

NORTH CAROLINA
GUILFORD COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 3/4/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP R-4707

WBS Elements: PE 36599.1.5

AND

CON 36599.3.1

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."

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-4707, in Guilford County, said plans consists of interchange improvements at US 29 and SR 4771 (Reedy Fork Parkway), including replacement of Bridge 400360; 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:

PRELIMINARY ENGINEERING PLAN

1. The Department shall use its utility limited service agreement for Project R-4707.
2. The Municipality shall be responsible for the costs of the Preliminary Engineering plan. The fixed cost to the Municipality is \$21,937.68 as shown on the attached table Exhibit *B".

3. It is understood by both the Department and the Municipality that this is a final cost unless the Municipality requests additional work not covered under this Agreement, or 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 re-engineer plans due to the Department's plan revisions.
4. Upon the satisfactory completion of the utility construction plans the Municipality shall review and approve the plans, 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, costs, special provisions and acceptance by the Department and the Municipality for the plans to be made part of the highway roadway contract.

CONSTRUCTION

The Department shall place provisions in the construction contract for Project R-4707 for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets on "Exhibit "A", Utility Relocation – Construction cost estimates attached hereto as Exhibit "B", and project specific provisions, if applicable, as Exhibit "C". The estimated cost is \$2,677,192.16 as shown on the attached table Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change.

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

5. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Municipality for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - B. 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 and actual quantities used.
 - C. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

- 6. 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.

7. 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.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
10. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, 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.

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: _____

NCDOT Project R-4707
US 29 and SR 4771 (Reedy Fork Parkway) Interchange Improvements

Exhibit B

Estimated City of Greensboro
Cost Responsibility -
Construction

Pay Item Description	Pay Item Quantities	Pay Item Units
FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	146	TON
FOUNDATION CONDITIONING GEOTEXTILE	820	SY
ASPHALT PLANT MIX, PAVEMENT REPAIR	50	TON
8" WATER LINE	146	LF
12" WATER LINE	50	LF
20" WATER LINE	1,648	LF
30" WATER LINE	0	LF
DUCTILE IRON WATER PIPE FITTINGS	17,970	LBS
6" VALVE	2	EA
8" VALVE	3	EA
12" VALVE	1	EA
20" VALVE	5	EA
2" AIR RELEASE VALVE	1	EA
RELOCATE WATER METER	2	EA
FIRE HYDRANT	5	EA
RELOCATE FIRE HYDRANT	1	EA
FIRE HYDRANT LEG	125	LF
20" LINE STOP	3	EA
WATER SERVICE LINE	28	LF
36" SANITARY GRAVITY SEWER	294	LF
8" SANITARY GRAVITY SEWER	68	LF
SANITARY SEWER CLEANOUT	2	EA
SEWER SERVICE LINE	50	LF
DUCTILE IRON SEWER PIPE FITTINGS	725	LBS
4' DIA UTILITY MANHOLE	1	EA
5' DIA UTILITY MANHOLE	0	EA
UTILITY MANHOLE WALL, 4' DIA	5	LF
UTILITY MANHOLE WALL, 5' DIA	0	LF
ABANDON 8" UTILITY PIPE	0	LF
ABANDON 10" UTILITY PIPE	78	LF
ABANDON 12" UTILITY PIPE	56	LF
ABANDON 16" UTILITY PIPE	173	LF
ABANDON 20" UTILITY PIPE	1,373	LF
ABANDON 30" UTILITY PIPE	275	LF
REMOVE FIRE HYDRANT	5	EA
ABANDON UTILITY MANHOLE	5	EA
60" ENCASEMENT PIPE	280	LF
18" ENCASEMENT PIPE	0	LF
30" ENCASEMENT PIPE	260	LF
BORE AND JACK OF 30"	225	LF
TUNNELING OF 60"	280	LF
CONCRETE ANTI-SEEP PIPE COLLAR	0	EA
6' DIA POLYMER CONCRETE UTILITY MANHOLE	1	EA
POLYMER CONCRETE UTILITY MANHOLE WALL 6' DIA	15	LF
8" PRESSURE RELIEF VALVE IN 7' DIA MANHOLE	1	EA
City of Greensboro Utility Relocation Cost Responsibility - Construction		\$2,677,192.16
City of Greensboro Utility Relocation Cost Responsibility - Engineering		\$21,937.68

