

CITY OF HIGH POINT

AGENDA ITEM



Title: Utility Preliminary Engineering 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 Preliminary Engineering Agreement

Attachment C – Cost Estimate

PURPOSE:

The City has planned for utility preliminary engineering 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 preliminary engineering costs in the amount of \$10,572.35. The utility design is being performed by Davis-Martin-Powell & Associates Inc., which is an approved professional service firm with NCDOT and an approved on-call engineering services firm with the City of High Point.

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 Preliminary Engineering 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 amount of \$10,572.35.



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 28, 2018

SUBJECT: Utility Preliminary Engineering 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 Preliminary Engineering 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 Engineer 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 Kouchekei, Utilities Engineer, akouchekei@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,

DocuSigned by:

C1F3F90B9A404EA...
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

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

NORTH CAROLINA

**UTILITY PRELIMINARY ENGINEERING AGREEMENT –
RECEIVABLE (UPEA-R)**

GUILFORD COUNTY

DATE: 3/14/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-2412A

AND

WBS Elements: 34802.2.2

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 I-74/US 311 to west of SR 4228 (Vickery Chapel Road) in High Point; 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 under the Department's limited service agreement by one of the approved Department's professional service firms 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 use its utility limited service contract for Project U-2412A for a utility engineering firm to engineer the plans for relocation and adjustment of water and sewer lines. Said work shall be accomplished in accordance with the Department's limited service contract and policies for utility plan engineering.
2. The Municipality shall be responsible for the actual cost as agreed upon between the Department, Municipality and Department's consultant. The actual cost to the Municipality is \$10,572.35 as shown on the attached Exhibit "A". It is understood by both the Department and

Municipality that this is a final cost unless the Municipality requests additional work not covered under this agreement, 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 engineer plans due to department plan revisions. The Municipality shall reimburse the Department for said costs as follows:

- A. Upon completion of preliminary engineering plans, the Department shall submit an invoice to the Municipality for cost incurred. Billing will be based upon the agreement negotiated cost and any supplemental agreements made part of this agreement.
 - 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 a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105.241.21.
 - D. Any cost incurred due to additional utility plan design requested by the Municipality after completion of the utility construction plans shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility plan revisions.
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 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 utility construction plans covered under this Agreement, the Municipality shall approve the plans and 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.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- A. The Municipality agrees to enter into a separate agreement for a Utility Construction for the Department to place provisions in the highway construction agreement for the contractor to

adjust and relocate water and sewer lines based on the plans, provisions and utility construction estimate as provided by the Department's utility consultant.

- B. The Municipality agrees to approve and submit back to the Department for final execution the Utility Construction Agreement a minimum of three months prior to the Department's project let date or the Municipality agrees to relocate their facilities prior to two months after the Department's project let date.
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)

EXHIBIT A

PSF Total Project Estimate

Project TIP U-2412A WBS PE STP-4121(3) County Guilford
Professional Services Firm Name Davis-Martin-Powell
Firm's LSA Contract ID 7000017604
Contract official Randy McNeill, PE

Project Estimate	Principal or Project Engineer or TES III	Senior Engineer or TE II	Junior Engineer or TE I	Senior Technician or TT IV	Junior Technician or TT II	Admin. Assistant	Position Classification	SubTotal
Preliminary Design	48	104		86				238
Ut Agreement Plans	54	108		140				302
Ut Construction PS&E	52	110		196				358
Permits	0	6		18				24
								0
Manhours	154.0	328.0	0.0	440.0	0.0	0.0	0.0	922.0
Hourly Rate	\$ 43.27	\$ 40.25	\$ 31.98	\$ 30.50	\$ 21.89	\$ 17.75	\$ -	
SubTotal	\$ 6,663.58	\$ 13,202.00	\$ -	\$ 13,420.00	\$ -	\$ -	\$ -	\$ 33,285.58
						Overhead	126.220%	\$ 42,013.06
						Subtotal		\$ 75,298.64
						Fee	9%	\$ 6,776.88
						CoC	0.350%	\$ 116.50
						Subtotal		\$ 82,192.02
						Direct Costs		\$ 449.50
						Total Cost		\$ 82,641.52

Invoicing Percentages	Manhours	% Work
Preliminary Design	238.0	25.8%
Ut Agreement Plans	302.0	32.8%
Ut Construction PS&E	358.0	38.8%
Permits	24.0	2.6%
	0.0	0.0%
Total	922	100.0%

Direct Costs	8-1/2"x11"	11"x17"	Bond (34"x22")	Permit and review fees	Mileage	Subtotals
Preliminary Design	400	400	300		500	\$ 449.50
Ut Agreement Plans						\$ -
Ut Construction PS&E						\$ -
Permits						\$ -
						\$ -
						\$ -
Totals	400	400	300	0	500	\$ 449.50
Rate	\$ 0.04	\$ 0.10	\$ 0.42		\$ 0.535	Total
Costs	\$ 16.00	\$ 40.00	\$ 126.00	\$ -	\$ 267.50	\$ 449.50

High Point's Engineering Cost
 $\$10,572.35 = (82,641.52) \frac{205,411}{1,605,649}$ (High Point's Construction Cost Responsibility)
 (Total Construction Cost)