

CITY OF HIGH POINT

AGENDA ITEM



Title: NCDOT Municipal Agreement – Ogden Street Railroad Crossing Improvements

From: Mark McDonald, Transportation Director

Meeting Date: May 6, 2019

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement and Location Map

PURPOSE:

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for railroad crossing improvements on Ogden Street.

BACKGROUND:

This project, estimated at \$400,000, will install warning signals and gates at the existing railroad crossing on Ogden Street. The proposed agreement offers Federal funding for 90% of eligible costs, with the City covering the remaining 10% plus any ineligible expenses (right-of-way acquisition, utility relocation, and optional amenities like sidewalk and landscaping). The City will also be responsible for 50% of maintenance costs, which typically run about \$1,400 annually.

BUDGET IMPACT:

The Transportation Department has historically budgeted for participation in rail crossing improvement projects with NCDOT. Funding is also included in the operating budget for annual maintenance at crossings throughout the city. Additional capital funding will be requested by Transportation in FY 2021 to supplement existing resources that can be applied to this project. The agreement assumes full Federal participation; without this funding the project will be canceled, and the City will not incur any costs. The agreement is a standardized form used by NCDOT for rail crossing improvement projects in municipalities throughout North Carolina.

RECOMMENDATION and ACTION REQUESTED:

The Transportation Department recommends approve the Municipal Agreement with NCDOT and that the appropriate City Official execute all necessary documents.

NORTH CAROLINA
GUILFORD COUNTY

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

CITY OF HIGH POINT

DATE: April 11, 2019

MUNICIPAL AGREEMENT FOR
CROSSING SAFETY PROJECT
(OGDEN STREET)

TIP: Z-5700GC
WBS: _____ PE
_____, CONST

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," and each individually hereinafter referred to as a "Party," and collectively, as the "Parties."

W I T N E S S E T H:

WHEREAS, the Department and the Municipality desire to make certain highway-rail, grade crossing safety improvements along a municipal street under TIP Z-5700GC, Guilford County; and,

WHEREAS, these improvements are proposed for the highway-railway, grade crossing on Ogden Street at Norfolk Southern Railway (NSR) tracks, NSR hereinafter referred to as "Railroad", milepost M-1.68, crossing number (713784A) in the City of High Point, Guilford County, North Carolina, hereinafter referred to as the "Project"; and

WHEREAS, the Project shall be funded in accordance with 23 USC Section 130 FAST Act; and,

WHEREAS, the Department is authorized by the provisions of G.S. 136-18 (12) to carry out the provisions of federal aid highway acts for projects on streets in a municipal street system; and,

WHEREAS, the Department and the Municipality are authorized to enter into agreements for the performance of such work on a municipal street system by the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the Department will enter into such agreements as are necessary to improve the highway-rail, grade crossing warning devices at said crossing and to obtain maximum federal aid participation in the cost of the Project.

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:

I. SCOPE OF PROJECT

The Project shall consist of the design and construction of highway-rail, grade crossing safety improvements consisting of active traffic control warning devices, herein referenced as "warning device work," and related roadway safety improvements, hereinafter referenced as "roadway work."

The Project will provide for safety improvements at the highway-railway, grade crossing along Ogden Street at NSR's tracks milepost M-1.68, crossing number (713784A) in the City of High Point, Guilford County, North Carolina.

The Department shall be responsible for coordinating with the Railroad for the warning device work. All coordination for work to be done by the Railroad as referenced by this agreement shall be done pursuant to the terms of its Master Agreement. The Municipality shall be responsible for any roadway work pursuant to the terms of this Agreement.

All Project work shall be in substantial conformance with the approved plans and cost estimates as agreed to by the Parties to this Municipal Agreement.

II. PROJECT RESPONSIBILITIES

A. WARNING DEVICE WORK

The Department shall be responsible for coordinating with the Railroad for the warning device work. Appropriate notices itinerant thereto will be issue as needed. The Department will authorize the Railroad to prepare plans and cost estimates for the Railroad's construction of the warning device work. Upon receipt of the plans and cost estimates from the Railroad, the Department will review such plans and cost estimates with the Municipality before approving construction.

All plans and cost estimates for warning device work are subject to approval by the Municipality prior to authorization of construction for such work. The Municipality may elect not to pursue the Project upon its review of the plans and cost estimate; however, the Municipality will be responsible for expenses incurred to date as detailed herein.

The Department shall supervise construction of the warning device work to insure installation is in significant conformance with the approved plans and cost estimates. In the event substantial changes in the plans are found necessary during construction, the Department will consult with the Municipality before approving such changes. The Department shall also perform a final inspection of the completed work to ensure satisfactory operation of the active traffic control warning devices.

B. ROADWAY WORK

Certain roadway work may be required to accommodate installation of the proposed highway-rail, grade crossing safety improvements. Such work may include, but is not limited to, pavement markings, sidewalk relocation and/or repair, shoulder construction, culvert and ditch extensions, minor roadway approach work and widening.

In accordance with G.S. 160A-298(c), the Municipality shall be responsible for performing the necessary roadway work to accommodate the installation of the proposed

highway-rail, grade crossing safety improvements and repair of the municipal street approaches to the crossing.

The Municipality shall not begin construction of roadway work without prior approval of the Department. All roadway work shall be performed in accordance with plans and special provisions approved by the Department and shall be constructed in accordance with Department standards and specifications and all local codes and ordinances.

In order to facilitate construction of the Project in a cost-effective manner, the Municipality may authorize the Department by mutual agreement to perform the necessary roadway work through force account billable to the Municipality at the Department's actual cost and as detailed herein.

III. FUNDING

The estimated cost of the Project is \$400,000. It is understood that this estimated cost is an opinion of probable cost and is subject to change.

The Department shall be responsible for securing and obligating Federal funding equal to ninety percent (90%) of the actual engineering and construction costs of the Project; however, the Department will not be responsible for costs not reimbursed by the Federal Highway Administration.

The Municipality shall be responsible for ten percent (10%) of the actual engineering and construction costs of the Project and for one hundred percent (100%) of the costs not reimbursed to the Department by Federal Highway Administration.

IV. PRELIMINARY ENGINEERING

A. PRELIMINARY ENGINEERING AUTHORIZATION

Upon receipt of an executed agreement, the Department shall obligate Preliminary Engineering funds for preparation of plans, specifications and cost estimates (PS&E) by the Railroad and, if necessary, the Municipality.

If preliminary engineering for the roadway work is required, the Department will notify the Municipality once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of authorization to proceed will be ineligible for reimbursement.

B. PLANNING AND DESIGN

After execution of the agreement, the Department shall coordinate with the Railroad for preparation of plans, specifications, and estimates associated with the warning device work.

After receipt of the authorization to proceed, the Municipality shall prepare any necessary plans, specifications, and estimates for the roadway work. All plans and specifications shall be in accordance with applicable Federal and State standards, specifications, policies, and procedures. Plans, specifications, and estimates shall be

submitted to the Department for review and approval prior to any work being authorized for construction by the Municipality.

C. PROCUREMENT OF PROFESSIONAL SERVICES

If the Municipality contracts with a private engineering firm to perform professional engineering services necessary for roadway work and services are to be reimbursed under this Municipal Agreement, the Municipality shall comply with the following:

1. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
2. When procuring architectural, professional and engineering services, the Municipality shall adhere to Title 2 Code of Federal Regulations Part 200, Title 23 of the Code of Federal Regulations, Part 172, Title 40 United States Code, Chapter 11, Section 1101-1104, North Carolina General Statute 143-64, Parts 31 and 32 and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts.
3. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of any professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$50,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$50,000 will be performed by the Department's External Audit Branch if the Municipality requests it.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS

All contracts entered into with another party to perform work associated with the requirements of this Municipal Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms to the SPSF Guidelines as approved by the NC Board of Transportation.

1. The Municipality shall not advertise nor enter into a contract for services performed as part of this Municipal Agreement unless the Department provides written approval of the advertisement or the contents of the contract.
2. If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

D. ENVIRONMENTAL DOCUMENTATION

The Department shall prepare necessary environmental and planning document, including environmental permits, needed for the Project in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations.

The Department shall obtain all necessary Federal Highway Administration (FHWA) and Federal Rail Administration (FRA) approvals.

V. RIGHT-OF-WAY

It is understood that the anticipated roadway work will be contained within the existing right-of-way of the Municipality. The Municipality shall remove all obstructions and encroachments of any kind or character, including hazardous materials, from the right-of-way at no expense or liability whatsoever to the Department.

In the event right-of-way or easements are needed, the Municipality, at no expense or liability whatsoever to the Department, shall be solely responsible for the acquisition of the right-of-way or easements.

All Right-of-Way activities, including acquisition and relocation, shall be in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act]; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance; and the North Carolina Department of Transportation Right-of-Way Manual.

VI. UTILITIES

It is understood that there are no anticipated utility conflicts on the Project.

In the event utility conflicts are discovered within the Project area, the Railroad shall be responsible for the relocation and adjustment of the conflicting utilities.

VII. CONSTRUCTION

A. CONSTRUCTION AUTHORIZATION

Upon approval of the Railroad-prepared PS&E, the Department will obligate funding and authorize the Railroad to undertake construction of the active crossing warning devices in accordance with such plans and estimates.

If roadway work is required, the Department will obligate funding for and the Municipality may proceed with construction of the roadway work within the Municipality's right-of-way upon receipt of construction authorization from the Department.

B. ROADWAY WORK

When roadway work is required, the following provisions shall be applicable for such work:

1. ADVERTISE FOR BIDS

The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A and Part 635, incorporated by reference.

2. CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

The Municipality and its agent shall comply with the following federal policies: Conflict of Interest; Equal Employment Opportunity; and Title VI – Civil

Rights Act of 1964. The Municipality and its agent shall also comply with the following federal policy:

- a. Any contract entered into with another party to perform work associated with the requirements of this Municipal Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), as required and defined in 49 CFR Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code.
- b. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Municipal Agreement without prior written approval of the advertisement or contents of the contract by the Department.
- c. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

3. FORCE ACCOUNT WORK

Force account work is allowed only when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by a competitive bidding process. Approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 635, Subpart B.

4. ADMINISTRATION

For roadway construction contract work, the procedures set out below shall be followed:

- a. **Supervision.** Construction engineering and supervision will be furnished by the Municipality.
- b. **Time frame.** The Municipality shall perform roadway work in conjunction with the Railroad's completion of the installation of the warning devices in order not to delay the completion of the Project. The Municipality shall complete said work within sixty (60) days of installation of the warning devices.
- c. **Justification for Project Delay.** In the event the Project is not let to contract within six (6) months after receiving written construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for Project delay and that the Project remains in compliance with the terms of this Municipal Agreement, the approved plans and specifications, and current codes. If requested by the Department, the Municipality shall re-submit two (2) sets of plans and proposals to the Department for review to ensure that they remain in compliance with any revisions in the Department's standard practices and regulations.
- d. **Traffic Control.** During construction of the Municipality's portion of the Project, the Municipality and its agent shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the Railroad, and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- e. **Right to Inspect.** The Department shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Municipal Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- f. **Change Orders.** During said work, if any changes in the plans are necessary, such changes must be approved by the Department's Rail Division prior to the work being performed.
- g. **Compliance with Standards and Specification.** All materials used by the Municipality shall be in reasonable close conformity with the Standards and Specifications of the Department.
- h. **Final Inspection.** Prior to the final acceptance and payment by the Department, the Department shall have the right to make a final inspection of the completed work.

VIII. MAINTENANCE

At no expense to the Department, the Municipality shall be responsible for maintenance cost of the roadway work and the roadway itself.

It is understood that the Railroad is responsible for performing maintenance of the highway-rail crossing warning devices.

Pursuant to the provisions of G.S. 160A-298(c), the Municipality shall be responsible for payment to the Railroad of fifty percent (50%) of the Railroad's cost of maintenance of the highway-rail crossing warning devices.

IX. REIMBURSEMENT

A. REIMBURSEMENT BY THE DEPARTMENT (Roadway Work)

Upon completion of the roadway work, the Municipality shall invoice the Department for one-hundred percent (100%) of the actual costs associated with the roadway work by submitting an itemized invoice to the Department.

Upon approval of the itemized invoice by the Department, the Municipality will be reimbursed for actual costs associated with the roadway work. The Department shall initially reimburse the Municipality one hundred percent (100%) of the approved allowable costs incurred by the Municipality for the roadway work. Such reimbursement shall be subject to the policies and procedures contained in Federal-Aid Policy Guide 23 CRF Part 140, Subpart G.

B. REIMBURSEMENT BY THE MUNICIPALITY (Project Completion)

Upon completion of the warning device and roadway work, the Department shall invoice the Municipality for ten percent (10%) of the actual costs associated with the completed Project (warning device costs plus roadway improvement costs), and one hundred percent (100%) of any costs of the Project not reimbursed by the Federal

Highway Administration. The Municipality shall reimburse the Department for these actual costs.

If the Municipality does not pay said invoice(s) within sixty (60) days of the date of the invoice(s), the Department will charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

C. REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ("Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award). Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23, Part 140 and Part 172, which is being incorporated into this Agreement by reference.

1. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Reimbursement to all Parties to this Municipal Agreement shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). FFATA Recipient Information Forms shall be submitted with each invoice. All parties to this Municipal Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Municipal Agreement shall provide reports as required by the Federal Funding and Transparency Act (FFATA) for this Project.

2. RECORDS ACCESS AND RETENTION

The Municipality and its contractor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Municipal Agreement. Further, the Municipality shall make such materials available at its office and shall require its contractor 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 payment of the final voucher by the Federal Highway Administration under this Municipal Agreement, for inspection and audit by the Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.

D. ADDITIONAL REIMBURSEMENT GUIDANCE AND TERMS

1. PROJECT PROGRESSION

The Project must progress in a satisfactory manner in the opinion of the Department, and the Municipality must invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If an invoice is not received within six (6) months, a written Project status report must be provided to the Department. If the Project does not remain active, the Department and/or Federal Highway Administration may de-obligate Project funding.

If in the opinion of the Department and/or Federal Highway Administration, satisfactory progress has not been made to complete the Project in accordance with this Municipal Agreement, the Department and/or Federal Highway Administration may de-obligate said funding.

2. FINAL QUANTITIES DOCUMENTATION

The Municipality shall maintain records that establish final documentation of quantities incorporated into the Project in accordance with established federal procedures.

3. FINAL INVOICE SUBMITTAL

All invoices must be submitted within six (6) months of completion and acceptance of the work by the Department and Federal Highway Administration, or such invoices will be considered ineligible for payment.

4. FHWA NON-PARTICIPATION

The Municipality agrees that if the Federal Highway Administration does not participate in certain costs because of noncompliance with Federal and/or State regulations, the Municipality will reimburse the Department for such costs. All costs not reimbursed to the Department by the Federal Highway Administration shall be borne by the Municipality.

5. CONTRACT ADMINISTRATION REIMBURSEMENT

Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the total construction contract. This applies to private engineering firms and/or work performed by the Municipality and/or the Department. The Municipality and/or its agent shall perform Project administration in accordance with all Departmental and Federal policies and procedures.

6. MUNICIPALITY FORCE ACCOUNT

If the work is performed by Municipal force account, subsequent invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for costs set forth in 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.", 2 C.F.R. § 225 (2015). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If the work is performed by a contractor, said invoices shall show the contract cost.

X. OTHER PROVISIONS

A. AVAILABILITY OF FUNDS

All terms and conditions of this Municipal Agreement are dependent upon, and, subject to the allocation of Department funding and fiscal constraints and the Municipal Agreement shall automatically terminate if funds cease to be available.

B. NON-COMPLIANCE

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project.

C. INDEMNIFICATION

To the extent authorized by State and Federal claims statutes, each Party shall be responsible for its respective actions under the terms of this Municipal Agreement and indemnify and save harmless the other party from any claims arising as a result of such actions.

D. DEBARMENT POLICY

Per Appendix XI to Part 200, the Compliance Supplement, of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200 (2015), the Municipality is prohibited from contracting with or making subawards under transactions covered by this Municipal Agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The Municipality may rely upon the certification unless it knows that the certification is erroneous. The Municipality agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency.

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 Municipal 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.

E. TITLE VI - CIVIL RIGHTS ACT OF 1964

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.

F. OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred by the Municipality with a third party for the Project.

G. IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Municipality shall reimburse the Department the payment of these unauthorized costs.

H. TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

The Department may abandon the Project at any time before the Municipality has been called upon to perform any part of its duties under this Municipal Agreement.

I. FINAL AUDIT

In accordance with 2 C.F.R 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.", and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

J. POWELL BILL PROVISION

In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to the Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

K. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Municipality shall be responsible for ensuring compliance with all applicable State, Federal and local environmental laws and regulations and ordinances in the construction of the Project and shall be responsible for any fines, assessments or other penalties resulting from non-compliance by any entity performing work under contract with the Municipality.

L. NO THIRD PARTY BENEFICIARIES

This Municipal Agreement is solely for the benefit of the identified Parties to the Municipal Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

M. ASSIGNMENT/TRANSFER

The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Municipal Agreement to other parties or entities.

N. CONFLICT OF INTEREST

No member, officer or employee of the Department shall have any interest, direct or indirect, in this Municipal Agreement or the proceeds therefrom.

O. PROPER FORUM

This Municipal Agreement is made under, and shall be governed and construed in accordance with, the laws of the State of North Carolina.

P. E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Parties warrant that they and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by any Party will be considered a breach of this

Agreement, which entitles the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

Q. ETHICS PROVISION

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, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Municipal Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Municipal Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Municipal Agreement has been executed, in duplicate originals, the day and year set out below, on the part of the Department and Municipality by authority duly given.

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 Municipal Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

CITY OF HIGH POINT

BY: _____

BY: _____

NAME _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

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

Clerk of the City Council

(Date)

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

Municipal Finance Officer Date
FEDERAL IDENTIFICATION NUMBER

City of High Point

MAILING ADDRESS

City of High Point
211 S. Hamilton, Room 210
High Point, NC 27260

ATTN: Mark V. McDonald, PE City of
High Point Transportation Director
Mark.mcdonald@highpointnc.gov

IN WITNESS WHEREOF, this Municipal Agreement has been executed, in duplicate originals, the last day and year set out below, on the part of the Department and Municipality by authority duly given.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: Elizabeth Smith

NAME: Julie White

TITLE: Processing Agent

TITLE: Deputy Secretary for Multi-Modal
Transportation

DATE: _____

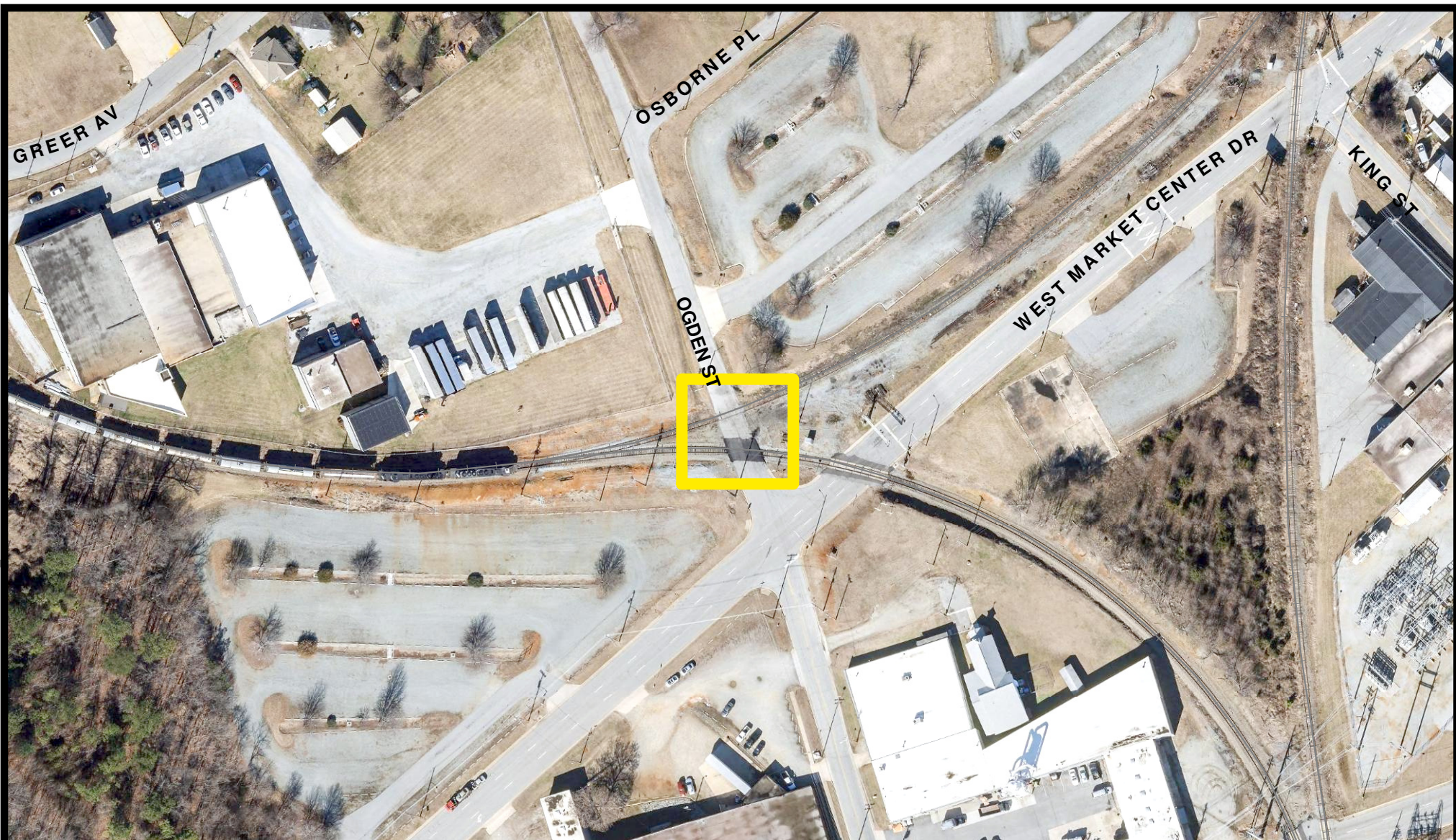
DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Design & Construction Branch
1556 Mail Service Center
Raleigh, North Carolina 27699-1556
ATTN: Richard E. Mullinax, PE, PTOE, CPM
Rail Signals Manager Engineer
remullinax@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: November 8, 2018
(Date)



PROPOSED RAILROAD CROSSING IMPROVEMENTS AT OGDEN STREET



MAP PREPARED BY
HIGH POINT MPO
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
APRIL 2019

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

