



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

April 24, 2018

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

SUBJECT: Utility Construction Agreement – City of High Point  
Executed: February 22, 2018  
County: Guilford  
Project: U-2412A, WBS Element: 34802.3.3  
Description: Greensboro/High Point – SR 1486-SR 4121 (Greensboro/High Point Road)  
from proposed US 311 Bypass to West of SR 1480 (Vikrey Chapel Road)

Dear Mr. Spencer:

Attached is a fully executed copy of the Utility Construction Agreement that covers the adjustment and relocation of certain municipally-owned water and sewer lines.

Under the terms of the attached agreement, the municipality shall reimburse the Department in one final payment within sixty (60) days of date of the invoice. The Department will charge interest at the prime rate plus one percent (1%) on any unpaid balance. Based on the approval date of this agreement by the NCDOT Board of Transportation, the prime rate of 4.75% will be used to calculate payment on any unpaid balance due after sixty (60) days of said invoice.

Thank you for your assistance in the execution of this agreement. If you have any questions, please email Ali Koucheki, Utility Engineer at [akoucheki@ncdot.gov](mailto:akoucheki@ncdot.gov) or call (919)707-66699.

DocuSigned by:

Sincerely,

Carl A. Barclay, PE  
State Utilities Manager

CAB: ark

Enclosure

cc: Mike Mills, PE: Division Engineer, (w/ copy of agreement and exhibits)  
Patty Eason, PE: Division Construction Engineer  
Ms. Kris Lorenz, PE - Resident Engineer (w/ copy of agreement and exhibits)  
Lee Ann Billington: Contract Officer  
Earl Jones: Accounts Receivable

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

RECEIVED

APR 30 2018

Public Service Dept.

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:

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: 4-5-18 (Date)

N.C. Department of Transportation  
 SR 1486 / SR 4121 (Greensboro / High Point Road) from  
 US 311 Bypass to West of SR 1480 (Vickrey Chapel Road)  
 Guilford County  
 NCDOT Project U-2412A

**EXHIBIT B**

Pay Item List for Utility Construction  
 Based on Utility Agreement Plans - 2/12/2018

Type	Item Number	Section	Pay Item Description	TOTALS	TOTAL	Unit of Meas.
				High Point		
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	44	318	TON
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	279	1,999	SY
P	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	22	452	TON
U	5325600000-E	1510	6" WATER LINE	752	1,140	LF
U	5325800000-E	1510	8" WATER LINE	53	794	LF
U	5326200000-E	1510	12" WATER LINE	0	1,566	LF
U	5326600000-E	1510	16" WATER LINE	33	33	LF
U	5329000000-E	1510	DI WATER PIPE FITTINGS	3,925	17,840	LBS
U	5540000000-E	1515	6" VALVE	3	11	EA
U	5546000000-E	1515	8" VALVE	0	2	EA
U	5558000000-E	1515	12" VALVE	0	3	EA
U	5648000000-N	1515	RELOCATE WATER METER	13	35	EA
U	5649000000-N	1515	RECONNECT WATER METER	1	3	EA
U	5656100000-E	1515	RELOCATE 3/4" RPZ BACKFLOW PREVENTION ASSEMBLY	1	1	EA
U	5672000000-N	1515	RELOCATE FIRE HYDRANT	7	17	EA
U	5673000000-E	1515	FIRE HYDRANT LEG	251	463	LF
U	5686500000-E	1515	WATER SERVICE LINE	529	1,409	LF
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	0	1,553	LF
U	5691600000-E	1520	16" SANITARY GRAVITY SEWER	0	446	LF
U	5691800000-E	1520	20" SANITARY GRAVITY SEWER	0	464	LF
U	5768000000-N	1520	SANITARY SEWER CLEANOUT	0	2	EA
U	5768500000-E	1520	SEWER SERVICE LINE	0	88	LF
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	1	16	EA
U	5776000000-E	1525	5' DIA UTILITY MANHOLE	0	5	EA
U	5777000000-E	1525	6' DIA UTILITY MANHOLE	0	4	EA
U	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	0	47	LF
U	5782000000-E	1525	UTILITY MANHOLE WALL, 5' DIA	0	56	LF
U	5783000000-E	1525	UTILITY MANHOLE WALL, 6' DIA	0	32	LF
U	5798000000-E	1530	ABANDON 15" UTILITY PIPE	0	337	LF
U	5798000000-E	1530	ABANDON 21" UTILITY PIPE	0	445	LF
U	5798000000-E	1530	ABANDON 36" UTILITY PIPE	0	1,386	LF
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	122	1,265	LF
U	5802000000-E	1530	ABANDON 10" UTILITY PIPE	0	125	LF
U	5804000000-E	1530	ABANDON 12" UTILITY PIPE	0	1,566	LF
U	5812000000-E	1530	ABANDON 20" UTILITY PIPE	0	114	LF
U	5813000000-E	1530	ABANDON 24" UTILITY PIPE	0	512	LF
U	5815000000-E	1530	REMOVE WATER METER	10	34	EA
U	5815500000-N	1530	REMOVE FIRE HYDRANT	0	2	EA
U	5816000000-E	1530	ABANDON UTILITY MANHOLE	1	23	EA
U	5828000000-E	1530	REMOVE UTILITY MANHOLE	0	2	EA
U	5888000000-E	SP	ADJUST 48" FRP MH RISER	0	31	LF

Estimated Construction Cost Responsibility \$ High Point 205,411