

Permit No.	Date	Document ID No.
43-07T	October 10, 2012	17391



Received via an e-mail
Date: **October 10, 2012**
Solid Waste Section
Raleigh Central Office

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

September 26, 2012

Division Six - District Two
Harnett County

Harnett County Department of Public Utilities
Post Office Box 1119
Lillington, North Carolina 27546

SUBJECT: Encroachment Agreement on NC Highway 55, SR 1723 (Turlington Road) and SR 1724 (Daniels Road) for the installation of 9,520± LF of sanitary sewer force main and various appurtenances in Harnett County (Sequence # 12067).

Dear Sir:

Attached is an approved R/W form 16.1 and plans for the installation of 9,520± LF of 6"Φ PVC (SDR-21) sanitary sewer force main and various appurtenances on NC Highway 55, SR 1723 (Turlington Road) and SR 1724 (Daniels Road) in Harnett County as shown on the attached plans.

Location:

Route	At a point	Towards
NC 55	1,300'± south of the intersection of NC Highway 55 and SR 1723 (Turlington Road).	The north
SR 1723	At the intersection NC Highway 55 and SR 1723 (Turlington Road).	SR 1724
SR 1724	At the intersection SR 1723 (Turlington Road) and SR 1724 (Daniels Road).	End of maintenance.

This encroachment is approved subject to the following:

1. Mr. K. L. Anderson, Highway Maintenance Engineer at (910) 893-4020, and Mr. Troy L. Baker, Assistant District Engineer at (910) 486-1496 shall be notified a minimum of three (3) days before construction is to begin.
2. Traffic will be maintained and proper signs, signal lights, flagmen and other warning devices will be provided for the protection of traffic, in conformance with the latest **MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS**. All contractor personnel will be required to wear a class II ANSI approved safety vest while working within the DOT right of way.
3. **All lanes of traffic on NC Highway 55, SR 1723 (Turlington Road) and SR 1724 (Daniels Road) are to be open during the hours of 6:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. No lane of traffic shall be closed on holidays, special events, or as directed by the engineer. Traffic shall be maintained at all times.**

P.O. Box 1150, Fayetteville, N.C. 28302
Voice: 910.486.1496 Fax: 910.437.2529

4. **Any asphalt that is damaged as a result of the installation of the 6"Φ sanitary sewer force main shall be repaired at the encroaching party's expense. An NCDOT approved asphalt mix shall be used for all repairs within NCDOT rights of way. Contact Mr. Troy L. Baker, Assistant District Engineer for acceptance of asphalt mix designs.**
5. Excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest excavation wall should be made in accordance with the following conditions:
 - The trench backfill material should meet the Statewide Borrow Criteria. The trench should be backfilled in accordance with Section 300-7 of the 2006 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 at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99 as modified by the NCDOT.
 - All trench excavation inside the limits of the theoretical 1:1 slope, as defined by the policy, should be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight.
6. **The proposed 6"Φ sanitary sewer force main, manholes, cleanouts, and other associated appurtenances are to be placed 5' off of the Right-of-Way Lines of all NCDOT roadways affected by the construction of this project. All associated appurtenances must be placed behind the ditch line. No manhole, clean out or any other associated appurtenance will be allowed to be placed in the ditch line or on the shoulder of the road.**
7. **The proposed 6"Φ sanitary sewer force main shall be constructed 2' under all existing culverts and/or the future extension of existing culverts. Minimum separation shall be maintained between the proposed 6"Φ sanitary sewer force main and all existing culverts at all locations.**
8. Disturbed areas shall have an established stand of vegetation according to the attached specifications for erosion control.
16. A copy of this agreement and letter of approval will be required to be available at the construction site at all times.
17. Written notice of the completion of the work will be furnished to the District Engineer, P. O. Box 1150, Fayetteville, North Carolina 28302, when the work has been completed.
11. **All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as modified by the North Carolina Department of Transportation. All material to a depth of 8 inches below the finished surface 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 trench backfill material shall meet the Statewide Borrow criteria. The trench should be backfilled in accordance with Section 300-7 of the NCDOT Standard Specifications for Roads and Structures and Amendments or Supplementals thereto. Test results shall be provided to the District office for verification within two (2) weeks of the sewer line construction.**

12. **All open cuts will require full depth patching with 5" Asphalt Concrete Intermediate Course Type I 25.0 B and 2" Asphalt Concrete Surface Course Type S 9.5 B the same day as cut is made on NCDOT roadways.**
13. A certified pavement structure report, signed by a professional engineer, shall be submitted to the North Carolina Department of Transportation at 600 Southern Avenue, Fayetteville, North Carolina, 28301 indicating the following:
 - Pavement thickness' by type
 - Base thickness
 - Base density
 - Subgrade density
 - Core and/or test locations

Test frequency and method shall be in conformance with the NCDOT "Materials and Tests" Manual. A letter of approval, or recommendations for compliance, will be provided upon receipt and review of the report.
14. **The cut will be patched back the same day and allowed to settle for a period of 90 days.** After the 90 day settling period, if any area of the patch has settled to an unacceptable state as defined by the District Engineer or his/her representative. The area shall require repair by either full depth patching or leveling to be determined on a case by case basis.
15. **Eight inches of ABC will be used as the base. Compaction tests shall be performed at the location of every open cut that crosses NCDOT roadways. The owner will be required to have an approved laboratory furnish the District office a copy of the test results.**
16. The party of the second part 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 motorists and workers during construction and any 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 Supplementals thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the **Manual on Uniform Traffic Control Devices for Streets and Highways** and Amendment or Supplemental thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part. **All contractor personnel will be required to wear a class II ANSI approved safety vest while working within the DOT right of way.**
16. SDR-26 PVC pipe shall not be used on N.C.D.O.T. Right of Way for lines under pressure.
17. Please be reminded that all OSHA Standards regarding trenching and shoring should be strictly adhered to.
18. The Contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
19. **No material storage shall be allowed along the shoulders of the roadway, and during non-working hours, equipment shall be parked as close to the right of way line as possible and shall be properly barricaded so that no equipment obstruction shall be within the Clear Recovery Area.**

20. The Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.
21. 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.
22. Excavation within 500 feet of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number 910-486-1452. All traffic signal or detection cables must be located prior to excavation.
23. Trenching, bore pits and/or other excavations shall not be left overnight. The contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
24. Any work requiring equipment or personnel within 5' of the edge of travel lane of an undivided facility and within 10' of the edge of any travel lane of a divided facility shall require a lane closure with appropriate tapers.
25. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.
26. Any disturbed guardrail shall be reset according to the applicable standard or as directed by the District Engineer.
27. All driveways altered during construction shall be returned to a state comparable with the condition of the driveways prior to construction.
28. All roadway signs which are removed which are removed due to construction shall be reinstalled as soon as possible.
29. Any proposed driveway connections onto NCDOT roadways will require an approved driveway permit. The approval of this Two Party encroachment (RW 16.1) does not constitute approval of any proposed driveway connections. For further information, contact Mr. Troy L. Baker, Assistant District Engineer at (910) 486-1496.
30. Excavated areas adjacent to pavement having more than a 2" drop shall be safed up at a 6:1 or flatter slope and designated by appropriate delineation during periods of inactivity, including, but not limited to, night and weekend hours. Excavated material shall not be placed on the roadway at any time.
31. **NCDOT reserves the right to further limit, restrict, or suspend operations within the Right of Way if, in the opinion of NCDOT, safety or traffic conditions warrant such action.**
32. It shall be the responsibility of the encroaching party to determine the location of other utilities within the encroachment area. 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 to maintain accessibility to existing utilities.
33. **A qualified NCDOT inspector should be on site at all times during construction. The encroaching party should be required to 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 Professional Engineer registered in North Carolina, on site at all times. The Registered Engineer should be required to certify that the utility was installed in accordance with the encroachment agreement and that the backfill material meets the Statewide Borrow Criteria.**

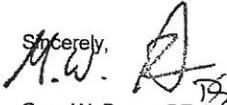
34. All temporary and final paving markings are the responsibility of the encroaching party. Final pavement markings and sign plans shall be submitted to the Division Traffic Engineer at telephone number 910-486-1452 for review and approval.
35. All utility facilities, including but not limited to manholes, valve boxes, meter boxes, splice boxes, junction boxes, vaults, and covers within NCDOT right of way shall have been designed for HS-20 loading. A listing of currently approved manholes, valve boxes, and vaults is available at the following site: <https://apps.dot.state.nc.us/vendor/approvedproducts>. If any proposed structure is not of a design pre-approved by NCDOT, the encroaching party shall submit details and calculations designed by a Professional Engineer registered in North Carolina for approval prior to construction.
36. All utility access points, including but not limited to manholes, splice boxes, junction boxes, and vaults shall be located outside of the right of way line. Manholes, splice boxes, junction boxes, and vaults shall not be placed in the ditch line, side slopes of the ditches, or in the pavement. All manholes, splice boxes, junction boxes, vaults, and covers shall be flush with the ground when located within the vehicle recovery area.

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification & Training program that will begin its implementation in 2010. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2010) and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2011). 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 questions, visit our web site at www.ncdot.org/~wztc, or contact Stuart Bourne, PE with NCDOT Traffic Management Unit at (919) 662-4338 or sbourne@ncdot.gov.

If further information or assistance is needed in reference to this project, please feel free to call Mr. Randy K. Wise, PE, District Engineer at (910) 488-1070.

Sincerely,

Greg W. Burns, PE
Division Engineer

GWB:tlb

cc: Mr. Robert J. Memory, State Utility Agent, w/attachments
Mr. Randy K. Wise, PE, District Engineer, w/attachments
Mr. Keith L. Anderson, Highway Maintenance Engineer, w/attachment

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

SPECIFICATIONS FOR EROSION CONTROL

The Contractor shall seed all disturbed areas as directed by the Engineer, in accordance with Section 1660 of the Standard Specifications. Seeding and mulching shall immediately follow shoulder construction operations and in no case shall shoulder construction operations exceed seeding and mulching operations by more than two weeks without written permission of the Engineer. Failure to meet this requirement shall be cause to cease all operations until it can be met.

Seeding and Mulching: (East)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined by the Engineer. All rates are in pounds per acre.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

March 1 - August 31		September 1 - February 28	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

March 1 - August 31		September 1 - February 28	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

Approved Tall Fescue Cultivars

2 nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Infemo	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different 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 and as directed.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

CRIMPING STRAW MULCH

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

Within seven (7) calendar days to fourteen (14) calendar days of completion of any phase of grading, all disturbed areas shall be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion. The Erosion and Sediment Control plan will identify the areas that require seven (7) and/or fourteen (14) calendar day ground stabilization. The Contractor is herein advised to follow all current regulations set forth by the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) as defined in the *General Stormwater Permit for Construction Activities NCG-010000*.

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

-AND-
Harnett County Dept of Public Utilities
P. O. Box 1119, Lillington, NC 27546

AUG 30 2012

DIVISION 6-DISTRICT 2

THIS AGREEMENT, made and entered into this the _____ day of _____ 20 12 by and between the Department of Transportation, party of the first part; and Harnett County Department of Public Utilities (HCDPU) 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) NC 55, SR1723(Turlington Rd), SR1724(Daniels Rd), located 2.7 miles south of the intersection of NC 27 & NC 55 with the construction and/or erection of: a 6" SDR-21 PVC force main 9,520 LF from the pump station located at the Dunn-Erwin Landfill to an existing sanitary sewer manhole located in the right-of-way along NC 55 near the Coats-Erwin School per the attached plans designed by C. T. Clayton, Jr., C. T. Clayton, Sr. P.E., Inc.

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 **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 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.

RW (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form RW (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.

ATTEST OR WITNESS:

Margaret Regina Wheeler

Gina Wheeler-Clerk to the Board (County of Harnett)

P O BOX 759 LILLINGTON, NC 27546



DEPARTMENT OF TRANSPORTATION

BY: *M.W. Ward*

DIVISION ENGINEER

Steve Ward - Director of HCDPU

P O BOX 1119 LILLINGTON, NC 27546

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