

NORTH CAROLINA

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

GUILFORD COUNTY

DATE: 2/8/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-5169

AND

WBS Elements: 45220.1.2

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”;

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5169, in Guilford County, said plans consists of interchange ramp replacement at I-74/US 311 and NC 68 (Eastchester Drive) in ; 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 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 agreement for Project U-5169.
2. The Municipality shall be responsible for 88.87% of the cost the Preliminary Engineering Design. The cost to the Municipality is \$28,643.46, 88.87% percent of the total cost of \$32,230.74 as shown on the attached Exhibit “A”. 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 the 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. The Municipality shall reimburse the Department for said costs as follows:

- A. Upon completion of the utility construction plans covered by this Agreement, 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. 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.
 - C. 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.
 - 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'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 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.

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 the Department to place provisions in the highway construction agreement for the highway contractor to adjust and relocate the utilities 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 (UCA) a minimum of three months prior to the Department's project let date or 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:

BY: Lisa B. Vierling

TITLE: City Clerk

CITY OF HIGH POINT

BY: [Signature]

TITLE: Mayor

DATE: 3/19/2018

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 Lisa B. Vierling

Clerk of the High Point City Council (governing body) on 3/19/ 2018



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

[Signature] 3/21/2018
(FINANCE OFFICER)

Federal Tax Identification Number

56-6000231

Remittance Address:

City of High Point

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(CHIEF ENGINEER)

DATE: 4/6/18

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 3-8-18 (Date)



EXHIBIT A

PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

NOTICE TO PROCEED – August 24, 2016

LIMITED SERVICES CONTRACT NUMBER: 7000014701

TIP Number: U-5169

6300045230

P. O. Number for Invoicing
Line 10

WBS Element: 45220.1.2

County: Guilford

Project Description: I-74/US 311 and NC 68 (Eastchester Dr) Interchange Ramp Replacement

CONTRACT WORK DESCRIPTION: Utility Design Effort

Prel Design, Ut Agreement plans, Ut Construction PS&E, Permits

The Professional Services Management Unit has reviewed the final negotiated cost proposal and has determined that it is consistent with the above-numbered LSC's salaries and rates reviewed and approved by NCDOT's Office of Inspector General. PSMU has verified the computation of the grand total of the cost proposal.

THEREFORE, this Notice to Proceed is given for professional services related to the scope of work and cost proposal as outlined below.

COST PROPOSAL DATE: May 16, 2016

NOTICE to PROCEED AMOUNT: \$32,230.74 LUMP SUM

Invoices should be sent to: NCDOT Utilities Unit, 1555 Mail Service Center, Raleigh, NC 27699-1555 ATTN: Mr. Barry Whitaker

A completed and signed Subconsultant Form RS-2 must accompany this form when returning it to the NCDOT Contract Administrator.

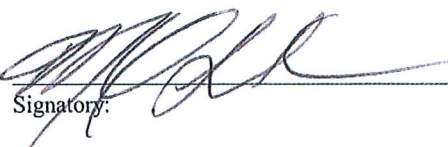
The Subconsultant Form RS-2 can be found at:

<http://www.ncdot.org/doh/forms/files/SubconsultantFormRS2.doc>.

Acknowledgment and Acceptance:

13226 Davis-Martin-Powell & Associates Inc.


Firm Name:

Signatory: 

Date:

8-24-2016

APPROVED: _____


Thomas G. Payne, PE
Professional Services Management Unit

Nothing ComparesSM

PSF Total Project Estimate

Project	TIP	U-5169	WBS PE	45220.1.2	County	Guilford
Professional Services Firm Name	Project Contact	Davis-Martin-Powell	Andrew P. Larrick, PE	Firm's LSA Contract ID	7000014701	Randy L. McNeill, PE

Project Estimate	Principal or Engineer	Project Design Engineer	Larrick/Palmer	Senior Engineer or TE II	Junior Engineer or TE I	Senior Technician Lowe	Junior Technician Bennett/Mannin	Position Classification	SubTotal
Prel Design	16	36	150.0	0.0	0.0	80.0	16		84
Ut Agreement plans	20	42				32	40		134
Ut Construction PS&E	20	48				32	44		144
Permits	8	24							32
Manhours	64.0	150.0	0.0	0.0	0.0	80.0	100.0	0.0	394.0
Hourly Rate	\$ 41.59	\$ 36.90	\$ 31.25	\$ 28.85	\$ 30.50	\$ 2,440.00	\$ 1,910.00	\$ -	\$ 12,546.76
SubTotal	\$ 2,661.76	\$ 5,535.00	\$ -	\$ -	\$ -	\$ 2,440.00	\$ 1,910.00	\$ -	\$ 16,604.38
Invoicing Percentages									
Prel Design		Manhours	84.0	% Work	21.3%				
Ut Agreement plans			134.0		34.0%				
Ut Construction PS&E			144.0		36.5%				
Permits			32.0		8.1%				
			0.0		0.0%				
Total			394		100.0%				
Overhead									
								132.340%	
								Subtotal	\$ 29,151.14
								Fee 9%	\$ 2,623.60
								CoC 0.000%	\$ -
								Subtotal	\$ 31,774.74
								Direct Costs	\$ 456.00
								Total Cost	\$ 32,230.74

Direct Costs	8-1/2"x11"	11"x17"	Bond (34"x22")	Breakfast	Lunch	Supper	Overnight per Diem	Mileage	Subtotals
Prel Design	100	200	150					50	\$ 114.00
Ut Agreement plans	100	200	150					50	\$ 114.00
Ut Construction PS&E	100	200	150					50	\$ 114.00
Permits	100	200	150					50	\$ 114.00
Totals	400	800	600	0	0	0	0	200	\$ 456.00
Rate	\$ 0.04	\$ 0.10	\$ 0.42	\$ 8.30	\$ 10.90	\$ 18.70	\$ 75.00	\$ 0.540	Total
Costs	\$ 16.00	\$ 80.00	\$ 252.00	\$ -	\$ -	\$ -	\$ -	\$ 108.00	\$ 456.00