

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

INTERLOCAL AGREEMENT FOR THE  
BICENTENNIAL GREENWAY REPAIRS PROJECT

This Interlocal Agreement for the Bicentennial Greenway Repairs Project (the “Agreement”) is entered into and agreed upon as of March 1, 2025, (the “Effective Date”), by and between the **COUNTY OF GUILFORD** (the “County”), a political subdivision of the State of North Carolina and the **CITY OF HIGH POINT** (the “City”), a municipal corporation organized under the laws of the State of North Carolina (together, hereinafter the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Bicentennial Greenway is a regional trail running through Guilford County, Greensboro, and High Point. Developed and managed by Guilford County, approximately seven miles run from the Piedmont Environmental Center to Highway 68 in High Point;

**WHEREAS**, the City has received bids to coordinate site repairs, specifically to remove the deteriorated boardwalk/bridge, clearing and grubbing, installing a 48” HP pipe, repairing the asphalt surface course and replacing the boardwalk/bridge, and seeding (hereinafter the “Repairs” or “Project”) a part of the Bicentennial Greenway between Regency Drive and Piedmont Parkway (hereinafter “location”) which is located within the City’s jurisdiction;

**WHEREAS**, the County is interested in financially assisting to ensure the Repairs are completed in the location as it manages the Bicentennial Greenway;

**WHEREAS**, it is in the Parties’ mutual best interest for the City and County to assist financially in the Repairs;

**WHEREAS**, the Parties desire to enter into a funding agreement that sets out the respective rights and responsibilities with respect to the Repairs;

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

1. Combined Project Description. The Repairs includes clearing and grubbing the location, removing the existing wood walkway, installing a 48” HP Pipe, installing stone for trench stabilization and pipe bedding, rip rap installed with fabric, miscellaneous grading, borrow material, installing new asphalt path 10’ wide, remove and replace existing asphalt path and seeding.
2. Exhibit List. The following Exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A: Map of the Property.

Exhibit B: Proposal of Breece Enterprises

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

3. Permits. The City shall obtain any and all Federal, State and local permits necessary to ensure Repairs are completed lawfully.

4. Construction Contract. The City obtained informal bids for the Repairs, including all labor, materials and services necessary to execute the work associated with the Project and construction documents, and award the contract to a qualified contractor (hereinafter the “Contractor”) in accordance with applicable law. The City will not award a contract for the Repairs in excess of the amount of this Agreement without express written authorization by the County. The City will be responsible for managing all aspects of the Repairs such as coordination between the City and Contractor, review and response to requests for information, pay application review and approval, project punch list, as-built and/or final walkthroughs and closeout for the purpose of the Project/Repairs, and all other tasks typically associated with a repair or construction project.

5. Payment Responsibilities of the County. The County agrees to make payment to the City for Repairs for half the total amount of the Repair costs, not to exceed \$32,500.00 and the following conditions: the City will encumber the total amount of the Repairs (the total of the City’s and County’s cost) from City funds. The County’s total financial responsibility for the project will be remitted in one (1) payment. The invoice will be issued from the City to the County thirty (30) days after the final invoice is issued. The final invoice will be preceded by the City’s final acceptance of the Repairs including a review and approval by the County or its designated representative, and upon the City causing the contractor to correct any defects associated with the Repairs/Project. The County’s payment to the City shall be made within thirty (30) days of approval by County of work performed and Project accepted by City.

6. Funding Administration. The City shall be responsible for contract administration for the construction contract, and the funding agreement with the County. No payment will be made to the Contractor, by the City, for work that is deemed not acceptable to the County or their designated representative.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if (i) emailed, (ii) delivered personally or by courier, (iii) faxed with confirmation of receipt , or (iv) 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:            Guilford County  
                                         Attn: Erris Dunston, Assistant County Manager  
                                         301 W. Market Street  
                                         Greensboro, NC 27401

If to the City:                City of High Point  
                                         Attn: Tasha Hogan, City Manager

211 S. Hamilton St. High  
Point, NC 27260

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.

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

9. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the City and County Managers or their designees will first be attempted to be resolved by mediation.

10. 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.

11. 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.

12. Termination. The Parties may terminate this agreement at any time by mutual consent under such terms as may be agreed to in writing by authorized representatives of both parties.

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]

CITY OF HIGH POINT

By: \_\_\_\_\_  
Cyril Jefferson, City Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

City Attorney

GUILFORD COUNTY

By: \_\_\_\_\_  
Erris Dunston, Assistant County Manager

Attest:

\_\_\_\_\_  
Robin B. Keller, Clerk to the Board

\_\_\_\_\_  
Dwight Godwin, Guilford County Department Director

## BICENTENNIAL GREENWAY GIS PROPERTY MAP

Search Results (1 Parcels) X

More

Clear all

CITY OF HIGH POINT

4125 PIEDMONT PKWY

[CAMA Report](#)
[Community Info](#)

[Well and Septic](#)
[Neighborhood Sales](#)

[Parcel Verify](#)
[Tax Appraisal Information](#)

[Tax Bill](#)
[Owner History](#)
[Oblique Photos](#)

Parcel Number	207775
PIN	7814707471
Owner	CITY OF HIGH POINT
Mail Address	PO BOX 230
Mail City	HIGH POINT
Mail State	NC
Mail Zip	27261
Property Address	4125 PIEDMONT PKWY
Legal Description	
Deed	<a href="#">003781-01064</a>
Plat	<a href="#">143-91</a>
Condo	
Total Assessed	0
Total Building Value	0
Total Out Building Value	0



UNDERGROUND UTILITY CONSTRUCTION  
HIGH POINT, NC • Est. 1985

631 OLD THOMASVILLE RD

HIGH POINT, NC 27260

PHONE: (336) 841-0889 FAX: (336) 841-0847

# INVOICE

MR. TREVOR SPENCER

CITY OF HIGH POINT

4/15/2025

GREENWAY PROJECT

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	REMOVED FAILING WOOD WALKWAY AND INSTALLED 48" CULVERT PIPE AS QUOTED ON 3/17/2025	1	LS	\$ 65,000.00	\$ 65,000.00
TOTAL AMOUNT DUE:					\$ 65,000.00