



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

May 23, 2018

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

SUBJECT: Municipal Agreement for NCDOT TIP Project U-5169

Dear Mr. Demko,

Enclosed is an original of the Municipal Agreement (ID# 7829) for the interchange ramp replacement at I-74/US 311 and NC 68 (Eastchester Drive) in High Point.

Please contact me at (919) 707-6628 or [labillington@ncdot.gov](mailto:labillington@ncdot.gov) for further information or 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  
Earl Jones, NCDOT Accounts Receivable

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT WITH BETTERMENTS**

GUILFORD COUNTY

DATE: 3/19/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-5169

AND

WBS Elements: 45220.1.2

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-5169, 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 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 interchange ramp replacement at I-74/US 311 and NC 68 (Eastchester Drive) in High Point.
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of sidewalk and curb ramps on Eastchester Drive and Cypress Court. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

## **PLANNING AND DESIGN**

3. 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**

4. 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.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

## **UTILITIES**

6. Provisions for adjustment and relocation of water and sewer lines, cost estimates and reimbursement terms will be prepared under a separate Utility Agreement for municipally owned utilities. The Municipality shall be responsible for reimbursing the Department the costs associated with said relocation. The Municipality may exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

## **CONSTRUCTION**

7. 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**

8. 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.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the betterments and release the Department from all liability relating to such maintenance.

## **BETTERMENT COSTS AND FUNDING**

10. The Municipality shall participate in the Betterment costs of the Project as follows:
  - A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department fifty percent (50%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities for that portion of the project within the corporate limits, where new pedestrian facilities are to be installed. The

estimated cost of the pedestrian facilities is \$194,770. The estimated cost to the Municipality is \$97,385. Both parties understand that this is an estimated cost and is subject to change.

- B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

## **ADDITIONAL PROVISIONS**

- 11. 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.
- 12. 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.
- 13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
- 14. 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.
- 15. 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.

16. 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.

17. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, 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: Lisa B. Vierling

BY: [Signature]

TITLE: City Clerk

TITLE: Mayor

DATE: 4/2/2018

DATE: 4/2/2018

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 Lisa B. Vierling

Clerk of the High Point City Council (governing body) on 4/2/2018



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

BY: [Signature] 4/2/2018

(FINANCE OFFICER)

Federal Tax Identification Number

56-6000231

Remittance Address:

City of High Point

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY: [Signature]

(CHIEF ENGINEER)

DATE: 5/9/18

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 5-3-2018 (Date)

**NC-DOT  
Contract Standards and Development Unit  
Preliminary Estimate Section**

**December 15, 2017**

**Memo To: Brian Robinson, PE  
Roadway Design Unit**

**From: Nidal Albadawi, PE  
Preliminary Estimate Engineer**

**Subject: Preliminary Construction Cost Estimate for adding Sidewalk and  
Curb Ramps on TIP Project U-5169 for the City of High Point,  
Guilford County**

**City of High Point (Cost Share)**

Description	Quantity	Units	Price	Amount
Concrete Sidewalk	3,350	SY	\$38.00	\$127,300.00
Concrete Curb Ramp	20	EA	\$1,700.00	\$34,000.00
Mobilization (5 %)	1	LS		\$8,065.00
Contract Cost				\$169,365.00
E. & C. Cost (15%)				\$25,405.00
<b>Construction Cost</b>				<b>\$194,770.00</b>
NC-DOT Participation		50%		-\$97,385.00
<b>City of High Point</b>		<b>50%</b>		<b>\$97,385.00</b>

**Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices  
are subject to change.**

**CC: File**