

**NORTH CAROLINA  
DURHAM COUNTY**

**NON-REIMBURSABLE  
UTILITY CONTRACT**

**THIS CONTRACT** made and entered to as of the \_\_\_\_ day of \_\_\_\_\_ 2015, by and between Research Triangle Foundation of North Carolina (hereinafter the “Developer”) and the COUNTY OF DURHAM (hereinafter the “County”)

**WHEREAS**, the Developer proposes the RTP’s New Park Center (hereinafter the “Project); and

**WHEREAS**, the Developer has agreed to pay engineering design, permitting and construction administration costs associated with installation of a replacement sewer main with greater capacity than the existing sewer main and a new reuse water line to serve the Project; and

**WHEREAS**, the sewer main and the reuse water main will be sized to serve both the Project and future projects north of Interstate 40; and

**WHEREAS**, the County has agreed to pay for the construction of the replacement sewer main and the new reuse water line;

**WHEREAS**, at its meeting held \_\_\_\_\_ the County Board of Commissioners of the County authorized that proposed upgrade pursuant to a proposed agreement with the developer according to the terms hereinafter set forth;

**NOW THEREFORE**, in consideration of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, the Developer and the County, and the heirs, successors, and assigns of each of them agree to the terms and conditions set forth on the attached Appendix “A”.

**IN TESTIMONY WHEREOF**, the parties hereto have executed this Contract in duplicate originals, as of the day and year first above written.

**RESEARCH TRIANGLE FOUNDATION  
OF NORTH CAROLINA**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**ATTEST:**

**COUNTY OF DURHAM**

\_\_\_\_\_  
**Clerk to the Board**

\_\_\_\_\_  
**County Manager**

## **APPENDIX A - PROVISIONS**

1. The Developer shall engage a professional engineer to prepare plans and specifications for the construction of all of the following required to serve the Project:

- A. Approximately 3700 linear feet of 24 inch or greater sewer pipe, and
- B. Approximately 10,000 linear feet of 16 inch reuse water line

2. Unless otherwise provided in this contract, all construction shall be in accordance to County policy, standards, and specifications. All work shall be completed by the County and subject to inspection by the County or its designated representative. Inspection shall be provided according to County policy. A registered professional engineer shall be engaged by the Developer to provide construction inspections duties.

3. The Developer's engineer shall provide construction stakeout inspection and supervision duties. The location of the sewer main shall be from the northside of Highway 147 to southside of Interstate 40 and the reuse water line shall be from the south side of the Hopson Road/Highway 147 interchange to the southside of Interstate 40.

4. Before the County starts construction, the Developer shall secure approval of the construction plans and all necessary permits from the following, as applicable:

- The City of Durham
- The County of Durham
- The North Carolina Department of Transportation
- The North Carolina Department of Environmental and Natural Resources

5. The Developer shall furnish the County record drawings on mylar, and by CAD file, along with a television inspection report of all lines. The POTW Director will specify format for each.

6. The County shall designate the size and type of materials for all utility lines required to serve the Project.

7. The County shall bear the construction cost for the improvements, with the exception of the engineering design, permitting and construction administration costs. Construction contracting (including all bid requests and bidding) shall be completed by the County.

8. The lines shall be County property, and the County may make extensions from any of the utility lines covered in this contract without the permission of the Developer.

9. Utility charges will be made according to County policy or ordinance.

10. The words “line” and “lines” shall include “main” and “mains” unless the context otherwise requires. “Sewer” shall mean “sanitary sewer”. “Reuse water” shall mean highly treated water recycled from the Triangle Wastewater Treatment Plant.

10. No construction shall begin until authorized in writing by the County.

11. The County shall not provide utility service through these lines until they are installed in accordance with the approved plans and specifications, and the North Carolina professional engineer signed and sealed as-built plans are provided.

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

I, \_\_\_\_\_ A Notary Public for said County and State,  
Do hereby certify that \_\_\_\_\_, President of  
Research Triangle Foundation of North Carolina personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of December, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COUNTY ACKNOWLEDGEMENT

**NORTH CAROLINA  
DURHAM COUNTY**

This is to certify that on this day \_\_\_\_\_ personally came before me with whom  
I am personally acquainted, who being duly sworn, says that \_\_\_\_\_ Wendell Davis  
is the County Manager, and that he the said \_\_\_\_\_, is Clerk to the Board of the  
County of Durham, a political subdivision of the State of North Carolina, named within and  
executed the forgoing instrument; that he knows the common seal of said political subdivision  
that the seal affixed to said instrument is said common seal; that the name of the political  
subdivision was subscribed there to and said common seal was affixed, all by order of the County  
Board of Commissioners of the County of Durham and that said instrument is the act and deed of  
said political subdivision.

Witness my hand and official seal this the \_\_\_\_\_ day of December \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires : \_\_\_\_\_