

NORTH CAROLINA
DURHAM COUNTY

SIDEWALK AGREEMENT

DATE: 12/16/2014

NORTH CAROLINA TRANSPORTATION OF
TRANSPORTATION

AND

WBS Element: 41731

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, a municipal corporation, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Municipality has requested state funding for the construction of sidewalks in Durham County; and,

WHEREAS, the Department has agreed to participate in the cost of said sidewalks subject to the conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of construction of a roundabout at the intersection of SR 1104/SR 1105 and SR 1106 (Herndon, Barbee, and Massey Chapel Roads). The existing sidewalk along the north side of Barbee will be replaced and new sidewalk along the south side of Barbee and along the east and west sides of Herndon south of Barbee will be installed as part of the Project.

PLANNING, DESIGN AND RIGHT OF WAY

2. The Department shall be responsible for the preparation of all environmental documentation (Categorical Exclusion), including any environmental permits, required for said Project. All work shall be accomplished in accordance with Departmental and Federal procedures and guidelines.
3. The Department shall be responsible for the development of the design and preparation of Project plans specifications, quantities and details for said Project. Said work shall be accomplished in accordance with Departmental and Federal standards and specifications.
4. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the new sidewalk construction within the municipal limits, the Municipality shall provide said additional right of way/or easement at no expense or liability whatsoever to the Department. Acquisition of any right of way and/or easements shall be performed in accordance with all State and Federal procedures.

UTILITIES

5. The Department does not anticipate the need to relocate and adjust any utilities at this time. If during the Project it becomes necessary to adjust and relocate any City utilities for the new sidewalk construction within the municipal limits, the Municipality shall be responsible for the relocation and adjustment of City utilities in conflict with the Project at no expense to the Department.

CONSTRUCTION AND MAINTENANCE

6. The Department shall advertise and award a contract for the construction of the Project in accordance with the Project plans and with Departmental and Federal policies and procedures. The Department, and/or its agent, shall administer the contract for construction of the Project.
7. The Municipality, at its own expense, shall be responsible for all liability and maintenance responsibilities for the sidewalk within the municipal limits upon completion of the Project.

ADDITIONAL PROVISIONS

8. To the extent authorized by the state and federal tort claim statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

9. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

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, 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).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement.

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)