



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

January 5, 2017

Douglas J. Hewett
City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301-5537

SUBJECT: Municipal Agreement – City of Fayetteville, Cumberland County, TIP Project: U-4405
Betterments: Sidewalk, Bus Stop Pads & Drainage

Dear Mr. Hewett,

Enclosed are (2) two originals of the Municipal Agreement (ID #7647) for highway improvements on US-401 (Raeford Road) from West of Hampton Oaks Drive to East of Fairway Drive, Fayetteville, in Cumberland County. At the request of the Municipality, the Project will include Betterments as follows: Sidewalk on both sides of Raeford Road, 40 Bus Stop Pads & Drainage improvements.

The Municipality is responsible for 50% of the actual costs of all sidewalk Betterments. The estimated cost to the Municipality is \$391,230. The Municipality is responsible for 100% of the actual costs of all other requested Betterments. The estimate has been revised to show the cost difference for the larger 48" RC Pipe Culv., Class IV(in lieu of 24"). The estimated cost to the Municipality is \$118,529.30.

After you have reviewed this Agreement, please present it to the City Council for approval and signatures and return the partially executed agreements as soon as possible. Once signed, both originals should be returned to me at the mailing address below. One fully executed agreement will be sent back to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "MR", with a long horizontal line extending to the right.

Madeline Rawley, Contract Officer
NC Department of Transportation
Local Programs Management Office
1595 Mail Service Center
Raleigh, NC 27699-1595

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MGMT
1595 MAIL SERVICE CENTER
RALEIGH, NC 27699-1595

Telephone: (919) 707-6600
Fax: (919) 212-5711
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

REVISED ESTIMATE

NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section

October 12, 2017

Edited January 2, 2018 - by Madeline Rawley, per request of Randy Wise

Memo To: Kanchana Noland
Roadway Design Unit - Project Design Engineer

From: Philip Culpepper
Preliminary Estimate Engineer

Subject: Preliminary Construction Cost Estimate for adding Sidewalk,
Bus Stop Pads & Drainage on TIP Project U-4405, US-401 (Raeford Road
from West of Hampton Oaks Drive to East of Fairway Drive in Fayetteville)

City of Fayetteville (Betterment Cost)

Description	Quantity	Units	Price	Amount
48" RC Pipe Culv., Class IV (in lieu of 24")	294	LF	\$185.00	\$54,390.00
Masonry Drainage Structures	17	LF	\$400.00	\$6,800.00
Pipe Removal	84	LF	\$18.00	\$1,512.00
4" Concrete Bus Stop Pads (40 @ 8' x 20')	715	SY	\$45.00	\$32,175.00
Mobilization (5.00 %)	1	LS		\$5,699.35
Contract Cost				\$100,576.35
E. & C. Cost (15%)				\$17,952.95
Construction Cost				\$118,529.30
NC-DOT Participation		0%		\$0.00
City of Fayetteville		100%		\$118,529.30

Note: Estimate is for Preliminary use only. Quantities and Unit Prices are subject to change.

CC: File

NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section

October 12, 2017

391,230.00

Memo To: Kanchana Noland
Roadway Design Unit - Project Design Engineer

From: Philip Culpepper
Preliminary Estimate Engineer

Subject: Preliminary Construction Cost Estimate for adding Sidewalk,
Bus Stop Pads & Drainage on TIP Project U-4405, US-401 (Raeford Road
from West of Hampton Oaks Drive to East of Fairway Drive in Fayetteville)

City of Fayetteville (Betterment Cost)

Description	Quantity	Units	Price	Amount
4" Concrete Sidewalk both Sides	18,000	SY	\$36.00	\$648,000.00
Mobilization (5.00 %)	1	LS		\$32,400.00
Contract Cost				\$680,400.00
E. & C. Cost (15%)				\$102,060.00
Construction Cost				\$782,460.00
NC-DOT Participation		50%		\$391,230.00
City of Fayetteville		50%		\$391,230.00

Note: Estimate is for Preliminary use only. Quantities and Unit Prices are subject to change.

CC: File

NORTH CAROLINA

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

CUMBERLAND COUNTY

DATE: 1/2/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-4405

AND

WBS Elements: 39049.1.1
39049.2.1
39049.3.1

CITY OF FAYETTEVILLE

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 Fayetteville, 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-4405, in Cumberland 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 Roadway Improvement on US-401 (Raeford Road) from West of Hampton Oaks Drive to East of Fairway Drive.
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 along both sides of Raeford Road. The Department shall also include the following betterments: Bus Stop Pads and Drainage Improvements. 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. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all municipally-owned utilities in conflict with the Project and 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.
 - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
 - B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
 - C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
 - D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
 - E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

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, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department. 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.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for all sidewalk 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. The Department shall participate in fifty percent (50%) of the actual cost 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 \$782,460.00. The estimated cost to the Municipality is \$391,230.00. Both parties understand that this is an estimated cost and is subject to change.
 - B. For all other Betterments, the Municipality shall participate as follows:

- 4" Concrete Bus Stop Pads (40 @ 8' x 20') - 48" RC Pipe Culv., Class IV (in lieu of 24") - Masonry Drainage Structures - Pipe Removal	100%	\$118,529.30
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Both parties understand that this is an estimated cost and is subject to change.

TOTAL ESTIMATED COST TO THE MUNICIPALITY: \$509,759.30

- C. 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.
- D. 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, 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 FAYETTEVILLE

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 _____ of the local governing body of the City of Fayetteville
as attested to by the signature of Clerk of said governing body on _____ (Date)

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 Fayetteville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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