

CITY OF HIGH POINT

AGENDA ITEM



Title: Utility Construction Agreement: U-5896, US 29/US 70/Business 85 and South Main Street (SR 1009)

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director

C. Allan Hicks – Public Services Projects Engineer

Meeting Date: December 6, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Utility Construction Drawing showing vicinity and project limits (color coded)
Attachment B – Utility Construction Agreement and Cost Estimate

PURPOSE:

To seek City Council approval for the utility construction costs associated with the upcoming NCDOT initiated interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) which has not been included in the City's five year capital plan..

BACKGROUND:

The North Carolina Department of Transportation (NCDOT) has prepared construction plans for improvements to the interchange at US 29/ US 70/ Business 85 and S. Main St. This project will require substantial 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 \$2,104,067. This amount is representative of non-betterment utility construction on water and sewer utilities that were previously located in NCDOT right-of-way. All utility work will be performed by the NCDOT's construction contractor. Water and Sewer utility design was performed through the NCDOT on-call process and Davis-Martin-Powell & Associates Inc. performed this design at a cost of \$48,996. This project is scheduled for bidding on February 15, 2022 and construction could begin as early as April 2022.

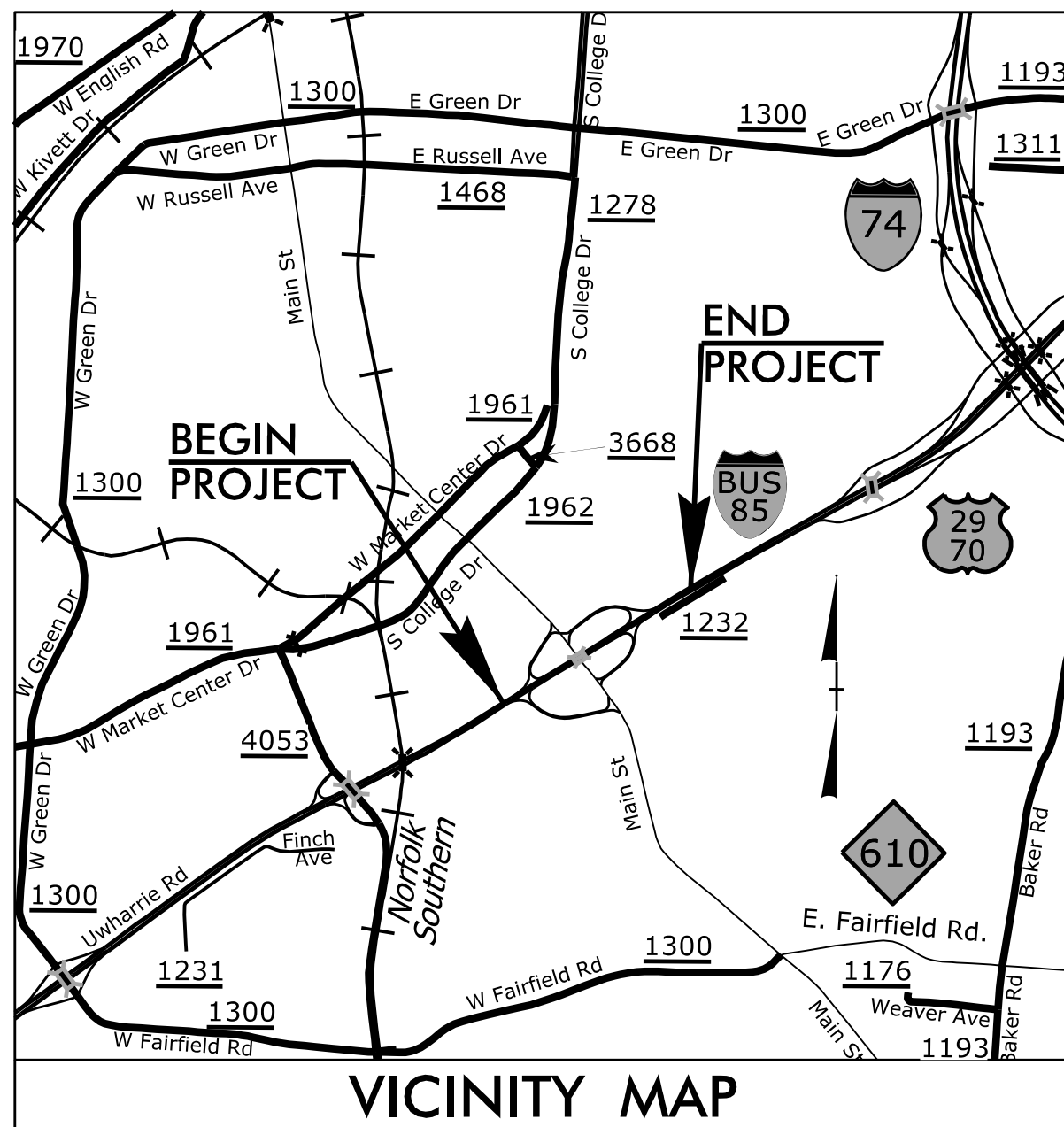
BUDGET IMPACT:

The utility construction costs and utility design will total \$2,153,063. NCDOT will perform the work and send the City an invoice once the project is completed. Funds will be budgeted in the Capital Improvement Plan (CIP) ahead of the estimated completion date.

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 and for an estimated total of \$2,153,063.

TIP PROJECT: U-5896

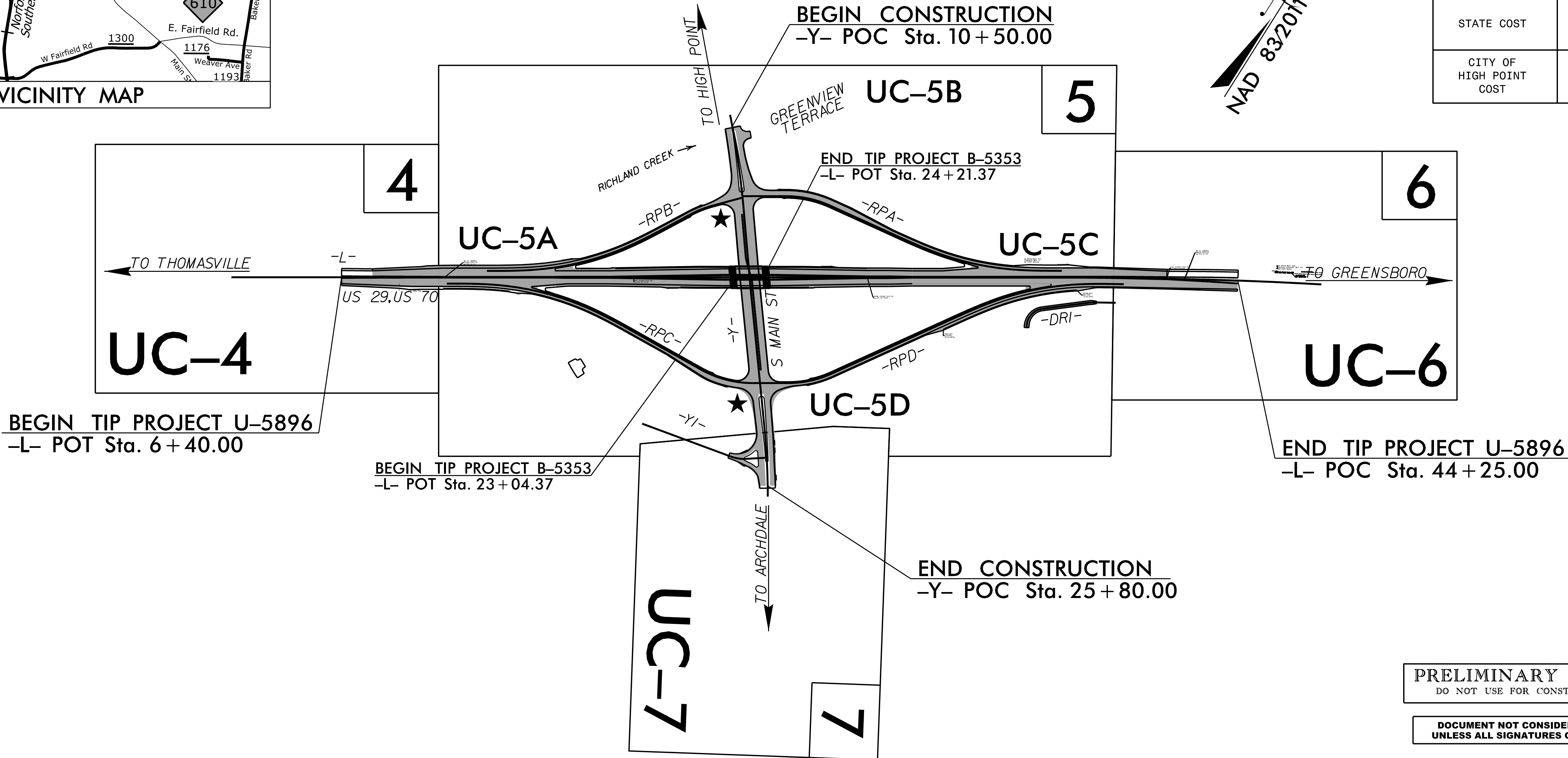


STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS GUILFORD COUNTY

LOCATION: INTERCHANGE AT US 29, US 70 AND S MAIN STREET
(SR 1009), IN HIGH POINT

TYPE OF WORK: UTILITY CONSTRUCTION



T.I.P. NO.	SHEET NO.
U-5896	UC-1

UTILITY AGREEMENT PLANS

EXHIBIT A

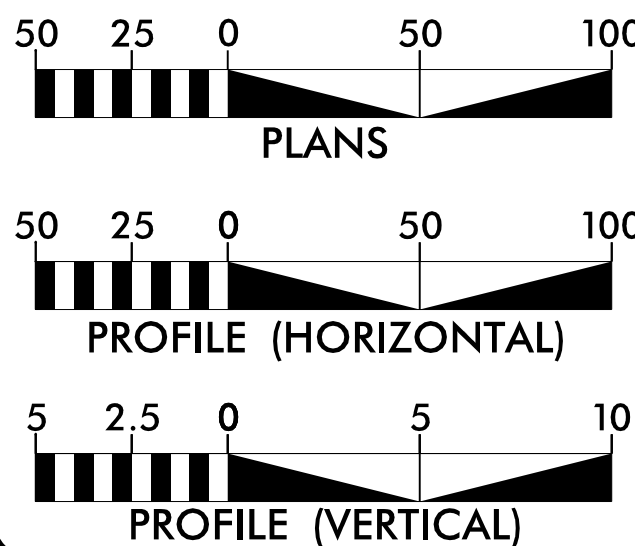
AGREEMENT PLANS

COST BREAKDOWN LEGEND	
STATE COST	
CITY OF HIGH POINT COST	

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3	NOTES
UC-3A THRU UC-3E	DETAILS
UC-4 THRU UC-7	UTILITY CONSTRUCTION SHEETS
UC-8 THRU UC-10	PROFILE SHEETS

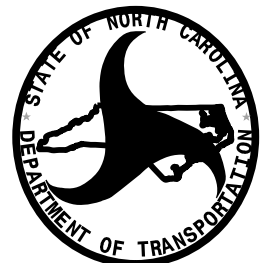
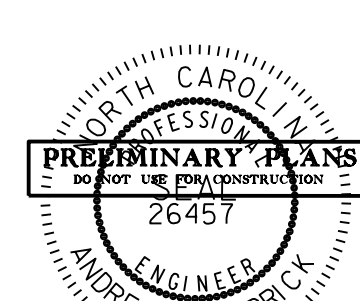
WATER AND SEWER OWNERS ON PROJECT

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

PREPARED IN THE OFFICE OF:
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD., HIGH POINT, NC 27265
PHONE: (336) 888-4821 FAX: (336) 888-4458
WWW.DMP-INC.COM LICENSE: F-42645

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

SEAL



DIVISION OF HIGHWAYS
UTILITIES UNIT
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555
PHONE (919) 707-6690
FAX (919) 250-4151

Amy York CENTRAL UTILITIES MANAGER
Ali Kouchehi, P.E. UTILITIES REGIONAL ENGINEER
Jon Loughry SENIOR UTILITIES ENGINEER
Dayton Martin REGIONAL UTILITY COORDINATOR
O'Hara Parker SENIOR UTILITY COORDINATOR

Executive Summary

Entity: City of High Point

County: Guilford

TIP / WBS Element:

TIP: U-5896

WBS Element: PE: 44674.1.2; CON: 44674.3.1

Scope: The Project consists of US 29/ US 70/Business 85, SR 1009 (South Main Street) in High Point (COMB WB-5353).

Funding:

Type: Receivable

Total Cost: \$2,153,063.00

Responsibilities:

Adjustment and relocation of utility lines:

The City of High Point shall be responsible for water and sewer lines cost.

Upon completion of the utility lines relocation and adjustment covered under this Agreement; the City of High Point shall assume normal maintenance operations for these utility lines.

NORTH CAROLINA
GUILFORD COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 11/17/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-5896

AND

WBS Elements: PE 44674.1.2
CON 44674.3.1

CITY OF HIGH POINT

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."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5896, in Guilford County, said plans consists of US 29/ US 70/Business 85, SR 1009 (South Main Street) in High Point (COMB WB-5353), Guilford County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

PRELIMINARY ENGINEERING

1. The Department shall use its utility limited-service agreement for Project U-5896, Guilford County.
2. The Municipality shall be responsible for the costs of the Preliminary Engineering Design. The actual cost to the Municipality is \$48,996.00 as shown on the attached cost estimate, Exhibit "B". It is understood by both the Department and the Municipality that this is a final cost unless the Municipality requests additional work not covered under this Agreement, or plan review by the

Department and/or Municipality does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the Municipality reserves the right to re-engineer plans due to the Department's plan revisions.

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the Municipality shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the Municipality shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the Municipality upon completion of the plans, estimate, special provisions and acceptance by the Department and Municipality for the plans to be made part of the highway roadway contract.

CONSTRUCTION

4. The Department shall place provisions in the construction contract for Project U-5896 Guilford County, for the contractor to adjust and relocate water and sewer lines. 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".
5. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$2,104,067.00 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

6. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Municipality for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

- B. 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.
- C. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
- D. 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 (1%) in accordance with G.S. 136-27.3.
- E. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
- F. 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.
- G. 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.
- H. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

7. 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.
8. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - I. 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.
 - J. 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.
9. 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.
10. 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.
11. 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, 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).

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 HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

N.C. Department of Transportation
Interchange at US 29, US 70, and
South Main Street (SR 1009) in High Point
Guilford County
NCDOT Project U-5896

EXHIBIT B

Pay Item List for Utility Construction
Based on Preliminary Utility Agreement Plans - 11/12/2021

Quantities separated by cost responsibility between
State and City of High Point

Type	Item Number	Section	Pay Item Description	TOTALS			Unit of Meas.
				State	High Point	TOTAL	
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	0	285	285	TON
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	0	1,622	1,622	SY
P	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	0	100	100	TON
U	5325200000-E	1510	2" WATER LINE	0	117	117	LF
U	5325600000-E	1510	6" WATER LINE	0	64	64	LF
U	5325800000-E	1510	8" WATER LINE	0	45	45	LF
U	5326200000-E	1510	12" WATER LINE	0	3,164	3,164	LF
U	5329000000-E	1510	DI WATER PIPE FITTINGS	0	9,635	9,635	LBS
U	5536000000-E	1515	2" VALVE	0	3	3	EA
U	5540000000-E	1515	6" VALVE	0	7	7	EA
U	5546000000-E	1515	8" VALVE	0	1	1	EA
U	5558000000-E	1515	12" VALVE	0	7	7	EA
U	5589200000-E	1515	2" AIR RELEASE VALVE	0	2	2	EA
U	5648000000-N	1515	RELOCATE WATER METER	0	2	2	EA
U	5666000000-N	1515	FIRE HYDRANT	0	5	5	EA
U	5673000000-E	1515	FIRE HYDRANT LEG	0	65	65	LF
U	5686500000-E	1515	WATER SERVICE LINE	0	33	33	LF
U	5691200000-E	1520	6" SANITARY GRAVITY SEWER	0	83	83	LF
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	0	380	380	LF
U	5691500000-E	1520	12" SANITARY GRAVITY SEWER	0	1,231	1,231	LF
U	5691700000-E	1520	18" SANITARY GRAVITY SEWER	0	294	294	LF
U	5768000000-N	1520	SANITARY SEWER CLEANOUT	0	5	5	EA
U	5768500000-E	1520	SEWER SERVICE LINE	0	60	60	LF
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	0	15	15	EA
U	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	0	41	41	LF
U	5800000000-E	1530	ABANDON 6" UTILITY PIPE	68	251	319	LF
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	751	3,471	4,222	LF
U	5802000000-E	1530	ABANDON 10" UTILITY PIPE	0	633	633	LF
U	5810000000-E	1530	ABANDON 16" UTILITY PIPE	0	237	237	LF
U	5811000000-E	1530	ABANDON 18" UTILITY PIPE	0	58	58	LF
U	5815000000-N	1530	REMOVE WATER METER	0	12	12	EA
U	5815500000-N	1530	REMOVE FIRE HYDRANT	1	7	8	EA
U	5816000000-N	1530	ABANDON UTILITY MANHOLE	7	17	24	EA
U	5835800000-E	1540	18" ENCASEMENT PIPE	0	235	235	LF
U	5836000000-E	1540	24" ENCASEMENT PIPE	0	1,010	1,010	LF
U	5836200000-E	1540	30" ENCASEMENT PIPE	0	160	160	LF
U	5872500000-E	1540	BORE AND JACK OF 18"	0	235	235	LF
U	5872500000-E	1540	BORE AND JACK OF 24"	0	475	475	LF
U	5872500000-E	1540	BORE AND JACK OF 30"	0	160	160	LF
U	5876000000-N	SP	STEEL PILE PIERS	0	2	2	EA

	<u>State</u>	<u>High Point</u>	<u>TOTAL</u>
Estimated Construction Cost Responsibility \$	33,034	\$ 2,104,067	\$ 2,137,101
	1.5%	98.5%	100.0%

Preliminary Engineering Design Fee

The total fee for Utilities Design Engineering Fee on this project is \$49,742.16.

The City of High Point's percentage of the Total Estimated Construction Cost is 98.5%.

The City of High Point is responsible for 98.5% of the Preliminary Engineering Design Fee: 98.5% x \$49,742.16 = **\$48,996.00** (rounded).