

CITY OF GREENSBORO
GUILFORD COUNTY, NORTH CAROLINA
AGREEMENT FOR
High Point Road Streetscape – Project P05068

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2016, by and between the City of Greensboro, North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the "CITY OF GREENSBORO"), and AT&T (hereinafter referred to as the "COMPANY").

WHEREAS, the CITY OF GREENSBORO proposes under the above written project number to install a streetscape improvement on High Point Road (SR 4121), (hereinafter referred to as the "PROJECT") in Guilford County, North Carolina; and

WHEREAS, the PROJECT will be constructed by the CITY OF GREENSBORO on existing STATE road rights-of-way (hereinafter referred to as the "STATE RIGHT-OF-WAY"); and

WHEREAS, the COMPANY having facilities presently located within the STATE RIGHT-OF-WAY, which were installed under STATE permit or The Company has the right of occupancy in its existing location by reason of holding the fee, an easement, or other real property interest; and

WHEREAS, the COMPANY's facilities lying within, adjacent and perpendicular to the STATE RIGHT OF WAY are located within the limits of STATE RIGHT OF WAY; and

WHEREAS, said STATE RIGHT OF WAY provides the rights to install, operate, and maintain such facilities on the rights of way thereof; and

WHEREAS, to accommodate the construction of the PROJECT, it will become necessary for COMPANY to prepare one estimate and one scope of work for the entire PROJECT, to be used for budgeting purpose and to establish one agreement between the CITY OF GREENSBORO and COMPANY; and the scope of work will describe the total adjustments to the existing facilities of the COMPANY, including but not limited to the relocation and installation of COMPANY'S facilities and improvements, attached hereto and made a part of this Agreement as Exhibit A, said adjustments to be made in accordance with an estimate of \$ 425,000.00 prepared by the COMPANY, attached hereto and made a part of this Agreement as Exhibit B; and

WHEREAS, it is desired that the COMPANY adjust its facilities within the STATE RIGHT OF WAY to accommodate the construction of the PROJECT;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

Section 1. It is specifically understood that the project number shown above is for the CITY OF GREENSBORO's identification purposes only and may be subject to change by the CITY OF

GREENSBORO. In the event it becomes necessary for the CITY OF GREENSBORO to assign a different project number, the CITY OF GREENSBORO will notify the COMPANY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

Section 2. The COMPANY may submit to the CITY OF GREENSBORO bills for the eligible cost of the work as done by the COMPANY after each phase of the utility adjustment work, and shall submit to the CITY OF GREENSBORO one final and complete billing of all eligible costs when the work has been completed.

Section 3. The CITY OF GREENSBORO will pay bills promptly after completion by the COMPANY of each phase of the utility adjustment work upon receipt and verification thereof and final bill upon validation and approval thereof by the CITY OF GREENSBORO Engineer. Payment will be made in the amount of sums invoiced less previous partial payments. The CITY OF GREENSBORO will pay the COMPANY a sum equal to 100 percent (100%) of the actual cost of the PROJECT to COMPANY as detailed in the estimate (Exhibit B). Should the actual cost exceed the estimated cost, an extra work order explaining the reason for the increase in cost will be submitted for approval by the CITY OF GREENSBORO.

Section 4. At any time within three years after the date of the conditional final payment the CITY OF GREENSBORO may audit the cost records and accounts of the COMPANY pertaining to this utility adjustment and bill the COMPANY the amount of any unallowable expenditure made in the conditional final payment of this phase of the utility adjustment or, if no unallowable expenditure is found, notify the COMPANY of that fact in writing. An unallowable expenditure is an expense for items that are unrelated to this project or outside the scope of this project. For audit purposes, the cost records and accounts of the COMPANY pertaining to this utility adjustments shall be made available to the representatives of the CITY OF GREENSBORO at the Greensboro Office of the COMPANY during the progress of the work and for a period of not less than three (3) years from the date conditional final payment has been received by the COMPANY.

Section 5. The CITY OF GREENSBORO will not be bound to pay any amount in excess of 100 percent of the reimbursable portion of the detailed cost estimate (Exhibit B) attached hereto nor for any items of work not provided for in the detailed estimate (Exhibit C), except for adverse conditions or as shall be developed and approved by the CITY OF GREENSBORO. In the event it is determined that adverse conditions exist or a change in the work to be performed by the COMPANY shall be required or that an increase in cost anticipated will be incurred by the COMPANY, a written change or extra work order approved by the CITY OF GREENSBORO will be required. The amount of the detailed cost estimate (Exhibit B) attached hereto will be allotted from available funds and written notice given to the COMPANY by the CITY OF GREENSBORO before the COMPANY is authorized to proceed with the work to be performed by the COMPANY for the phase of the utility adjustments under this Agreement.

Section 6. The CITY OF GREENSBORO agrees to notify the COMPANY when the roadway construction contract is awarded and furnish the name of the contractor who will perform the roadway work. The CITY OF GREENSBORO agrees to plan with the COMPANY and the CITY OF GREENSBORO Contractor as necessary, a schedule of operations which will clearly set forth at which state of the contractor's operations the COMPANY will be required to perform his removal

and relocation work.

Section 7. The COMPANY shall be responsible for providing signing and other traffic control measures during construction in accordance with PART 6 of the US DOT Manual on Uniform Control Devices, current edition or as required by the CITY OF GREENSBORO'S Engineer.

Section 8. The COMPANY hereby agrees to indemnify and save harmless the CITY OF GREENSBORO from any and all damages caused by the COMPANY'S negligence arising out of or related to the work authorized under this Agreement. The COMPANY further represents to the CITY OF GREENSBORO that it currently is self-insured for liability up to \$1,000,000 and that it will be responsible for handling its claims.

Section 9. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 10. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the CITY OF GREENSBORO, North Carolina and that all questions of interpretation and construction shall be governed by the law of the State of North Carolina.

AT&T (name of utility)
By: John A. Hudspeth
Name: John A. Hudspeth
Title: Area Manager

[CITY SIGNATURE PAGE]