

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Utility Construction Agreement – Jamestown Bypass**

**From:** Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director **Meeting Date:** March 19, 2018

Trevor Spencer – Projects Engineer

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A – NCDOT Cover Letter

Attachment B – Utility Construction Agreement and Cost Estimate

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### **PURPOSE:**

The City has planned for utility construction costs associated with the upcoming NCDOT Jamestown Bypass project.

### **BACKGROUND:**

The NCDOT has prepared plans to make street and highway improvements under Project U-2412A which consists of improvements on Greensboro/High Point Road from proposed US 311 to Vickery Chapel Road. This project is commonly referred to as the Jamestown Bypass. 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 \$205,411.00. 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. The project is scheduled to open for bid on June 19, 2018, and construction will begin in Summer of 2018.

### **BUDGET IMPACT:**

Funds for this project will be budgeted in the FY 2019-2020 Capital Improvement Plan from future revenue bonds.

### **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 in the estimated amount of \$205,411.00.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

STATE PROJECT: U-2412A  
COUNTY: Guilford  
DESCRIPTION: Greensboro/High Point-SR 1486-SR 4121 (Greensboro/High Point Road) proposed US  
311 Bypass to West of SR 1480(Vickrey Chapel Road)

DATE: February 22, 2018

SUBJECT: Utility Construction Agreement-

Mr. Trevor Spencer, PE - Projects Engineer  
City of High Point  
Public Services Department  
P.O. Box 230  
High Point, NC 27261

Dear Mr. Spencer:

Enclosed is the Utility Construction Agreement to adjust and relocate water / sewer lines owned by City of High Point.

After you have reviewed this agreement, please have the appropriate authority approve and execute the agreement. Once signed, three originals should be returned to the Utility Coordinator for Departmental execution. One fully executed agreement will be returned to you for your file.

In order to keep the project on schedule, please approve and return the signed agreement back to this office no later than March 29, 2018. Should this office not receive the signed agreement by the requested date, the project is subject to be delayed.

If revisions are necessary, please email Ali Koucheki, Utilities Engineer, [akoucheki@ncdot.gov](mailto:akoucheki@ncdot.gov) or call (919) 707- 6699 to make the appropriate changes. I will promptly return the revised agreement to you for review and execution.

Sincerely,

Carl A. Barclay, PE  
State Utilities Manager

CAB:ark  
Enclosures

cc: Mike Mills, PE - Division Engineer  
Patty Eason, PE Division Construction Engineer  
Lee Ann Billington - Contract Officer

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
1555 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1555

Telephone: (919) 707-6690  
Fax: (919) 250-4151  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1020 BIRCH RIDGE DRIVE  
RALEIGH, NC 27610

NORTH CAROLINA  
GUILFORD COUNTY

**UTILITY CONSTRUCTION AGREEMENT (UCA)**

DATE: 2/22/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: U-2412A

AND

WBS Elements: 34802.3.3

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-2412A, in Guilford County, said plans consists of improvements on SR 4121 (Greensboro/High Point Road) from proposed US 311 bypass to west of SR 1480 (Vickery Chapel Road); 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:

1. The Department shall place provisions in the construction contract for Project U-2412A for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with project special provisions attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B" and the plan sheets attached hereto as Exhibit "C".

2. The Municipality shall be responsible for the water and sewer lines cost. The estimated cost to the Municipality is \$205,411 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:
  - A. 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.
  - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
  - C. 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.
  - D. 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.
  - E. 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.
3. 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.
4. 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.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
  - A. 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.
  - B. 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.
6. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, 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: \_\_\_\_\_

N.C.G.S. § 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 the City of High Point as attested to by the signature of \_\_\_\_\_

Clerk of the \_\_\_\_\_ (governing body) on \_\_\_\_\_

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)