

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
TOWN OF PINEVILLE

INTERLOCAL AGREEMENT FOR
FUNDING OF THE LITTLE SUGAR
CREEK STREAM RESTORATION PROJECT

This Interlocal Agreement for Funding of the Little Sugar Creek Stream Restoration Project is entered into and agreed upon as of December ____, 2017, (the "Effective Date"), by and between MECKLENBURG COUNTY (the "County"), a political subdivision of the State of North Carolina and the TOWN OF PINEVILLE (the "Town"), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the "Parties").

WITNESSETH:

WHEREAS, the County intends to make certain improvements to the water resources along Little Sugar Creek, located between I-485 and the South Carolina state line in Pineville, North Carolina as shown in Exhibit "A" (hereinafter the "Property"), which may include the restoration of streams and Best Management Practices ("BMPs") (hereinafter the "County Project"); and

WHEREAS, the Town is currently interested in improving minor system water resources by making certain improvements on said Property, which may include the restoration of a minor stream tributary of Little Sugar Creek (hereinafter the "Town Project"); and

WHEREAS, since it is in the Parties' mutual best interest to make County Project and Town Project improvements concurrently by developing design plans and completing construction for both the County Project area and the Town Project area concurrently as one project (hereinafter the "Combined Project"); and

WHEREAS, the Parties desire to enter into a funding and development agreement that sets out their respective rights and responsibilities with respect to the Combined Project; and

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this agreement, the County and the Town agree as follows:

1. Combined Project Description. The Combined Project may include a combination of the following: stream restoration; stream enhancement; stream stabilization; habitat structure placement; buffer enhancements; and implementation of structural BMPs. The County will execute and manage both the design and construction contracts for the Combined Project.

2. Exhibit List. The following Exhibits are attached to this agreement and incorporated into and made hereof by reference:

Exhibit A: Map of the Property.

Exhibit B: Combined Project Funding.

Each reference to the agreement shall be deemed to include all Exhibits.

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has selected a consulting engineering firm, Wildlands Engineering (the "Engineer"), which has expertise in the field of water resource design and construction contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the County Project. The Town assigns to the County its right to contract with the Engineer to provide engineering services for the Town Project portion of the Combined Project.
4. Design. The County shall be responsible, through the Engineer, for design of the Combined Project. The design plans will consist of major system improvements (County portion of design plans) and minor system improvements (Town portion of design plans). Upon receipt of the design plans from the Engineer, the County will submit to the Town a copy of the Town Project design plans for review at the 70% design milestone. The Town shall have a maximum of thirty (30) days to review Town Project design plans and provide comments to the County after each design submittal. The Town will have final approval authority for the plans and specifications for the Town project. The County shall also be responsible for contract administration for the design contract and the agreed funding for the County Project and the Town Project as specified in Exhibit "B". The County, with assistance from the Engineering Consultant, will be responsible for separating all costs between the County Project and Town Project.
5. Permits. The County shall, through the Engineer, obtain all Federal, State and local permits necessary to construct the Combined Project. The County will submit to the Town a copy of all permit authorizations related to the Combined Project.
6. Construction Contract. The County shall solicit and obtain bids for the construction of the Combined Project, including all labor, materials and services necessary to execute the work associated with the approved design plans and construction documents and award the contract for such Combined Project to a qualified contractor (hereinafter the "Contractor") in accordance with applicable law. Before awarding any contract, the County must notify the Town of all bidders for the Combined Project and their bid amounts. The County shall also be responsible for contract administration for the construction contract and the agreed funding for the County Project and the Town Project as specified in Exhibit B. The County, with assistance from the Engineering Consultant, will be responsible for separating all costs between with the County Project and Town Project.
7. Warranty Period Maintenance. Upon completion of the construction of the Projects, the County agrees to oversee the one-year warranty maintenance to be

provided by the Contractor.

8. Payment Responsibilities of the Town. The Town agrees to pay up to the amount as described in Exhibit B to the County for the design and construction of the Town Project upon the following conditions being met: The completion of FY ending June 30, 2020.

9. Funding Administration. The County shall be responsible for contract administration for the design contract, the construction contract, and the funding agreement with the Town as specified in Exhibit B. The County, with assistance from the Engineer, will be responsible for separating all costs associated with the Combined Project.

10. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or faxed with a mailed copy to follow, or mailed in a sealed wrapper and deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the County: Mecklenburg County Engineering
2145 Suttle Avenue
Charlotte NC, 28208
Attention: Stephanie Roberts-Bowman,
Project Manager

If to the Town: Town of Pineville
PO Box 249
200 Dover St.
Pineville, NC 28134
Attn: Chip Hill

Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

11. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

12. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the Town and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be

made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

13. Term of Agreement. The term of this agreement shall commence on the Effective Date and shall expire at the conclusion of the one year construction warranty period unless sooner terminated or extended in accordance with the provisions of this agreement.

14. Amendments. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

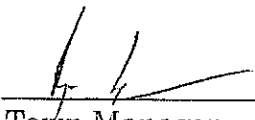
15. Third Party Beneficiaries. This benefit is solely for the benefit of the Parties. No provision of this Agreement shall be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or right.

16. Termination. The Town and County may terminate this Agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the Town Board of Commissioners.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

[Signatures are on following pages]

TOWN OF PINEVILLE:

By: 
Town Manager

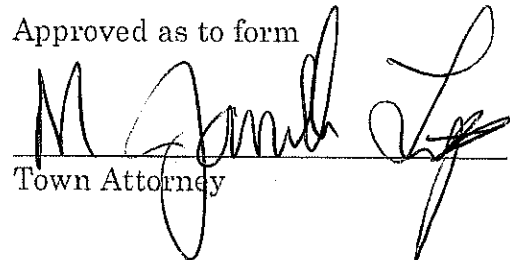
ATTEST:


Town Clerk

[SEAL]

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

BY: 
DIRECTOR OF FINANCE
Town of Pineville

Approved as to form

Town Attorney

MECKLENBURG COUNTY

By: _____
Dena R. Diorio, County Manager

Attest:

Clerk to the Board

APPROVED AS TO FORM

County Attorney

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


BY: _____
Mecklenburg County Director of Finance


Exhibit “A”


PROJECT MAP



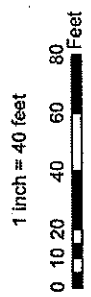
Legend

 Stream Restoration

 Potential Grading Limits

 Parcels

Project Number: 005-13021
Prepared by: Wildlands Engineering Inc.
Drawn By: ASE
Date: October 23, 2017



Little Sugar Creek Greenway- 485 to Polk Historic Site
Mecklenburg County, NC
Leitner Tributary Restoration



Exhibit "B"

COMBINED PROJECT FUNDING

Feasibility Planning and Design

- County agrees to fund 100% of the planning and design of the County Project, *i.e.*, the major system improvements.
- Town agrees to fund 100% of the planning and design, of the Town Project, *i.e.*, the minor system improvements.
- The County must get final approval from the Town for the scope of work after the project is designed and engineered at 100%.

Construction and Construction Administration

- County agrees to fund 100% of the construction of the County Project.
- Town agrees to fund 100% of the construction of the Town Project.
- County and Town agree that construction administration by the Engineer, or a third party, is a cost of construction and that the Town shall fund 100% of said cost associated with the Town Project and County will fund 100% of said cost associated with the County Project.

The total overall cost for Design and Construction of the Town Project shall be in the maximum amount of \$68,575.00. The Town will not be responsible for amounts above \$68,575.00 unless the scope has changed and is approved by the Town of Pineville. The County reserves the right to not proceed with construction if the cost of the project exceeds \$68,575.00.

Reimbursement

- Town and County agree that Town shall reimburse no later than June 30, 2020

Miscellaneous

- All miscellaneous costs associated with the Town Project areas (*e.g.*, educational, signs, administrative, etc.) will be paid by the Town.
- All miscellaneous costs associated with the County Project areas will be paid by the County.



Leitner Tributary Design Task

November 1, 2017

Task 1: Survey

Wildlands will survey up to three (3) geomorphic cross-sections along the project reach that will be used to assess existing conditions for the development of applicable permits.

Task 2: Design Development

This task includes plan views showing the proposed stream horizontal alignment and typical spacing of in-stream structures, a planting list for the banks of the stream, representative details of in-stream structures, and up to two typical sections cut through the stream from terrace to terrace to illustrate proposed bank grading and planting. The design will achieve bank stability and habitat enhancement goals for the stream corridor while being compatible with adjacent greenway landscaping goals.

Task 3: Construction Documents

Wildlands will prepare 75% and 100% submittals of the following stream enhancement design plans:

- Plan views with proposed contours at one-foot intervals from bankfull to top of terrace;
- Planting plans with layout areas showing zones by type and size;
- Profile showing existing ground, floodplain bench elevation, and proposed stream thalweg;
- Typical sections (up to two sections will be drawn to illustrate stream dimension, bank slopes and proposed planting);
- Details related to stream structures and stream planting techniques;
- Technical specifications for construction items; and
- Engineer's construction cost estimate and bid tab.

Task 4: Direct Expenses

Wildlands travel expenses, long distance telephone expenses, delivery expenses, and reproduction expenses are included in this task.

Task 5: Construction

This task represents a conceptual construction cost estimate based on previous similar projects. The cost estimate includes a 5% contingency. A final, detailed engineer's construction cost estimate will be developed once final construction documents are finalized as detailed in Task 3.



WILDLANDS
ENGINEERING

Wildlands will provide the services for Task 1 - 4 on a lump sum basis as detailed below.

Task	Description	Fee
1	Survey	\$1,360.00
2	Design Development	\$7,300.00
3	Construction Documents	\$4,780.00
4	Direct Expenses	\$135.00
5	Conceptual Construction Cost	\$55,000.00
	TOTAL	\$68,575.00