Lexington Av | N College Dr | 0.92 | State |
| 40 | N College Dr | Eastchester Dr | E Kivett Dr | 2.01 | State |
| 41 | N Main St | City Limits (Near Shober Rd) | E High Av | 4.57 | State |
| 42 | N Scientific St | Cedrow Dr | City Limits (Near Kearns St) | 0.68 | State |
| 43 | NC 68 | Penny Rd | City Limits | 0.34 | State |
| 44 | Old Plank Rd | US 311 | Hedgecock Rd | 1.02 | State |
| 45 | Penny Rd (Intermittent) | City Limits (Near Samet Dr) | Greensboro Rd | 2.80 | State |
| 46 | Piedmont PW (Intermittent) | Tarrant Rd | Wendover Av | 1.03 | State |
| 47 | Prospect St | Belmar St (Outside City Limits) | End of State Owned Portion (1500 Block) | 0.27 | State |
| 48 | Ranch Dr | E Fairfield Rd | City Limits (Near Gate St) | 0.04 | State |
| 49 | Rest Haven Rd | City Limits (Near dead end) | Skeet Club Rd | 0.32 | State |
| 50 | S College Dr | E Kivett Dr | Surrett Dr | 3.55 | State |
| 51 | S Main St | City Limits (Near Baker Rd) | E High Av | 3.41 | State |
| 52 | S Scientific St | E Kivett Dr | Cedrow Dr | 1.21 | State |
| 53 | Sandy Ridge Rd | City Limits | City Limits (Near Squire Davis Rd) | 0.68 | State |
| 54 | Sherrill Av | S Scientific St | Dillon Rd | 0.37 | State |
| 55 | Skeet Club Rd | N Main St | Eastchester Dr | 5.75 | State |
| 56 | Southwest School Rd | Barrow Rd | Willard Dairy Rd | 0.83 | State |
| 57 | Squire Davis Rd | City Limits | City Limits (Near Sandy Ridge Rd) | 1.42 | State |
| 58 | Summey Av | Baker Rd | Dead End (Near US 311) | 0.16 | State |
| 59 | Surrett Dr | City Limits (Near Murray Ct) | West Market Center Dr | 1.57 | State |
| 60 | Tanglebrook Rd | Skeet Club Rd | City Limits (Near Castle Oaks Ct) | 0.19 | State |
| 61 | Tarrant Rd (Intermittent) | Piedmont PW | W Wendover Av | 0.72 | State |
| 62 | Triangle Lake Rd | Exit 71A I-74 W | E Kivett Dr | 1.73 | State |
| 63 | W Connector St | S College Dr | West Market Center Dr | 0.04 | State |
| 64 | W English Rd | City Limits (at Gridlar St) | N Main St | 3.25 | State |
| 65 | W Fairfield Rd | Business I-85 N | S Main St | 1.86 | State |
| 66 | W Green Dr | S Main St | Business I-85 N | 2.59 | State |
| 67 | W Kivett Dr | S Main St | W English Rd | 0.89 | State |
| 68 | W Lexington Av | City Limits (Near Rob Swaim Rd) | N Main St | 2.10 | State |
| 69 | W Main St | Penny Rd | City Limits (Near Penny Rd) | 0.13 | State |
| 70 | W Russell Av | S Main St | W Green Dr | 0.43 | State |
| 71 | W Wendover Av (Intermittent) | Eastchester Dr | City Limits (Near Guilford College Rd) | 3.23 | State |
| 72 | W Westover Dr | City Limits (Near Horneytown Rd) | City Limits (Near Creek Crossing Rd) | 0.86 | State |
| 73 | Wallburg-High Point Rd | City Limits | W Lexington Av | 0.12 | State |
| 74 | Walpole Rd | Clinard Farms Rd | City Limits (Near dead end) | 0.28 | State |
| 75 | West Market Center Dr | W English Rd | S Main St | 2.30 | State |
| 76 | Westchester Dr | N Main St | W English Rd | 4.28 | State |
| 77 | Willard Dairy Rd | Barrow Rd | City Limits (at Southwest School Rd) | 0.42 | State |
| 78 | Willard Rd (Intermittent) | White Farm Ln | Penny Rd | 1.00 | State |