

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-4716B

WBS Element: 54000.3.STR01T4

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

Funding:

Type: Receivable

Total Cost: \$28,187.00

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
DURHAM COUNTY

UTILITY AGREEMENT

DATE: 7/19/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-4716B

AND

WBS Elements: 54000.3.STR01T4

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";

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-4716B, in Durham County, said plans consists of improvements to the Piedmont Corridor located on 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; 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-4716B 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 Departments cost is shown in green on the attached Exhibit "C". The estimated cost to the Municipality is \$28,187.00 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: CITY OF DURHAM
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.

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)

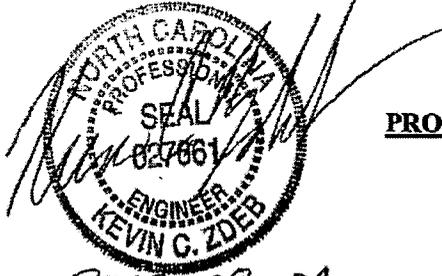
DATE: _____

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

EXHIBIT A

Project: TIP U-4716A/G & B

Counties: Durham and Wake



PROJECT SPECIAL PROVISIONS

Utility Construction

2012-08-01

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

BUDGET ESTIMATE FOR UTILITY CONSTRUCTION OF U-4716B

WATER - CITY OF DURHAM COST

Type	Item Number	Section#	PAY ITEM	Units	QUANT.	TOTAL C.
U	5326200000-E	1510	12" WATER LINE	LF	117	
U	5326600000-E	1510	16" WATER LINE	LF	55	
U	5648000000-N	1515	RELOCATE WATER METER	EA	4	
U	5672000000-N	1515	RELOCATE FIRE HYDRANT	EA	6	
U	5804000000-E	1530	ABANDON 12" UTILITY PIPE	LF	111	
U	5810000000-E	1530	ABANDON 16" UTILITY PIPE	LF	53	
	TOTAL					\$28,187

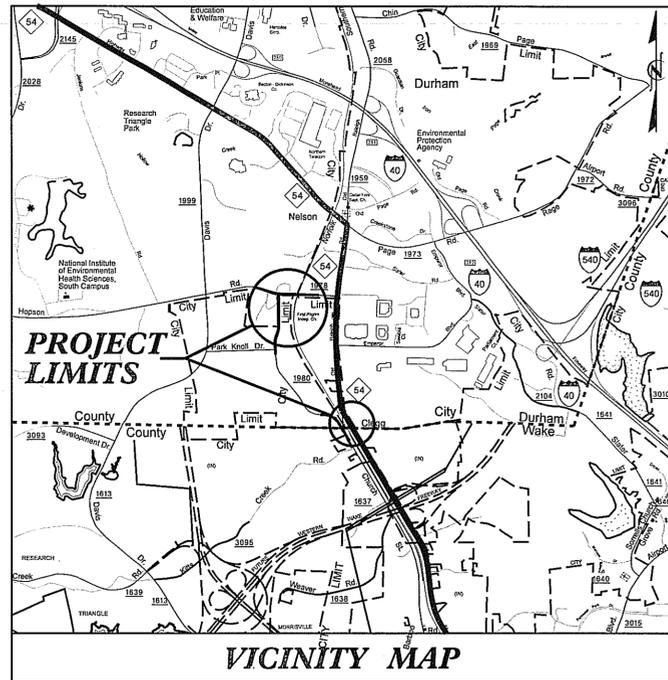
plus railroad permit costs

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

WAKE & DURHAM COUNTIES

LOCATION: HOPSON RD. AND CHURCH ST. EXTENSION IN DURHAM

TYPE OF WORK: UTILITIES CONSTRUCTION



VICINITY MAP

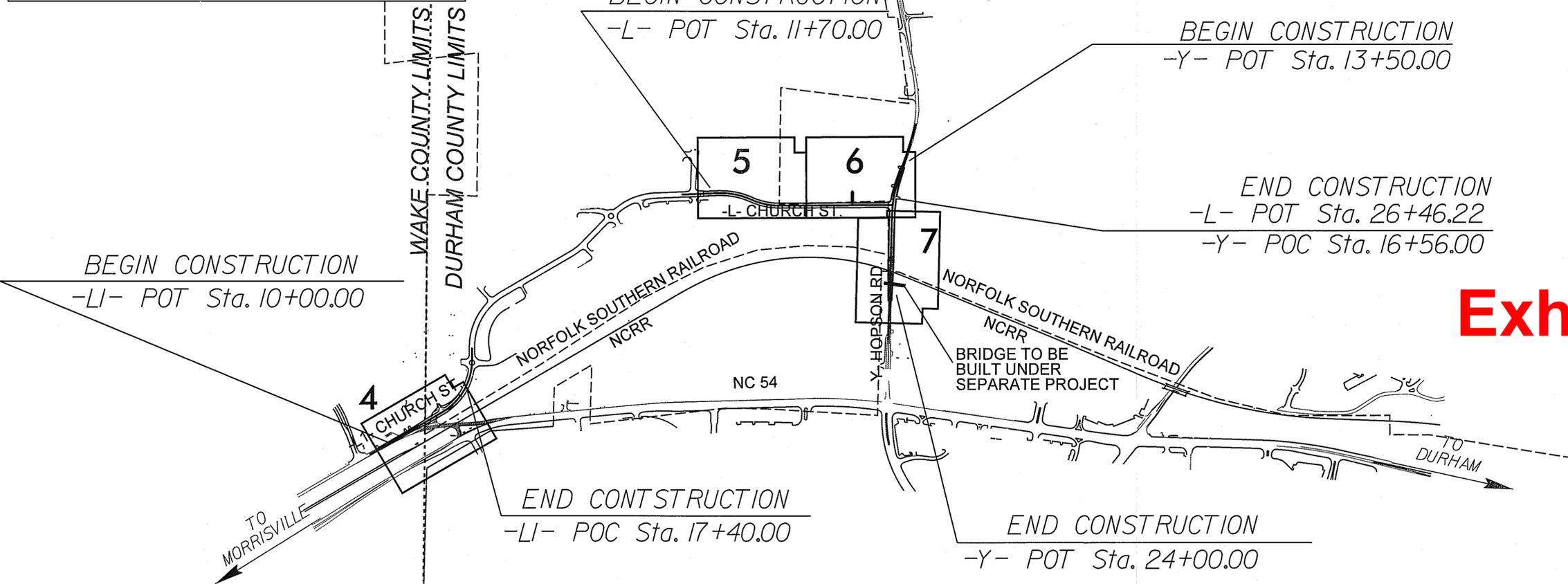
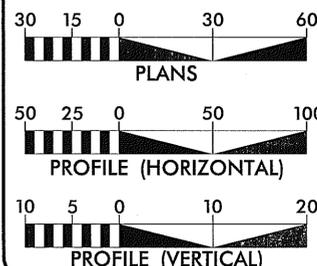


Exhibit C

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UC-1	TITLE SHEET
UC-2	SYMBOLY SHEET
UC-3	GENERAL NOTES SHEET
UC-4 TO UC-7	PLAN SHEETS
UC-8	SEWER PROFILES
UC-9 TO UC-11	DETAILS

UTILITY OWNERS ON THIS PROJECT:

WATER - CITY OF DURHAM
SEWER - DURHAM COUNTY

UTILITY DESIGN ENGINEER



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

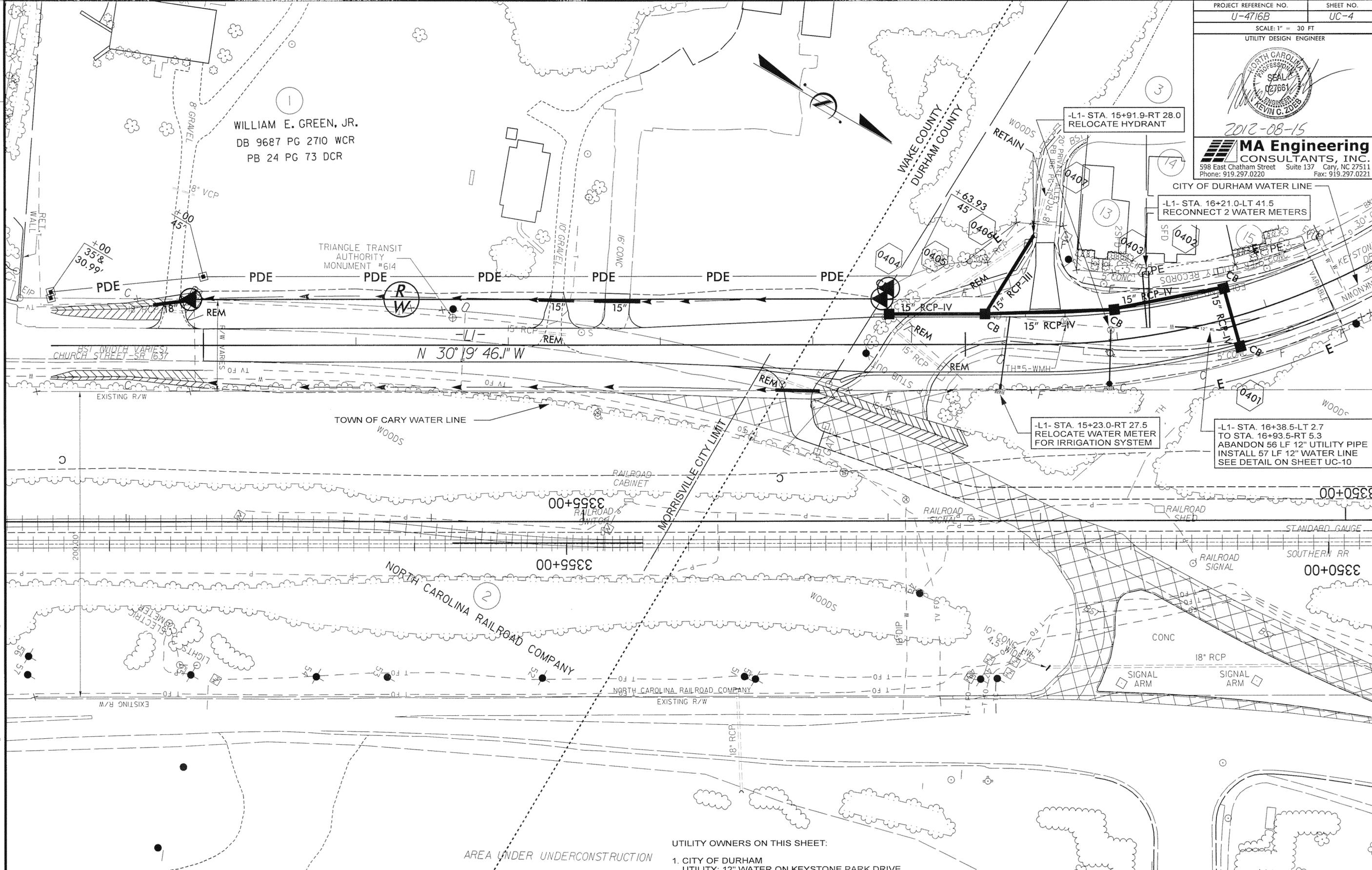
Prepared For:

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

0371DEL P17-18

PROJECT REFERENCE NO. U-4716B	SHEET NO. UC-4
SCALE: 1" = 30 FT UTILITY DESIGN ENGINEER	
2012-08-15	
MA Engineering CONSULTANTS, INC. 598 East Chatham Street Suite 137 Cary, NC 27511 Phone: 919.297.0220 Fax: 919.297.0221	



WILLIAM E. GREEN, JR.
DB 9687 PG 2710 WCR
PB 24 PG 73 DCR

TRIANGLE TRANSIT
AUTHORITY
MONUMENT #614

-L1- STA. 15+91.9-RT 28.0
RELOCATE HYDRANT

-L1- STA. 16+21.0-LT 41.5
RECONNECT 2 WATER METERS

-L1- STA. 15+23.0-RT 27.5
RELOCATE WATER METER
FOR IRRIGATION SYSTEM

-L1- STA. 16+38.5-LT 2.7
TO STA. 16+93.5-RT 5.3
ABANDON 56 LF 12\"/>

- UTILITY OWNERS ON THIS SHEET:
- CITY OF DURHAM
UTILITY: 12" WATER ON KEYSTONE PARK DRIVE
CONTACT: ERIC HALSTEAD
PHONE: 919-560-4326 x30259
 - TOWN OF CARY
UTILITY: 12" WATER ON CHURCH STREET
CONTACT: GLEN HARRELL
PHONE: 919-460-4933

- NOTES:
- ALL WATER PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
 - THE TOWN OF CARY WATER LINE ALONG CHURCH STREET AND ACROSS THE RAILROAD R/W TO BE RELOCATED UNDER PROJECT U-4716A/C PRIOR TO CONSTRUCTION OF THE PROPOSED DITCHES DEPICTED ALONG CHURCH STREET.

AREA UNDER UNDERCONSTRUCTION

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PROJECT REFERENCE NO. U-4716B	SHEET NO. UC-6
SCALE: 1" = 30 FT UTILITY DESIGN ENGINEER	
	
2012-08-09	
	
598 East Chatham Street Suite 137 Cary, NC 27511 Phone: 919.297.0220 Fax: 919.297.0221	

W.E. 380.0

RAYMOND PROCTOR
DB 989 PG 567
PB 95 PG 10

RAYMOND PROCTOR
DB 287 PG 107
PB 44 PG 127

FAYE B. PROCTOR
DB 2428 PG 411
PB 94 PG 59

FAYE B. PROCTOR
DB 2428 PG 411
PB 94 PG 59

DONALD W. CLEGG
DB 2454 PG 505
PB 74 PG 22

TMC ASSOCIATES LLC
DB 4715 PG 287
PB 166 PG 73
PB 181 PG 383

KEYSTONE EAST ASSOCIATES LLC
DB 3003 PG 885
PB 174 PG 82

UTILITY OWNERS ON THIS SHEET:

- DURHAM COUNTY
UTILITY: 8" SANITARY FORCE MAIN ON KEYSTONE PARK DRIVE EXTENSION
18" SAN. FORCE MAIN ON HOPSON ROAD
CONTACT: TED CREDLE
PHONE: 919-544-8280
- CITY OF DURHAM
UTILITY: 16" WATER ON HOPSON ROAD
CONTACT: ERIC HALSTEAD
PHONE: 919-560-4326 X30259

MATCH LINE -L- STA. 19+30
SEE SHEET UC-5

MATCH LINE -Y- STA. 17+50
SEE SHEET UC-7

- NOTES:
- ALL WATER PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
 - ALL SANITARY FORCE MAIN PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
 - REFER TO SHEET UC-10 FOR OFFSET SANITARY AIR RELEASE VALVE DETAIL.

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PROJECT REFERENCE NO. U-4716B	SHEET NO. UC-7
SCALE: 1" = 30 FT UTILITY DESIGN ENGINEER	
 2012-08-09	
 598 East Chatham Street Suite 137 Cary, NC 27511 Phone: 919.297.0220 Fax: 919.297.0221	

MATCH LINE -Y- STA. 17+50
SEE SHEET UC-6

-Y- STA. 18+17.3-LT 21.0
TO STA. 18+70.2-LT 21.1
ABANDON 53 LF OF 16" UTILITY PIPE
INSTALL 55 LF OF 16" WATER LINE
SEE DETAIL ON SHEET UC-9

-Y- STA. 18+10.2-RT 12.8
TO STA. 18+70.50-RT 14.3
ABANDON 61 LF OF 18" UTILITY PIPE
INSTALL 64 LF OF 18" SAN. FORCE MAIN
SEE DETAIL ON SHEET UC-9

- NOTES:
1. ALL WATER PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
 2. ALL SANITARY FORCE MAIN PIPE SHALL BE RESTRAINED JOINT CONSTRUCTION.
 3. THE CITY OF DURHAM WATER LINE AND DURHAM COUNTY FORCE MAIN ALONG HOPSON ROAD CROSSING THROUGH THE RAILROAD R/W TO BE RELOCATED UNDER PROJECT U-4716A/C.
 4. POSSIBILITY OF ENCOUNTERING WEATHERED ROCK DURING EXCAVATION OF THE PROPOSED TRENCH FOR THE NEW 16" WATER LINE AND 18" SANITARY FORCE MAIN.

KEYSTONE EAST ASSOCIATES LLC
DB 3003 PG 885
PB 174 PG 82

TMC ASSOCIATES LLC
DB 4715 PG 287
PB 166 PG 73
PB 181 PG 383

NELSON PARTNERS
DB 2228 PG 646

LEON R OBRIANT
NO DEED REFERENCE
PB 151 PG 169

NORTH CAROLINA RAILROAD CO
DB 4432 PG 331

- 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

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