



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

January 15, 2015

Division 10
District 2

Mr. Christopher K. Saunders
Engineering Project Coordinator
Charlotte-Mecklenburg Utilities
5100 Brookshire Blvd.
Charlotte, NC 28216

Subject: BLANKLET ENCROACHMENT CONTRACT-No. 2-1431-M 8-2-1977-
Charlotte Mecklenburg Utilities- Install 8" Sewer line with bore and jack
encasements across Us 21 (Stateville Rd.) and 8" water tap to existing line
Loc. Near Stumptown Rd.) in Mecklenburg Co.

ENCROACHMENT NUMBER: 15-009-MB

PROJECT NUMBER: 100-14-574 sew & 100-14-074 Wat

Dear Mr. Saunders:

We have received your letter requesting permission to install sewer facilities on the above road. This installation is approved under the blanket agreement subject to the attached special provisions.

The encroaching party shall notify Doug Sossamon dsossamon@ncdot.gov of the District Engineer's office by filling out and submitting in -ATTACHMENT A-Notification for Utility/Non-Utility encroachment work sheet at least 48 hours prior to beginning any construction /or pre-construction meeting. Failure to comply with these conditions may result in stopping work/or the revocation of this encroachment agreement /or denial of future encroachment agreements and others.

Cordially,

A handwritten signature in black ink that reads "Louis Mitchell". The signature is stylized and includes a large flourish at the end.

Louis Mitchell, PE
Division Engineer

LLM/GDS/ds

Enclosure

cc: Mr. Robert Memory State Utility Agent
Mr. Brett Canipe PE District Eng.
Mr. Jeff Littlefield, PE. County Maint. Eng.
File

SPECIAL PROVISIONS

CMUD
15-009-MB

1. You must notify Doug Sossamon of the District Office in Mecklenburg County by submitting back – ATTACHMENT A- sheet at least 48 hours prior to beginning construction. If you have any questions, please call 980 523 0007 /e-mail dsossamon@ncdot.gov
2. You must notify Doug Sossamon of the District Office in Mecklenburg County by submitting back – ATTACHMENT A- sheet at least 48 hours prior to beginning construction. If you have any questions, please call 980 523 0007 /e-mail dsossamon@ncdot.gov

2c. Sewer tap is to be a boring & taping operation. No open pavement .Water tap needs to be make before Drive entrance is built

3. Shoulder fill section embankments:

Fill Height (feet)	Maximum Slope
0-5	2:1
5-8	2.5:1
8 Greater	3:1

4. Contact the appropriate utility companies prior to any excavation.

6. Grass cover to be established on all disturbed areas in accordance with recommendations of the Division Roadside Environmental Engineer.

August 1 – June 1

100# KY 31 TALL FESCUE
OR ALTA TALL FESCUE
15# ALTA TALL FESCUE
15# RELIANT HARD FESCUE
500# FERTILIZER
400# LIMESTONE

May 1 – September 1

100# KY 31 TALL FESCUE
OR ALTA TALL FESCUE
15# KENIBLUE BLUGRASS
15# RELIANT HARD FESCUE
25# KOBE OR KOREAN LESPEDEZA
500# FERTILIZER
400# LIMESTONE

On cut and fill slopes 2:1 or steeper add 25# Rye Grain November 1 through March 1.

On cut and fill slopes 2:1 or steeper add 30# Sericea Lespedeza January 1 through December 1.

Fertilizer shall be 10-20-20 analysis. Upon written approval of the Engineer, a difference analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis.

7. 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.
8. All materials and workmanship shall conform to NCDOT Specification Manual, and shall be built using NCDOT stamped, approved materials.

9. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the Mecklenburg County District Office.
- 9a. Sewer Ring & covers are to be placed according to existing road/ground elevation. Do not M.H. in the ditch line .
10. All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as modified by the NCDOT. 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
12. The encroaching party agrees to provide traffic control devices, lane closures, road closures, positive protection, and/or any other warning or positive protection devices necessary for the safety of road users during construction and subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and amendments or supplements thereto. When there is no guidance provided in the NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Work shall not start until all the required signs, barricades, warning and/or channeling devices are installed. Information as to the above rules and regulations may be obtained from the NCDOT Division Engineer.
20. Maximum cut and fill slopes should not exceed 2:1 within the right-of-way.
22. Water valves are to be placed according to existing road/ground elevation. Do not place valves in the ditch line or shoulder.
24. Strict compliance with the Policies and Procedures for Accommodating Utilities on Highway Right-Of-Way Manual shall be required.
25. All lanes of traffic are to be opened during the hours of 6:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. Traffic shall be maintained at all times.
29. The North Carolina Department of Transportation does not guarantee the right-of-way of the road, nor will it be responsible for any claims for damages brought by any property owner.
31. All roadway signs that are removed due to construction will be reinstalled as soon as possible.
36. Shoulders are to be reconstructed
37. Specifications shall be NCDOT Standard Specification for Roads and Structures, 2012 Construction will be supervised by NCDOT.
- 37a. Contact, Division Traffic Engineer, at (704) 983-4400 or Dave Davis at least 72 hours prior to construction for any work to be done within 500 feet of any traffic signal(s) where loop detectors may be involved. Any damages caused to any loop detectors or any other signal related equipment will be repaired by NCDOT at the expense of the encroachment applicant.
38. Complete restoration including fertilizing, seeding, and mulching of all areas disturbed during construction will follow within a maximum of fifteen (5-7) working days of the initial disturbing activity.
43. All AASHTO and OSHA guidelines for safety shall be adhered to.

48. Maintain erosion control devices as needed.
56. A preconstruction meeting should be held prior to the beginning of construction. All departments involved should be notified of the meeting. Any work done within the right-of-way prior to having the preconstruction meeting will be subject to removal and replacement.
61. Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation materials.
64. All driveways along the project shall be put back with the same quality or better, with the approval of the Owners.
65. There shall be no discretionary digging, excavation, or any change in the State right-of-way without approval from the Mecklenburg County District Office.
68. In the event the utility will be buried beneath any pipe culvert, the void from the bottom of the utility shall be backfilled and compacted to 95% of its original density. When the density cannot be obtained, the remainder of the void shall be filled with grout up to the outside horizontal diameter of the pipe culvert.
73. **No open cutting of pavement is allowed for the sewer connection/or water.**
75. Excavated areas adjacent to pavement having more than a 2" drop shall have a slope no greater than 6:1 and designated by appropriate delineation during periods of inactivity, including, but not limited to, night and weekend hours.
77. Any work requiring equipment or personnel within 5 feet of the travel lane of an undivided facility and within 10 feet of a travel lane of a divided facility shall require a lane closure with appropriate tapers.
87. Upon completion of the installation, you must notify the Mecklenburg County District Office at 7605 District Drive, Charlotte, NC 28213, in writing so that an inspection can be made.
88. **NCDOT Work Zone Traffic Control Qualifications and Training Program**
The NCDOT is in the process of developing a Work Zone Traffic Control Qualification & Training program that will begin its implementation in 2009. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2009), qualified and trained Work Zone Traffic Control Installers on every traffic control installation (January 2010) and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2010). It is intended for the program to include anyone working within NCDOT Right of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.
Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have any questions, contact our website at www.ncdot.org/-wztc, or contact Meredith

Environmental Provisions

1. The encroaching party shall comply with all applicable federal, state, and local environmental regulations and shall obtain all of the necessary federal, state, and local environmental permits, including, but not limited to, those related to erosion control, stormwater, wetlands, streams, endangered species, and sites of historical significance.
2. It is the responsibility of the encroaching party to secure any needed environmental permits and/or authorizations prior to beginning construction. Permit authorizations from the US Army Corps of Engineers Asheville Regulatory Field Office, (828) 271-7980, and the NC Division of Water Quality Mooresville Regional Office, (704) 663-1699, are required for any stream or wetland impacts. If you, or your representative, determine that no permits or authorizations are needed, attach a letter of verification to the encroachment application stating such.
3. It should be noted that there are federally protected plant species found within the Department of Transportation rights of way. While the department makes every effort to assure that these roadside populations are identified by posting "Do Not Mow" signs, it is the responsibility of the encroaching party to assure that these populations remain undisturbed. Assistance with threatened and endangered species issues can be obtained through the US Fish and Wildlife Service Asheville Field Office, (828) 258-3939.

ATTACHMENT A

NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NDOT R/W

Date: _____

To: Doug Sossamon dsossamon@ncdot.gov & copy NCDOT inspector
Fax No. 704 598 1758 bcarlton@ncdot.gov
flcarter@ncdot.gov
fbrothers@ncdot.gov

This letter is to inform you that we will begin work on the following project in a minimum of 48 hours.

Encroachment number for the project: _____

Construction start date: _____

Approximate ending date: _____

Contact NCDOT inspector 72 hrs. to set-up Preconstruction meeting _____

Preconstruction meeting date & time: _____

Type of project: _____

The contractor Company for this project: _____

Contractor contact & number/e-mail: _____

Utility Inspector & number/e-mail: _____

Utility Project manager & number/e-mail: _____

Please contact the above Project inspector or Project manager if you have any questions.

CC:

NCDOT Inspector: <u>Barry Carlton</u>	980 721 0697 bcarlton@ncdot.gov
<u>Fred Carter</u>	980 721 0545 flcarter@ncdot.gov
<u>Fred Brother</u>	980 722 5336 fbrothers@ncdot.gov



January 2, 2015

Mr. Brett D. Canipe, P.E.
District Engineer- Mecklenburg
10th Division, District 2
N.C. Department of Transportation
Division of Highways
7605 District Drive
Charlotte, North Carolina 28213

15-009-MB
DOUG SOSSAMON

RECEIVED
JAN - 7 2015
NCDOT Div. 10 / Dist. 2

Subject: Encroachment Request for Installation of Water and Sewer Main Facilities on a North Carolina Highway in Mecklenburg County.

Dear Mr. Canipe:

In accordance with the subject encroachment agreement, we request your approval of construction of a proposed long side dry bore with a 18" steel casing, 8" Sanitary Sewer with manhole, and an 8-inch Water Main Tap to be installed at the following locations.

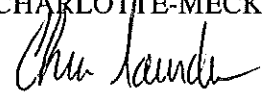
Name of Road: Statesville Rd (U.S Hwy. 21)
Project Name: 77 Huntersville Professional
Job Number: 100-14-074 (w), 100-14-574 (s)
Map: 5 copies enclosed

The start date of this construction will be immediately upon NCDOT approval of this request and the finish date will be approximately 45 days following the start date.

All construction on this project will be in accordance with Charlotte-Mecklenburg Utilities policies, procedures, standard details and specifications.

Please direct all written correspondence to my address at Charlotte-Mecklenburg Utilities - Installation & Development Services, 700 North Tryon Street, Charlotte, NC 28202.

Thank you for your assistance. If you have any questions, and/or comments concerning this encroachment request please call me at (704) 432-5200.

Sincerely,
CHARLOTTE-MECKLENBURG UTILITIES

Christopher K. Saunders, Plan Review Engineer
Installation & Development Services
csaunders@charlottenc.gov

Cc: File


National Pollutant Discharge Elimination System (NPDES)
Stormwater Permit Compliance Certification

I, George Macon, a duly authorized representative of Statesville Office, an industrial/commercial/residential facility requesting attachment to a North Carolina Department of Transportation (NCDOT) highway drainage system at 15913 Statesville RD address, in Mecklenburg County, do hereby certify the following:

Check appropriate box and circle type of facility

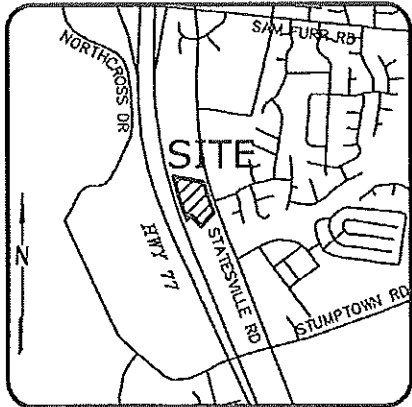
- The Industrial / Commercial / Residential facility does not require an NPDES stormwater permit.
- The Industrial / Commercial / Residential facility does require an NPDES stormwater permit. The permit has been obtained and a Stormwater Pollution Prevention Plan (SPPP) is in place. Appropriate structural stormwater best management practices (BMPs) are designed and will be in place as required by the North Carolina Department of Environment and Natural Resources (NCDENR) and/or the local governing agency. All structural stormwater BMPs are located outside of NCDOT right-of-way.

I understand if the NCDOT determines the facility is not in compliance with NPDES stormwater requirements, the Department will report the noncompliance to the NCDENR Division of Energy, Mineral and Land Resources. I also understand that falsification of this certification may result in penalty of law against the facility and me as prescribed in the North Carolina General Statutes.

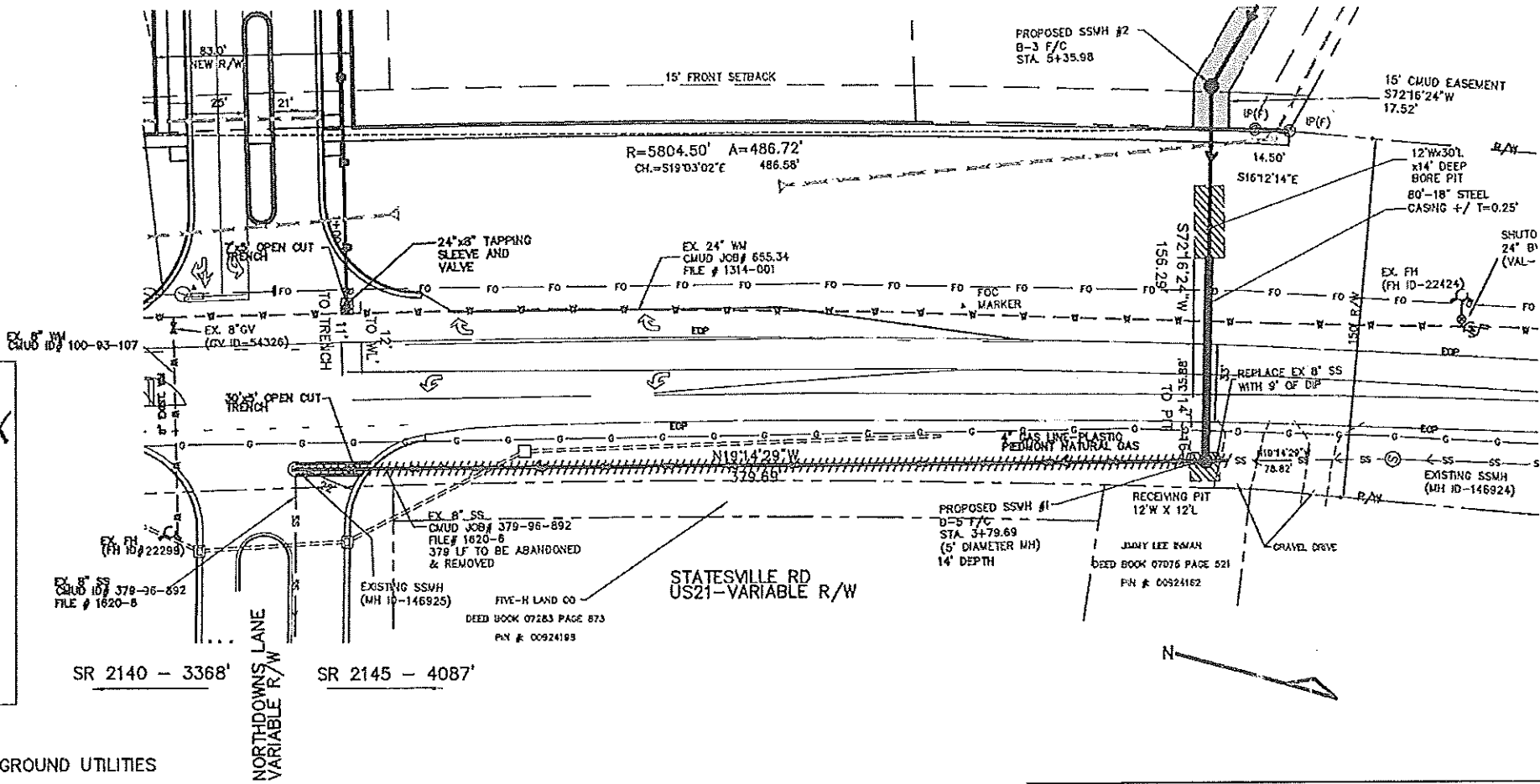
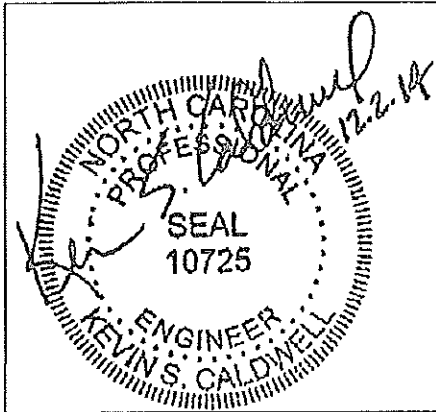
Signature: 

Date: 12.31.14

Note: If the applicant has a question as to whether an NPDES stormwater permit is required, he or she may contact the NCDENR Division of Energy, Mineral and Land Resources in Raleigh at (919) 707-9200 (ask for Stormwater and General Permits Unit).



LOCATION MAP
NOT TO SCALE



NOTES:

- CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- ANY LANE CLOSURES NECESSARY ALONG ROADWAYS SHALL FOLLOW GUIDELINES OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ALL WATER AND/OR SEWER MAIN CONSTRUCTION WILL BE DONE IN ACCORDANCE WITH CMUD SPECIFICATIONS.
- ALL SHORING SHALL BE IN ACCORDANCE TO OSHA TRENCHING STANDARDS PART 1926, SUB-PART P, AS AMENDED TO DATE.
- IF PROPOSED WATER AND/OR SEWER MAIN IS INSTALLED WITHIN 12" OF ANY EXIST GAS MAIN, THE CONTRACTOR SHALL INFORM PIEDMONT NATURAL GAS.

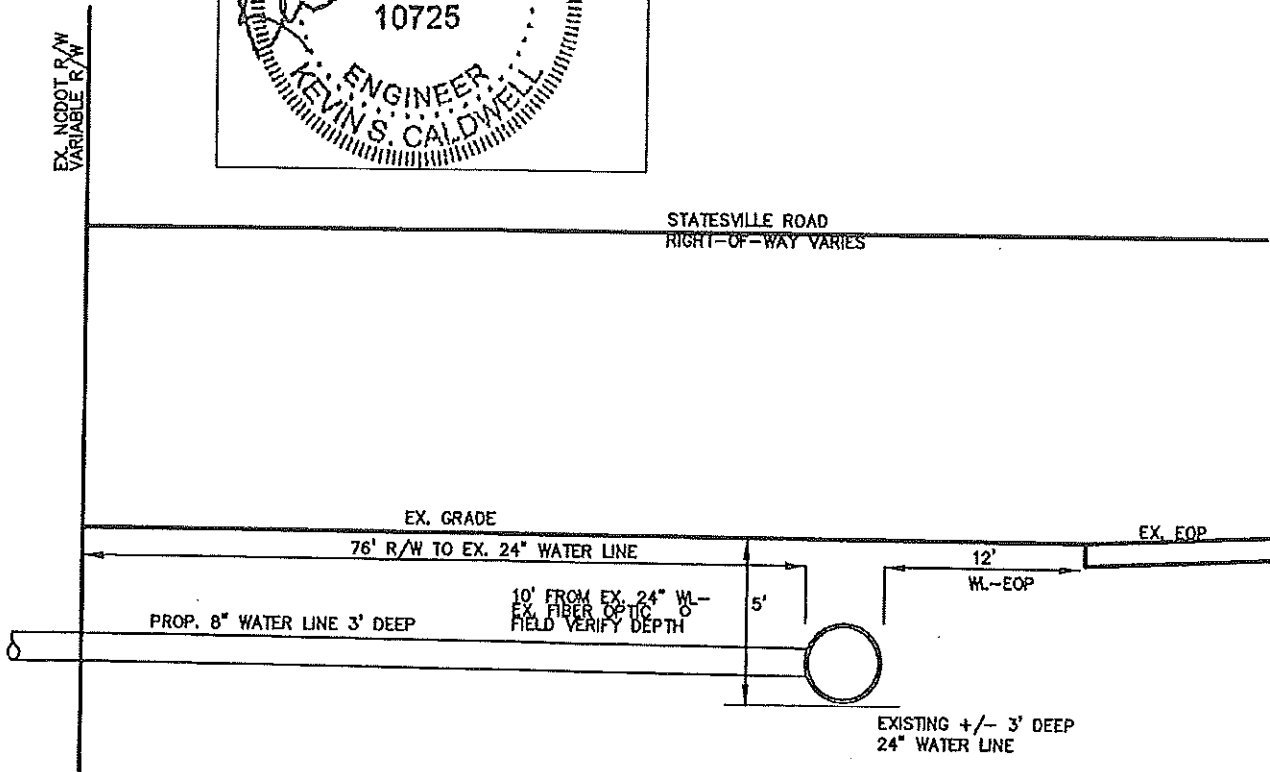
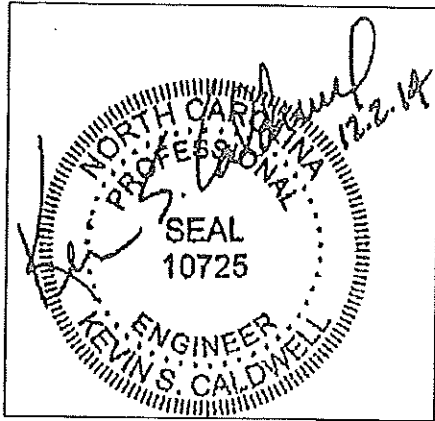
AREA OF DISTURB LAND = 2020 SF
AREA OF DISTURB PYMT = 0

GEOSCIENCE
GROUP, INC.

600-K Hunters Road
Chapel Hill, NC 27517
704-825-2003
704-825-2001(fax)

CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA

100-14-874 Job No. File No.		77 HUNTERVILLE PROFESSIONAL	
PLAN Scale 1"=40'		HUNTERVILLE, NORTH CAROLINA	
PROFILE Hor. _____ Vert. _____		ENCROACHMENT MAP STATESVILLE-US21	
As Built	Date		
GeoScience Surveyed By	JR Designed By	JR Drawn By	KSC Project-Engr
		Approved By	12/14 Date
			Sheet 1 of 4



NOTES:

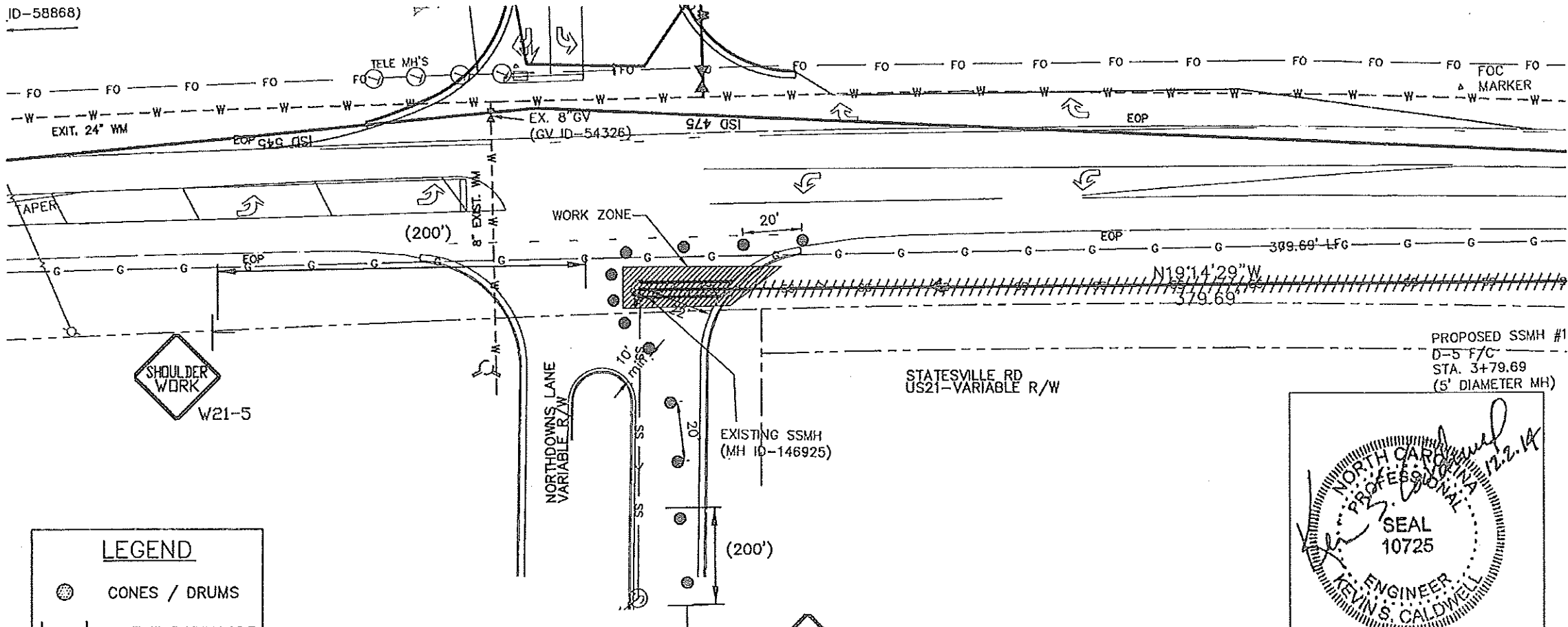
1. TRAFFIC WILL BE EXCLUDED FROM THE 1:1 SLOPE AREA UNTIL BACK FILL IS COMPLETE.
2. IF THE 1:1 SLOPE AREA CAN NOT BE PROTECTED, THEN ACTIVE SHORING (SHEET PILING, SOLDIER PILES, AND LAGGING, ETC.) WILL BE NECESSARY TO PROTECT THE ROADWAY IF DEEMED BY THE NCDOT DIVISION ENGINEER.
3. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARD 1926 SUBPART P, OR AS AMMENDED.
4. TRENCH WIDTH IS TYPICAL FOR CMUD CONSTRUCTION. ACTUAL TRENCH WIDTH MAY VARY BASED ON CONSTRUCTION METHODS OF INDIVIDUAL CONTRACTOR AND SOIL CONDITIONS.
5. LANE CLOSURE FLAGGING AND TRAFFIC CONTROL SHALL BE IN ACCORDANCE TO NCDOT STANDARDS AND CMUD'S STANDARD DETAIL AND SPECIFICATIONS.
6. EXISTING 24" WATERMAIN HAS BEEN VERIFIED BY FIELD SURVEY.

**CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA**

188-14-874		77 HUNTERSVILLE PROFESSIONAL HUNTERSVILLE, NORTH CAROLINA	
Job No. _____	File No. _____	WATER TRENCH DETAIL	
Scales			
PLAN _____	NTS _____		
PROFILE		STATESVILLE ROAD-US21	
Hor. _____			
Vert. _____			
As Built _____		Date _____	
Surveyed By _____	GSG _____	GSG _____	GSG _____
Designed By _____	Project-Engr _____	Approved By _____	Date _____
			Sheet <u>3</u> of <u>4</u>

No.	Date	By	Revision

ID-58868)



LEGEND

- CONES / DRUMS
- TYPE III BARRICADE
- SIGN
- WORK AREA
- ARROW PANEL

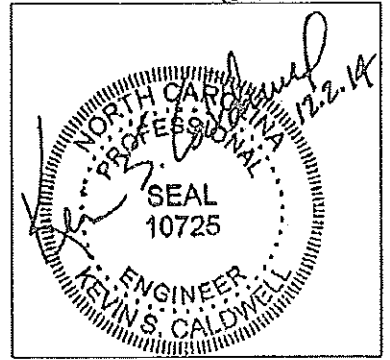
1. SPACING - 35 M.P.H. OR LESS
(SPACING) - ABOVE 35 M.P.H.
2. TYPE III BARRICADE REQUIRED ONLY IF WORK ZONE IS LEFT UNATTENDED OVERNIGHT.
3. NO ADVANCED SIGNAGE REQUIRED IF 6' OR MORE OF CLEARANCE IS MAINTAINED FROM EDGE OF PAVEMENT.



GEOSCIENCE GROUP, INC.

500-K Clanton Road
Charlotte, NC 28217
704-525-2003
704-525-2051(fax)

No.	Date	By	Revision



**CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA**

77 HUNTERSVILLE PROFESSIONAL
HUNTERSVILLE, NORTH CAROLINA

**TRAFFIC CONTROL PLAN
STATESVILLE ROAD-US21**

100-14-571 Job No.	File No.	Scales		77 HUNTERSVILLE PROFESSIONAL HUNTERSVILLE, NORTH CAROLINA	
PLAN	1"=50'	TRAFFIC CONTROL PLAN STATESVILLE ROAD-US21		As Built	
PROFILE	Hor. N/A	TRAFFIC CONTROL PLAN STATESVILLE ROAD-US21		Date	
	Vert. N/A	TRAFFIC CONTROL PLAN STATESVILLE ROAD-US21		Date	
GEOSCI	JR	JR	KSC	12/14	Sheet 4 of 4
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date

ROUTE Statesville Road PROJECT 8-inch Water Line Tap, dry COUNTY STATE OF NORTH CAROLINA
(US Hwy 21) bore with 18" steel casing, & OF Mecklenburg
8" Sanitary Sewer with
Manhole to serve: 77
Huntersville Professional

15-009-MB

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

City of Charlotte
Charlotte Mecklenburg Utilities
700 North Tryon Street
Charlotte, NC 28202

PRIMARY AND SECONDARY HIGHWAYS

RECEIVED

JAN - 7 2015

Project No. 100-14-074 (w), 100-14-574 (s)

NC DOT Div. 30 / Dist. 2

THIS AGREEMENT, made and entered into this the 15 day of 1, 2015, by and between the Department of Transportation, party of the first part; and the City of Charlotte, 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 US Hwy 21 (Statesville Road) located approximately 3,368 LF Northwest of Stumpton Road (SR 2140), with the construction and/or erection of: 8" Water Line Tap, dry bore with 18" steel casing, & a 8" Sanitary Sewer with Manhole to serve 77 Huntersville Professional, as shown on a map prepared for the Charlotte-Mecklenburg Utility Department, copy attached.

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 with in 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 POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, 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 Utility Agent of the party of the first part.

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 round 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.

R/W (161): Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

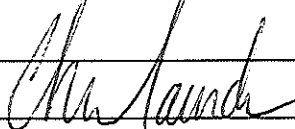
IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

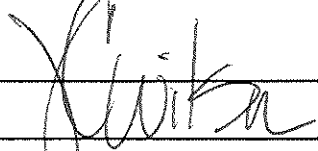
BY: 

DIVISION ENGINEER

ATTEST OR WITNESS:



Christopher K. Saunders
Plan Review Engineer



J. Carl Wilson, PE, Chief Engineer
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 Manager of Right of Way. 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.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, 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, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. 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 agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.