

**CITY OF GREENVILLE  
ADVERTISEMENT FOR BIDS  
ITB # 23-24-03  
GREENVILLE GATEWAY SIGN**

The City of Greenville is soliciting **Sealed Proposals** from qualified contractors to construct the **Greenville Gateway Sign - ITB # 23-24-03**. Bids will be received at the location listed below until the date and time listed:

**CITY OF GREENVILLE**  
Devin Thompson  
Buildings and Grounds Superintendent  
1500 Beatty St  
Greenville NC 27834  
[dthompson@greenvillenc.gov](mailto:dthompson@greenvillenc.gov)  
Office 252-329-4931

**DUE DATE: 2:00 PM, THURSDAY, AUGUST 10<sup>TH</sup>, 2023**

All bids must be submitted in a sealed envelope and plainly labeled on the outermost package **“Greenville Gateway Sign, ITB # 23-24-03.”** **The inside and outside package shall include the Contractor’s License Number. Bids will be accepted at the address listed above or via Dropbox** <https://www.dropbox.com/request/YDOewfzJfRUsrdre8J6R>. Proposals submitted after the deadline or to any location other than those listed above will not be considered.

All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

Project Documents can be downloaded from the City website at:  
<https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>.

A pre-bid meeting will be held Thursday July 27<sup>th</sup> at 2:00 PM. The pre-bid meeting will be held online only through the Microsoft Teams link below. **Attendance at the pre-bid meeting is highly encouraged but not mandatory.**

Web address: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>  
Meeting ID: 214 416 288 683  
Passcode: gy2Dr8

A site visit may be scheduled for July 31<sup>st</sup> at 2:00 PM. Please email Michael Turner, Building Facilities Coordinator, at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov) to schedule the appointment.

Bid security shall be furnished in accordance with the Bid Form.

E-mail all questions regarding plan requirements to Jason Galloway at [galloway@mcadamsco.com](mailto:galloway@mcadamsco.com). E-mail clarification of the bid process to Devin Thompson. All questions are due by 5:00 PM on August 1st to the persons above. An addendum will be issued on or before August 7th. Proposers are not to contact any City employee other than the one listed above. PROSPECTIVE BIDDERS SHALL CHECK THE CITY WEBSITE PRIOR TO PLACING BID FOR ANY ADDENDA.

The City of Greenville reserves the right to reject all bids, to waive informalities and technicalities, and to cancel the Bid Process at any time. Bidders shall submit proof of qualifications to perform the work as described in the Bid Form.

**DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)**

**Single-Prime Contract**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bid Date: \_\_\_\_\_

To: City of Greenville  
Devin Thompson  
Buildings and Grounds Superintendent  
[dthompson@greenvillenc.gov](mailto:dthompson@greenvillenc.gov)  
Office 252-329-4931

**Prospective Bidders:**

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by McAdams and their consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of City of Greenville Gateway Sign, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

**Total Base Bid:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Total bid is all work in accordance with the aforementioned contract documents, including Base Bid. Unit Prices are not included in the Total Bid.

**Alternate 1 Total Bid:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate 1 Total shall be the total cost of the project with the alternate design as described in the plan set. Unit Prices are not included in the Total Bid.

**1.1 UNIT PRICES**

A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the work are required involving items described. Unit prices shall include all fees, taxes, profit, bond, overhead and similar items.

- |    |   |             |
|----|---|-------------|
| 1. | UP-1 – Additional Unsuitable Soil Excavation/Disposal on Site       | \$ _____/CY |
| 2. | UP-2 – Additional Unsuitable Soil Excavation/Disposal off Site      | \$ _____/CY |
| 3. | UP-3 – Additional Imported Structural Fill/Install/Compact in Place | \$ _____/CY |
| 4. | UP-4 – Additional on Site Excavation/Move/Install/Compact in Place  | \$ _____/CY |
| 5. | UP-6 – Site/Mass Rock Removal/Disposal off Site                     | \$ _____/CY |
| 6. | UP-8 – Trench Rock Removal/Disposal off Site                        | \$ _____/CY |
| 7. | UP-9 – CABG Stone/Purchased/Compact in Place                        | \$ _____/CY |

## 1.2 BID GUARANTEE

- A. The undersigned further agrees that this proposal shall be valid for a period of (90) ninety days from the date of receipt of the bids and that if this proposal is accepted by the City within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.
- B. The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work as follows:
  - 1. All work shall be complete and ready for final acceptance within 180 calendar days from Notice to Proceed.
  - 2. The City of Greenville will award the project to the apparent lowest responsible, responsive bidder.
- C. The undersigned further agrees for each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work, liquidated damages in the sum of \$500 per calendar day shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both.
- D. Accompanying this proposal is a bid bond (5% of Contract Sum) in the form of \_\_\_\_\_ as required by North Carolina General Statute.
- E. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

## 1.3 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder hereby acknowledges receipt of the addenda listed below and has taken the information contained therein into full consideration in the formulation of bid proposal. Failure to acknowledge receipt of each addendum may be cause for rejection of the proposal.
  - 1. Addendum No. 1, dated \_\_\_\_\_.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.

## 1.4 ATTACHMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
  - 1. **Bid Form Supplement**
    - a. E-Verify Compliance
    - b. Iran Divestment Act
    - c. Non-discrimination
    - d. Non-collusion
    - e. Federal Law

- f. Withdrawal of Proposals
- 2. E-Verify Affidavit
- 3. Minority and Women Business Enterprise (MWBE) Program
- 4. General Terms and Conditions
- 5. NCDOT Encroachment

**1.5 CONTRACTOR'S LICENSE**

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in North Carolina, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

**1.6 SUBMISSION OF BID**

Name of Bidder: \_\_\_\_\_  
Company

By: \_\_\_\_\_  
(Signature) (Typed Name)

Title: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT 004113**

ATTACHMENT 1  
BID FORM SUPPLEMENT

**E-VERIFY COMPLIANCE:**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

**IRAN DIVESTMENT ACT:**

Vendor certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

**NON-DISCRIMINATION:**

The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

**NON-COLLUSION:**

Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

**FEDERAL LAW:**

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

**WITHDRAWAL OF PROPOSALS:**

No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

ATTACHMENT 2  
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

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

|||  
(Affix Official/Notarial Seal)



ATTACHMENT 3  
MINORITY AND WOMEN BUSINESS ENTERPRISE  
(MWBE) PROGRAM

**City of Greenville/Greenville Utilities Commission  
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville  
Construction Guidelines and Affidavits  
\$100,000 and above**

These instructions shall be included with each bid solicitation.

## City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

### \$100,000 and Construction Guidelines for MWBE Participants

**Policy Statement**

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

**Goals and Good Faith Efforts**

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
<b>Construction</b> This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at [www.greenvillenc.gov](http://www.greenvillenc.gov). However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid  
The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

### Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)

OR

- Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)

OR

- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

**\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

### Minimum Compliance Requirements:

**All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.**

MBForms 2002-  
Revised July 2010  
Updated 2015

# Identification of Minority/Women Business Participation

I, \_\_\_\_\_,  
 (Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

\*MWBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

**If you will not be utilizing MWBE contractors, please certify by entering zero "0"**

**The total value of MBE business contracting will be (\$)\_\_\_\_\_.**

**The total value of WBE business contracting will be (\$)\_\_\_\_\_.**

# City of Greenville **AFFIDAVIT A – Listing of Good Faith Efforts**

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

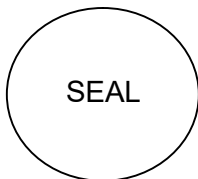
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

# City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

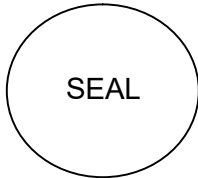
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

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

## City of Greenville - **AFFIDAVIT C** - Portion of the Work to be Performed by MWBE Firms

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises and a minimum of \_\_\_\_\_% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

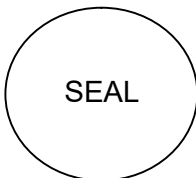
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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



# City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify  
that on the \_\_\_\_\_  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) \_\_\_\_\_  
Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises and a minimum of \_\_\_\_\_% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

**Examples** of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
  - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

next lowest responsible and responsive bidder.

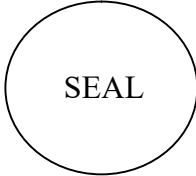
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

## LETTER OF INTENT MWBE Subcontractor Performance

**Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.**

PROJECT: \_\_\_\_\_  
(Project Name)

TO: \_\_\_\_\_  
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

\_\_\_\_ Minority Business Enterprise                      \_\_\_\_\_ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required).    \_\_\_ Yes    \_\_\_ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name & Phone No. of MWBE Firm)

\_\_\_\_\_  
(Name & Title of Authorized Representative of MWBE)

\_\_\_\_\_  
(Signature of Authorized Representative of MWBE)

# REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

**Project:** \_\_\_\_\_

**Bidder or Prime Contractor:** \_\_\_\_\_

**Name & Title of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

\_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Total Contract Amount (including approved change orders or amendments):** \$ \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Good or service provided: \_\_\_\_\_

### Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

*If replacing subcontractor:*

Name of replacement subcontractor: \_\_\_\_\_

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required).  Yes  No

Dollar amount of original contract \$ \_\_\_\_\_

Dollar amount of amended contract \$ \_\_\_\_\_

**Other Proposed Action:**

Increase total dollar amount of work  Add additional subcontractor  
 Decrease total dollar amount of work  Other

Please describe reason for requested action: \_\_\_\_\_

*If adding\* additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required).  Yes  No

*\*Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ \_\_\_\_\_

Dollar amount of amended contract \$ \_\_\_\_\_

**Interoffice Use Only:**

Approval  Y  N

Date \_\_\_\_\_

Signature \_\_\_\_\_

Pay Application No. \_\_\_\_\_  
Purchase Order No. \_\_\_\_\_

## Proof of Payment Certification

### MWBE Contractors, Suppliers, Service Providers

Project Name: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Current Contract Amount (including change orders): \$ \_\_\_\_\_

Requested Payment Amount for this Period: \$ \_\_\_\_\_

Is this the final payment?  Yes  No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

\*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date: \_\_\_\_\_ Certified By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

ATTACHMENT 4  
GENERAL TERMS AND CONDITIONS

## GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract or purchase order issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
  
2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
  
3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
  
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City



shall not be obligated to make payment to the Contractor for any services performed under this contract that are not in compliance with the contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
7. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount

not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

8. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.
  
9. **E-VERIFY COMPLIANCE:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
  
10. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
  
11. **ADVERTISING:** The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.
  
12. **FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts,

job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. **CONFLICT OF INTERESTS:**

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the

proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

# ATTACHMENT 5

## NCDOT ENCROACHMENT AGREEMENT

CONTRACTOR IS RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF THE ATTACHED ENCROACHMENT AGREEMENT INCLUDING, BUT NOT LIMITED TO, NOTIFICATIONS, INSPECTIONS, SUBMITTALS, AND CLOSEOUT SPECIFICATIONS.

DEPARTMENT OF TRANSPORTATION  
-AND-  
City of Greenville

RIGHT OF WAY  
ENCROACHMENT AGREEMENT  
INTERSTATE AND OTHER CONTROLLED  
ACCESS HIGHWAYS  
E021-074-23-00164

THIS AGREEMENT, made and entered into this the 11th day of May, 2023, by and between the Department of Transportation, party of the first part; and City of Greenville party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) I-587 / US-264, located Southwest of the intersection of NC Hwy 11 bypass

with the construction and/or erection of: A gateway monument sign and associated landscaping and lighting.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

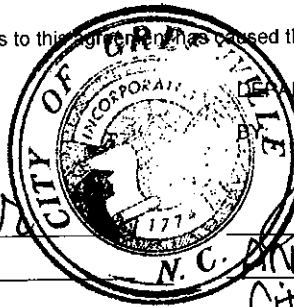
During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RAW (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form RAW (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

ATTEST OR WITNESS:  
 Valerie Shiuwegar  
 Valerie Shiuwegar  
 City Clerk



Part Signed by  
 Jeff Cabaniss  
 STATE & FACILITIES MANAGER

Ann Wall  
 City Manager  
 Second Party

## INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

### GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

#### For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

#### For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

#### Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

### SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.



# Pre-Construction

## Contact Offices & Outside Agency issues / contacts / info

1. Approval may be rescinded upon failure to follow any of the provisions in this permit and may be considered a violation of the encroachment agreement.
2. The Encroaching party or their contractor shall provide the following notices prior to construction activity within the NCDOT Right of Way:
  - a. Three (3) business days advance phone call at telephone (252) 623-5300 or email to [D2D1notifications@ncdot.gov](mailto:D2D1notifications@ncdot.gov) to the District Engineer's office
  - b. If the construction falls within the limits of an NCDOT managed construction project, five (5) business days advance phone call to the Resident Engineer, Mr. David Kramer at (252) 649-6500 or email to [dpkramer@ncdot.gov](mailto:dpkramer@ncdot.gov).

Failure to provide these notifications prior to beginning construction is subject to the Division Engineer's discretion to cease construction activity for this encroachment. NCDOT reserves the right to cease any construction or maintenance work associated with this installation by the encroaching party until the construction or maintenance meets the satisfaction of the Division Engineer or their representative.

3. Prior to beginning work, it is the requirement of the Encroaching Party to contact the appropriate Utility Companies involved and make arrangements to adjust or relocate any utilities that conflict with the proposed work.
4. It shall be the responsibility of the encroaching party to determine the location of utilities within the encroachment area. NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act requires underground utilities to be located by calling 811 prior to construction. The encroaching party shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and maintain access to them.
5. The encroaching party shall notify the appropriate municipal office prior to beginning any work within the municipality's limits of jurisdiction.
6. Excavation within 1000 feet of a signalized intersection will require notification by the encroaching party to the Division Traffic Engineer at telephone number (252) 439-2816 no less than one week prior to beginning work. All traffic signal or detection cables must be located prior to excavation. Cost to replace or repair NCDOT signs, signals, pavement markings or associated equipment and facilities shall be the responsibility of the encroaching party.
7. This agreement does not authorize installations within nor encroachment onto railroad rights of way. Permits for installations within railroad right of way must be obtained from the railroad and are the responsibility of the encroaching party.
8. At the option of the District Engineer, a preconstruction meeting including representatives of NCDOT, the encroaching party, contractors and municipality, if applicable, shall be required. A pre-construction conference held between a municipality (or other facility owner) and a contractor without the presence of NCDOT personnel with subsequent construction commencing may be subject to NCDOT personnel ceasing any work on NCDOT right-of-way related to this encroachment until such meeting is held. Contact the District office to schedule.

9. At the discretion of the District Engineer, a NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W form (See corresponding attachment) with the scheduled pre-construction meeting and associated construction schedule details must be completed and submitted to the District Engineer's office a minimum of one week prior to construction.
10. At the discretion of the District Engineer, the encroaching party (not the utility contractor) shall make arrangements to have a qualified inspector, under the supervision of a Professional Engineer registered in North Carolina, on site at all times during construction. The registered Professional Engineer shall be required to submit a signed and PE sealed certification that the utility was installed in accordance with the encroachment agreement.

### Legal & Right-of-Way Issues

11. This approval and associated plans and supporting documents shall not be interpreted to allow any design change or change in the intent of the design by the Owner, Design Engineer, or any of their representatives. Any revisions or changes to these approved plans or intent for construction must be obtained in writing from the Division Engineer's office or their representative prior to construction or during construction if an issue arises during construction to warrant changes.
12. NCDOT does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought about by any property owner by reason of this installation. It is the responsibility of the encroaching party to verify the right of way.
13. Encroaching party shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements.
14. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with proof of dedication furnished to the District Engineer prior to beginning work.
15. Prior to the approval of any privately maintained facility within NCDOT right of way which the State of North Carolina is not the fee simple owner, written permission that each and every property owner affected by the installation shall be provided to NCDOT by the encroaching party. (See corresponding attachment.)
16. No commercial advertising shall be allowed within NCDOT Right of Way.
17. The encroaching party shall obtain proper approval from all affected pole owners prior to attachment to any pole.
18. The installation within the Control of Access fence shall not adversely affect the design, construction, maintenance, stability, traffic safety or operation of the controlled access highway, and the utility must be serviced without access from the through-traffic roadways or ramps.

### Bonds

19. A Performance and Indemnity Bond in the amount of \$N/A shall be posted with the District Engineer's Office by the Party of the Second Part prior to beginning any work within the NCDOT Right of Way. The bond shall be held for a minimum of one year after a satisfactory final inspection of the installation by NCDOT. The bond may be held for a period longer than one year after completion if, in the opinion of NCDOT, the size or complexity of the installation warrants a longer period.

20. The release of the bond is subject to a final inspection by NCDOT. Contact the District office to schedule a Final Inspection and to request release of the bond.

## Work Zone Traffic

21. Traffic control shall be coordinated with the District Engineer and the Division Traffic Engineer, Mr. Steve Hamilton. at (252) 439-2816, prior to construction.

## 22. WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

All personnel performing any activity inside the highway right of way are required to be familiar with the NCDOT Maintenance / Utility Traffic Control Guidelines (MUTCG). No specific training course or test is required for qualification in the Maintenance /Utility Traffic Control Guidelines (MUTCG).

All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right of way requires qualified and trained Work Zone Flaggers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

All personnel involved with the installation of Work Zone Traffic Control devices inside the highway right of way are required to be qualified and trained Work Zone Installers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

All personnel in charge of overseeing work zone Temporary Traffic Control operations and installations inside the highway right of way are required to be qualified and trained Work Zone Supervisors. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

For questions and/or additional information regarding this training program please refer to <https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx> or call the NCDOT Work Zone Traffic Control Section (919) 814-5000.

23. The party of the second part shall employ traffic control measures that are in accordance with the prevailing federal, state, local, and NCDOT policies, standards, and procedures. These policies, standards, and procedures include, but are not limited to the following:
  - a. Manual on Uniform Traffic Control Devices (MUTCD) – North Carolina has adopted the MUTCD to provide basic principles and guidelines for traffic control device design, application, installation, and maintenance. North Carolina uses the MUTCD as a minimum requirement where higher supplemental standards specific to North Carolina are not established. Use fundamental principles and best practices of MUTCD (Part 6, Temporary Traffic Control).
  - b. NCDOT Maintenance / Utility Traffic Control Guidelines – This document enhances the fundamental principles and best practices established in MUTCD Part 6, Temporary Traffic Control, incorporating NCDOT-specific standards and details. It also covers important safety knowledge for a wide range of work zone job responsibilities.
24. If the Traffic Control Supervisor determines that portable concrete barrier (PCB) is required to shield a hazard within the clear zone, then PCB shall be designed and sealed by a licensed North Carolina Professional Engineer. PCB plans and design calculations shall be submitted to the District Engineer for review and approval prior to installation.

25. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police, EMS and fire stations, fire hydrants, secondary schools, and hospitals.
26. Traffic shall be maintained at all times. All lanes of traffic are to be open during the hours of 7:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. Monday through Friday, during any time of inclement weather, **or as directed by the District Engineer**. Any violation of these hours will result in ceasing any further construction by the Encroaching Party or their contractor.
27. Nighttime and weekend operations will NOT be allowed unless written approval is received from the District Engineer. If nighttime or weekend work is allowed or required, all signs must be retro-reflective, and a work zone lighting plan must be submitted for approval prior to construction.
28. Two-way traffic shall be maintained at all times unless designated by the District Engineer. Traffic shall not be rerouted or detoured without the prior written approval from the District Engineer. No utility work will be allowed on state holidays from 7:00 PM the night before through 9:00 AM the day prior to, following or during local events without prior approval from the District Engineer. If the construction is within 1000 feet of a school location or on a designated bus route, the construction shall be coordinated with the school start and end times to avoid traffic delays.
29. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.
30. Any work requiring equipment or personnel within 5 feet of the edge of any travel lane of an undivided facility and within 10 feet of the edge of any travel lane of a divided facility shall require a lane closure with appropriate tapers per current *NCDOT Roadway Standard Drawings or MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*.
31. At the discretion of the District Engineer, a traffic control plan shall be developed and submitted under the seal and signature of a Licensed North Carolina Professional Engineer prior to construction. The plan shall be specific to the site and adequately detailed. Issues such as the close proximity to intersections shall be addressed.
32. Temporary and final pavement markings are the responsibility of the encroaching party. Final pavement markings and sign plans shall be submitted with the encroachment request to the Division Traffic Engineer prior to construction. Final pavement markings shall be thermoplastic unless otherwise directed by the Division Traffic Engineer or District Engineer.
33. Any pavement markings that are damaged or obliterated shall be restored by the encroaching party at no expense to NCDOT.
34. Sidewalk closures shall be installed as necessary. Pedestrian traffic shall be detoured around these closures and shall be signed appropriately and in accordance with The American with Disabilities Act Accessibility Guidelines. The encroaching party must adhere to the guidelines for accommodating pedestrians in encroachment work zones as described in the NCDOT Pedestrian Work Zone Accommodations Training found at <https://www.youtube.com/watch?v=A0uYa5IW3dg&feature=youtu.be>

## Roadside Environmental

35. The encroaching party shall comply with all applicable Federal, State and local environmental regulations and shall obtain all necessary Federal, State and local environmental permits, including

but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species and historical sites. Additional information can be obtained by contacting the NCDOT Roadside Environmental Engineer regarding the North Carolina Natural Heritage Program or the United States Fish and Wildlife Services. Contact the Division Roadside Environmental Engineer's Office at 252-439-2939.

36. When surface area in excess of one acre will be disturbed, the Encroacher shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide this information shall be grounds for suspension of operations. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with the approved sediment and erosion control plan.
37. The Verification of Compliance with Environmental Regulations (VCER-1) form is required for all non-utility encroachment agreements or any utility encroachments when land disturbance within NCDOT right of way exceeds 1 acre. The VCER-1 form must be PE sealed by a NC registered professional engineer who has verified that all appropriate environmental permits (if applicable) have been obtained and all applicable environmental regulations have been followed.
38. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Encroacher in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. Permanent vegetation shall be established on all disturbed areas in accordance with the recommendations of the Division Roadside Environmental Engineer. All areas disturbed (shoulders, ditches, removed accesses, etc.) shall be graded and seeded in accordance with the latest *NCDOT Standards Specifications for Roads and Structures* and within 15 calendar days with an approved NCDOT seed mixture (all lawn type areas shall be maintained and reseeded as such). Seeding rates per acre shall be applied according to the Division Roadside Environmental Engineer. Any plant or vegetation in the NCDOT planted sites that is destroyed or damaged as a result of this encroachment shall be replaced with plants of like kind or similar shape.
39. No trees within NCDOT shall be cut without authorization from the Division Roadside Environmental Engineer. An inventory of trees measuring greater than 4 caliper inches (measured 6" above the ground) is required when trees within C/A right of way will be impacted by the encroachment installation. Mitigation is required and will be determined by the Division Roadside Environmental Engineer's Office.
40. Prior to installation, the Encroaching Party shall contact the District Engineer to discuss any environmental issues associated with the installation to address concerns related to the root system of trees impacted by boring or non-utility construction of sidewalk, roadway widening, etc.
41. The applicant is responsible for identifying project impacts to waters of the United States (wetlands, intermittent streams, perennial streams and ponds) located within the NCDOT right-of-way. The discharge of dredged or fill material into waters of the United States requires authorization from the United States Army Corps of Engineers (USACE) and certification from the North Carolina Division of Water Quality (NCDWQ). The applicant is required to obtain pertinent permits or certification from these regulatory agencies if construction of the project impacts waters of the United States within the NCDOT right-of-way. The applicant is responsible for complying with any river or stream Riparian Buffer Rule as regulated by the NCDWQ. The Rule regulates activity within a 50-foot buffer along perennial streams, intermittent streams and ponds. Additional information can be obtained by contacting the NCDWQ or the USACE.
42. The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the Division Engineer or their agent.

43. The contractor shall perform all monitoring and record keeping and any required maintenance of erosion and sediment control measures to maintain compliance with stormwater regulations.

### STIP (or Division Managed) Projects

44. State Transportation Improvement Project (STIP) **N/A** is scheduled for future construction. Any encroachment determined to be in conflict with the construction of this NCDOT project shall be removed and/or relocated at the encroaching party's expense.

## Construction

### General

45. An executed copy of the encroachment agreement, provisions and approved plans shall be present at the construction site at all times. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.
46. The Encroaching Party and/or their Contractor shall comply with all OSHA requirements. If OSHA visits the work area associated with this encroachment, the District Office shall be notified by the encroaching party immediately if any violations are cited.
47. Any REVISIONS marked in RED on the attached non-PE sealed plans shall be incorporated into and made part of the approved encroachment agreement.
48. All disturbed areas are to be fully restored to current NCDOT minimum roadway standards or as directed by the Division Engineer or their representative. Disturbed areas within NCDOT Right-of-Way include, but not limited to, any excavation areas, pavement removal, drainage or other features.
49. The encroaching party shall notify the Division Engineer or their representative immediately in the event any drainage structure is blocked, disturbed or damaged. All drainage structures disturbed, damaged or blocked shall be restored to its original condition as directed by the Division Engineer or their representative.
50. A minimum of 5 feet clearance is required for utility installations beneath or near drainage pipes, headwalls, and a minimum of two-foot clearance below the flowline of streams. If directional drilling, a minimum ten-foot clearance distance is required from drainage structures and a minimum of 5 feet below flowline of streams.
51. At points where the utility is placed under existing storm drainage, the trench will be backfilled with excavatable flowable fill up to the outside diameter of the existing pipe.
52. Unless specified otherwise, during non-working hours, equipment shall be located away from the job site or parked as close to the right of way line as possible and be properly barricaded in order not to have any equipment obstruction within the Clear Zone. Also, during non-working hours, no parking or material storage shall be allowed along the shoulders of any state-maintained roadway.
53. No access to the job site, parking or material storage shall be allowed along or from the **Control of Access Roadway**.

54. Guardrail removed or damaged during construction shall be replaced or repaired to its original condition, meeting current NCDOT standards or as directed by the Division Engineer or their representative.
55. The resetting of the Control of Access fence shall be in accordance with the applicable NCDOT standard and as directed by the Division Engineer or their representative.
56. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
57. All Traffic signs moved during construction shall be reinstalled as soon as possible to the satisfaction of the Division Engineer or their representative.
58. Any utility markers, cabinets, pedestals, meter bases and services for meter reading required shall be as close to the Right of Way line as possible. If it is not feasible to install at or near Right of Way line, then written approval shall be obtained from NCDOT prior to installation.
59. Detection tape, where required by NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act, shall be buried in the trench approximately 1 foot above the installed facility. Where conduit is installed in the right of way and is not of ferrous material, locating tape or detection wire shall be installed with the conduit.
60. All driveways disturbed during construction shall be returned to a state comparable with the condition of the driveways prior to construction.
61. Conformance with driveway permit review should be required in conjunction with this encroachment agreement. In the event there is a conflict between the driveway permit and the encroachment agreement, the District Engineer should resolve the conflict and notify the parties involved.
62. If the approved method of construction is unsuccessful and other means are required, prior approval must be obtained through the District Engineer before construction may continue.

## Engineering

63. All traffic control, asphalt mixes, structures, construction, workmanship and construction methods, and materials shall be in compliance with the most-recent versions of the following resources: *ASTM Standards*, *Manual on Uniform Traffic Control Devices*, *NCDOT Utilities Accommodations Manual*, *NCDOT Standard Specifications for Roads and Structures*, *NCDOT Roadway Standard Drawings*, *NCDOT Asphalt Quality Management System manual*, **and the approved plans.**
64. Prior approval for any blasting must be obtained from the Division Engineer or their representative.
65. Regulator stations, metering stations, cathodic test stations, and anode beds are not permitted within NCDOT right of way. Header wires are permitted.
66. Non-Utility Communication and Data Transmission installations (ground mounted type or Small Cell pole-mounted type) must adhere to guidelines in the Utilities Accommodations Manual and, when located within municipal jurisdictions, are subject to review and approval by municipal ordinances and any additional municipal approval for proximity to historic districts and landmarks. All wiring and related telecommunications work shall conform to the latest regulations by the Federal Communications Commission.



67. All wiring and related electrical work shall conform to the latest edition of the National Electrical Safety Code.

#### Location within R/W

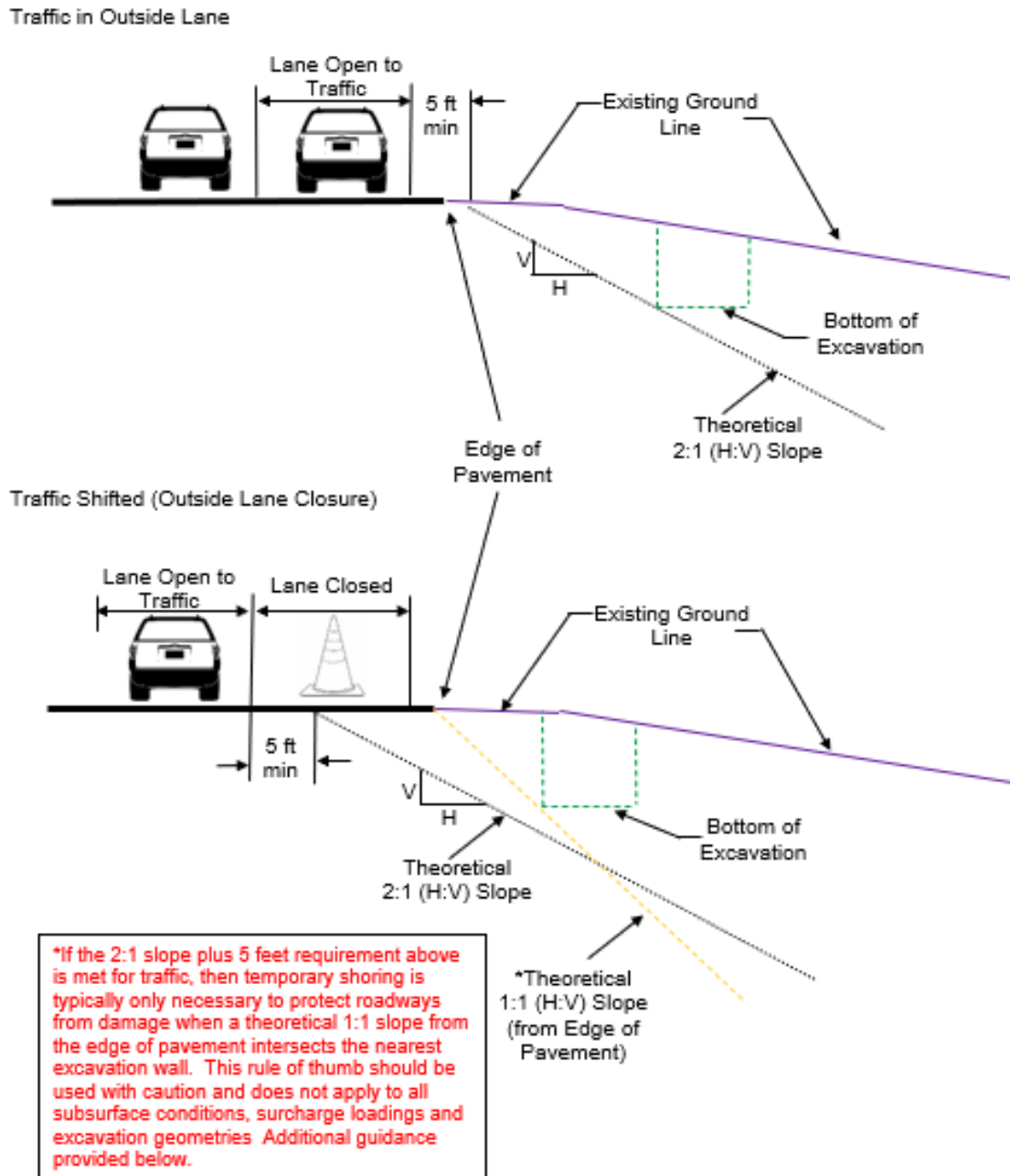
68. All utility access points, such as manholes, vaults, handholes, splice boxes and junction boxes shall be located as close to the right of way line as possible and shall not be placed in the ditch line, side slopes of the ditches or in the pavement. All manholes, handholes, splice boxes, junction boxes and vaults and covers shall be flush with the ground when located within the vehicle clear zone. Slack loops for telecommunications in industry standard housing units shall be buried a minimum of 18 inches when buried or meet minimum NCDOT vertical and horizontal clearances when installed aerially.
69. Fire Hydrants shall be of the breakaway type. Hydrants shall be placed near the right of way line. In curb and gutter sections with written approval from the District, the hydrants may be placed at 6' behind the back of the curb or minimum 2' back of sidewalk.
70. Luminaire and/or utility poles and guy wires shall be set as close to the Right of Way line as practical and outside the Clear Zone in accordance with the latest version of the AASHTO Roadside Design Guide (See corresponding attachment) or made breakaway in accordance with the requirements of NCHRP Report 350. Any relocation of the utility poles from the original design due to Clear Zone requirements shall require a re-submittal for the utility design.
71. Luminaire and/or utility poles shall be set a minimum of 5'-6" behind face of any guardrail or otherwise sufficiently protected. However, standard placement may be reduced to 3'-6" behind face of guardrail when posts are spaced 3'-1 1/2", or where speed limit is less than 55 MPH.
72. Hot box (aka ASSE 1060) or Safe-T-Cover type enclosures covering utility main pipe joints, backflow preventers, valves, vent pipes, cross connections, pumps, grinders, irrigation assemblies, transformers, generators, and other similar large appurtenances shall be located outside sight distance triangles and off of the NCDOT Right-of-Way.
73. Sprinkler heads shall be located a minimum of 10 feet from the edge of pavement, edge of shoulder, or back of curb whichever is greater and shall be directed so that water does not spray or drain on the roadway surface, sidewalk, or passing vehicles at any time. Upon completion of the installation and prior to activation of the system, the Encroacher shall contact the District Engineer to schedule a test of the system to verify the spray pattern. Sprinkler systems shall not be operated during periods of high wind or freezing weather, or to the extent that the subgrade adjacent to the pavement structure becomes saturated. NCDOT reserves the right to require immediate termination and removal of any sprinkler system which in its judgement and opinion adversely affects safety, maintenance, or operation of the roadway.

#### Excavation

74. Excavation material shall not be placed on pavement.
75. It is the responsibility of the encroaching party or their contractor to prevent any mud/dirt from tracking onto the roadway. Any dirt which may collect on the roadway pavement from equipment and/or truck traffic on site shall be immediately removed to avoid any unsafe traffic conditions.
76. The utility shall be installed within 5 feet of the right of way line and outside the 5-foot minimum from travel lane plus theoretical 2:1 slope from the edge of pavement to the bottom of the nearest



excavation wall for temporary shoring. Temporary shoring is required when a theoretical 2:1 slope from the bottom of excavation will intersect the existing ground line less than 5 feet from the outside edge of an open travel lane as shown in the figure below or when a theoretical 2:1 slope from the bottom of excavation will intersect any existing structure, support, utility, property, etc. to be protected.



If the 2:1 slope plus 5 feet requirement above is met for traffic, then temporary shoring is typically only necessary to protect roadways from damage when a theoretical 1:1 slope from the edge of pavement intersects the nearest excavation wall. This rule of thumb should be used with caution and does not apply to all subsurface conditions, surcharge loadings and excavation geometries. Situations where this 1:1 slope is not recommended include groundwater depth is above bottom of excavation or excavation is deeper than 10 feet or in [Type B or C soils as defined by OSHA Technical Manual](#).

Temporary shoring may be avoided by locating trenches, bore pits, and other excavations far enough away from the open travel lane, edge of pavement and any existing structure, support, utility, property, etc. to be protected.

Temporary shoring shall be designed and constructed in accordance with current NCDOT Standard Temporary Shoring provisions (refer to

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx> and see SP11 R002

- a. Temporary excavation shoring, such as sheet piling, shall be installed. The design of the shoring shall include the effects of traffic loads. The shoring system shall be designed and sealed by a licensed North Carolina Professional Engineer. Shoring plans and design calculations shall be submitted to the Division Engineer for review and approval prior to construction. (See NCDOT *Utilities Accommodations Manual* for more information on requirements for shoring plans, design calculations, and subsurface investigation report.) **Trench boxes shall not be accepted as temporary shoring and will not be approved for use in instances where shoring is required to protect the highway, drainage structure, and/or supporting pavement or structure foundation.**
  - b. All trench excavation inside the limits of the theoretical two-to-one slope plus 5 feet requirement, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight. Any excavation that is not backfilled by the end of the workday must address any safety and traveling public concerns including accommodations for bicycles, pedestrians and persons with disabilities.
  - c. The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled in accordance with Section 300-7 of the latest *NCDOT Standard Specifications for Roads and Structures*, which basically requires the backfill material to be placed in layers not to exceed 6 inches loose and compacted to at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99 as modified by DOT.
  - d. At the discretion of the Division Engineer, a qualified NCDOT inspector shall be on the site at all times during construction. The encroaching party shall reimburse NCDOT for the cost of providing the inspector. If NCDOT cannot supply an inspector, the encroaching party (not the utility contractor) should make arrangements to have a qualified inspector, under the supervision of a licensed North Carolina Professional Engineer, on the site at all times. The Professional Registered Engineer shall certify that the utility was installed in accordance with the encroachment agreement and that the backfill material meets the Statewide Borrow Criteria.
  - e. The length of parallel excavation shall be limited to the length necessary to install and backfill one joint of pipe at a time, not to exceed twenty-five (25) feet.
77. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. The subgrade shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. The contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade. The option to backfill any trenches with dirt or either #57 stone or #78 stone with consolidation with a plate tamp and without a conventional density test may be pursued with the written consent of the District Engineer. If this option is exercised, then roadway ABC stone and asphalt repair as required will also be specified by the District Engineer.

#### Directional bore

78. Boring equipment will be provided of a type and size to facilitate boring in the local geologic conditions and shall be able to facilitate the encroachment work.

79. When Horizontal Directional Drilling (HDD) is used, the following stipulations apply:
- a. Use drilling fluids as appropriate for the type soils but use of water alone is prohibited. Pump drilling fluids only while drilling or reaming. Directional boring using jetting with a Bentonite (or equivalent material) slurry is recommended. Monitor flow rates to match the amount leaving the bore hole and do not increase pressure or flow to free stuck drill heads, reamers or piping. Open cutting to retrieve stuck drill heads is not allowed without prior permission from the District Engineer.
  - b. The minimum depth shall adhere to the table below for transverse (under non-controlled access, partial controlled access, or limited controlled access roadway) installations and refers to maximum diameter of hole drilled and not the dimension of the carrier or encasement pipe.

<u>Diameter of Drilled Hole (Backream)</u>	<u>Minimum Depth of Cover</u>
2" to 6"	5 feet
>6" to 15"	12 times hole diameter (e.g. 6-inch hole means 6 feet minimum depth)
>15" to 36"	15 feet or greater

- c. Under fully controlled access roadway installations, the minimum depth for transverse crossings shall be 15 feet under any pavement (ramps or thru lanes)
- d. An overbore (backream diameter) shall not be more than 1.5 times the outside diameter of the pipe or encasement under any highway for pipes 12 inches in diameter or less. For pipes with outer diameter larger than 12 inches, the overbore may be no larger than outer diameter of pipe plus 6 inches. An overbore exceeding 1.5 times greater than the outside diameter of the pipe or encasement may be considered if the encroachment agreement includes a statement signed and sealed by a licensed North Carolina Professional Engineer indicating that an overbore in excess of 1.5 times the outside diameter of the pipe or encasement will appropriately arch and no damage will be done to the pavement or sub-grade.
- e. Directional boring is allowed beneath embankment material in naturally occurring soil.
- f. Any parallel installation utilizing the directional boring method shall be made at a minimum depth of three (3') feet (cover) below the ground surface and outside the theoretical 1:1 slope from the existing edge of pavement except where the parallel installation crosses a paved roadway.
- g. All directional bores shall maintain ten (10) feet minimum (clear) distance from the nearest part of any structure, including but not limited to bridges, footings, pipe culverts or box culverts. Directional bores are not allowed beneath bridge footings, culvert wingwall footings, slope protection or retaining walls.
- h. The tip of the drill string shall have a cutter head.
- i. Detection wire shall be installed with non-ferrous material.
- j. HDPE pipe installed by directional boring shall not be connected to existing pipe or fittings for one (1) week from the time of installation to allow tensional stresses to relax.

### Aerial clearances

80. Vertical clearance of overhead power and communication lines shall meet the National Electrical Safety Code requirements except the minimum vertical clearance shall be 18' for crossings over NCDOT roadways (24' over Fully Controlled Access roadways) and 16' for parallel installations.

81. In relation to the bridge, the utility line shall be located with minimum clearances as indicated on the attachment for NCDOT **Required Clearances for Aerial Installations by Encroachment Near Bridge Structures**.

## Pavement Detail and Repair

82. The paving of this roadway shall be in accordance with the latest version of NCDOT Standard Specifications, Sections 610, 1012 and 1020. The Contractor shall follow all procedures of the Quality Management System (QMS) for asphalt pavement - Maintenance Version (see <https://connect.ncdot.gov/resources/Materials/MaterialsResources/2018%20QMS%20Asphalt%20Manual.pdf>). The Contractor must adhere to all testing requirements and quality control requirements specified. The Contractor shall contact the NCDOT Division QA Supervisor prior to producing plant mix and make the Supervisor aware that the mix is being produced for a future NCDOT road. Contact the District Engineer to determine the NCDOT Division QA Supervisor. Only NCDOT approved mix designs will be acceptable. A Quality Control Plan shall be submitted (as Directed by the District Engineer) to the District Engineer's Office prior to asphalt production utilizing form QMS-MV1. Failing mixes and/or densities are subject to penalties including monetary payments or removal and replacement. To minimize traffic queuing in construction areas, the possibility of traffic detours may be considered when working on high traffic routes even if traffic control is used. The District Engineer may require traffic detours.
83. When paving beyond utility installation is involved, a Roadway certification report sealed by a Professional Engineer shall be submitted to the District Engineer's office indicating the following:
- Pavement thickness by type
  - Pavement density, core and/or test locations
  - Base thickness
  - Base density
  - Subgrade density
- Test frequency and method shall be in conformance with the NCDOT *Materials and Tests Manual*. Test must be performed by a Certified Technician including name and Certification number on report.
84. "Potholing" pavement cores to expose existing utilities shall be made with an 18" diameter keyhole pavement core. Pavement core locations shall not be placed in the wheel path whenever possible. Vacuum excavation shall be utilized to expose underground utilities. Pavement cores shall be repaired within the same working day. The pavement core shall be retained and reused to fill the core hole.
- The excavation shall be backfilled and compacted with select material to the bottom of the existing pavement structure or as indicated by the District Engineer. The retained core shall be placed in the hole and secured with a waterproof, mechanical joint. If the pavement core is damaged and cannot be re-used, the core may be replaced with the surface mix, S9.5B. The asphalt patch shall match the thickness of the existing asphalt or four inches, whichever is greater. All materials must be listed on the NCDOT Approved Products List (APL) found at: <https://apps.ncdot.gov/vendor/approvedproducts/>.
85. The minimum pavement design for pavement repair shall be according to NCDOT Standard Drawing 654.01 (<https://connect.ncdot.gov/resources/Specifications/2018StandardRdwyDrawings/Division%2006%20Asphalt%20Bases%20and%20Pavements.pdf>) and shall include a mechanical overlay extent to be a minimum of 25 feet each side of the pavement repair area OR as directed by the District Engineer.

86. Pavement cuts shall be repaired the same day the cuts are made unless an asphalt patch cannot be accomplished the same day due to material availability or time restrictions. When the asphalt patch is not feasible, the following apply:
- a. The pavement cut shall be filled to the surface with ABC stone or Flowable Fill per NCDOT's Standards and Specifications.
  - b. Once the cut is filled, a minimum ¾-inch steel plate shall be placed and pinned to prevent moving. Plates shall be designed large enough to span a minimum of 1-foot on all sides on the pavement cut.
  - c. When flowable fill is used, it shall cure for 24 hours prior to any asphalt material placement. Flowable fill bleed water shall not be present during paving operations. Paving shall not cause damage (shoving, distortion, pumping, etc.) to the flowable fill.
  - d. Install and leave "BUMP" signs according to MUTCD until the steel plate has been removed. Once the flowable fill has cured, remove the steel plate, and mill/fill according to the directions of the District Engineer.
  - e. All pavement cuts must be sealed with NCDOT approved sealant to prevent future pavement separation or cracking.
87. Any pavement damaged because of settlement of the pavement or damaged by equipment used to perform encroachment work, shall be re-surfaced to the satisfaction of the District Engineer. This may include the removal of pavement and a 50' mechanical overlay. All pavement work and pavement markings (temporary and final) are the responsibility of the Encroaching Party.

## Post Construction

### Close out/ Inspection

88. The Encroaching party shall notify the District Engineer's office within 2 business days after construction is complete. The District Engineer may perform a construction inspection. Any deficiencies may be noted and reported to the encroaching party to make immediate repairs or resolve any issues to restore the right-of-way to a similar condition prior to construction, including pavement, signage, traffic signals, pavement markings, drainage, structures/pipes, or other highway design features.
89. At the discretion of the District Engineer, a final inspection report may be provided to the encroaching party upon satisfactory completion of the work.
90. A written acknowledgement of the completed work by the District Engineer's office begins the one-year warranty period associated with the performance bond.
91. If the actual construction differs from the approved plans associated with this encroachment, a copy of "as-built" plans shall be submitted to the District Engineer's office in a PDF format and in a current ESRI GIS format within 4 weeks of construction.
92. A copy (in PDF format) of the completed ground water analysis shall be given to the District Engineer, including detailed drawings of the "as-built" wells showing location, depth and water level in well.

# ATTACHMENT FORM

## NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W

### Instructions for use:

This form must be completed in its entirety and submitted directly to the designated personnel in the District Engineer's office via email, fax or hand delivery a minimum of one week prior to construction for the encroachment. If the designated NCDOT personnel names are unknown by the person completing this form, please contact the District Engineer's office to determine that contact info.

Date: \_\_\_\_\_ Submitted by Name: \_\_\_\_\_

To: District Personnel Name: \_\_\_\_\_  
District Personnel Email: \_\_\_\_\_  
District Fax No.: \_\_\_\_\_

This notification is to inform you that we (encroaching party or their contractor) will begin construction work on the following project in a minimum of one week.

**Encroachment number**  
(assigned by NCDOT) for the project: \_\_\_\_\_

Construction start date: \_\_\_\_\_

Approximate ending date: \_\_\_\_\_

Contact NCDOT inspector a minimum of 72 hrs. in advance to set-up Preconstruction meeting in the District Engineer's office or other location as directed by the District Engineer

Preconstruction meeting date & time: \_\_\_\_\_

Preconstruction meeting address: \_\_\_\_\_  
\_\_\_\_\_

Type of project: \_\_\_\_\_  
*[Examples: power, telecommunication, water, sewer, gas, petroleum, other (describe)]*

### Contact Info for this project:

Contractor Company Name: \_\_\_\_\_

Contractor Contact Name: \_\_\_\_\_

Contractor Phone Number: \_\_\_\_\_

Contractor Email: \_\_\_\_\_  
\_\_\_\_\_

NCDOT Utility Inspector Name: \_\_\_\_\_

NCDOT Utility Inspector Phone: \_\_\_\_\_

NCDOT Utility Inspector Email: \_\_\_\_\_

NCDOT Utility Project Manager Name: \_\_\_\_\_

NCDOT Utility Project Manager Phone: \_\_\_\_\_

NCDOT Utility Project Manager Email: \_\_\_\_\_  
\_\_\_\_\_

**Private Facility Encroachment  
Hold Harmless Declaration**

Encroachment Agreement Second Party:

Encroachment Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

County:

\_\_\_\_\_

\_\_\_\_\_

The party of the second part of the above-referenced encroachment agreement agrees to indemnify and save harmless the North Carolina Department of Transportation from all claims of liability for the overburdening of right of way easements caused by the installation of private facilities owned by the party of the second part and installed under the approval of the above-referenced encroachment agreement.

Second Party:

Attest or Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## Clear - Zone Table

TABLE 3.1 (Cont'd)

[U.S. Customary Units]

DESIGN SPEED	DESIGN ADT	FORESLOPES			BACKSLOPES		
		1V:6H or flatter	1V:5H TO 1V:4H	1V:3H	1V:3H	1V:5H TO 1V:4H	1V:6H or flatter
40 mph or less	UNDER 750	7 - 10	7 - 10	**	7 - 10	7 - 10	7 - 10
	750 - 1500	10 - 12	12 - 14	**	10 - 12	10 - 12	10 - 12
	1500 - 6000	12 - 14	14 - 16	**	12 - 14	12 - 14	12 - 14
	OVER 6000	14 - 16	16 - 18	**	14 - 16	14 - 16	14 - 16
45-50 mph	UNDER 750	10 - 12	12 - 14	**	8 - 10	8 - 10	10 - 12
	750 - 1500	14 - 16	16 - 20	**	10 - 12	12 - 14	14 - 16
	1500 - 6000	16 - 18	20 - 26	**	12 - 14	14 - 16	16 - 18
	OVER 6000	20 - 22	24 - 28	**	14 - 16	18 - 20	20 - 22
55 mph	UNDER 750	12 - 14	14 - 18	**	8 - 10	10 - 12	10 - 12
	750 - 1500	16 - 18	20 - 24	**	10 - 12	14 - 16	16 - 18
	1500 - 6000	20 - 22	24 - 30	**	14 - 16	16 - 18	20 - 22
	OVER 6000	22 - 24	26 - 32 *	**	16 - 18	20 - 22	22 - 24
60 mph	UNDER 750	16 - 18	20 - 24	**	10 - 12	12 - 14	14 - 16
	750 - 1500	20 - 24	26 - 32 *	**	12 - 14	16 - 18	20 - 22
	1500 - 6000	26 - 30	32 - 40 *	**	14 - 18	18 - 22	24 - 26
	OVER 6000	30 - 32 *	36 - 44 *	**	20 - 22	24 - 26	26 - 28
65-70 mph	UNDER 750	18 - 20	20 - 26	**	10 - 12	14 - 16	14 - 16
	750 - 1500	24 - 26	28 - 36 *	**	12 - 16	18 - 20	20 - 22
	1500 - 6000	28 - 32 *	34 - 42 *	**	16 - 20	22 - 24	26 - 28
	OVER 6000	30 - 34 *	38 - 46 *	**	22 - 24	26 - 30	28 - 30

\* Where a site specific investigation indicates a high probability of continuing crashes, or such occurrences are indicated by crash history, the designer may provide clear-zone distances greater than the clear-zone shown in Table 3.1. Clear zones may be limited to 30 ft for practicality and to provide a consistent roadway template if previous experience with similar projects or designs indicates satisfactory performance.

\*\* Since recovery is less likely on the unshielded, traversable 1V:3H slopes, fixed objects should not be present in the vicinity of the toe of these slopes. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of slope. Determination of the width of the recovery area at the toe of slope should take into consideration right-of-way availability, environmental concerns, economic factors, safety needs, and crash histories. Also, the distance between the edge of the through traveled lane and the beginning of the 1V:3H slope should influence the recovery area provided at the toe of slope. While the application may be limited by several factors, the foreslope parameters which may enter into determining a maximum desirable recovery area are illustrated in Figure 3.2.

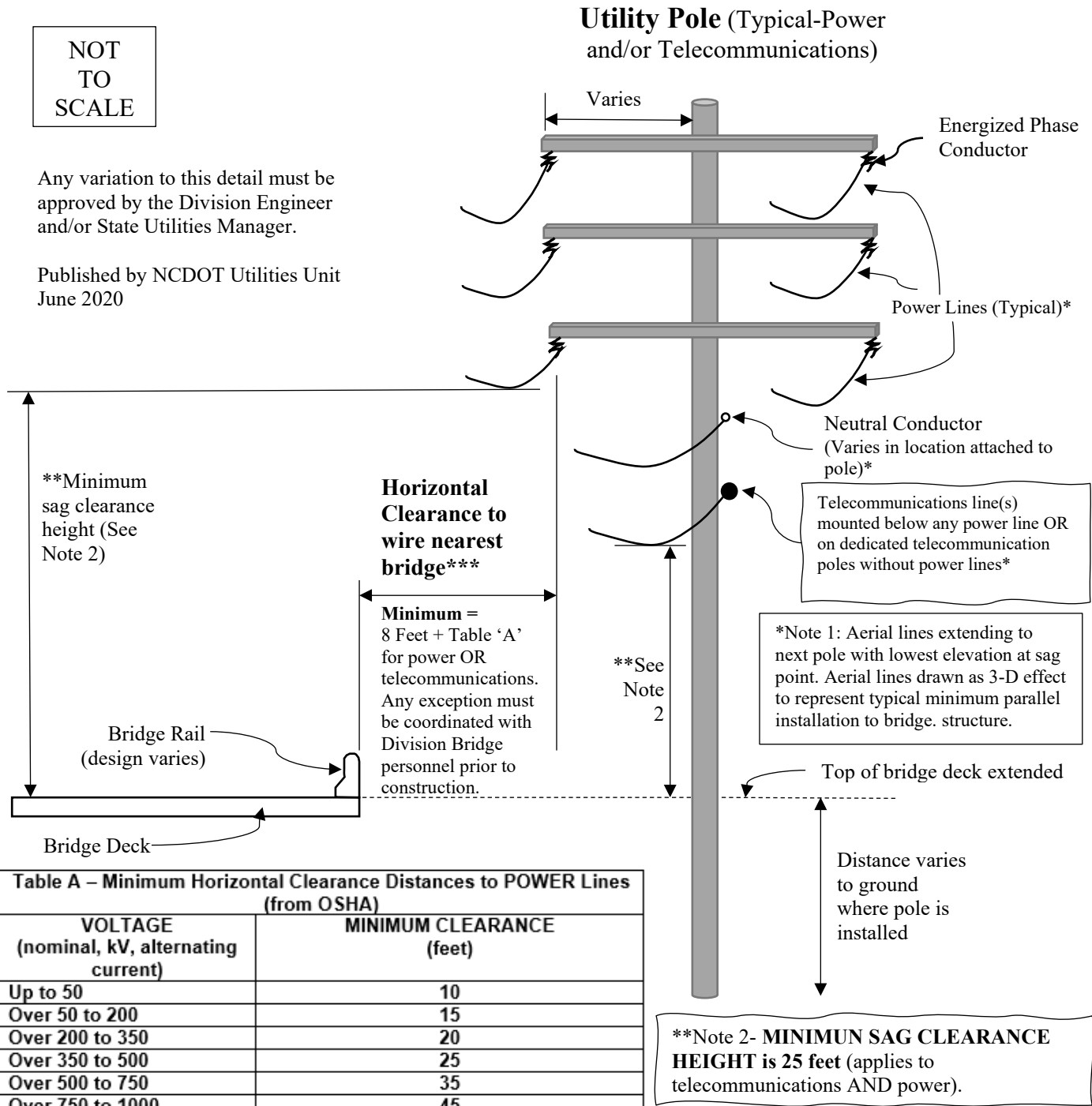


# NCDOT Required Clearances for Aerial Installations Near Bridge Structures

NOT  
TO  
SCALE

Any variation to this detail must be approved by the Division Engineer and/or State Utilities Manager.

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VOLTAGE (nominal, kV, alternating current)	MINIMUM CLEARANCE (feet)
Up to 50	10
Over 50 to 200	15
Over 200 to 350	20
Over 350 to 500	25
Over 500 to 750	35
Over 750 to 1000	45
Over 1000	As established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution

\*\*\*Note 3: HORIZONTAL CLEARANCE EXCEPTION. If vertical sag clearance height for power above bridge deck is  $\geq$  45 feet AND voltage is  $\leq$  350kV, then Minimum Horizontal Clearance may be reduced to 3 feet. Any telecommunications attachment to power pole allowed in this exception must have a minimum 25 feet sag clearance height above bridge deck.