

NORTH CAROLINA
GUILFORD COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 3/5/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-5169

AND

WBS Elements: 45220.3.1

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-5169, in Guilford County, said plans consists of I-74/US 311 and NC 68 (Eastchester Drive) Interchange ramp replacement; 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-5169 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 estimated cost to the Municipality is \$1,056,735 as shown on the attached Exhibit "B" in accordance with the water and sewer line plans as shown on the attached Exhibit "C". 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:

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)

N.C. Department of Transportation
I-74 / US 311 and NC 68 (Eastchester Drive) Interchange Improvements
Guilford County
NCDOT Project U-5169

EXHIBIT B

Pay Item List for Utility Construction
Based on Utility Agreement Plans - 2/27/2018

Type	Item Number	Section	Pay Item Description	TOTALS	TOTAL	Unit of Meas.
				High Point		
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	202	212	TON
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,268	1,332	SY
P	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	130	180	TON
U	5325400000-E	1510	4" WATER LINE	16	16	LF
U	5325600000-E	1510	6" WATER LINE	88	88	LF
U	5325800000-E	1510	8" WATER LINE	1,039	1,039	LF
U	5326200000-E	1510	12" WATER LINE	27	136	LF
U	5326600000-E	1510	16" WATER LINE	631	631	LF
U	5329000000-E	1510	DI WATER PIPE FITTINGS	9,405	12,030	LBS
U	5540000000-E	1515	6" VALVE	2	3	EA
U	5546000000-E	1515	8" VALVE	3	3	EA
U	5558000000-E	1515	12" VALVE	1	1	EA
U	5571600000-E	1515	6" TAPPING SLEEVE AND VALVE	2	2	EA
U	5571800000-E	1515	8" TAPPING SLEEVE AND VALVE	2	2	EA
U	5648000000-N	1515	RELOCATE WATER METER	24	31	EA
U	5649000000-N	1515	RECONNECT WATER METER	3	3	EA
U	5656100000-E	1515	RELOCATE 1" RPZ BACKFLOW PREVENTION ASSEMBLY	1	1	EA
U	5656200000-E	1515	RELOCATE 2" RPZ BACKFLOW PREVENTION ASSEMBLY	1	1	EA
U	5656600000-E	1515	RELOCATE 6" RPZ BACKFLOW PREVENTION ASSEMBLY	1	1	EA
U	5672000000-N	1515	RELOCATE FIRE HYDRANT	13	15	EA
U	5673000000-E	1515	FIRE HYDRANT LEG	302	379	LF
U	5686000000-E	1515	2" WATER SERVICE LINE	26	26	LF
U	5686500000-E	1515	WATER SERVICE LINE	517	651	LF
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	2,002	2,087	LF
U	5768000000-N	1520	SANITARY SEWER CLEANOUT	25	33	EA
U	5768500000-E	1520	SEWER SERVICE LINE	1,000	1,160	LF
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	10	12	EA
U	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	54	54	LF
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,533	1,650	LF
U	5816000000-E	1530	ABANDON UTILITY MANHOLE	7	8	EA
U	5835800000-E	1540	18" ENCASEMENT PIPE	440	440	LF
U	5872500000-E	1550	BORE AND JACK OF 18"	440	440	LF

High Point
Estimated Construction Cost Responsibility \$ 1,056,735