Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City Of Durham

County: Durham

TIP / WBS Element:

TIP: U-4716A/C

WBS Element: 54000.3.STR01T4A

Scope: The Project consists of improvements for the Piedmont Corridor SR 1978 (Hopson Road) and SR 1980 (Church Street) to construct a grade separation, extend Church Street and close Church Street Crossing 734 748M of the Norfolk Southern-North Carolina Railroad

Funding:

Type: Receivable

Total Cost: $146,136.00

Responsibilities:

Adjustment and relocation of utility lines:

The City Of Durham shall be responsible for water lines cost.

Upon completion of the utility lines relocation and adjustment covered under this Agreement; the City Of Durham shall assume normal maintenance operations for these utility lines.

NORTH CAROLINA **UTILITY AGREEMENT**

DURHAM COUNTY

DATE: 7/19/2012

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Project: U-4716A/C

AND WBS Elements: 54000.3.STR01T4A

CITY OF DURHAM

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 Durham, 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 U-4716A/C, in Durham County, said plans consists of Piedmont Corridor - SR 1978 (Hopson Road) and SR 1980 (Church Street) construct a grade separation, extend Church Street and close Church Street Crossing 734 748M of the Norfolk Southern-North Carolina Railroad; Durham 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 U-4716A/C Durham 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 Department's cost is shown in green on the attached Exhibit "C". The estimated cost to the Municipality is $146,136.00 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 utility work, the Department shall provide to the Municipality a copy of the utility record drawings. The Municipality will review the utility record drawings within thirty (30) days and upon approval will notify the Department. Once the Department has received written notification of completion and acceptance of the project, 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 a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105.241.21.

D. 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. 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:

BY: _____

TITLE: _____

CITY OF DURHAM

BY: _____

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.

Approved by _____of the local governing body of the City Of Durham as attested to by the signature of Clerk of said governing body on _____(Date)

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 Durham

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

EXHIBIT A

Project: *TIP U-4716A/C* Counties: Durham and Wake

NORTH CAROLINA PROFESSIONAL SEAL 027661 ENGINEER KEVIN C. ZDEB

2012-08-01

PROJECT SPECIAL PROVISIONS

Utility Construction

All proposed utility construction shall meet the applicable requirements (including, but not limited to: Division 15; Section 1034; and Section 1036) of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2012.

Division 15 of the Standard Specifications is revised as follows: Page 15-1.

Paragraph 2 of Article 1500-2

Provide access for Department personnel and the owner's representatives to all phases of construction. Notify Department personnel and the utility owner two weeks before commencement of any work and one week before service interruption. Keep utility owner's representatives informed of work progress and provide opportunity for inspection of construction and testing. *There multiple water and sewer lines on this project that belong to different utility companies and are listed below with their contact person.*

1. *The Town of Cary (TC) has water and sanitary sewer force main utilities. The contact person for The Town of Cary Utilities Department is Mr. Glen Harrell, and he can be reached by phone at 919-460-4933.*
2. *The City of Durham (CD) has water utilities. The contact person for The City of Durham Utilities Department is Mr. Eric Halstead, and he can be reached by phone at 919-560-4326 x30259.*
3. *Durham County (DC) has gravity sanitary sewer and force main utilities. The contact person for Durham County Utilities Department is Mr. Ted Credle, and he can be reached by phone at 919-544-8280.*

Any work on these utility lines, especially the operation of any valves, must be coordinated through the Engineer and the utility owner before initiating said work.

Page 15-2. Paragraph 3 of Article 1500-7

Provide As-Built plans of the installed utility. The plans shall include notations of the size and type of material installed, coordinates of utility controls, and horizontal and vertical locations of the piping. Provide 2 copies to the Utility Owner and 2 copies to the Engineer. *Provide the Utility Owner with 2 copies of surveyed As-Builts of the utility system constructed.*

Division 10 of the Standard Specifications is revised as follows: Page 10-

57. Line 44 under Article 1034-4-B

safety of 2. *All joint restraint products that include the* means *of restraint within the joint gasket shall be prohibited. All restrained joint pipe shall be of the boltless restrained joint type* as

assembled with a *steel flexible ring that locks into position inside the bell of the connecting pipe. The locking rings shall be one-piece construction.*

Page 10-59. Line 7 under Article 1036-5

working pressure rating of 200 psi and a factor of safety of 2. *All joint restraint products that include the* means *of restraint within the joint gasket shall be prohibited. All restrained joint pipe shall be of the boltless restrained joint type* as *assembled with* a *steel flexible ring that locks into position inside the bell of the connecting pipe. The locking rings shall be one-piece construction.*

UTILITY OWNER PREFERRED PRODUCT LIST

CITY OF DURHAM - WATER

1. Hydrant: AMERICAN, model: Mark-73; or MUELLER, model: Centurion A421; or Kennedy, model: K81-A; or approved equal.
2. Hydrant Extension: AMERICAN; or MUELLER; or KENNEDY; or approved equal.
3. Gate Valve: AMERICAN; or CLOW; or MUELLER; or KENNEDY; or WATEROUS; or approved equal.
4. Water Meter: NEPTUNE E-Coder; or approved equal.
5. Meter Copper Setter: FORD, 5/8" model: VHH71-12W-44-336; FORD, 1" model: VHH74-12W-44-336; or approved equals.
6. Meter Box: MID STATES PLASTICS, model: MSBCF1118-12; or approved equal.
7. Meter Box Lid: CARSON, model: 65-45-12; or approved equal.
8. Corporation Stop: FORD, 3/4" model: F-1000-3-G; FORD, 1" model: F-1000-4-G; or approved equals.

TOWN OF CARY - WATER

1. Hydrant: MUELLER, model: Centurion A421; CLOW, model: Medallion; AMERICAN, model: Darling MK-73-2; M&H, model: 129; or approved equal.
2. Water Meter Box: FORD, Long Yokebox model: LYBB 111-444-TP; or approved equal.

EXHIBIT B

BIDGET ESTIMATE FOR UTILITY CONSTRUCTION OF U-4716A/C

WATER - CITY OF DURHAM COST

Type	Item Number	Section#	PAY ITEM	Units	QUANT.	TOTAL C.
U	5326600000-E	1510	16" WATER LINE	LF	344	
U	5558600000-E	1515	16" VALVE	EA	2	
U	5810000000-E	1530	ABANDON 16" UTILITY PIPE	LF	332	
U	5836200000-E	1540	30" ENCASEMENT PIPE	LF	283	
U	5872300000-E	1550	TRENCHLESS INSTALLATION OF 30" IN SOIL	LF	96	
	TOTAL					**$146,136**

plus railroad permit costs

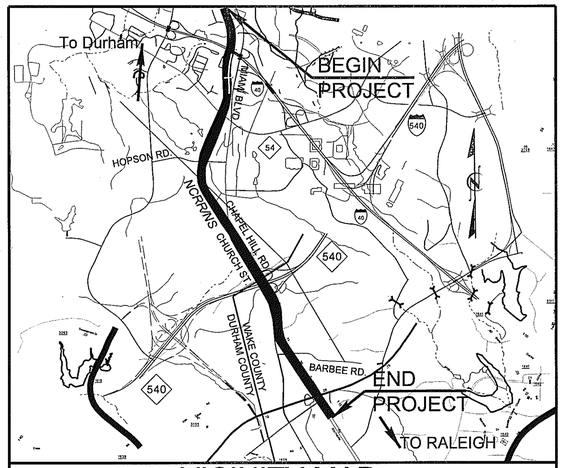
STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	U-4716A/C	UC-1	

DGN 0371DEL_P17-18

TIP PROJECT: U-4716A/C

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

WAKE & DURHAM COUNTIES



VICINITY MAP

LOCATION: CP "NELSON" (MP H-63.2) TO CP "CLEGG" (MP H-67.0) ON THE NCRR/NS H-LINE

TYPE OF WORK: UTILITIES CONSTRUCTION

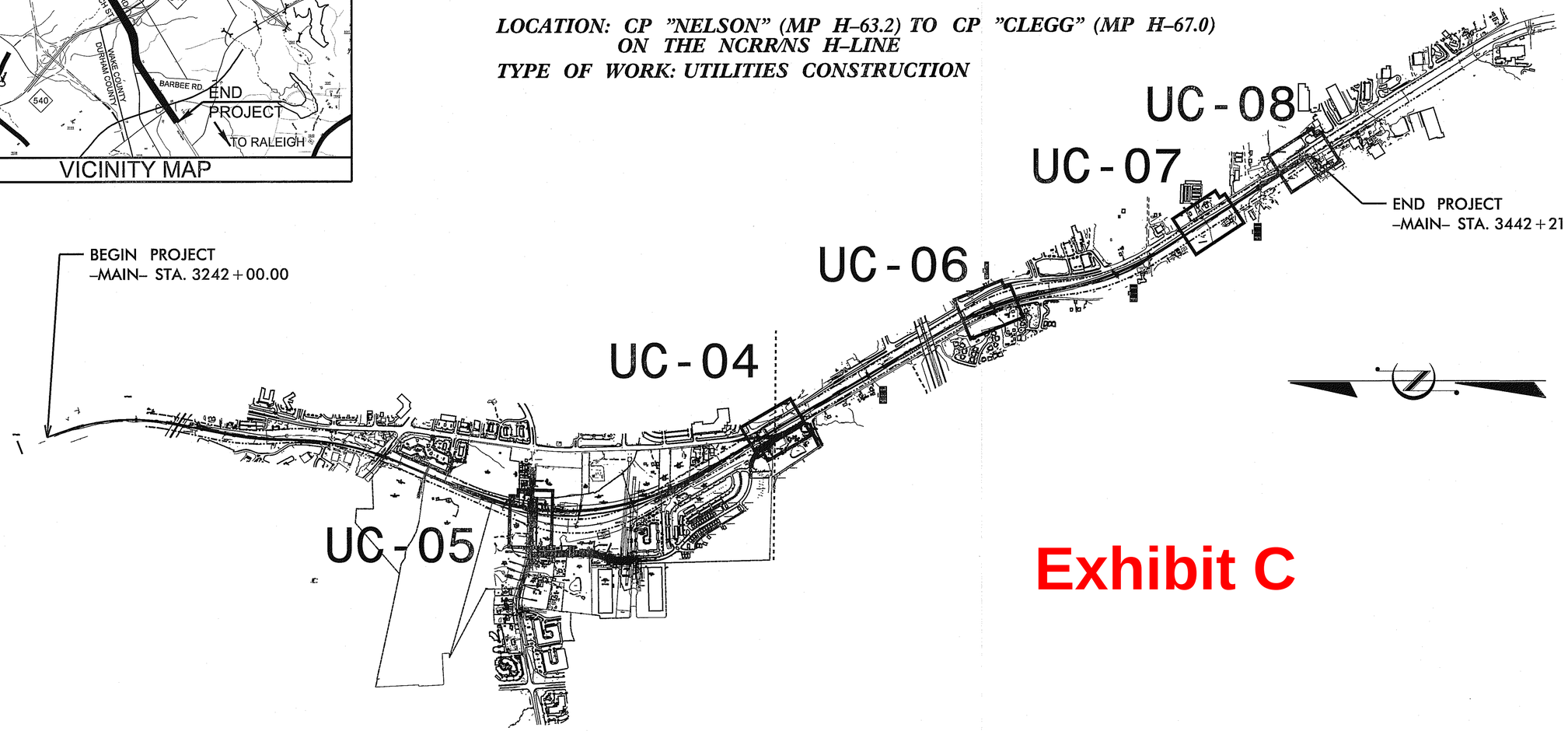


Exhibit C

GRAPHIC SCALES

30 15 0 30 60
PLANS

10 5 0 10 20
PROFILE (HORIZONTAL)

10 5 0 10 20
PROFILE (VERTICAL)

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UC-1	TITLE SHEET
UC-2	SYMBOLOGY SHEET
UC-3	GENERAL NOTES SHEET
UC-4 TO UC-8	PLAN SHEETS
UC-9 TO UC-12	WATER PROFILES
UC-13 TO UC-14	SEWER PROFILES
UC-15 TO UC-19	DETAILS

UTILITY OWNERS ON THIS PROJECT:

WATER - CITY OF DURHAM
TOWN OF CARY

SEWER - DURHAM COUNTY

UTILITY DESIGN ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 027661 ENGINEER KEVIN C. ZDIEB

2012-07-31

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RAIL DIVISION

UTILITY DESIGN BY:

MA Engineering CONSULTANTS, INC.
598 East Chatham Street Suite 137 Cary, NC 27511
Phone: 919.297.0220 Fax: 919.297.0221

Prepared for:

ENGINEERING & SAFETY BRANCH

MAIL: 1556 MAIL SERVICE CENTER RALEIGH, NC 27699-1556
DELIVERY: 860 CAPITAL BOULEVARD RALEIGH, NC 27603
PHONE: (919) 715-8803
FAX: (919) 715-8804

7/31/2012
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PROJECT REFERENCE NO.	SHEET NO.
U-4716A/C	UC-5

SCALE: 1" = 30 FT

UTILITY DESIGN ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 027661 ENGINEER KEVIN C. ZOEB

2012-08-09

MA Engineering CONSULTANTS, INC.
598 East Chatham Street Suite 137 Cary, NC 27511
Phone: 919.297.0220 Fax: 919.297.0221

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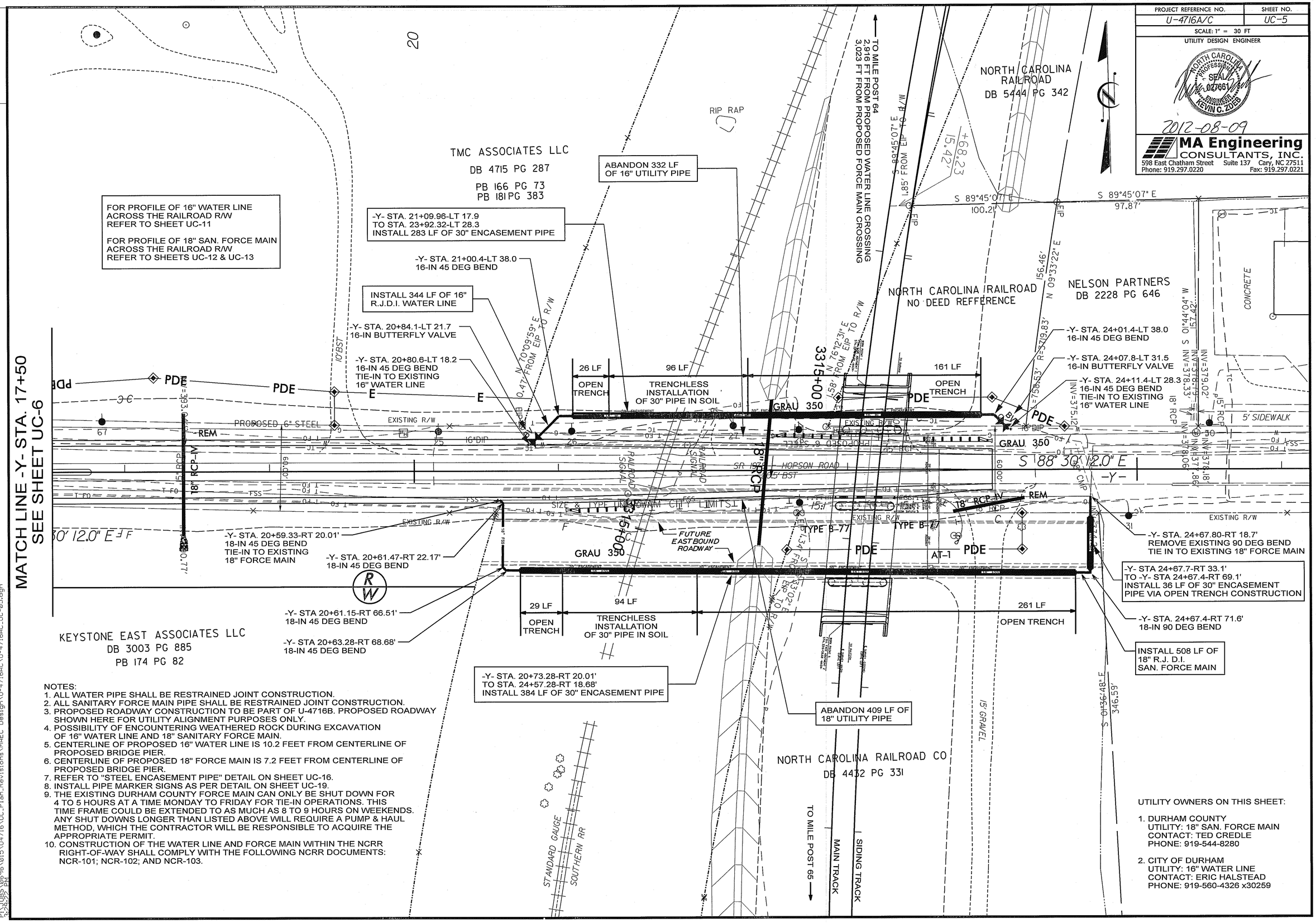

NOTES:
1. ALL WATER PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
2. ALL SANITARY FORCE MAIN PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
3. PROPOSED ROADWAY CONSTRUCTION TO BE PART OF U-4716B. PROPOSED ROADWAY SHOWN HERE FOR UTILITY ALIGNMENT PURPOSES ONLY.
4. POSSIBILITY OF ENCOUNTERING WEATHERED ROCK DURING EXCAVATION OF 16" WATER LINE AND 18" SANITARY FORCE MAIN.
5. CENTERLINE OF PROPOSED 16" WATER LINE IS 10.2 FEET FROM CENTERLINE OF PROPOSED BRIDGE PIER.
6. CENTERLINE OF PROPOSED 18" FORCE MAIN IS 7.2 FEET FROM CENTERLINE OF PROPOSED BRIDGE PIER.
7. REFER TO "STEEL ENCASEMENT PIPE" DETAIL ON SHEET UC-16.
8. INSTALL PIPE MARKER SIGNS AS PER DETAIL ON SHEET UC-19.
9. THE EXISTING DURHAM COUNTY FORCE MAIN CAN ONLY BE SHUT DOWN FOR 4 TO 5 HOURS AT A TIME MONDAY TO FRIDAY FOR TIE-IN OPERATIONS. THIS TIME FRAME COULD BE EXTENDED TO AS MUCH AS 8 TO 9 HOURS ON WEEKENDS. ANY SHUT DOWNS LONGER THAN LISTED ABOVE WILL REQUIRE A PUMP & HAUL METHOD, WHICH THE CONTRACTOR WILL BE RESPONSIBLE TO ACQUIRE THE APPROPRIATE PERMIT.
10. CONSTRUCTION OF THE WATER LINE AND FORCE MAIN WITHIN THE NCRR RIGHT-OF-WAY SHALL COMPLY WITH THE FOLLOWING NCRR DOCUMENTS: NCR-101; NCR-102; AND NCR-103.

UTILITY OWNERS ON THIS SHEET:

1. DURHAM COUNTY
   UTILITY: 18" SAN. FORCE MAIN
   CONTACT: TED CREDLE
   PHONE: 919-544-8280
2. CITY OF DURHAM
   UTILITY: 16" WATER LINE
   CONTACT: ERIC HALSTEAD
   PHONE: 919-560-4326 x30259

8/9/2012
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