## CITY OF HIGH POINT AGENDA ITEM



TITLE: Utility Construction Agreement: U-4015A, 1556)	Gallimore Dairy Road Widening Project (SR
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: 3/4/2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Utility Construction Plans (color coded Cost Estimate Utility Construction Agreement	i)

**PURPOSE:** Approval of the Utility Construction Agreement (UCA) and construction costs associated with the upcoming North Carolina Department of Transportation (NCDOT) initiated roadway widening project U-4015A on Gallimore Diary Road (SR 1556).

**BACKGROUND:** The North Carolina Department of Transportation (NCDOT) has prepared construction plans for widening Gallimore Dairy Road from NC Highway 68 – Eastchester Drive (Lynwood Smith Expy.) to south of Airpark Road in Greensboro

This project will require incidental water and sewer improvements which will be accomplished in conjunction with this NCDOT project. The City of High Point owns water and sewer utilities that will be impacted by the project's construction and will be responsible for a portion of the utility construction costs in the estimated amount of \$74,161. This amount is representative of non-betterment utility construction on water and sewer utilities that were previously located in NCDOT right-of-way. The City of High Point water and sewer utilities are located between S. Chimney Rock Road and NC Highway 68. All utility work will be performed by the NCDOT's construction contractor.

This NCDOT project is scheduled for bid letting in December 2024 and construction is expected to last 3 years.

**BUDGET IMPACT:** The utility construction estimated costs are \$74,161. The NCDOT will perform the utility work within their contract and send the City an invoice once the project is completed. Funds are budgeted in the Capital Improvement Plan (CIP) ahead of the estimated completion date, which is currently FY 2028.

**RECOMMENDATION/ACTION REQUESTED:** The Public Services Department recommends approval of the Utility Construction Agreement and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT for an estimated total cost of \$74,161.

GREENSBORO

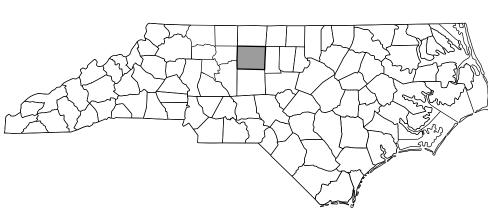
## STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

T.I.P. NO. SHEET NO. UC-1 U-4015A

# UTILITY CONSTRUCTION PLANS GUILFORD COUNTY

LOCATION: SR 1556 (GALLIMORE DAIRY RD.) FROM NC 68 -EASTCHESTER DR (LYNWOOD SMITH EXPY.) TO SOUTH OF AIRPARK RD. IN GREENSBORO

TYPE OF WORK: UTILITY CONSTRUCTION



UTILITY AGREEMENT PLANS

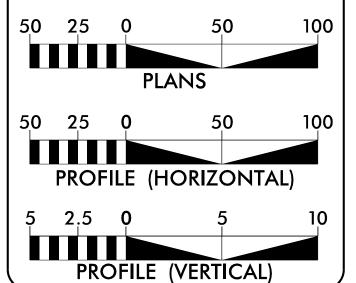
### EXHIBIT A

### AGREEMENT PLANS

COST BREAK	DOWN LEGEND
STATE COST	
CITY OF GREENSBORO COST	
CITY OF HIGH POINT	

BEGIN TIP PROJECT U-4015A -L- POT STA. 10+25.00 END TIP PROJECT U-4015A -L- POT STA. 66+00.00NC 68 – EASTCHESTER DR AIRPARK RD (LYNNWOOD SMITH EXPRESSWAY) END PROPOSED CULVERT -UC-5A -L- STA. 25 + 87.51 UC-6 6 UC-7 TO SANDY GALLIMORE DAIRY ROAD PROPOSED 4@13'X11' RCBC SR 1556
SR 1556
GALLIMORE DAIRY ROAD EXTENSION (-L- STA. 25 + 58.50) POINT SR 1554 S. CHIMNEY ROCK RD -DR1-GREEN POINT DRIVE PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION BEGIN PROPOSED CULVERT -L- STA. 25 + 29.48 **DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED** 

GRAPHIC SCALES



### INDEX OF SHEETS

**DESCRIPTION:** SHEET NO.: TITLE SHEET UTILITY SYMBOLOGY **NOTES** UC-3A THRU UC-3D DETAILS UTILITY CONSTRUCTION SHEETS UC-4 THRU UC-8 UC-9 THRU UC-11 PROFILE SHEETS

## WATER AND SEWER OWNERS ON PROJECT

A) WATER - CITY OF GREENSBORO B) SEWER - CITY OF GREENSBORO C) WATER - CITY OF HIGH POINT

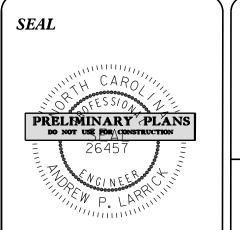
D) SEWER – CITY OF HIGH POINT

Andy Larrick, P.E. CONSULTANT CONTACT #1 Steve McKee, P.E. CONSULTANT CONTACT #2 Ralph Lowe CONSULTANT CONTACT #3

DAVIS • MARTIN • POWELL ENGINEERS & SURVEYORS

PREPARED IN THE OFFICE OF:

PHONE: (336)886-4821 FAX: (336)886-4458 WWW.DMP-INC.COM LICENSE: F-0245





**DIVISION OF HIGHWAYS DIVISION** 7 1584 YANCEYVILLE STREET GREENSBORO, NC 27415-4996 PHONE (336) 487–0000 FAX (336) 334–3637

Pat Wilson, PE Chris Smitherman, PE

Kelvin Martin

DIVISION PROJECT DELIVERY ENGINEER DIVISION PROJECT TEAM LEAD **DIVISION UTILITY ENGINEER** 

## STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

# UTILITIES PLAN SHEET SYMBOLS

## PROPOSED WATER SYMBOLS

## Water Line (Sized as Shown) - — — — — — 11½ Degree Bend -———————— 45 Degree Bend -————————\* 90 Degree Bend -—————— Plug -----Cross-————————————<del>|</del> Gate Valve-————————————————————— Butterfly Valve ———————— $\stackrel{\scriptscriptstyle\mathsf{BV}}{\longleftarrow}$ Tapping Valve ————————— Line Stop ------Line Stop with Bypass—————— Fire Hydrant-————————— Relocate Fire Hydrant — — — — — FEH Remove Fire Hydrant———————————————————— Relocate Water Meter — — — — ■ Remove Water Meter — — — — — — REM WM Water Pump Station — — — — — — PS(W) RPZ Backflow Preventer - — — — — PRPZ DCV Backflow Preventer —————— Relocate RPZ Backflow Preventer——— Relocate DCV Backflow Preventer——— PROPOSED SEWER SYMBOLS Gravity Sewer Line \_\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ (Sized as Shown) (Sized as Shown) (Sized per Note) Sewer Pump Station — — — — — — PS(SS)

## PROPOSED MISCELLANOUS UTILITIES SYMBOLS

Power Pole —————————	- <b>6</b>	Thrust Block -————————	· <b>I</b>
Telephone Pole -————————	- <b>-0-</b>	Air Release Valve-———————	AR - ●
Joint Use Pole -———————	- <b>-6</b> -	Utility Vault — — — — — — — —	UV
Telephone Pedestal — — — — — — —	- TEL PED	Concrete Pier — — — — — — — — —	- CP
Utility Line by Others	PROP O/H POW LINES	Steel Pier —————————	- SP
Trenchless Installation $$	- 12" TL INSTALL■	Plan Note -————————	NOTE
Encasement by Open Cut ——————	24" FNCAS BY OC	Pay Item Note — — — — — — — —	PAY ITEM
Encasement - — — — — — — — — — — — — — — — — — —	24" FNCASEMENT		PAY ITEM

## EXISTING UTILITIES SYMBOLS

Power Pole	•	*Underground Power Line-————————	P
Telephone Pole——————————		*Underground Telephone Cable — — — — —	
Joint Use Pole		*Underground Telephone Conduit	
Utility Pole	•	*Underground Fiber Optics Telephone Cable —	
Utility Pole with Base-—————		*Underground TV Cable —————————	ту
H-Frame Pole-——————————	•—•	*Underground Fiber Optics TV Cable————	TV F0
Power Transmission Line Tower-———		*Underground Gas Pipeline - — — — — —	
Water Manhole — — — — — — — — —	₩	Aboveground Gas Pipeline-———————	A/G Gas
Power Manhole — — — — — — — — — — — — — — — — — — —	<b>(P)</b>	*Underground Water Line-———————	
Telephone Manhole - — — — — — — —	$^{ ilde{ to}}$	Aboveground Water Line-———————	A/G Water
Sanitary Sewer Manhole - — — — — —	⊕	*Underground Gravity Sanitary Sewer Line-	ss
Hand Hole for Cable — — — — — —	Ph.	Aboveground Gravity Sanitary Sewer Line-	A/G Sanitary Sewer
Power Transformer-————————		*Underground SS Forced Main Line————	FSS ———
Telephone Pedestal — — — — — — —	T	Underground Unknown Utility Line — — —	?UTL
CATV Pedestal — — — — — — — — —		SUE Test Hole — — — — — ●	
Gas Valve	<b>♦</b>	Water Meter — — — — — — — — —	
Gas Meter — — — — — — — — — — — — — — — — — — —	<b>♦</b>	Water Valve — — — — — — »	
Located Miscellaneous Utility Object — —	⊙	Fire Hydrant-—————— «	
Abandoned According to Utility Records —	AATUR	Sanitary Sewer Cleanout — — — — •	
End of Information — — — — — — —	E.O.I.		

*For Existing Utilities
Utility Line Drawn from Record (Type as Shown)
Designated Utility Line

2. THE EXISTING WATER AND SEWER UTILITIES BELONG TO THE CITY OF GREENSBORO AND THE CITY OF HIGH POINT.

3. ALL WATER LINES TO BE INSTALLED
WITHIN COMPLIANCE OF THE RULES AND
REGULATIONS OF THE NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF WATER RESOURCES,
PUBLIC WATER SUPPLY SECTION. ALL SEWER
LINES TO BE INSTALLED WITHIN COMPLIANCE
OF THE RULES AND REGULATIONS OF THE
NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT QUALITY, DIVISION OF WATER
RESOURCES, WATER QUALITY SECTION.
PERFORM ALL WORK IN ACCORDANCE WITH THE
APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

## PROJECT SPECIFIC NOTES:

1. UNLESS OTHERWISE NOTED, PIPE AND FITTINGS FOR PROPOSED WATER MAINS 4" DIAMETER AND LARGER SHALL BE DUCTILE IRON, PC 350.

2. UNLESS OTHERWISE NOTED, PIPE AND FITTINGS FOR PROPOSED GRAVITY SEWER MAINS 8" DIAMETER AND LARGER SHALL BE DUCTILE IRON, PC 350.

3. UNLESS OTHERWISE NOTED, PIPE AND FITTINGS FOR PROPOSED SEWER FORCE MAINS 20" DIAMETER AND LARGER SHALL BE DUCTILE IRON, PC 250.

4. THE INTERIOR OF THE PROPOSED SEWER FORCE MAIN PIPE AND FITTINGS SHALL BE LINED WITH CORROSION-RESISTANT CERAMIC EPOXY COATING AS DESCRIBED IN THE UTILITY CONSTRUCTION PROJECT SPECIAL PROVISIONS.

5. WATER LINE VALVES SHALL BE RESILIENT-SEAT GATE VALVES CONFORMING TO ANSI/AWWA C509 OR ANSI/AWWA C515, AND SHALL BE RATED FOR A MINIMUM WORKING PRESSURE OF 250 PSI.

6. TEMPORARY BYPASS PUMPING OF FLOW IN EXISTING GRAVITY SEWER LINES WILL BE REQUIRED WHEN INSTALLING NEW SEWER LINES IN THE SAME HORIZONTAL ALIGNMENT AS THE EXISTING SEWER LINES, AND WHEN TYING PROPOSED MH'S INTO EXISTING SEWER LINES. SEE DIVISION 15, SECTION 1520-3-A-1 OF THE NCDOT STANDARD SPECIFICATIONS. COSTS FOR TEMPORARY BYPASS PUMPING SHALL BE INCIDENTAL TO THE CONTRACT.

7. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTIONS 102, 107, AND 1550 OF THE STANDARD SPECIFICATIONS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.

8. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY SYSTEM OWNERS AT LEAST TWO (2) WEEKS IN ADVANCE OF ANY WORK INVOLVING SHUT-DOWNS OF EXISTING WATER OR SEWER MAINS.
THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER SERVICE TO CUSTOMERS WHEN EXISTING WATER MAINS HAVE TO BE SHUT DOWN FOR MORE THAN 8 HOURS.

9. THE CONTRACTOR SHALL REPLACE ANY DAMAGED SEWER LATERALS AND/OR CLEANOUTS AS DIRECTED BY THE ENGINEER. ESTIMATED QUANTITIES HAVE BEEN ADDED TO THE CONTRACT TO FACILITATE THIS PROCEDURE.

DESIGNED BY: DMP

DRAWN BY: DMP

CHECKED BY: DMP

APPROVED BY:

REVISED:

NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION

UTILITIES ENGINEERING SEC.
PHONE: (919)707-6690
FAX: (919)250-4151

UC-3

UC-3

PRELIMINARY PLANS
DO NOT USB FOR CEDISTRUCTION

PLANS ONLY

SHEET NO.

PROJECT REFERENCE NO.

### UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PRELIMINARY PLANS

UTILITY AGREEMENT PLANS

## LIST OF STANDARD DRAWINGS

1515.01 WATER METER

1515.02 FIRE HYDRANT

1520.01 SEWER CLEAN OUT

UTILITY CONSTRUCTION PLANS PREPARED BY:

DAVIS • MARTIN • POWELL

ENGINEERS & SURVEYORS

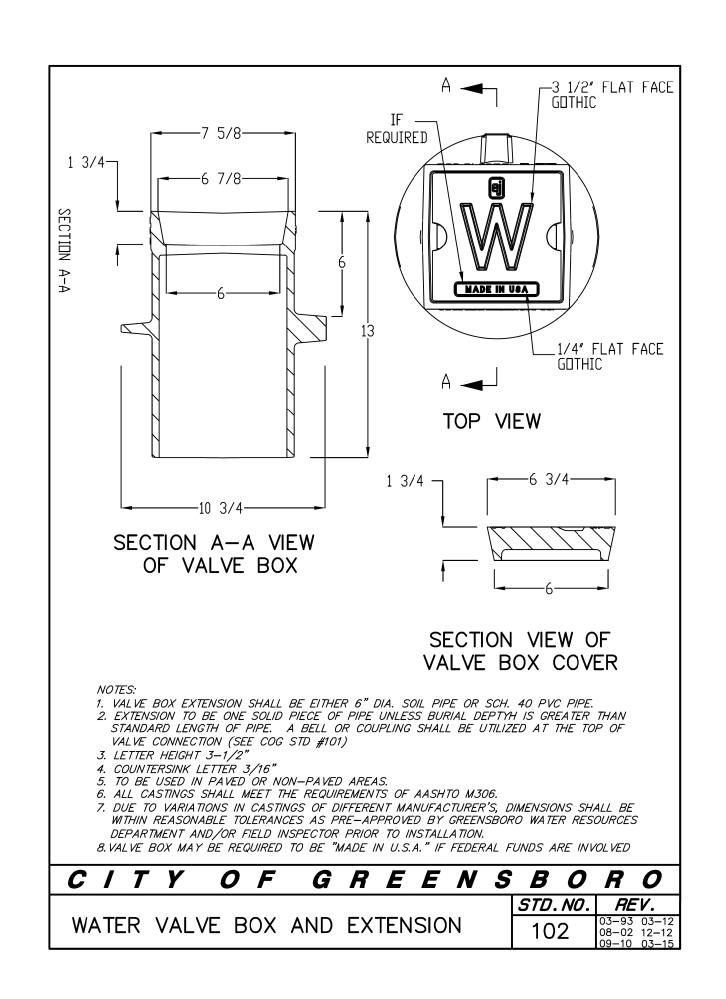
6415 OLD PLANK RD, HIGH POINT, NC 27265

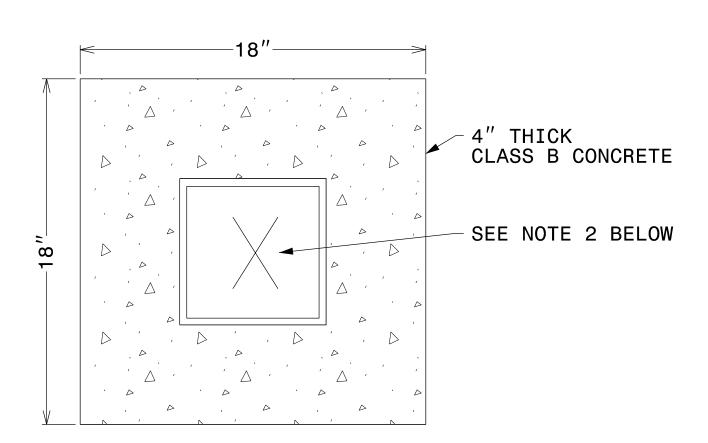
PHONE: (3361886 4821 FAY: (336)886 4458

VISIONS

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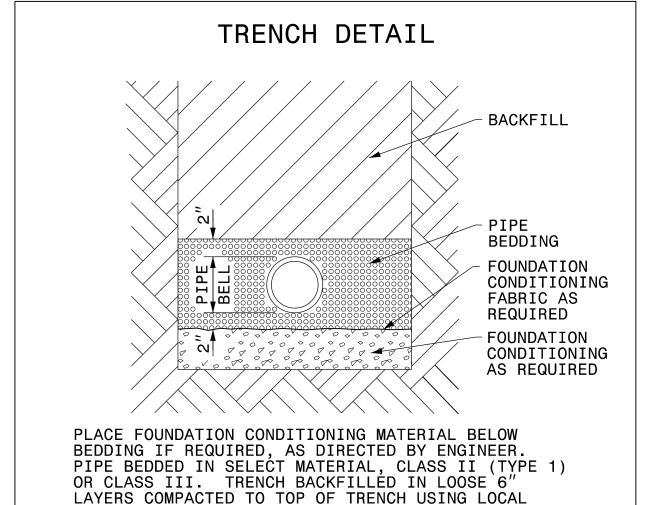




#### CONCRETE COLLAR FOR COG VALVE BOX

- 1. PROVIDE CONCRETE COLLARS FOR ALL VALVE BOXES THAT ARE NOT IN PAVED AREAS.
- 2. VALVE BOX LIDS SHALL HAVE THE LETTER "W" FOR WATER VALVES, OR "S" FOR SEWER VALVES.

		RENCH WIDTH OF PIPE	
NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)	NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)
4	28	20	44
6	30	24	48
8	32	30	54
10	34	36	60
12	36	42	66
14	38	48	72
16	40	54	78
18	42	60	84



EXCAVATED MATERIAL IF APPROVED BY THE ENGINEER

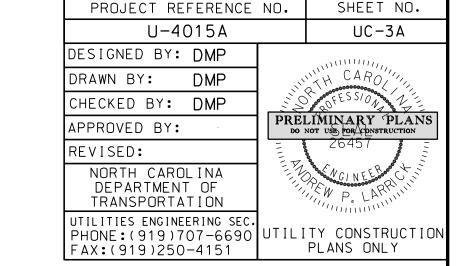
OR SELECT MATERIAL. ALL MATERIAL SHALL BE FREÉ

COMPACTIÓN SHALL BE TO APPROXIMATELY 95% DENSITY

IN ACCORDANCE WITH AASHTO T-99 AS MODIFIED BY THE

OF ROCKS, FOREIGN MATERIAL, AND FROZEN EARTH.

DEPARTMENT OF TRANSPORTATION.

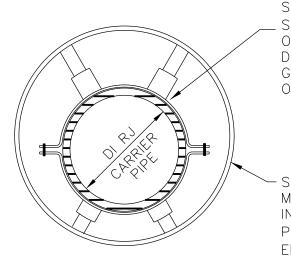


### UTILITY CONSTRUCTION

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PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION

UTILITY AGREEMENT PLANS



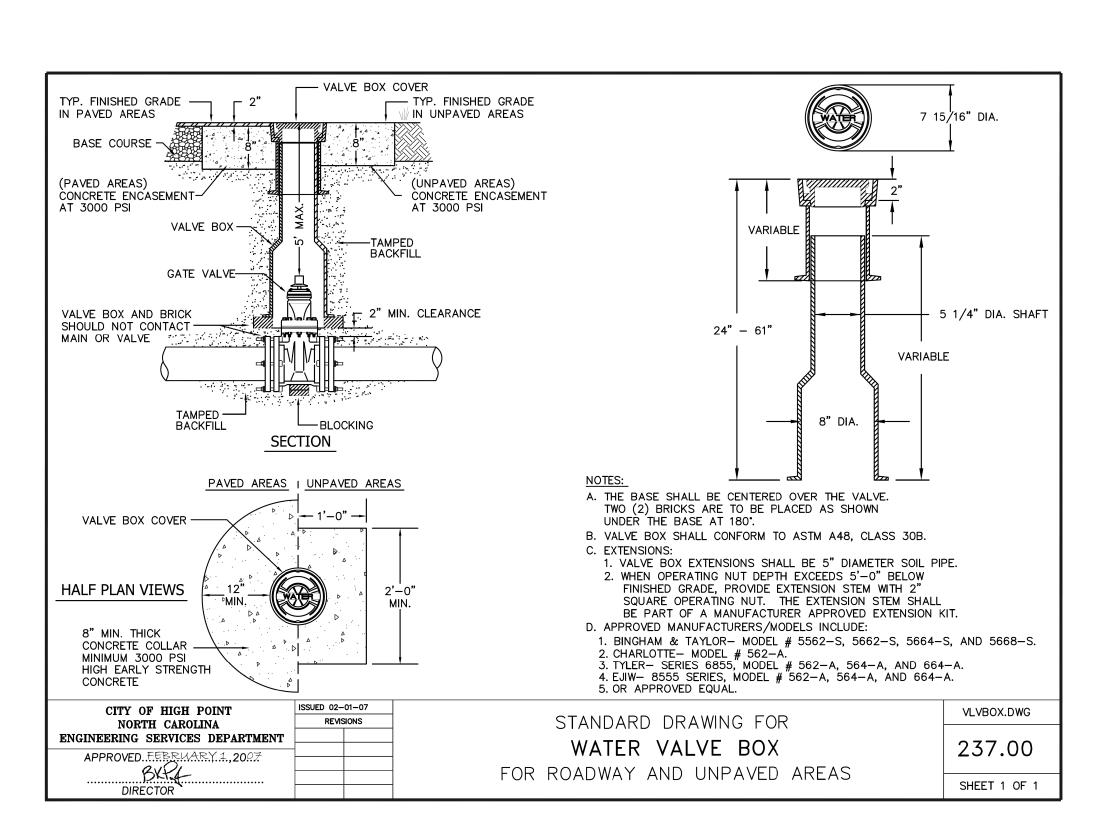
STAINLESS STEEL CASING SPACER, TWO (2) PER LENGTH OF PIPE MINIMÙM, ADEQUATELY DESIGNED TO MAINTAIN PROPER GRADE & ALIGNMENT INDICATED ON PLANS

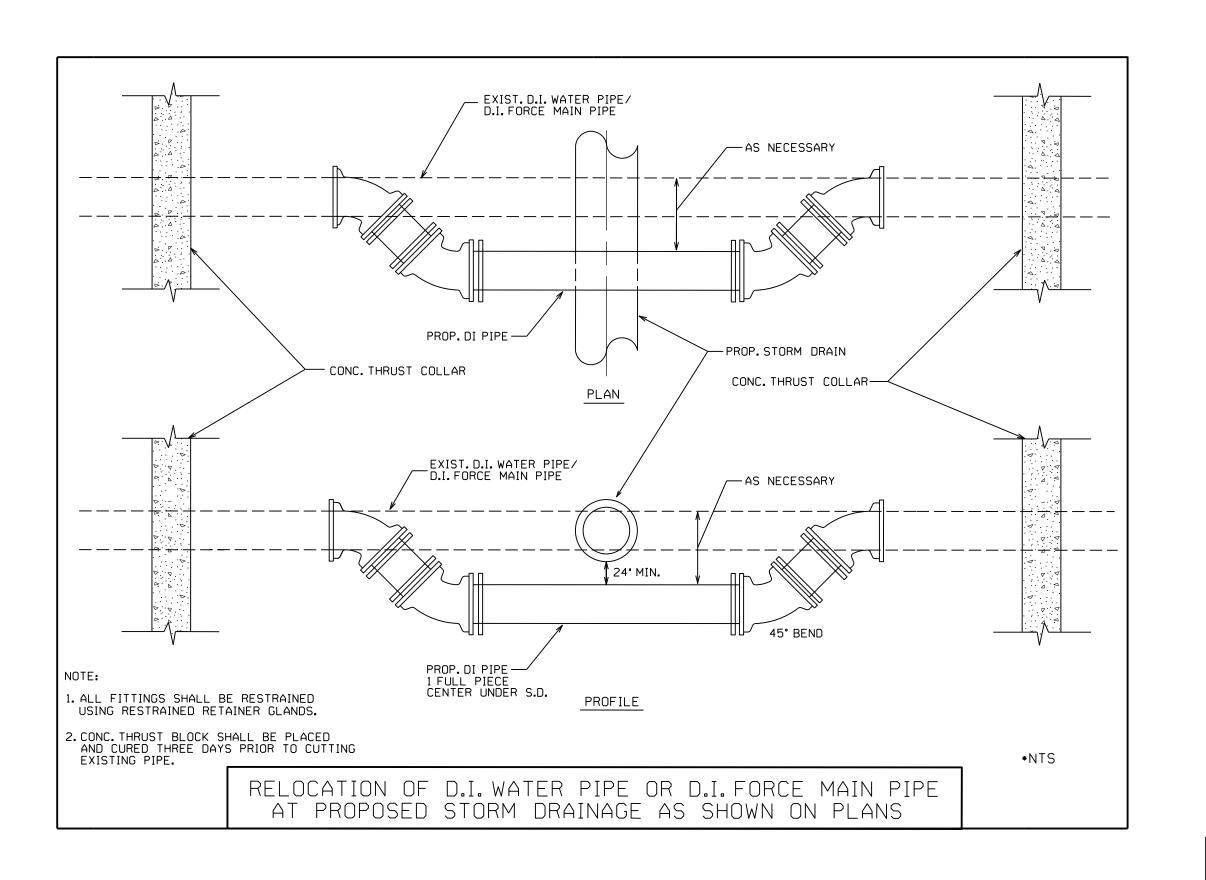
STEEL ENCASEMENT PIPE (DIAMETER, MINIMUM WALL THICKNESS, AND INSTALLATION METHOD NOTED ON PLANS AND/OR PROFILES FOR EACH ENCASEMENT)

<u>notes:</u> 1. enclose ends with brick masonry. 2. PROVIDE 1" WEEP HOLE AT LOW END OF ENCASEMENT.

3. SEE 2024 NCDOT STANDARD SPECIFICATIONS, DIVISION 15, SECTIONS 1540 AND 1550, FOR OTHER REQUIREMENTS.

TYPICAL ENCASEMENT PIPE SECTION N.T.S.







PROJECT REFERENCE NO. SHEET NO.

U-4015A

DESIGNED BY: DMP

DRAWN BY: DMP

CHECKED BY: DMP

APPROVED BY:

REVISED:

NORTH CAROL INA
DEPARTMENT OF
TRANSPORTATION
UTILITIES ENGINEERING SEC.

FAX:(919)250-4151

## UTILITY CONSTRUCTION

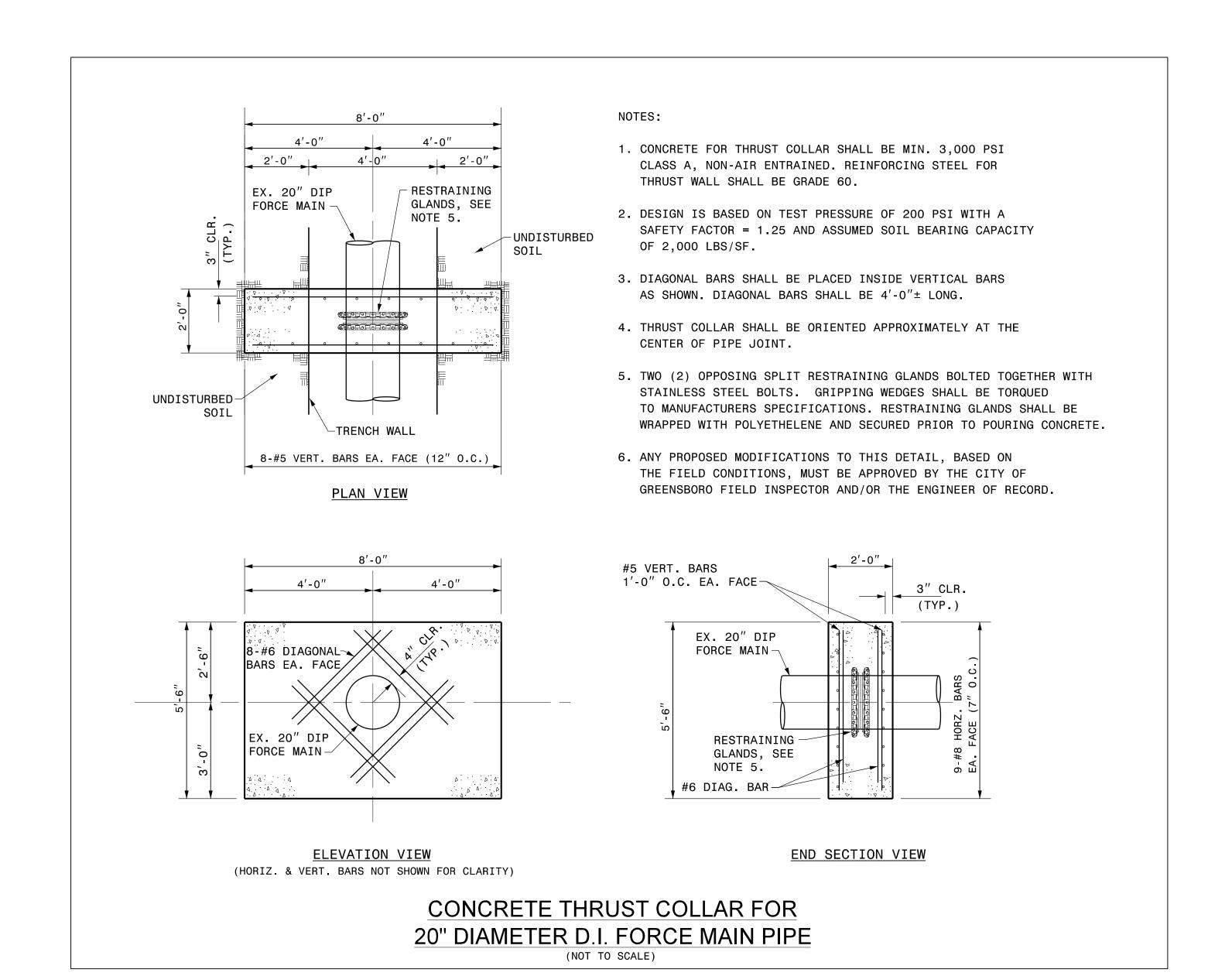
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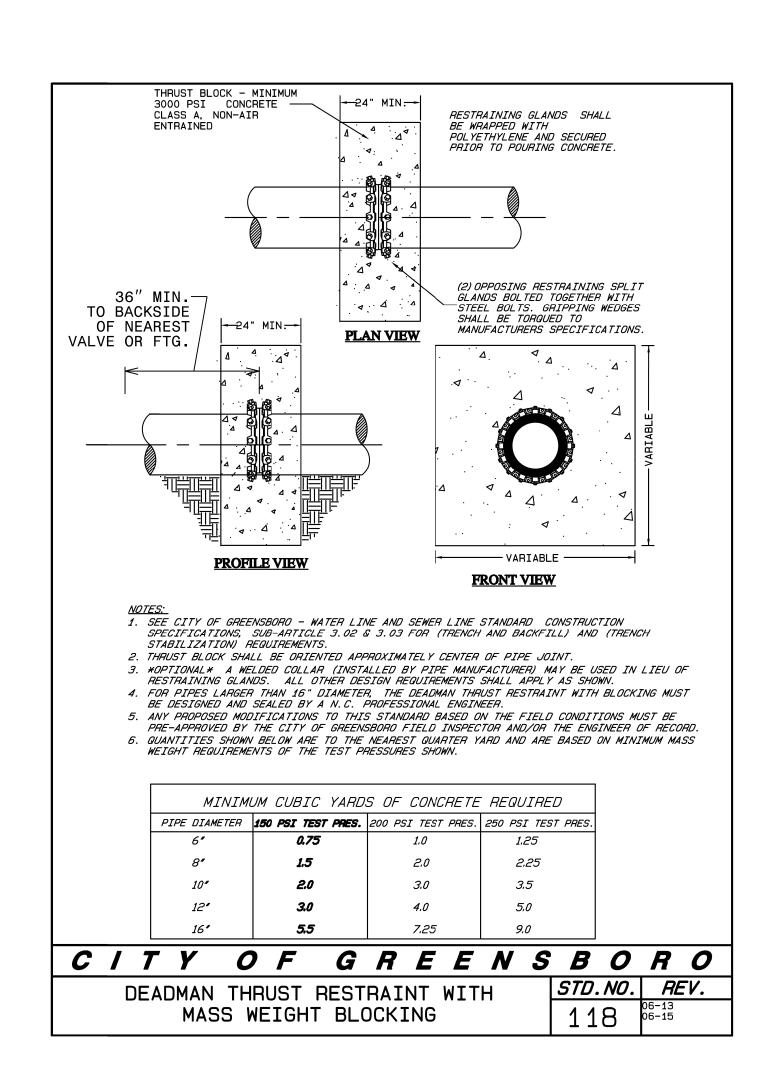
PHONE: (919)707-6690 UTILITY CONSTRUCTION

PLANS ONLY

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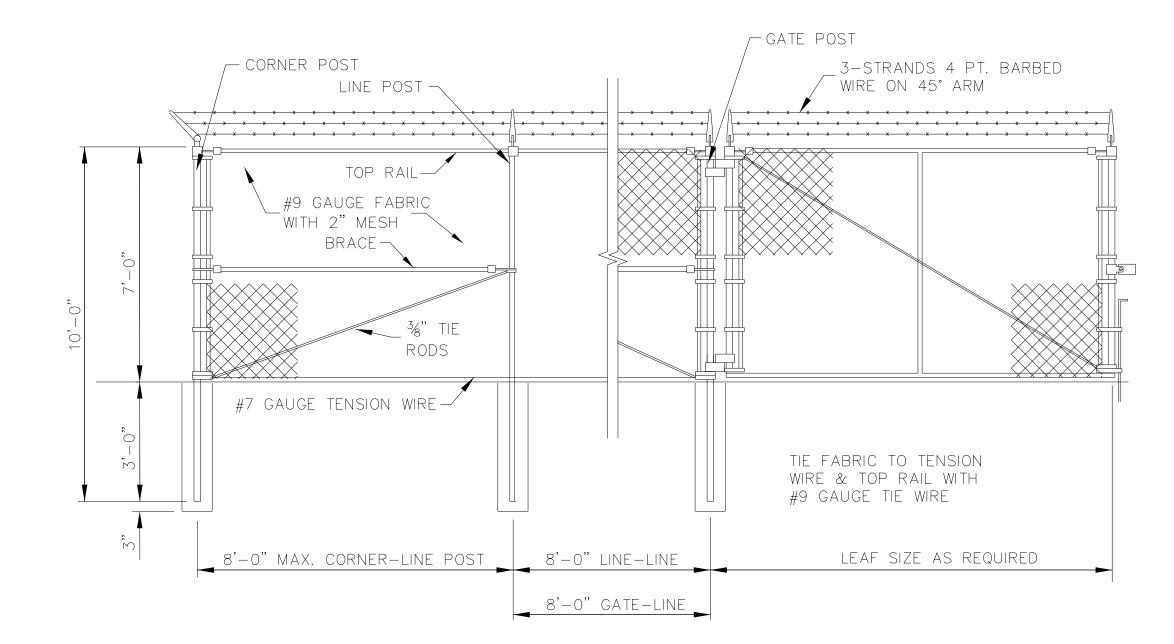
UTILITY AGREEMENT PLANS





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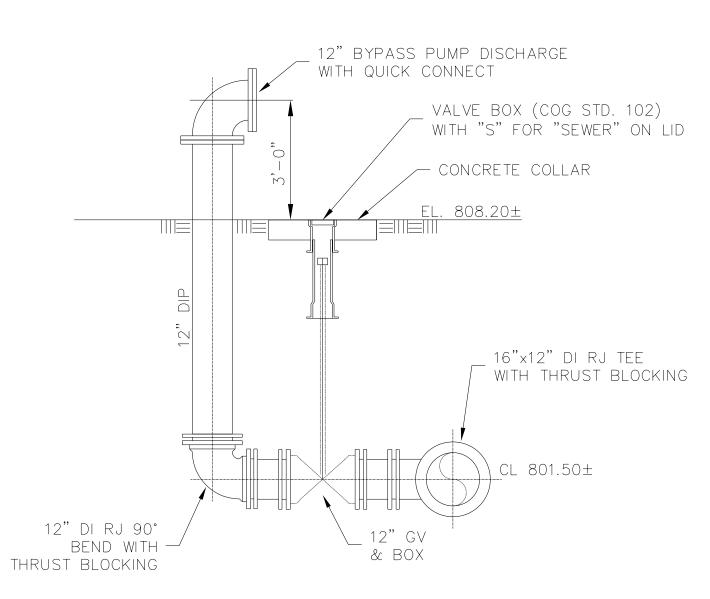
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	FRAME	WORK CHART	
FABRIC HEIGHT	LINE POST	TOP RAIL	END/CORNER POST
4'-6'	2" O.D.	1 5/8" O.D.	2 1/2" O.D.
7'-9'	2 1/2" O.D.	1 5/8" O.D.	3" O.D.
10'-12'	3" O.D.	2" O.D.	4" O.D.
OVER 12'	4" O.D.	2" O.D.	4" O.D.

GATE POST SIZE	
GATE LEAF SIZE	GATE POST
6' OR LESS	3" O.D.
6'-12'	3" O.D.
12'-20'	4" O.D.
20'-24'	6 5/8" O.D.
OVER 24'	8 5/8" O.D.

# CHAIN LINK FENCE WITH BARBED WIRE



BYPASS PUMP CONNECTION
N.T.S.

DESIGNED BY: DMP

DRAWN BY: DMP

CHECKED BY: DMP

APPROVED BY:

REVISED:

NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION

UTILITIES ENGINEERING SEC.
PHONE: (919)707-6690
FAX: (919)250-4151

SHEET NO.

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UC-3C

CAROLINA
DEPARTMENT OF
TRANSPORTATION

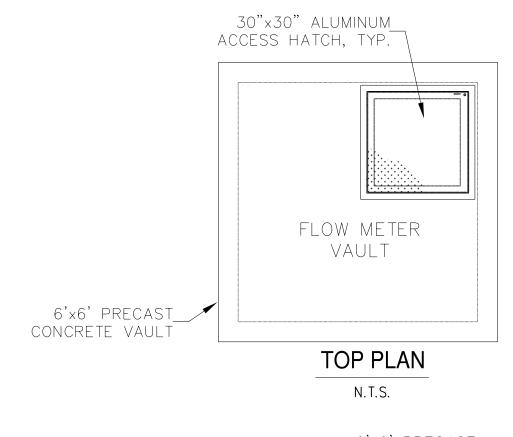
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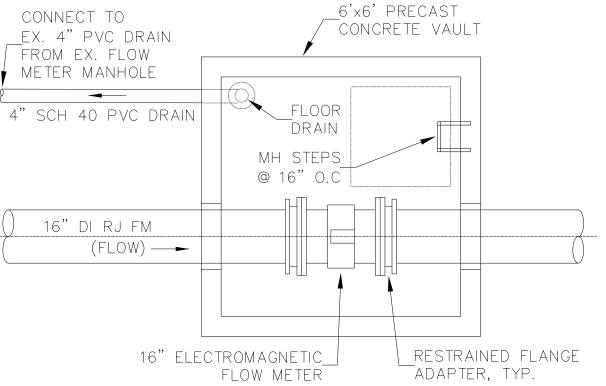
## UTILITY CONSTRUCTION

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PRELIMINARY PLANS
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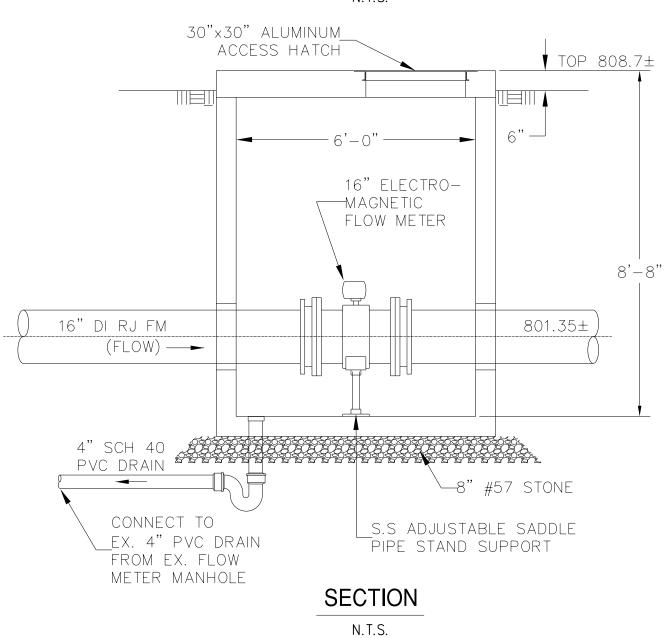
UTILITY AGREEMENT PLANS





### INTERMEDIATE PLAN

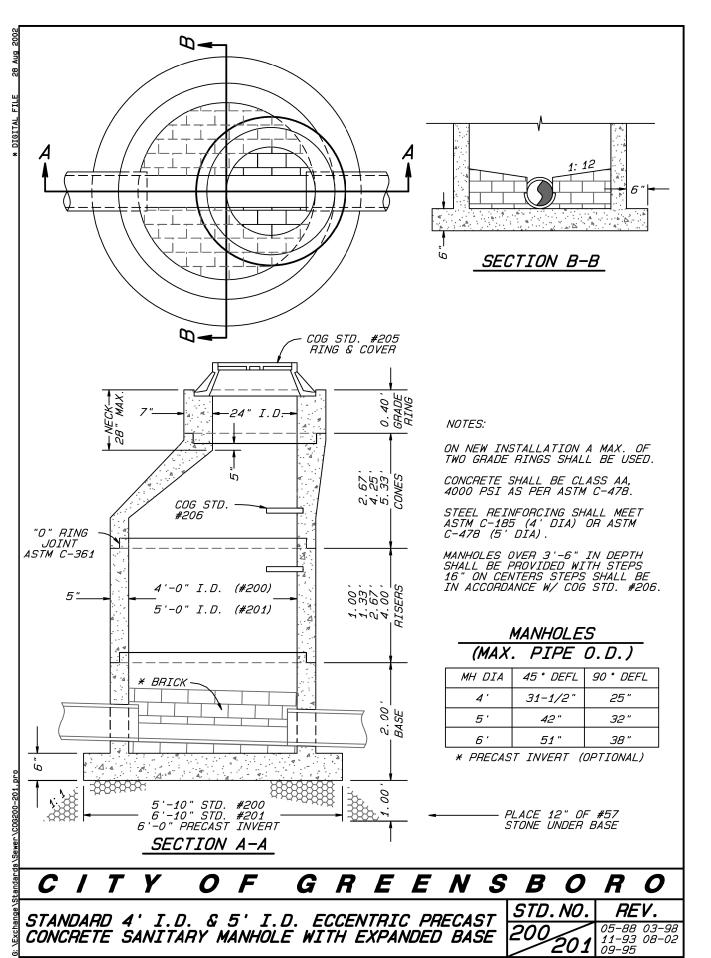
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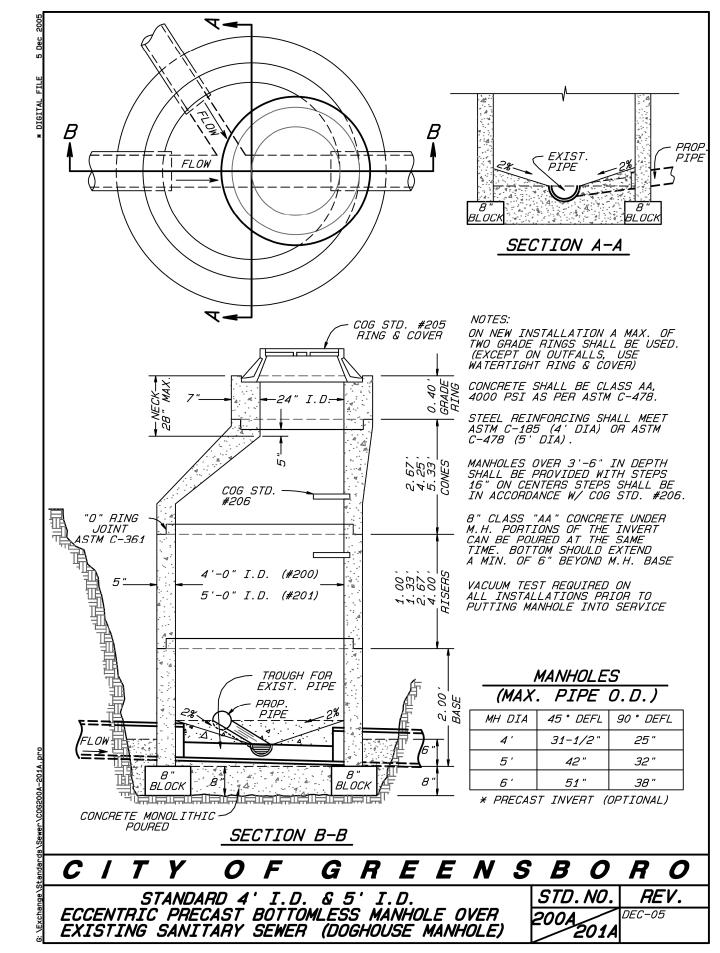


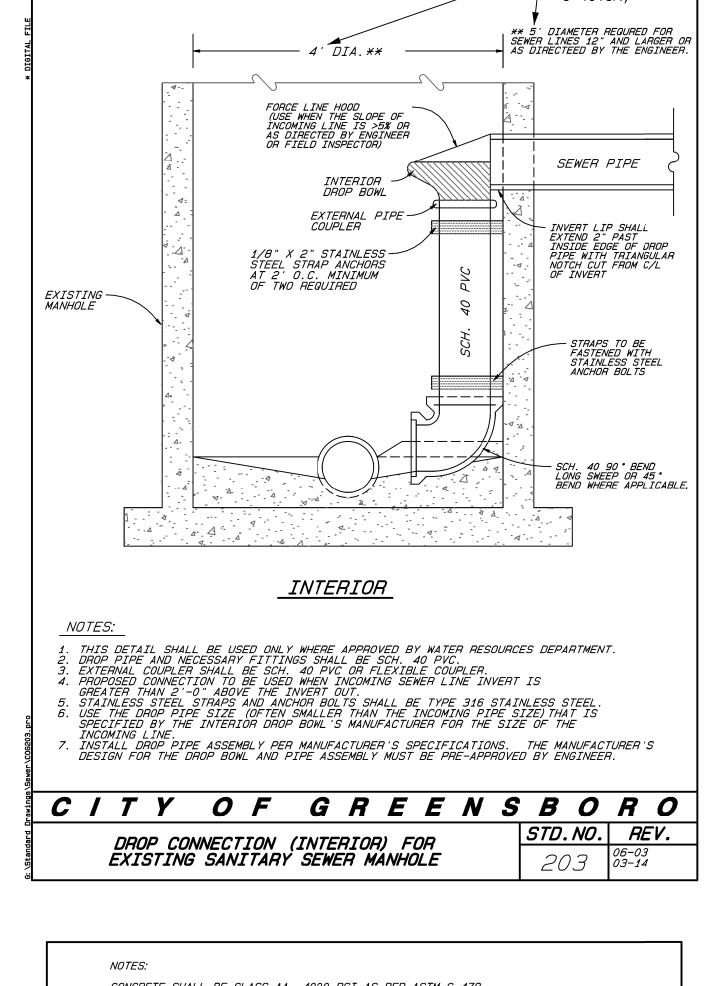
## 16" FLOW METER IN VAULT

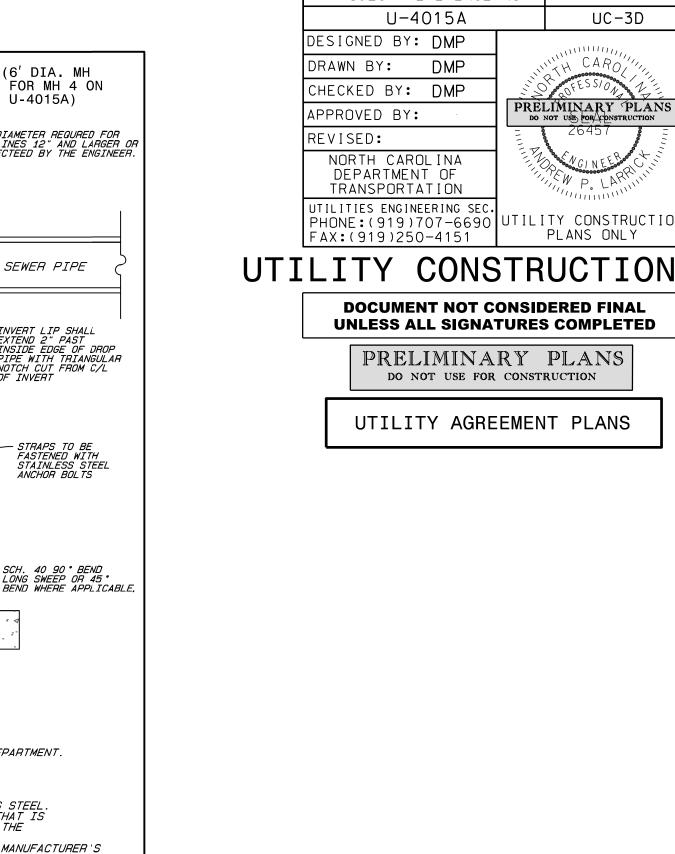
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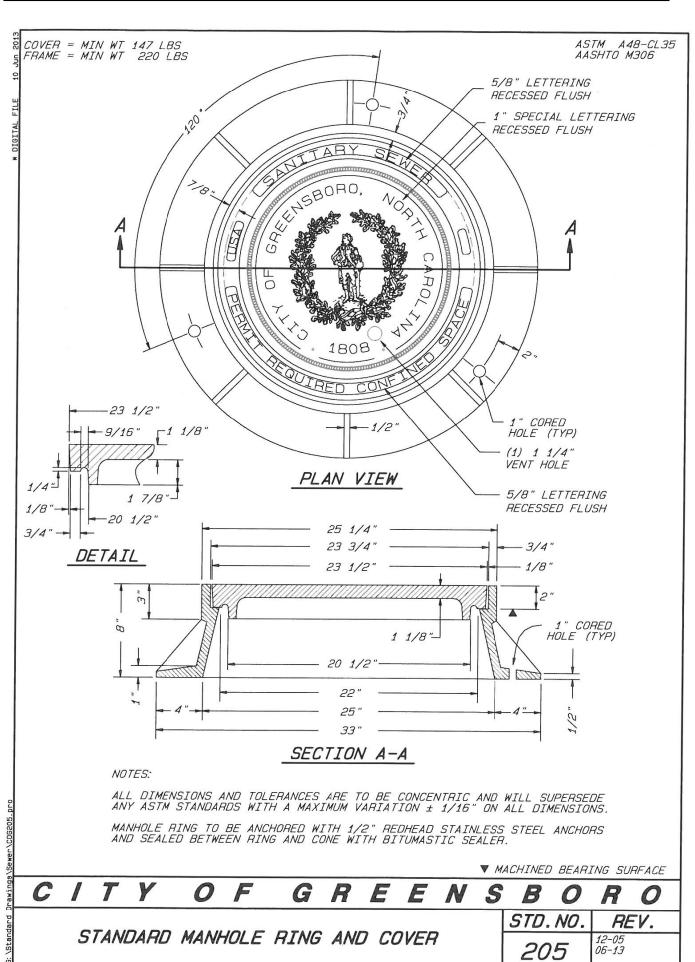


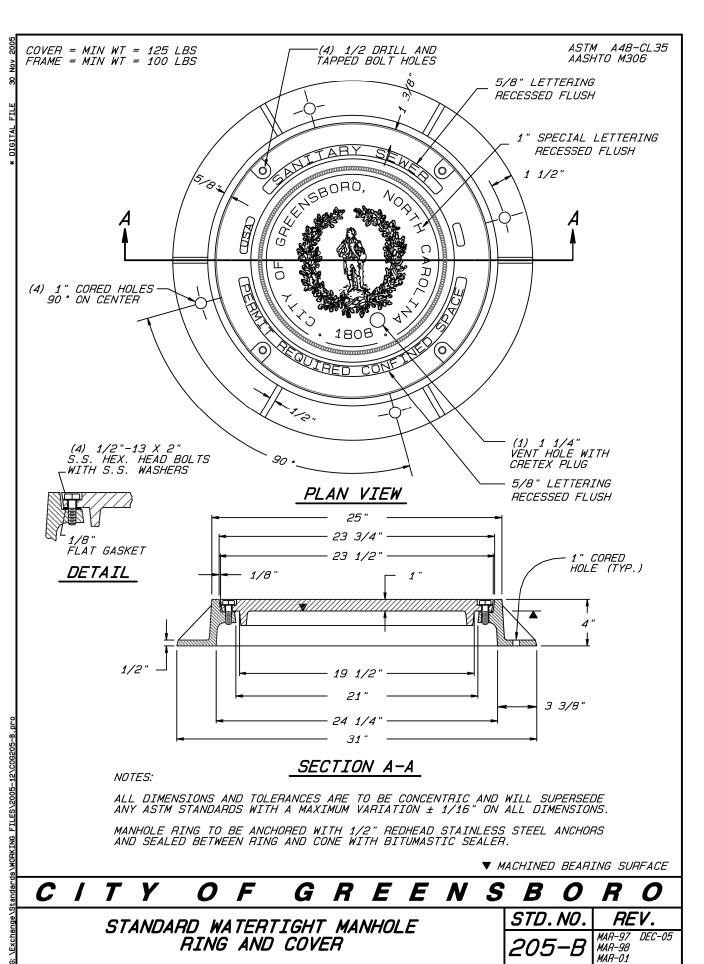


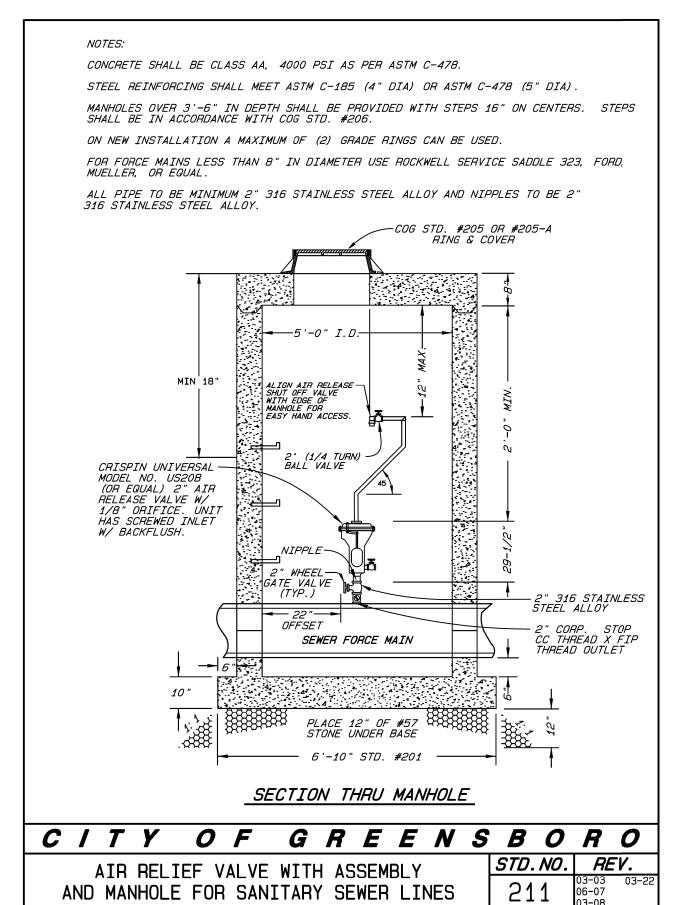












FOR SEWER ARV, INSTEAD OF TAPPING THE MAIN CONTRACTOR SHALL INSTALL A MAIN-LINE TEE TÚRNED UPRIGHT ON THE FORCE MAIN, WITH A BLIND FLANGE BOLTED TO THE TOP SIDE OF THE TÉE. THE BLIND FLANGE SHALL BE TAPPED TO ACCOMODATE THE 2" CORPORATION STOP. COST FOR THE TEE AND TAPPED BLIND FLANGE SHALL BE INCIDENTAL TO THE COST OF

SHEET NO.

UC-3D

CARO

PRELIMINARY PLANS
DO NOT USB FOR CONSTRUCTION

PLANS ONLY

PROJECT REFERENCE NO.

DMP

PHONE: (919)707-6690 UTILITY CONSTRUCTION

**DOCUMENT NOT CONSIDERED FINAL** 

**UNLESS ALL SIGNATURES COMPLETED** 

PRELIMINARY PLANS

UTILITY AGREEMENT PLANS

DO NOT USE FOR CONSTRUCTION

U-4015A

DESIGNED BY: DMP

CHECKED BY: DMP

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

UTILITIES ENGINEERING SEC

FAX:(919)250-4151

DRAWN BY:

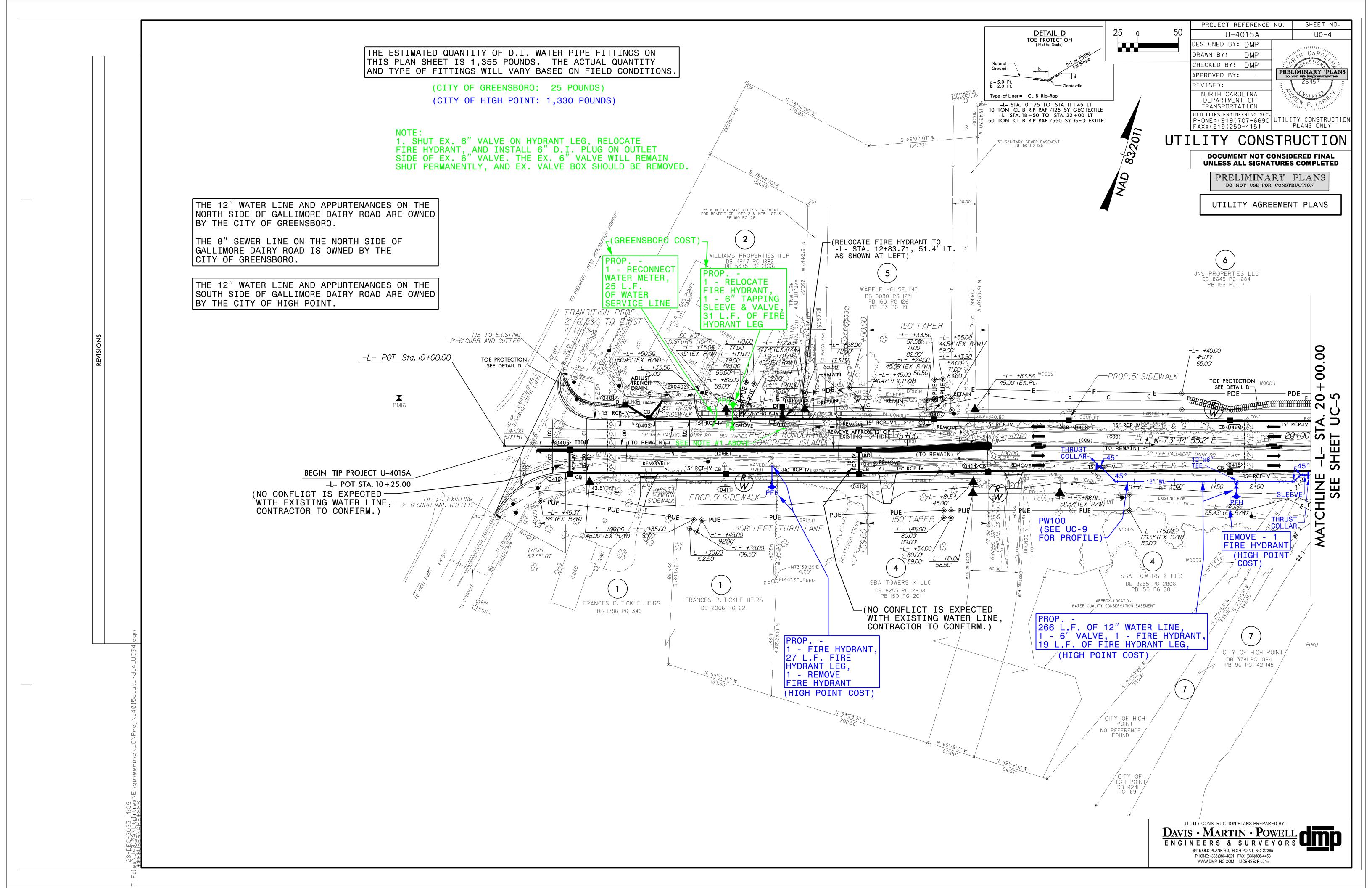
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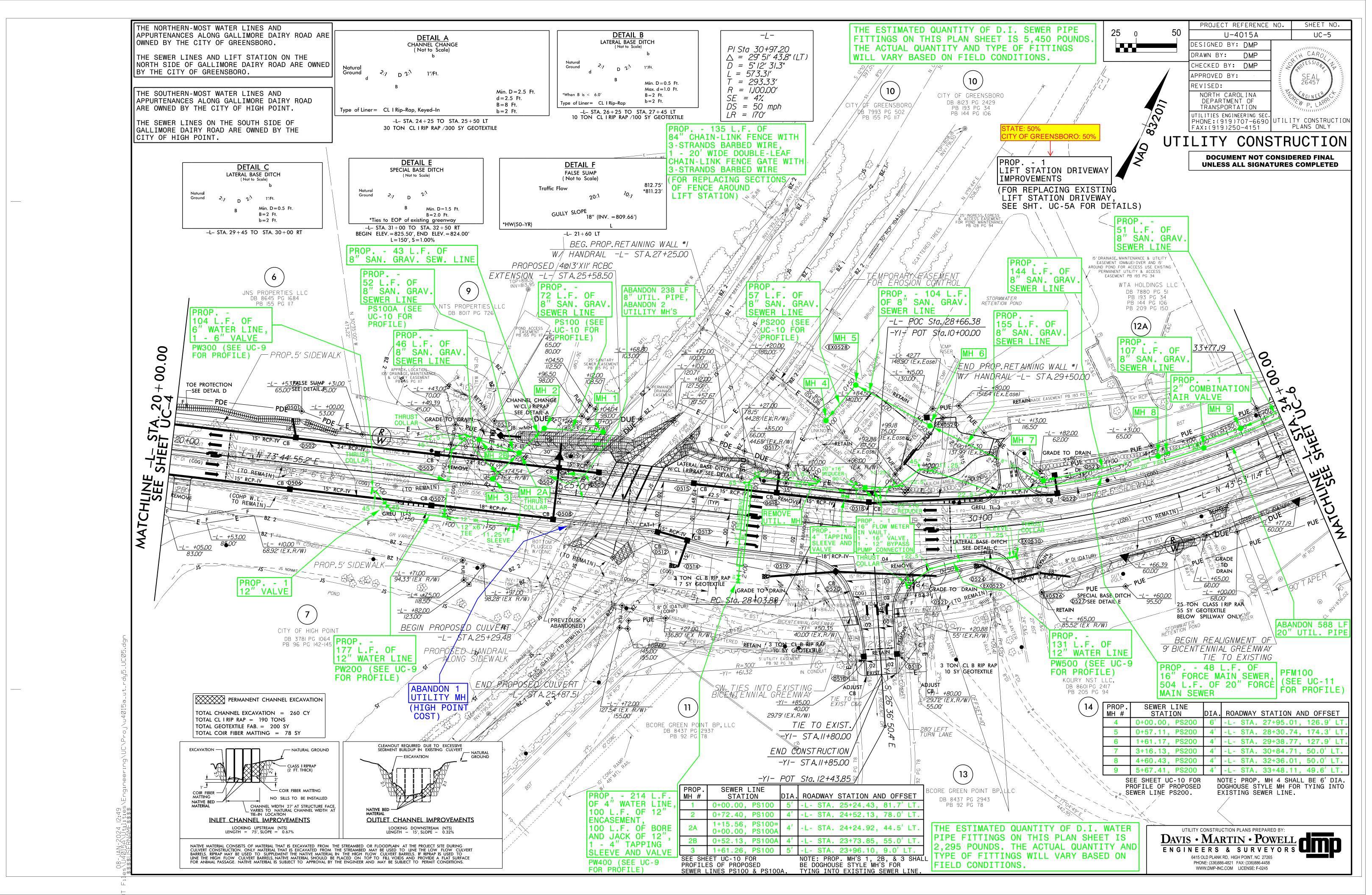
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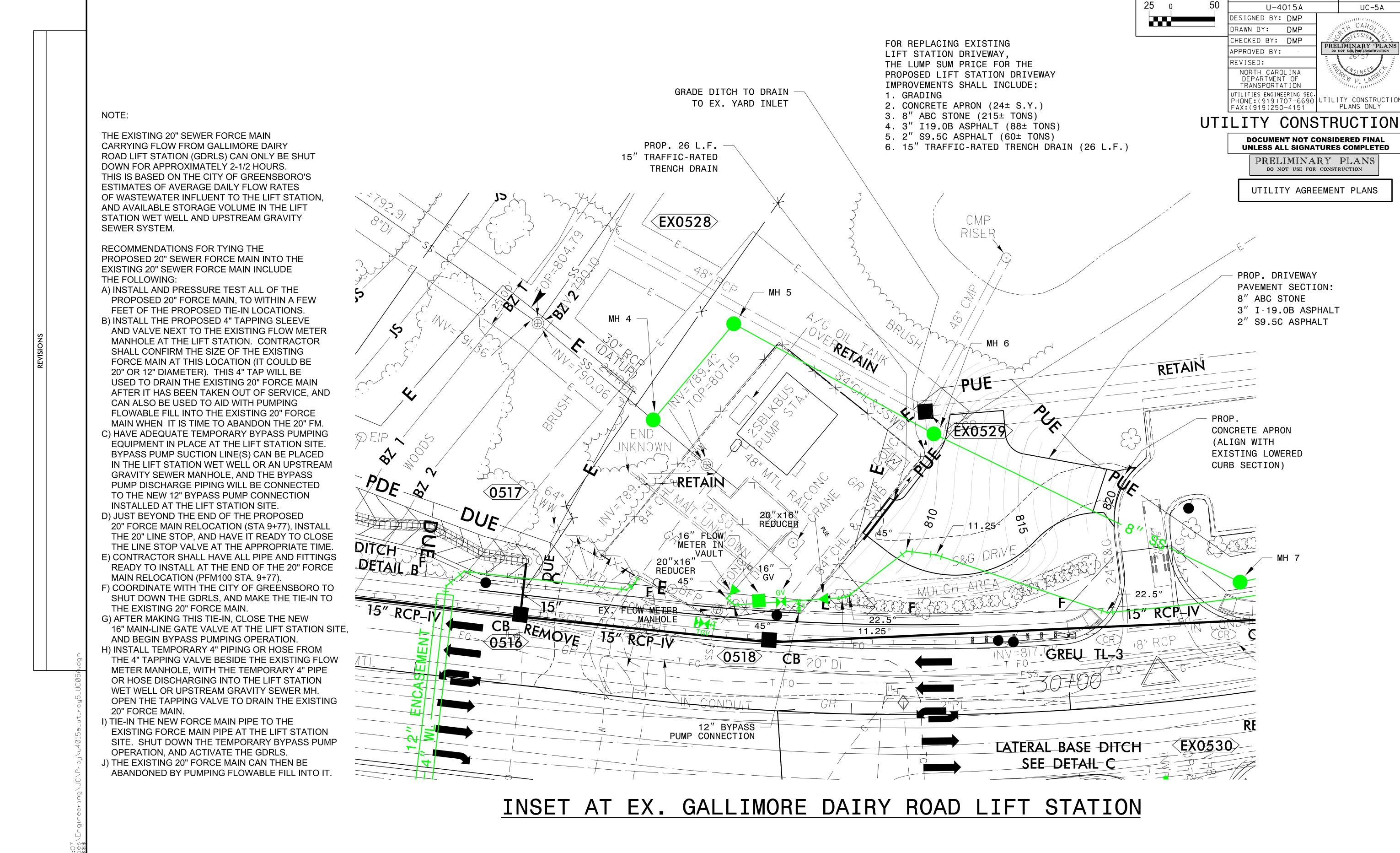
FOR THE 2" ARV ON 20" FORCE MAIN, USE A 20"x12" TEE. THE INTERIOR OF THE TEE AND THE BLIND FLANGE SHALL HAVE A CORROSION-RESISTANT CERAMIC EPOXY COATING.

WWW.DMP-INC.COM LICENSE: F-0245

UTILITY CONSTRUCTION PLANS PREPARED BY: Davis • Martin • Powell ENGINEERS & SURVEYORS 6415 OLD PLANK RD, HIGH POINT, NC 27265 PHONE: (336)886-4821 FAX: (336)886-4458



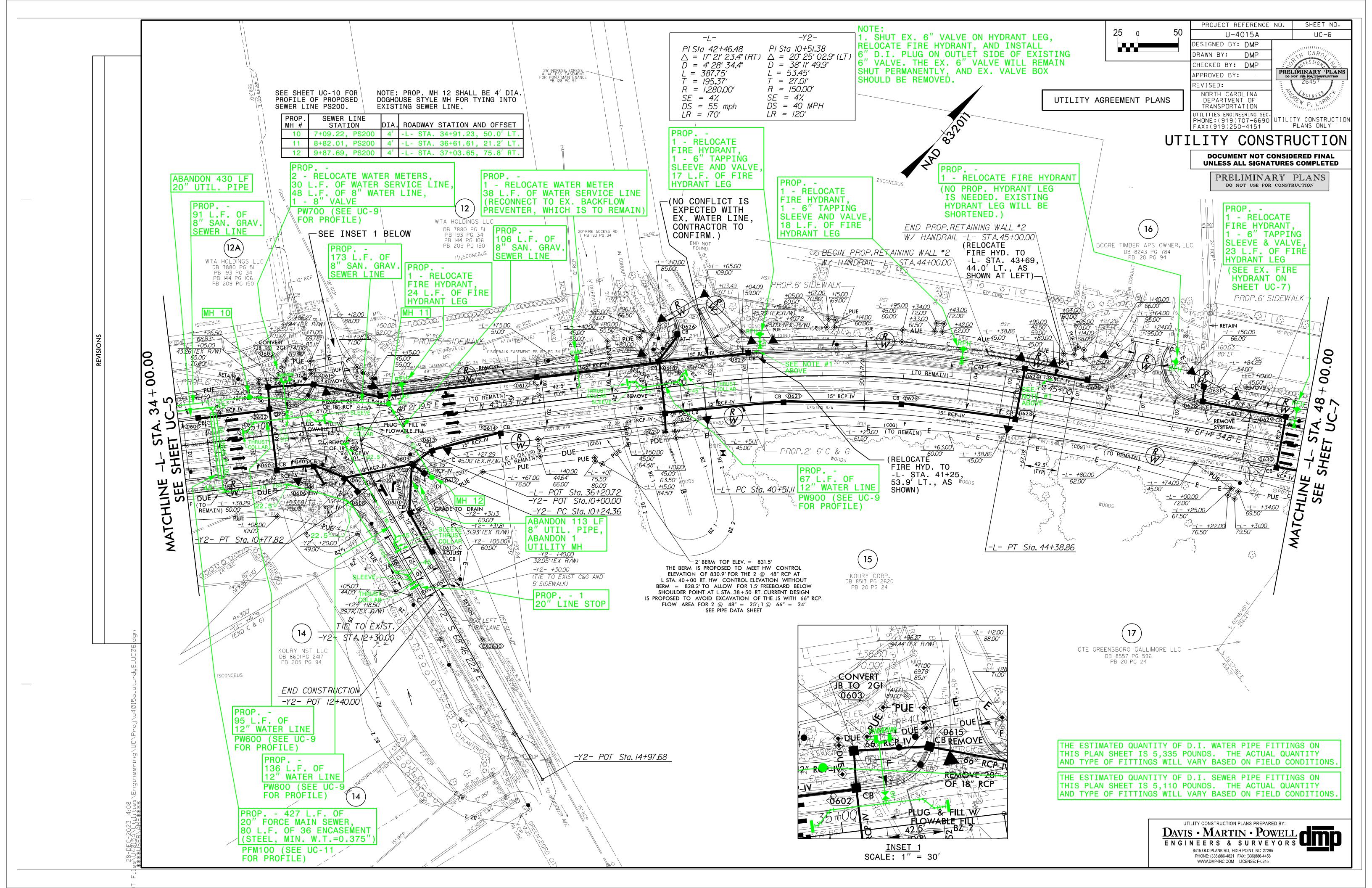


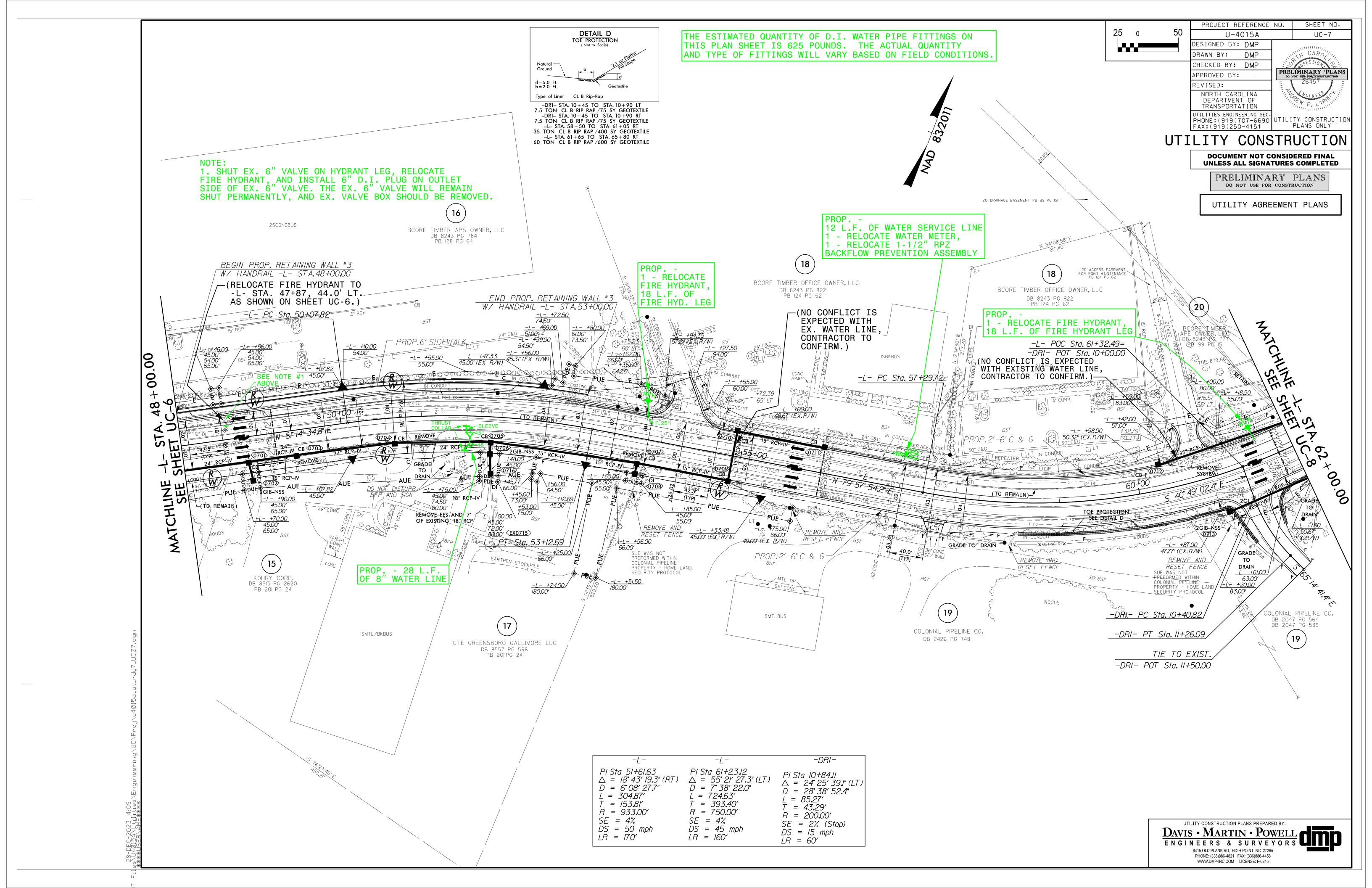


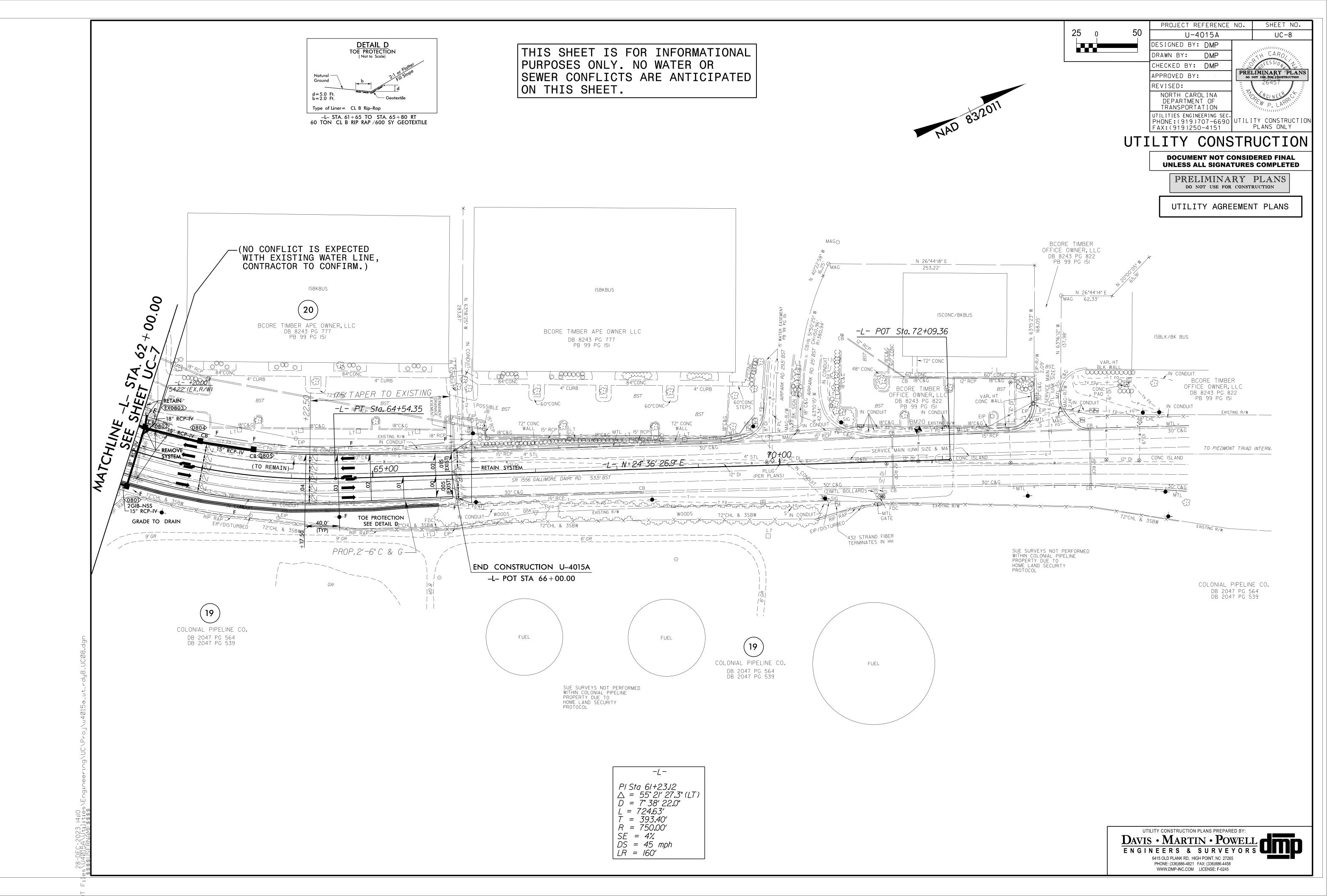
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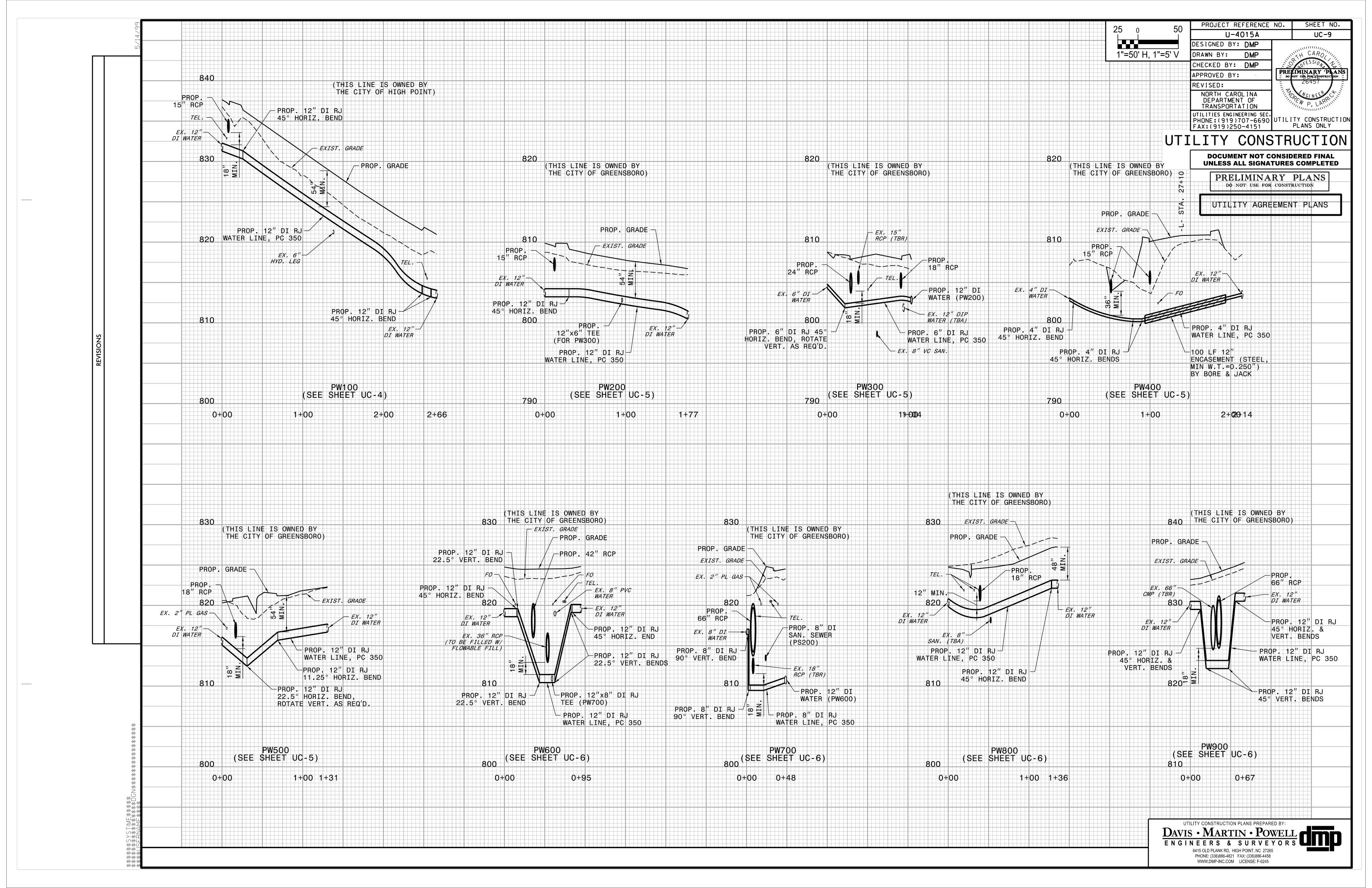
PROJECT REFERENCE NO.

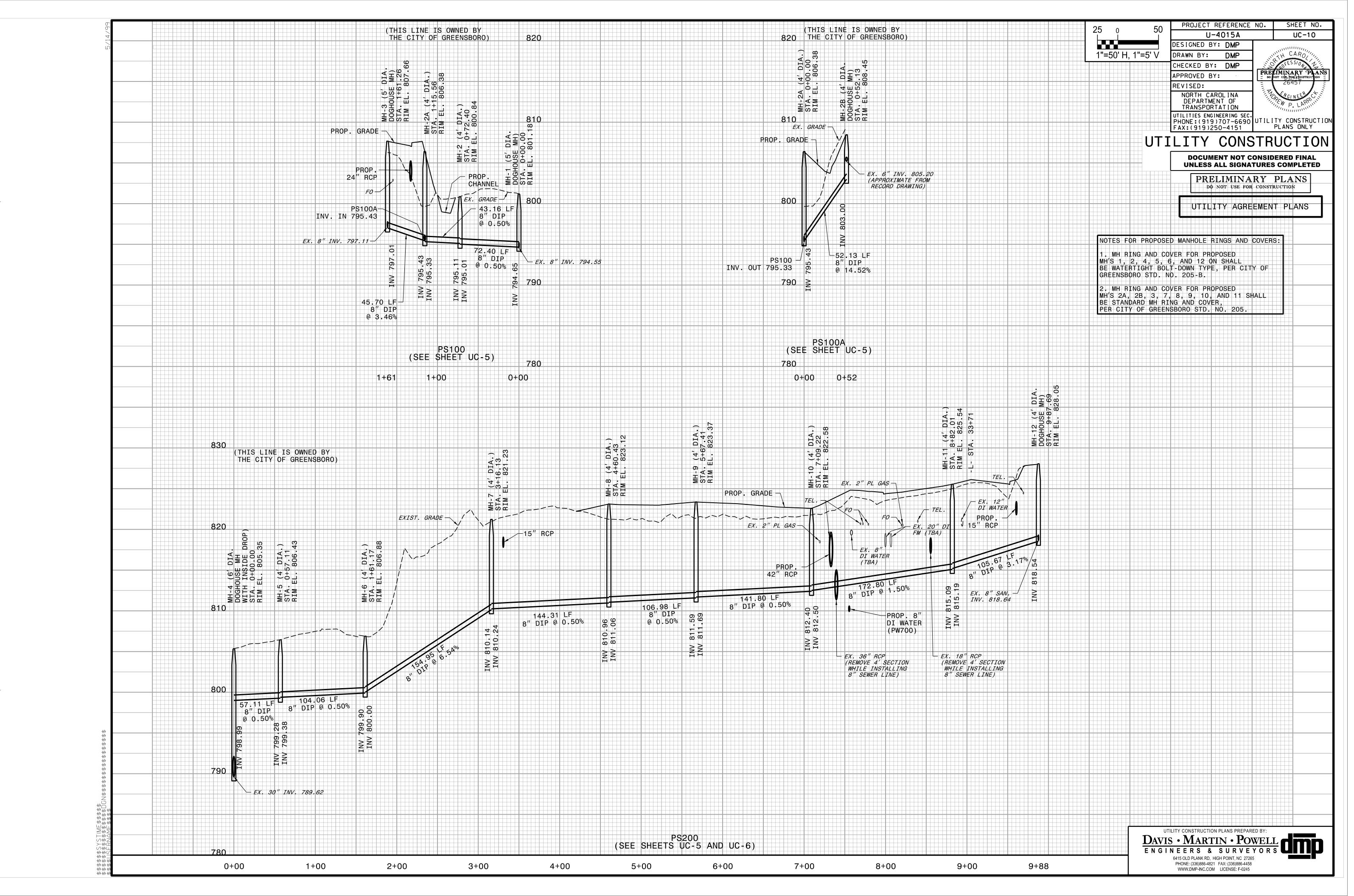
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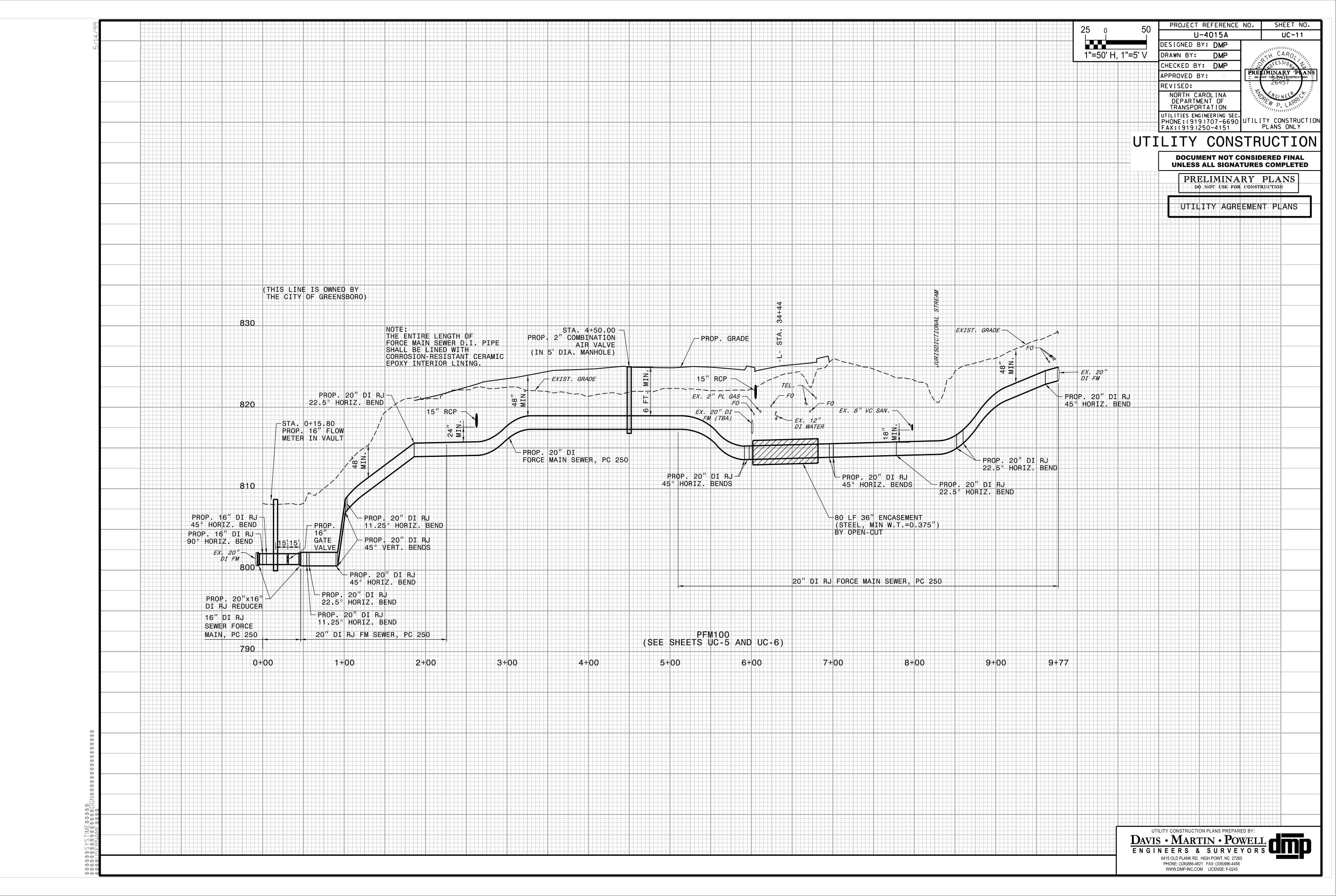












N.C. Department of Transportation SR 1556 (Gallimore Dairy Road) from NC 68 -Eastchester Dr. (Lynwood Smith Expy.) to South of Airpark Road in Greensboro Guilford County NCDOT Project U-4015A

Pay Item List for Utility Construction
Based on Final Utility Construction Plans - 12/28/2023

	TOTALS			Unit of				
Type	Item Number	Section	Pay Item Description	State	Greensboro	High Point	TOTAL	Meas.
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	0	169	14	183	TON
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	0	1,060	89	1,149	SY
Р	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	0	115	10	125	TON
D	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	0	14	1	15	LF
U	5325400000-E	1510	4" WATER LINE	0	214	0	214	LF
U	5325600000-E	1510	6" WATER LINE	0	104	0	104	LF
U	5325800000-E	1510	8" WATER LINE	0	76	0	76	LF
J	5326200000-E	1510	12" WATER LINE	0	606	266	872	LF
J	5329000000-E	1510	DI WATER PIPE FITTINGS	0	8,280	1,330	9,610	LBS
U	5540000000-E	1515	6" VALVE	0	1	1		EA
U	5546000000-E	1515	8" VALVE	0	1	0	1	EA
U	5558000000-E	1515	12" VALVE	0	1	0	1	EA
U	5558600000-E	1515	16" VALVE	0	1	0		EA
U	5571400000-E	1515	4" TAPPING SLEEVE AND VALVE	0	2	0	2	EA
U	5571600000-E	1515	6" TAPPING SLEEVE AND VALVE	0	4	0		EA
U	5590000000-E	1515	2" COMBINATION AIR VALVE	0	1	0		EA
U	5648000000-N	1515	RELOCATE WATER METER	0	4	0		EA
U	5649000000-N	1515	RECONNECT WATER METER	0		0		EA
U	5656100000-E	1515	RELOCATE 1-1/2" RPZ BACKFLOW PREVENTION ASSEMBLY	0		0		EA
U	5666000000-N	1515	FIRE HYDRANT	0		2		EA
U	5672000000-N	1515	RELOCATE FIRE HYDRANT	0		0		EA
U	5673000000-K	1515	FIRE HYDRANT LEG	0	_	46	195	
U	5679400000-E	1515	20" LINE STOP	0		0		EA
U	5686500000-E	1515	WATER SERVICE LINE	0	·	0	105	
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	0		0	1,201	
U	5709700000-E	1520	16" FORCE MAIN SEWER	0	-,	0	48	
U	5709800000-E	1520	20" FORCE MAIN SEWER	0		0	931	
U	5768000000-L	1520	SANITARY SEWER CLEANOUT	0		2		EA
U	5768500000-N	1520	SEWER SERVICE LINE	0	, , ,	40	160	
U	5769000000-E	1520	DI SEWER PIPE FITTINGS	0		0	10.560	
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	0	,	0		EA
IJ	5776000000-E	1525	5' DIA UTILITY MANHOLE	0		0		EA
U	5777000000-E	1525	6' DIA UTILITY MANHOLE	0		0		EA
U	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	0	· · · · · · · · · · · · · · · · · · ·	0		LF
U	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	0		0		LF
U	5783000000-E	1525	UTILITY MANHOLE WALL, 6' DIA	0		0	10	
IJ	5801000000-E	1530	ABANDON 8" UTILITY PIPE	0		0	351	
U	5812000000-E	1530	ABANDON 20" UTILITY PIPE ABANDON 20" UTILITY PIPE	0		0	1,018	
U	5815500000-E	1530	REMOVE FIRE HYDRANT	0		0		EA
U	581600000-N	1530	ABANDON UTILITY MANHOLE	0	-			EA
U	5828000000-N	1530	REMOVE UTILITY MANHOLE	0		0		EA
U	5835600000-N	1540	12" ENCASEMENT PIPE	0		0	100	
U	5836400000-E	1540	36" ENCASEMENT PIPE	0		0	80	
U	5872500000-E	1550	BORE AND JACK OF 12"	0		0	100	
U	5882000000-E	SP	16" FLOW METER IN VAULT	0	.00	0		EA
U	5882000000-N 5882000000-N	SP SP	12" BYPASS PUMP CONNECTION	0	· · · · · · · · · · · · · · · · · · ·	0		EA
U	5882000000-N	SP SP	20' WIDE DOUBLE-LEAF CHAIN-LINK FENCE GATE	0		0		EA
-	3002000000-IN	- 5P	WITH 3-STRANDS BARBED WIRE	- 0	_ 1	-	_ '	ĽA
	-	SP	-		_	- 0	_	-
U	5888000000-E 5912000000-N	SP SP	84" CHAIN-LINK FENCE WITH 3-STRANDS BARBED WIRE LIFT STATION DRIVEWAY IMPROVEMENTS	0.5		0.0	135	LF
U	0912000000-N	31	LIFT STATION DRIVEWAT IMPROVEMENTS	0.5	0.5	0.0	1	LO

#### **ACCOUNTS RECEIVABLE** UTILITY CONSTRUCTION AGREEMENT 1000020693

#### AGREEMENT OVERVIEW

NORTH CAROLINA

DATE: 1/9/2024 **GUILFORD COUNTY** 

PARTIES TO THE AGREEMENT: **PROJECT NUMBERS:** 

NORTH CAROLINA DEPARTMENT TIP #: U-4015A

OF TRANSPORTATION

WBS ELEMENTS: 35013.3.4

**AND** 

CITY OF HIGH POINT

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): The project consists of utility work associated with improvements and widening SR 1556 (Gallimore Dairy Road) to multi-lanes from NC 68 (Eastchester Drive/Lynnwood Smith Expy.) to south of Airpark Road in Greensboro.

**ESTIMATED COST TO OTHER PARTY:** \$74,161

PAYMENT TERMS: The Department will invoice the City of High Point upon completion of the Project.

**MAINTENANCE:** The City of High Point is responsible for all utility maintenance.

#### **EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement **END:** When work is complete and all terms are met.

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 High Point, hereinafter referred to as the Municipality; and collectively referred to as the Parties.

The Parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the Parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

#### I. WHEREAS STATEMENTS

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

**WHEREAS**, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the Municipality has requested that the **Department** perform work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for 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,

**NOW, THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

#### II. RESPONSIBILITIES

#### A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, construction, and/or maintenance as shown in the **PROJECT DELIVERY** Provision.

#### **B. MUNICIPALITY**

The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING**Provision

#### III. PROJECT DELIVERY REQUIREMENTS

#### A. CONSTRUCTION

 At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-4015A, for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: utility work under U-4015A. ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

#### **B. MAINTENANCE**

- i. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

#### IV. COSTS AND FUNDING

#### A. PROJECT COSTS

- i. The Municipality shall be responsible for relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$74,161 as shown on the attached Exhibit "B".
- ii. It is understood by both **Parties** that this is an estimated cost and is subject to change.

#### **B. INVOICING BY THE DEPARTMENT**

i. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual quantities used and shall include charges due to the **Department** for administration and oversight of the work.

- ii. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
- iii. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

#### C. DOWN PAYMENT OR PRE-PAYMENT

- i. Any down payments are due at the time the agreement is fully executed.
- ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

#### V. STANDARD PROVISIONS

#### A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

#### **B. ASSIGNMENT OF RESPONSIBILITIES**

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

#### C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

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

#### D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

#### E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit 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. FACSIMILE

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.

#### G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

#### H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with **Parties** that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies 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 Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall

be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

#### J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

#### L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

#### SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

## (DOCUSIGN ONLY) Authorized Signer: \_\_\_\_\_ Print Name: Date Signed: If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act: CITY OF HIGH POINT Finance Officer: FED TAX ID NO: Print Name: **REMITTANCE ADDRESS:** Date Signed: **DEPARTMENT OF TRANSPORTATION** TITLE: DATE:

APPROVED BY BOARD OF TRANSPORTATION ITEM O: (DATE)

#### SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

#### (INK SIGNATURES ONLY)

ATTEST:	Authorized Signer:
BY:	Print Name:
TITLE:	Title:
	Date Signed:
	If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:
CITY OF HIGH POINT	
FED TAX ID NO:	Finance Officer:
REMITTANCE ADDRESS:	Print Name:
	Date Signed:
	DEPARTMENT OF TRANSPORTATION (DocuSign)
	BY:
	TITLE.
	TITLE: