



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 for further information or assistance.

Sincerely Yours,

A handwritten signature in cursive script 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

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.

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.

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: Lisa B. Vierling

TITLE: City Clerk

DATE: 4/2/2018

CITY OF HIGH POINT

BY: [Signature]

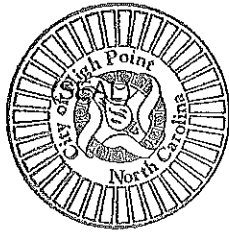
TITLE: Mayor

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)