

CITY OF HIGH POINT

AGENDA ITEM



Title: Completion Date Revision to NCDOT TIP # B-5358 (Model Farm Bridge)

From: Terry Houk – Public Services Director

Robby Stone – Asst. Director Public Services

Tyler Berrier – Civil Engineer

Meeting Date: May 2, 2016

Public Hearing: N/A

Advertising Date:

Advertised By:

Attachments: Supplemental Agreement

PURPOSE:

City of High Point City Council approval is required for Supplemental Agreements with NCDOT and other state agencies. This Supplemental Agreement is intended to amend the time frame for construction from the original date of 5/26/2016 to a new completion date of 9/30/2017.

BACKGROUND:

Due to delays in the utility relocation and ROW acquisition which were beyond the control of the City, an amended completion date is requested.

BUDGET IMPACT:

There is no change in the budget for this item, only a completion date change.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of this agreement and that the appropriate City official be authorized to execute all necessary documents.

NORTH CAROLINA
GUILFORD COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 4/13/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: B-5358

AND

WBS ELEMENTS: PE 46072.1.1

ROW 4607.2.F1

CITY OF HIGH POINT

CON 4607.3.F1

FEDERAL-AID #:: BRZ-0710(22)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 and the Municipality on 5/13/2011, entered into a certain Project Agreement for the original scope: the replacement of Bridge No. 428 on Model Farm Road over a branch of Richland Creek in Guilford County, programmed under Project B-5358; and,

WHEREAS, the parties wish to extend the completion date of the Project:

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

TIME FRAME

The completion date of 5/26/2016 is amended to allow additional time for construction. The new completion date is 9/30/2017.

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 5/13/2011, 9/9/2013, and 12/16/2014, are ratified and affirmed as therein provided.

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: _____

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 of the _____ (Governing Board) on _____

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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