

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** NCDOT Municipal Agreement – U-2412 Jamestown Bypass Construction

**From:** Mark McDonald, Transportation Director

**Meeting Date:** March 19, 2018

**Public Hearing:** No

**Advertising Date:** NA

**Advertised By:** NA

**Attachments:** NCDOT Municipal Agreement (ID# 7772), with Cover Letter

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### **PURPOSE:**

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) to acknowledge construction of the Jamestown Bypass (SR 4121, STIP U-2412) from Vickery Chapel Road (SR 1480) to I-74 at Greensboro Road (SR 1486).

### **BACKGROUND:**

Construction on the A section of the “Jamestown Bypass” is scheduled to begin in the second half of 2018. The B section, now known as Gate City Boulevard on the Greensboro side of Jamestown, was completed in 2017.

This project has been planned for many years. When completed, the new road will provide a quicker, more direct route from central High Point into Greensboro. This Municipal Agreement simply documents that the City has been notified of the upcoming construction. Other agreements for utility services along the project are being processed through the Public Services Department. It is anticipated that the project will be complete and open to traffic in 2022.

### **BUDGET IMPACT:**

The estimated cost of this State-funded project is \$51,000,000. Excluding commitments that may be made through the utility agreements, there is no financial participation or obligation by the City to the project.

### **RECOMMENDATION / ACTION REQUESTED:**

The Transportation Department recommends approval of this Municipal Agreement. City Council’s consideration of this request is appreciated. I will be available at the Monday March 19 meeting to address questions.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

March 8, 2018

Greg Demko  
City Manager  
City of High Point  
211 S Hamilton Street  
High Point, NC 27261

SUBJECT: Revised Municipal Agreement for NCDOT Transportation Improvement  
Project U-2412A

Dear Mr. Demko,

Enclosed are two updated originals of the Municipal Agreement (ID# 7772) for improvements on SR 4121 (Greensboro/High Point Road) from I-74/US 311 to west of SR 4228 (Vickery Chapel Road) in High Point. This Project description has been revised to reflect current conditions.

Also, the Utility provisions have been reworded to acknowledge High Point's responsibility for its water and sewer lines. These will be relocated in accord with the Utilities Agreements provided to you by DOT's Utility Unit.

There is no request for municipal betterments at this time, so consider the Agreement the State's documentation that the City has been notified about the Project.

Please return the originals with the official signatures as soon as possible to prevent a delay in the Project. You may contact me at (919) 707-6628 or [labillington@ncdot.gov](mailto:labillington@ncdot.gov) for further assistance.

Sincerely Yours,

A handwritten signature in blue ink that reads "Lee Ann Billington".

Lee Ann Billington  
Contract Officer  
1595 Mail Service Center  
Raleigh, NC 27699-1595

cc: Donnie Huffines  
Division 7 Program Manager  
[dhuffines@ncdot.gov](mailto:dhuffines@ncdot.gov)

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

GUILFORD COUNTY

DATE: 3/8/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

TIP #: U-2412A

WBS Elements: 34802.2.2

34802.2.6

34802.3.3

CITY OF HIGH POINT

THIS MUNICIPAL 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, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-2412A, in Guilford County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the 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,

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 160A-296 and 297, Section 136-18, and Section 20-169, 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 parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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:

## **SCOPE OF THE PROJECT**

1. The Project consists of improvements on SR 4121 (Greensboro/High Point Road) from I-74/US 311 to west of SR 4228 (Vickery Chapel Road) in High Point.

## **PLANNING AND DESIGN**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

## **RIGHT OF WAY**

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. The Municipality, without any cost or liability whatsoever to the Department, is responsible for the relocation and adjustment of all municipality-owned utilities that may be in conflict with construction of the Project. If the Municipality requests the Department to include the relocation and/or adjustment of municipally-owned utilities in the Project construction contract, a separate Utility Agreement will be prepared to determine the Municipal reimbursement terms and cost estimates for the work. The Municipality shall reimburse the costs associated with said relocation to the Department. The Municipality's final reimbursement will be based on final project plans and the actual costs of relocation.

The Municipality shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

## **CONSTRUCTION**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

## **MAINTENANCE**

6. Upon completion of the Project:

- A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
- B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## **ADDITIONAL PROVISIONS**

- 7. 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 any Federal or State Department or Agency.
- 8. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
- 9. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
- 10. 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.
- 11. 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.
- 12. 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.

13. 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 upon 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.

L.S. ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ 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."

Approved by the City of High Point as attested to by the signature of \_\_\_\_\_

Clerk of the \_\_\_\_\_ (governing body) on \_\_\_\_\_

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

(SEAL)

BY: \_\_\_\_\_  
(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)