



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

Invoice

Bill To:

CITY OF GREENSBORO
2602 S. ELM-EUGENE STREET
GREENSBORO NC 27406

Order Information

Customer Number: 78724
Invoice Number: 90607946
Purchase Order #: 005081-001_6167_0001
Purchase Order Date: 08/11/2014
Sales Order Number: 548076
Payment Terms: Net due 60 days
Billing Date: 11/17/2016
Due Date: 01/16/2017

Remit To:

North Carolina Department of Transportation
Fiscal Section - Accounts Receivable Unit
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

Contact Person: Earl Jones
Phone: 919-707-4212
Fax: 919-715-8718
Internet: eljones@ncdot.gov

Page 1 of 1

Invoice Details

Item	Description	Quantity	Unit Price	Amount
0010	Municipal Participation Reimbursement UTILITY AGREEMENT EXECUTED 8/11/14 WITH THE CITY OF GREENSBORO CONSISTING OF SR2819 (MCLEANSVILLE ROAD) GRADE SEPARATION OVER NS/NCRR RAILROAD FROM SR2826 TO NORTH OF SR2746. SPECIFICALLY, ADJUSTMENT AND RELOCATION OF WATER LINES ALONG PROJECT P-5204 IN GUILFORD COUNTY. AGREEMENT COSTS TOTAL \$469,385.00 PER ATTACHED 11/7/16 E-MAIL AND ITEMIZATION OF BILLABLE MUNICIPAL PARTICIPATION COSTS RECEIVED FROM PEGGY POWERS OF NCDOT'S RAIL DIVISION.	1 EA	469,385.00	469,385.00
	Total Amount Due			\$ 469,385.00

Please return the attached copy of this invoice to ensure proper credit for your payment. Remittances should be made payable to N.C. Department of Transportation.

Contract N	Line Item Num	Line Item Desc	Line Item Quar	Line Item Unit	Line Item L	Quantity P	Amount Paid to Date	Comments
								219.76 out of
C203489	36	ASPH PLT MIX	530	\$150.00	Tons	219.76	\$38,728.50	\$32,964.00 258.19 tons are NP
C203489	105	8 WATER LINE'	313	\$68.00	Linear Feet	238	\$16,184.00	\$16,184.00
C203489	106	12 WATER LINE	1,156.00	\$68.00	Linear Feet	1,243.00	\$84,524.00	\$84,524.00
C203489	107	16 WATER LINE	1,609.00	\$127.00	Linear Feet	1,515.00	\$192,405.00	\$192,405.00
C203489	108	8 VALVE"	1	\$2,100.00	Each	1	\$2,100.00	\$2,100.00
C203489	109	12 VALVE"	2	\$3,500.00	Each	2	\$7,000.00	\$7,000.00
C203489	110	16 VALVE"	5	\$9,800.00	Each	5	\$29,400.00	\$49,000.00
C203489	111	RELOCATE WA	3	\$1,400.00	Each	3	\$4,200.00	\$4,200.00
C203489	112	FIRE HYDRANT	7	\$4,500.00	Each	7	\$31,500.00	\$31,500.00
C203489	113	RELOCATE FIRE	1	\$3,000.00	Each	1	\$3,000.00	\$3,000.00
C203489	114	SANITARY SEW	4	\$1,000.00	Each	3	\$2,000.00	\$3,000.00
C203489	115	18 ENCASEMEI	112	\$84.00	Linear Feet	112	\$9,408.00	\$9,408.00
C203489	116	24 ENCASEMEI	310	\$110.00	Linear Feet	310	\$34,100.00	\$34,100.00
C203489	12	FND CONDT N	570	\$33.00	Tons	0	\$3,888.39	\$0.00 117.83 tons pd as P
C203489	13	FND CONDT G	2,794.00	\$2.45	Square Yards	0	\$21.78	\$0.00 Not set up as NP; 8.89 sy pd as P
							\$458,459.67	\$469,385.00



State of North Carolina
DEPARTMENT OF TRANSPORTATION

Summarized Agreement Data
Cover Sheet

Date: 9/9/14
Processed by: Earl Jones

Customer Name: City of Greensboro
WBS Element: 52400. 3. STR01T4 Fund Center: 157829
Customer No.: 78724 Detail Fund: 2902999
BRS No.: 11 4029 Old Work Order: N/A
Funding Doc No.: 225729 TIP No.: P-5204
DOT Agreement No.: 005081-001 Participating or Non-Participating (circle): Non-Participating
SAP Agreement No.: 6167 Amount: \$416,000.00

ZBUDGET Entry No: 14737/14738

Action Items:

- ☒ A/R Manager to approve and workflow ZBUDGET entries.
- ☒ Director or Asst. Director to approve and workflow ZBUDGET entries.
- ☒ ZTRANSFER
- ☒ Funding Document approval (circle one):
 - A/R Manager
 - ~~Work Order Unit~~
 - Federal Aid Unit
- N/A Ensure Down Payment clears on Agreement.
- N/A Recharacterization of expenditures by Work Order Unit or Federal Aid Unit (if required)
- N/A Bill (if appropriate):
- ☒ Complete agreement if appropriate and process for scanning.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

September 9, 2014

MEMORANDUM TO: O'hara Parker
Utilities Agent

FROM: Lee Ann Billington, Contract Officer
Local Programs Management

SUBJECT: Greensboro Utility Agreement
TIP: P-5204
WBS: 52400.3.STR01T4
Executed: August 11, 2014

Enclosed are two original Agreements for the above referenced project. Please forward to the appropriate authority and retain one for your file.

A copy of this Agreement can be found in the Project Agreement Web System (<https://intranet.dot.state.nc.us/projects/agreements/>) under ID # 4962 for Fiscal to scan into IXOS.

For additional assistance, I can be reached at (919) 707-6628 or labillington@ncdot.gov.

Enclosure

cc: Earl Jones, Accounts Receivable

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27899-1595

TELEPHONE: 919-707-6800
FAX: 919-212-6711
WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC

NORTH CAROLINA
GUILFORD COUNTY

UTILITY AGREEMENT

DATE: 5/7/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: P-5204

AND

WBS Elements: 52400.3.STR01T4

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 P-5204, in Guilford County, said plans consists of SR 2819 (McLeansville Road) grade separation over NS/NCRR Railroad from SR 2826 to north of SR 2746; 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 P--5204 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 \$416,000.00 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. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
7. 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: Debra J. [Signature]

BY: [Signature]

TITLE: Deputy City Clerk

TITLE: Director of Water Resources

DATE: 6/13/14

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 Steven Drew Dir. Water Resources of the local governing body of the City of Greensboro

as attested to by the signature of Clerk of said governing body on 6-13-14 (Date)

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

(SEAL)

[Signature]
(FINANCE OFFICER)

Federal Tax Identification Number

56-6000230

Remittance Address:

City of Greensboro

2602 S. Elm Eugene Street

Greensboro NC 27406

DEPARTMENT OF TRANSPORTATION

BY: [Signature]

(CHIEF ENGINEER)

DATE: 8/11/14

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 6-5-2014 (Date)