

NORTH CAROLINA
GUILFORD COUNTY

DESIGN BUILD UTILITY AGREEMENT

DATE: 6/29/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-2413A

AND

WBS Element: 34429.3.S8

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 R-2413A, in Guilford County, said plans consists of NC 68 From Pleasant Ridge Road (SR 2133) To Leabourne Road (SR 2016), and Pleasant Ridge Road (SR 2133) From Brigham Road (SR 2012) To NC 68; 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 R-2413A Guilford County, for betterment work to the water lines. Said work shall be accomplished in accordance with the cost estimate attached hereto as Exhibit "A" and the plan sheets attached hereto as Exhibit "B."
2. The Municipality shall be responsible for the entire betterment cost as shown on attached Exhibit "A". The estimated cost to the Municipality is \$2,610,192.79. It is understood by both parties 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 as shown in Exhibit "A" 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 work covered under this Agreement, the Municipality shall assume normal maintenance operations to the 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: _____

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 City of Greensboro as attested to by the 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)

N.C. Department of Transportation
I-73 Design Build Project
DOT Project R-2413A
Guilford County



Proposed Water System Betterments for the City of Greensboro

Pay Item List for Utility Construction
Based on Utility Construction Plans - 5/5/2015

Bid Item Number	DOT Item Number	Section	Pay Item Description	Qty	Units	Unit Cost	Ext. Price
1	0000100000	800	MOBILIZATION	1.00	LS	\$ 197,101.84	\$ 197,101.84
2	0008000000	200	SUPPLEMENTARY CLEARING AND GRUBBING	1.51	AC	\$ 17,383.05	\$ 26,294.06
3	0318000000	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	684	TN	\$ 56.66	\$ 38,783.49
4	5325000000	1510	1" WATER LINE	165	LF	\$ 21.03	\$ 3,469.95
5	5325800000	1510	8" WATER LINE	15	LF	\$ 52.57	\$ 788.55
6	5326200000	1510	12" WATER LINE	3,197	LF	\$ 103.02	\$ 329,354.94
7	5326600000	1510	16" WATER LINE	6,978	LF	\$ 133.56	\$ 931,981.68
8	5546000000	1515	8" VALVE	1	EA	\$ 1,557.30	\$ 1,557.30
9	5558000000	1515	12" VALVE	5	EA	\$ 4,073.95	\$ 20,369.75
10	5558600000	1515	16" VALVE	3	EA	\$ 12,944.64	\$ 38,833.92
11	5572600000	1515	16" TAPPING VALVE	1	EA	\$ 28,254.80	\$ 28,254.80
12	5589200000	1515	2" AIR RELEASE VALVE	4	EA	\$ 4,303.93	\$ 17,215.72
13	5606600000	1515	6" BLOW OFF	1	EA	\$ 3,515.42	\$ 3,515.42
14	5649000000	1515	RECONNECT WATER METER	1	EA	\$ 965.92	\$ 965.92
15	5666000000	1515	FIRE HYDRANT	8	EA	\$ 6,636.59	\$ 53,092.72
16	5836000000	1540	24" ENCASEMENT PIPE	660	LF	\$ 170.84	\$ 112,754.40
17	5836200000	1540	30" ENCASEMENT PIPE	1,900	LF	\$ 216.84	\$ 411,996.00
18	5872200000	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	550	LF	\$ 497.95	\$ 273,872.50
19	5872210000	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL *	50	LF	\$ 1,294.46	\$ 64,723.00
20	5872300000	1550	TRENCHLESS INSTALLATION OF 30" IN SOIL	1,150	LF	\$ 556.15	\$ 639,572.50
21	5872310000	1550	TRENCHLESS INSTALLATION OF 30" NOT IN SOIL *	50	LF	\$ 1,396.97	\$ 69,848.50
22	5882000000	SP	RECONNECT FIRE HYDRANT	1	EA	\$ 2,444.37	\$ 2,444.37
23	6000000000	1605	TEMPORARY SILT FENCE	2,800	LF	\$ 2.23	\$ 6,244.00
24	6012000000	1610	SEDIMENT CONTROL STONE	16	TN	\$ 61.03	\$ 976.48
25	6084000000	1660	SEEDING & MULCHING	3.20	AC	\$ 2,006.97	\$ 6,413.18
Sum						\$ 3,280,424.99	
Delete 600' of 30" Trenchless Install - In Soil *				-600		\$ 556.15	\$ (333,690.00)
Delete 30" Casing Under Wetland *				-340		\$ 216.84	\$ (73,725.60)
Delete 30" Casing Trenchless Install - In Soil Under Wetland *				-340		\$ 556.15	\$ (262,816.60)
Potential Sum						\$	\$ 2,610,192.79

Note: * Quantities of Trenchless Installation of Casing pipe Not In Soil is dependent on field conditions and may be subject to change. All of the proposed deletions/modifications are contingent on NCDOT's approval as well as approval by the Appropriate Environmental Agencies.