

NORTH CAROLINA
GUILFORD COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 8/6/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-2581BA

AND

WBS Elements: 34840.1.4

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-2581BA, in Guilford County, said plans consists of US 70 from SR 3045 (Mount Hope Church Road) to SR 3175 (Birch Creek Road); 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

1. The Department shall use its utility limited service agreement for Municipality's Preliminary Engineering Design. The actual cost to the Municipality is \$46,511.89. 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.

2. The Municipality will participate in the preliminary engineering costs by submitting a check for \$46,511.89 to the Department's Division Engineer upon partial execution of this Agreement by the Municipality. Both parties understand that there will be no adjustment to this fixed amount. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.
4. Upon the satisfactory completion of the utility construction plans covered under this Agreement, 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, estimate, special provisions and acceptance by the Department and Municipality for the plans to be made part of the highway roadway contract.

CONSTRUCTION

5. The Department shall place provisions in the construction contract for Project U-2581BA Guilford County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
6. The Municipality shall be responsible for cost of the water and sewer lines shown on the plans attached as Exhibit "A". The estimated cost to the Municipality for construction is \$1,246,707.00 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:

REIMBURSEMENT TO THE DEPARTMENT

7. Upon completion of the utility construction, 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.
 - A. 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.
 - B. 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.
8. 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.
9. 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.

MAINTENANCE

10. 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.

11. 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.
12. 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.
13. 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:

BY: Tebony C. Rosa

TITLE: Deputy City Clerk

CITY OF GREENSBORO

BY: [Signature]

TITLE: Water Resources Director

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 the City of Greensboro as attested to by the signature of ^{Deputy} Clerk of the (governing body)

Tebony C. Rosa on 8-19-19

(SEAL)

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

[Signature]
Deputy (FINANCE OFFICER)

Federal Tax Identification Number

56-6000230

Remittance Address:

City of Greensboro

2402 S. Elm Eugene Street
Greensboro NC 27406

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(CHIEF ENGINEER)

DATE: 8/19

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8-8-19 (Date)

NC Department of Transportation

Exhibit B

US 70 (Burlington Rd.) from West of SR 3045
(Mt. Hope Church Rd.) to Just East of SR 2826
(Birch Creek Rd.)
Guilford County
NCDOT Project U-2581BA

Pay Item Description	COG-Relocation	Unit Cost	TOTAL	Unit of Meas.
FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	160	\$ 35.00	\$ 5,600.00	TON
FOUNDATION CONDITIONING GEOTEXTILE	1,008	\$ 3.00	\$ 3,024.00	SY
ASPHALT PLANT MIX, PAVEMENT REPAIR	190	\$ 140.00	\$ 26,600.00	TON
8" WATER LINE	355	\$ 70.00	\$ 24,850.00	LF
12" WATER LINE	355	\$ 100.00	\$ 35,500.00	LF
16" WATER LINE	492	\$ 160.00	\$ 78,720.00	LF
DUCTILE IRON WATER PIPE FITTINGS	5,100	\$ 9.00	\$ 45,900.00	LBS
6" VALVE	2	\$ 2,400.00	\$ 4,800.00	EA
8" VALVE	1	\$ 2,600.00	\$ 2,600.00	EA
6" TAPPING SLEEVE & VALVE	5	\$ 7,000.00	\$ 35,000.00	EA
8" TAPPING SLEEVE & VALVE	3	\$ 10,000.00	\$ 30,000.00	EA
12" TAPPING SLEEVE & VALVE	2	\$ 14,000.00	\$ 28,000.00	EA
2" AIR RELEASE VALVE	1	\$ 12,000.00	\$ 12,000.00	EA
RELOCATE WATER METER	2	\$ 2,000.00	\$ 4,000.00	EA
RELOCATE 3/4" RPZ BACKFLOW PREVENTION ASSEMBLY	1	\$ 2,100.00	\$ 2,100.00	EA
RELOCATE 1" RPZ BACKFLOW PREVENTION ASSEMBLY	1	\$ 2,000.00	\$ 2,000.00	EA
RELOCATE FIRE HYDRANT	11	\$ 3,000.00	\$ 33,000.00	EA
FIRE HYDRANT LEG	195	\$ 50.00	\$ 9,750.00	LF
16" LINE STOP	5	\$ 27,000.00	\$ 135,000.00	EA
WATER SERVICE LINE	28	\$ 35.00	\$ 980.00	LF
8" SANITARY GRAVITY SEWER	644	\$ 145.00	\$ 93,380.00	LF
8" FORCE MAIN SEWER	1,037	\$ 75.00	\$ 77,775.00	LF
SANITARY SEWER CLEANOUT	3	\$ 2,000.00	\$ 6,000.00	EA
SEWER SERVICE LINE	150	\$ 40.00	\$ 6,000.00	LF
DUCTILE IRON SEWER PIPE FITTINGS	2,540	\$ 9.00	\$ 22,860.00	LBS
4' DIA UTILITY MANHOLE	4	\$ 4,500.00	\$ 18,000.00	EA
5' DIA UTILITY MANHOLE	1	\$ 7,000.00	\$ 7,000.00	EA
UTILITY MANHOLE WALL, 4' DIA	10	\$ 350.00	\$ 3,500.00	LF
UTILITY MANHOLE WALL, 5' DIA	3	\$ 650.00	\$ 1,950.00	LF
ABANDON 8" UTILITY PIPE	189	\$ 18.00	\$ 3,402.00	LF
ABANDON 16" UTILITY PIPE	1,022	\$ 28.00	\$ 28,616.00	LF
ABANDON UTILITY MANHOLE	2	\$ 1,600.00	\$ 3,200.00	EA
REMOVE UTILITY MANHOLE	1	\$ 1,800.00	\$ 1,800.00	EA
16" ENCASEMENT PIPE	225	\$ 180.00	\$ 40,500.00	LF
24" ENCASEMENT PIPE	310	\$ 230.00	\$ 71,300.00	LF
BORE AND JACK OF 16"	190	\$ 550.00	\$ 104,500.00	LF
BORE AND JACK OF 24"	225	\$ 700.00	\$ 157,500.00	LF
DIRECTIONAL DRILLING OF 8"	160	\$ 500.00	\$ 80,000.00	LF
Estimated Construction Cost Responsibility	COG-Relocation		\$1,246,707.00	