



MEMORANDUM

TO: Mayor and City Councilors

FROM: Rich Olson, City Manager

DATE: January 22, 2015

REF: Consideration - Execution of NCDOT Supplemental Agreement for Bike Trail Project

BACKGROUND:

In January 2005, the City requested that Congressman Butterfield earmark funds in the Transportation Reauthorization Bill for the construction of a Greenways Trail Project. On September 20, 2005, we received notification from the North Carolina Department of Transportation that the project had been funded and the project was incorporated into the NC Transportation Improvement Plan as Project E-4991.

The original Municipal Agreement E-4991 is similar to other municipal agreements the City has executed with NCDOT. The original project consisted of the construction of an eight-foot wide asphalt path, approximately four miles in length from the new Wal-Mart store to Pritchard Street. City staff was required to follow federal guidelines for procuring engineering services, which is the same process we have historically followed. Now designed, the project has been approved by the NCDOT Bicycle and Pedestrian Division, as required. All applicable NCDOT and federal DOT rules will apply to this project.

Initially, the City received notification from Congressman Butterfield's office that the City would receive \$500,000 for the project. But due to the recession, that amount was reduced to \$439,808. The City is required to match all NCDOT funds with a contribution of 20%. Including the match, the total value of the project was then \$527,769, with the City being responsible for 100% of the costs over \$527,769. The City's match will come from developers who will be doing projects on the Halstead Connector. The City will be required to maintain the bike path for twenty (20) years.

ANALYSIS:

The City has received a Supplemental Agreement, prepared by NCDOT, to address a number of outstanding issues caused by the extended delay of this project. The City must now complete the project by June 30, 2016. City staff had scheduled a bid opening for January 29, 2015, but failed to have three bidders present for the mandatory pre-bid meeting. The bid opening has been rescheduled and will now occur on February 12, 2015. The original agreement covered the entire bike path from the City's second delivery point to the Wal-Mart store. Due to issues associated with acquiring easements, the scope of the project has been changed from the second delivery point to Forest Park Road. As stated, the original grant award was cut to \$439,808, which reflects only federal pass-through dollars. NCDOT has agreed to participate in the amount of \$72,947. Now the project has a total value of \$640,943, with total outside funding totaling \$512,755. \$450,000 was budgeted for this project and a budget amendment to reflect this difference will be required.

FINANCIAL:

The Finance Committee discussed this matter during their meeting of January 21, 2015. Upon motion by Councilman Donnelly, seconded by Councilman Horton, the committee unanimously recommended approval by the City Council.

STAFF RECOMMENDATION:

By motion, authorize Mayor Joseph W. Peel to execute the Supplemental Agreement (attached) with the North Carolina Department of Transportation for project TIP#EB-4991 and adopt the required budget amendment for the project, as presented.

RCO/vdw

BUDGET AMENDMENT

BE IT ORDAINED by the City Council of the City of Elizabeth City that the following amendment be made to the annual budget ordinance for fiscal year ending June 30, 2015:

SECTION I. That the DOT Bike Trail Grant (103490.6206) be increased by \$62,755, the Bike Trail Development Fees (103490.6207) be increased by \$128,188, and Parks & Recreation Bike Trail Project (106200.7313) be increased by \$190,943.

(To record additional funding for Bike Trail Grant.)

ADOPTED, this 26th day of January 2015.

Joseph W. Peel, Mayor

Vivian D. White, NCCMC, City Clerk

NORTH CAROLINA
PASQUOTANK COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 1/20/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-4991

AND

WBS ELEMENTS: PE 41829.1.1

ROW 41829.2.1

CITY OF ELIZABETH CITY

CON 41829.3.F1

OTHER FUNDING:

FEDERAL-AID #: HPPSTP-0111(16)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$72,947

THIS 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 Elizabeth City, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/12/2007, entered into a certain Project Agreement for the original scope: the construction of an approximately four mile, 10-foot wide asphalt facility to link residential areas and recreational destinations in the downtown area of Elizabeth City, programmed under Project EB-4991; and,

WHEREAS, the Municipality is requesting a revision to the scope and additional time to complete the Project; and,

WHEREAS, the Department has adjusted figures available for the High Priority funding; and,

WHEREAS, new uniform guidance concerning audits, procurement, and grant administration has been issued by the Office of Management and Budget (OMB);

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

1. The Project shall consist of the construction of a 0.9 mile long, 10-foot wide asphalt trail along Halstead Boulevard in Elizabeth City.

15. The Municipality shall complete the Project by June 30, 2016. The Municipality is responsible for the submittal to the Department's Bicycle and Pedestrian Division project evaluation reports quarterly that assess the progress and potential benefits realized for the project as required by federal regulations governing reimbursement of Congressional funding. Completion for the project is defined as completion of all construction activities, acceptance of the project by the Municipality, and submittal of a final reimbursement request to the Department. This completion date also includes time for the Department to process material and test certification, assessment of any charges due the Department by the Municipality, and closing the project in the Federal Highway Administration's Financial Management Information System (FMIS).

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet the milestone dates included herein.

17. Activities eligible for funding reimbursement for this project shall include environmental documentation, contract administration, construction, testing, and inspection. Subject to the availability of federal funds, the Department shall reimburse the Municipality to the extent of eighty percent (80%) of the approved eligible costs covered under this Agreement up to the maximum federal award amount of \$512,755. The Municipality shall provide at least twenty percent (20%) matching funds and all costs that exceed the total estimated cost, per the Funding Table below:

Funding Table

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority	\$512,755	80 %	\$128,188	20 %
Total Estimated Cost			\$640,943	

ADDITIONAL PROVISIONS

33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

34. PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

35. GRANT ADMINISTRATION GUIDANCE

The Municipality shall comply with the requirements of Title 2 Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. This guidance replaces Agreement ID # 5432

Title 49 CFR Part 18; OMB Circular A-102, and OMB Circular A-133, as referenced in the original agreement and is applicable to all funding authorized on or after December 26, 2014.

36. WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$512,755 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and City of Elizabeth City on 9/12/2007 is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the City of Elizabeth City by authority duly given.

L.S. ATTEST: CITY OF ELIZABETH CITY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

NCGS 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 _____ (Governing Board) of the City of Elizabeth City as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

Avan E. Blanchard
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Elizabeth City

DEPARTMENT OF TRANSPORTATION
BY: _____
(CHIEF ENGINEER)
DATE: _____

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