

NORTH CAROLINA  
GUILFORD COUNTY

**UTILITY AGREEMENT**

DATE: 1/13/2015

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: U-2524BC

AND

WBS Elements: 34820.3.29

CITY OF GREENSBORO

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 Greensboro, 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-2524BC, in Guilford County, said plans consists of Greensboro Western Loop from I-73/I-840 to SR 2085 (Bryan Boulevard) Interchange.; Guilford County; 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-2524BC Guilford County, for the contractor to adjust and relocate water 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 water lines cost as shown on the attached Exhibit "C". The estimated cost to the Municipality is \$63,160.35 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 cost 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: CITY OF GREENSBORO  
BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: Director of Water Resources

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 \_\_\_\_\_ of the local governing body of the City of Greensboro as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

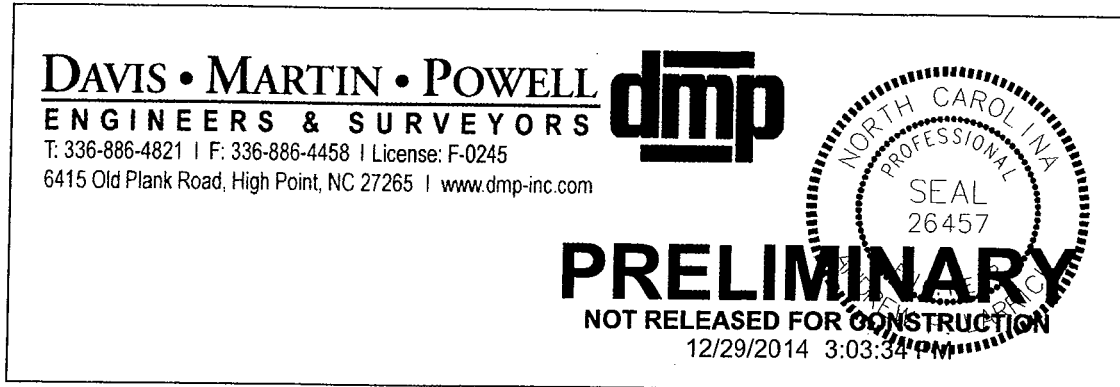
Federal Tax Identification Number  
\_\_\_\_\_

Remittance Address:  
City of Greensboro  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

PROJECT SPECIAL PROVISIONS  
Utility Construction**Revise the 2012 Standard Specifications as follows:****Page 10-58, Sub-article 1036-1 General**

Add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:**

Add the following sentences:

The utility owner is the City of Greensboro. For work involving Greensboro's facilities, the Contractor shall contact the City of Greensboro Service Center at (336) 373-2033, the City of Greensboro Water Resources Department Administration at (336) 373-2055, and the City of Greensboro Water and Sewer Inspections Department at (336) 373-2377.

A representative from the City of Greensboro shall witness all tests performed on their water and sewer facilities. Test results shall be provided to the City of Greensboro for any tests involving their facilities.

**Page 15-2, Sub-article 1500-9 Placing Pipelines into Service**

Add the following sentence:

Obtain approval from the NCDENR-Public Water Supply Section prior to placing a new water line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line.

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization**

Change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

PROJECT SPECIAL PROVISIONS  
Utility Construction

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph:**

Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

**Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, seventh paragraph:**

Delete the words "may be performed concurrently or consecutively."  
and replace with "shall be performed consecutively."

**Page 15-7, sub-article 1515-2 Materials,**

Replace paragraph beginning "Double check valves..." with the following:

Double Check valves (DCV) and Reduced Pressure Zone principal (RPZ) backflow prevention assemblies shall be listed on the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research list of approved backflow devices.

**Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,**

Replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

Project Quantities Estimate Report (Without break down)

<u>WBS</u>	<u>PROJECT</u>	<u>TIP NO.</u>	<u>FEDERAL AID NO.</u>	<u>COUNTY</u>
34820.3.2	G203290-UT	U-25248C	NHF-0708(82)	GUILFORD

TYPE OF WORK: GRADING, DRAINAGE, PAVING, AUX LANES, ITS & STRUCTURES.  
LOCATION: GREENSBORO W LOOP FROM I-73/I-840 TO SR-2085 (BRYAN BLVD) INTERCHANGE.

EXHIBIT B

Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS					
0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	19	TON	
0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	97	SY	
1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	10	TON	
5326200000-E	1510	12" WATER LINE	360	LF	
5836000000-E	1540	24" ENCASEMENT PIPE	70	LF	
5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	35	LF	
5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	35	LF	

1119/Jan13/Q626.0/D25237640000/E7

Total Length Of Project : .0 miles

\$ 63,160.35