

RESOLUTION NO.: R-2016-081

Authorizing the City Manager to execute an Agreement for In-Contract Utility Relocation,  
Water Line WM4281 Relocation along Hard Scrabble Road for the  
South Carolina Department of Transportation (SCDOT) Hard Scrabble Road Widening Project

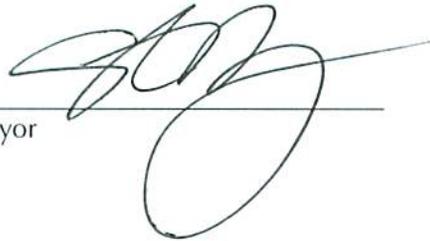
ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 15th day of November, 2016, that the City Manager is hereby authorized to execute the attached Agreement for In-Contract Utility Relocation, Water Line WM4281 Relocation along Hard Scrabble Road for the Hard Scrabble Road widening project with the South Carolina Department of Transportation (SCDOT), or on a form to be approved by the City Attorney, the total compensation of costs to the City of Columbia shall not exceed Two Million One Hundred Forty-eight Thousand Two Hundred Seventy-four and 72/100 (\$2,148,274.72) Dollars.

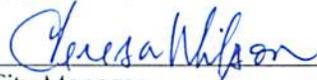
(Funding Source: CIP WM 4281 (552 9999))

Requested by:

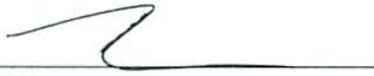
Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

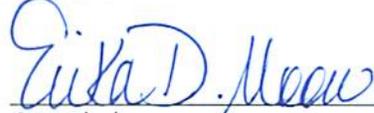
Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 11/15/2016

Final Reading: 11/15/2016

**AGREEMENT  
For In-Contract Utility Relocation**

**Water Line WM4281 Relocation  
Hard Scrabble Road in Richland County  
SCDOT Project ID 4083940**

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In an effort to ensure the successful completion of the Water Line facilities relocation along the above referenced location in Richland County, and in consideration for the mutual promises and commitments set forth below, the South Carolina Department of Transportation (SCDOT) and the City of Columbia (PARTICIPANT) covenant and agree as follows:

This document is to serve as an Agreement as to the specific responsibilities of the PARTICIPANT and SCDOT in completing this project and associated Utility Work.

**Section I – Definitions**

1. The term “Project” shall refer to the engineering, right-of-way services, construction, and inspection services associated with the Water Line Relocation undertaken in connection with the Widening project along Hard Scrabble Road in Richland County.

A. The term “Utility Work” shall include the following items:  
**Water Line Relocation**

**Section II - Agreements by the Parties**

1. The Utility Work shall be included in SCDOT’s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by PARTICIPANT and licensed and qualified to perform the Utility Work.
3. SCDOT will supply a detailed cost breakdown for any scope changes and PARTICIPANT must approve this scope change before the contractor can commence with the work.

**Section III - Funding**

1. SCDOT shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT’s “A Policy for Accommodating Utilities on Highway Rights of Way” and 23 CFR 645A.

2. **SCDOT** will pay for the cost of the Utility Work included in **SCDOT's** Contract, and **PARTICIPANT** will reimburse **SCDOT** for its share of the cost as set forth below.
3. **PARTICIPANT** estimates the total cost of construction of the Utility Work to be \$6,734,403.50 plus a maximum 10% management fee not to exceed a total cost of \$7,407,843.85 with such costs to be allocated as follows:
  - a. **SCDOT's** share is based on 16,820 linear feet (3.19 miles) of relocation and is estimated at \$5,259,569.13 (71%); and
  - b. **PARTICIPANT's** share is based on 6,900 linear feet (1.31 miles) of relocation and is estimated at \$2,148,274.72 (29%).
  - c. Actual construction costs will be allocated between the parties according to these percentages.
4. In accordance with its procurement practices and procedures, **SCDOT's** contractor will solicit bids for the Project, and will award the water line relocation contract to the contractor with the lowest qualified bid for the overall work associated with the water line improvements. A mandatory Pre-Bid shall be held and all bidders on the **PARTICIPANT's** list of preferred contractors must be in attendance to be considered responsive.
5. **SCDOT** shall notify **PARTICIPANT** in writing as to the cost of the Utility Work included in the awarded **SCDOT** Contract and provide **PARTICIPANT** with the opportunity to concur in writing. The dollar amounts of **PARTICIPANT's** and **SCDOT's** share of the cost of the Utility Work in the Awarded Contract shall be adjusted in accordance with the percentages set forth above.
6. Once the contractor begins work, **SCDOT** will bill **PARTICIPANT** quarterly for reimbursement of payments made to the contractor for Utility Work, and **PARTICIPANT** shall remit payment to **SCDOT** within 30 days of date of invoice.
7. **PARTICIPANT** will be responsible for review and approval of change orders submitted by **SCDOT**. No additional payment shall be made for any item of work not provided for in the plan or in the cost estimate except as modified by the **SCDOT** project representative followed by written notification to and approval by **PARTICIPANT**.

#### Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. Provide the **PARTICIPANT** or the **PARTICIPANT's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
3. Provide **PARTICIPANT** copies of contractor's pay requests relating to the Utility Work for review prior to payment and any change orders which affect the cost of the Utility Work.
4. **SCDOT** will submit in writing any change orders to **PARTICIPANT** for review and approval before contractor commences work.
5. **SCDOT** shall ensure contractor coordinates cut and fill during utility relocation and roadway construction is never jeopardized and there is never less than 2 feet of cover on the active waterline. Additional guidelines for the waterline are provided in Sections IV.5.A – IV.5.C.

- A. For new waterlines installed as part of the project, cover at the time of Project completion shall be no less than 48 inches measured from the top of pipe to the elevation of the pavement at the edge of the roadway or top of ground elevation (whichever is lowest).
  - B. For existing waterlines to be retained, test holes have been performed throughout the Project area. Test hole data has been utilized and compared to the proposed roadway design to determine the anticipated depth from final pavement surface to the top of the waterline. The minimum depth of the existing waterline to be retained without additional protection shall be 42" from the pavement surface to the top of waterline.
  - C. In locations in which the test holes indicate the anticipated depth from pavement surface to top of waterline will be less than 42", SCDOT and PARTICIPANT will coordinate potential mitigation strategies to provide additional protection for the waterline. Both the SCDOT and PARTICIPANT will review and coordinate the preferred mitigation method prior to implementation on the project. If the mitigation method cannot be agreed upon, the waterline will be relocated to provide the cover specified in Section IV.5.A. PARTICIPANT's design engineer to provide a detail of the recommended mitigation for all areas less than 42". All mitigation areas shall be agreed upon by the PARTICIPANT and SCDOT.
6. SCDOT shall ensure the contractor coordinates the sequencing of waterline relocation, testing, placing into service with the PARTICIPANT to ensure the existing line remains in service until all tests and approvals are in place and provided to the PARTICIPANT to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
  7. As a part of the Construction Contract, SCDOT will ensure the contractor performing the Utility Work has obtained and maintains in place for the duration of the Utility Work those insurance policies required by the PARTICIPANT and naming the PARTICIPANT as an additional insured by providing copies to the PARTICIPANT.
  8. As a part of the Construction Contract, the PARTICIPANT will include in the Specification a requirement for the contractor to warranty the improvements for two years (2) after final acceptance. SCDOT will ensure that the contractor includes this in their bid. Final acceptance of waterline begins once new waterline has been completely installed, inspected, and placed into service as shown in the PARTICIPANT's design documents.
  9. SCDOT shall allow the PARTICIPANT time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by SCDOT giving notice to the PARTICIPANT of the time and place the materials will be available for inspection. The PARTICIPANT shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the PARTICIPANT elects to retrieve the materials, there will be no cost associated with doing so but the PARTICIPANT shall be responsible for removal from the inspection site. If the PARTICIPANT elects not to retrieve the items, SCDOT may sell them for scrap or allow the contractor to do so.

#### Section V – PARTICIPANT's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, estimated cost, a list of preferred contractors (minimum of 3) and construction observation services for the Utility Work. **PARTICIPANT** shall acquire any additional easement necessary outside SCDOT's new right-of-way.
3. The **PARTICIPANT's** on-site representative and/or Inspector will sign off on the installed quantity of pipe and associated equipment on a daily basis for each construction phase duration of the **PARTICIPANT's** utility work. The Contractor shall coordinate the construction schedule with the **PARTICIPANT** and provide a minimum of 48 hours notice for days in which the contractor plans to perform work associated with the Project. **PARTICIPANT's** on-site representative and/or Inspector will perform inspection for all items related to the waterline installation including but not limited to borrow compaction, material inspection, waterline installation and activation, and all related material removal and disposal.
4. Pay the cost of the Utility Work in accordance with Section III - Funding.
5. **PARTICIPANT** to submit a utility agreement for the design services associated with the sealed plans depicting the waterline within the SCDOT right of way, for inspection services, and for other services as deemed necessary.

#### Section VI – General Conditions

1. SCDOT shall have final approval on the location of all **PARTICIPANT's** facilities within SCDOT Right-of-Way based on the **PARTICIPANT's** design documents and approved Encroachment Permit.
2. All work covered under this Agreement and performed by the SCDOT contractor shall be performed within SCDOT Right-of-Way or within **PARTICIPANT's** acquired easements, as coordinated with and approved by SCDOT.
3. Upon **PARTICIPANT's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **PARTICIPANT** will assume sole and complete responsibility for the new waterline and associated appurtenances. For purposes of this agreement, **PARTICIPANT** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **PARTICIPANT** will have sole responsibility for the operation and maintenance of the Utility Work.
5. Where **PARTICIPANT** is on SCDOT right-of-way by encroachment, **PARTICIPANT** agrees that if, in the opinion of SCDOT's Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of SCDOT at the expense of **PARTICIPANT** or current owner of the utility, except for areas addressed in item 6 of this section.

6. Where **PARTICIPANT** has established prior rights via this agreement and associated encroachment permit for this project, any future removal of the entire facility will be in accordance with the cost sharing established in that agreement and in accordance with **SCDOT's** "A Policy for Accommodating Utilities in Highway Rights of Way" and 23 CFR 645A.
7. **PARTICIPANT** will maintain prior rights at project completion in locations where prior rights currently exist, in cases where the waterline remains inside the **SCDOT** right of way. **PARTICIPANT** will not have prior rights in locations that prior rights do not currently exist. Locations of both prior rights and no prior rights will be clearly identified in **SCDOT** encroachment permit once issued and upon the water line relocation drawings produced by HDR, Inc. and approved by the **PARTICIPANT**. See Appendix A.

**Section VII – Counterparts**

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

Ashley Guler  
Wita D. Meaco

WITNESS

CITY OF COLUMBIA

By: Teresa B. Wilson

Teresa B. Wilson

Its: City Manager

Date: 12-9-2014

APPROVED AS TO FORM:

Jannedisowski

Legal Department - City of Columbia

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

Deputy Secretary for Finance and Administration  
or Designee

RECOMMENDED BY:

\_\_\_\_\_  
Deputy Secretary of Engineering or Designee

PROFESSIONAL SERVICES CONTRACTING

BY: \_\_\_\_\_

Chief Procurement Officer or Designee