



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 Preliminary Engineering Agreement-Receivable – City of High Point
Executed: March 14, 2018
County: Guilford
Project: U-2412A,
WBS Element: 34802.3.3
Description: Greensboro/Highpoint-SR 1486-SR 4121 (Greensboro/High Point Road)
from proposed US 311 Bypass to West of SR 1480 (Vickrey Chapel Road)

Dear Mr. Spencer:

Attached is a fully executed copy of the Utility Preliminary Engineering Agreement that covers the engineering of 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 or call (919)707-6699.

Signed by:

C1F3F9069A404EA...
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

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

RECEIVED

APR 30 2018

Public Service Dept.

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.
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- 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] 3/2/2018
(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)

EXHIBIT A

PSF Total Project Estimate

Project U-2412A **TIP** WBS PE **STP** 4121(3) **County** Guilford
Professional Services Firm Name Davis-Martin-Powell **Firm's LSA Contract ID** 7000017604
Project Contact Andy Larrick, PE **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 Costs \$10,572.35 = (82,141.52) 205,411 (High Point's Construction Cost Responsibility) 1,605,649 (Total Construction Cost)