

ADDENDUM NO. 1

NC 11 NORTH NATURAL GAS MAIN EXTENSION (GREENVILLE, NC)

Date of Addendum: May 14, 2024

NOTICE TO ALL BIDDERS AND PLANHOLDERS

The Contract Documents for the above-referenced Project are modified as set forth in this Addendum. The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Contract Documents. Bidder shall take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

BID SUBMITTAL DEADLINE

The bid submittal deadline is Tuesday May, 28 2024

1.0 Clarification on the Meeting Minutes:

Item	Clarification
1.1	Meeting Minutes – “Pre-Bid Meeting Minutes.NC11.docx”

2.0 Specifications

Item	Section	Description of Change
2.1	1.01	C-410 Bid Form REV1.pdf
2.2	All	SMS & Safety Culture Commitments.pdf
2.3	All	NCDOT Encroachment Permit.pdf

3.0 Drawings

Item	Section	Description of Change
3.1	BOM	NC 11 North Natural Gas Main Extension REV1.pdf

END OF ADDENDUM

PRIVATE/PROPRIETARY

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ADDENDUM NO. 1

ITEM 1.1 – MEETING MINUTES

PRE-BID MEETING MINUTES

RFB for NC 11 North Natural Gas Main Extension - GCP10124 (Ref. RFB 24-14)

Date and Time: May 14th, 2024 at 2:00 PM (EST) – 3:00 PM (EST)

Venue: Virtually through Microsoft Teams

Participants from Greenville Utilities Commission (Owner):

- Dillon Wade, wadede@guc.com, (252) 551-1594
- Branson Rogers, rogersbh@guc.com, (252) 558-5247

Participants from Kimley-Horn and Associates (Engineering):

- Ryan Clark (Project Manager), Ryan.Clark@Kimley-Horn.com, (757) 548-7353
- Chris Margaritis (Project Engineer), Chris.Magaritis@Kimley-Horn.com (757) 213-8639

Participants from Potential Bidders and Company:

- Parker Stockstill Construction, Inc.
 - David Pearce, david.pearce@parkerstockstill.com
 - Brandon Taylor*, brandon.taylor@parkerstockstill.com
 - Kevin Laughren*, kevin.laughren@parkerstockstill.com
 - Chuy Ventura*, chuy.ventura@parkerstockstill.com
- Ross and Sons Utility Contractor, Inc.
 - Tim Ross Jr., trossjr@rossandsonsva.com
 - Jesse Ross, jdross@rossandsonsva.com
- Mears
 - Dustin Dayvolt*, dustin.dayvolt@mears.net
 - Anthony Wachendorf, anthony.wachendorf@mears.net
 - Billy Ratliff, billy.ratliff@mears.net
 - Roy Pitts, roy.pitts@mears.net
- Southeast Connections, LLC
 - Brandon Moore, brandon@seconnections.com
 - Mike Smith*, mike.smith@seconnections.com
 - Scott Warren*, scott@seconnections.com
- Classic City Mechanical, Inc.
 - Trent Gibson, tgibson32@aol.com
 - Arlis Barber*, classiccity@aol.com

* Invited, but not in attendance on the call

1. INTRODUCTION:

Ryan Clark, project manager from Kimley-Horn (KHA), and Dillon Wade, project manager from Greenville Utilities Commission (GUC), welcomed and thanked all meeting participants. Ryan then briefed all bidders that the purpose of this meeting is to help bidders to fully understand the key requirements in the RFB. Bidders can raise questions during this pre-bid meeting. Minutes of this meeting, including bidder's question and answers, will be posted on the Greenville Utilities Commission's website so all bidders can download. In case bidders have questions after the pre-bid meeting, bidders should send all questions to Ryan Clark via email (ryan.clark@kimley-horn.com) and the answers will be posted on the Greenville Utilities Commission's website. Additionally, see



attached slides from the pre-bid meeting after the Questions & Answers section. Below are some key notes on preparing and submitting bid:

1.1. *Preparing the proposal:*

- Proposal validity: 60 days from submission date
- If the following forms are not filled out and submitted with your bid, the bid will not be considered:
 - E-Verify form in Section D in the Specification document (Page 42 in PDF)
 - Diverse Business Certifications in Section C-1 in the Specification documents (Page 23 in PDF)

1.2. *Bid Submission:*

- Submission Deadline: May 28th, 2024 by 2:00 PM (EST)
- Submission Location:
 - In person: Engineering & Operations Center at 3355 US Hwy 43 North, Greenville, North Carolina 27834
 - By Mail: 701 Utility Way, Greenville, North Carolina 27834
- Bids must be enclosed in a sealed envelope, addressed to the Greenville Utilities Commission and the outside of the envelope must be marked BID FOR GCP10124 – NC 11 NORTH NATURAL GAS MAIN / RFB 24-14. Oral or faxed Bids are invalid and will be rejected.

2. QUESTIONS & ANSWERS:

#	QUESTIONS	ANSWERS
1	Does Directional Drill Item on Pricing Form include pipe being installed?	The Directional Drill Item on the pricing form should include cost of installing the pipe. See Technical Specification subsection 3.14.7 in Section S for measurement and payment of Directional Drilling.
2	Are contractors providing the TDW spherical tee and 12" casing pipe?	Greenville Utilities Commission is providing the material identified in the Bill of Materials.
3	Is drilling mud factored in the Directional Drill Item in Pricing Form?	Drilling mud falls under item 4001 of the Bid Form the contractor would be responsible for providing this material. See Technical Specification subsection 3.14.7 in Section S for measurement and payment of Directional Drilling.
4	Since traffic control item is for the entire duration of the project, would eligibility only be upon completion?	Correct. See Technical Specification subsection 3.9 in Section S for measure and payment of Maintenance of Traffic (MOT).
5	Are all proposed Jack and Bores under Railroads? And are flagging operations and inspectors required?	Yes. As included in RR permit package and in accordance with the specifications. Contractor will be responsible for scheduling flaggers. See subsection 3.14.10.1 for details. The CSX Railroad Permits are included in Exhibit T-4 in Section T.

6	Is there a schedule or timeframe for this project?	That info will be discussed more in depth upon award. However, the ultimate goal will be for the project to be complete as soon as possible as this project is specifically for a customer.
7	Is this project a sole award?	Only one contractor will be awarded.
8	Are geotechnical bores provided?	GUC has provided a Geotechnical Investigation Report which you can find in Section T Exhibit T-1
9	Do we bill bid item 4003 footage for the 2 Jack and Bores?	Item 4003 only covers footage for pipe installed via open cut. Plastic carrier pipe as well and steel casing pipe installation should be considered for Item 4002. See measurement and payment in the Technical Specifications subsection 3.14.10.1 in Section S for casing pipe installation.
10	Would we bill 4003 footage for the 2 Jack and Bores? Or would invoicing those be based solely on Item 4002?	See answer to question #9 above.
11	What is the length for each stick of casing pipe?	Double random length (~40').
12	Are we able to convenience bore portions of the project called out as open cut?	Will be considered to awarded contractor with discussion and approval by GUC. Contractor to submit bid quantities based on bid form provided (Reference Section D).
13	If we are able to convenience bore, will unit pricing for restoration and environmental controls units be paid per actual quantities installed?	Will be considered to awarded contractor with discussion and approval by GUC. See technical specifications subsection 3.18 of section S regarding restoration of pipeline limits of disturbance measurement and payment.
14	Is the HDD unit 4001 a stand-alone unit, or will it be paid in conjunction with the open cut unit 4003?	See answer to question #1 above.
15	Can the Auger Bores under the railroad be substituted for HDDs is the CSX specifications of 15' deep is attained?	No. See CSX railroad permit (Exhibit T-4 in specification section T).

- Meeting Minutes Provided by Chris Margaritis



Presentation for:

NC 11 North Natural Gas Main Extension

RFB 24-14
Bid Due Date: May 28, 2024

Presented by:
Kimley»Horn
Expect More. Experience Better.

Agenda

- Safety Moment
- Project Overview
- Preparing the Proposal
- Bid Forms
- Bid Submission
- Bid Addenda
- Pricing Form
- Questions

Safety Moment



Wear appropriate high visibility personal protective equipment



Never approach equipment or vehicles without a clear signal from the operator



Stay alert for the sound of reversing alarms



Know the blind spots of vehicles and equipment you work near



Avoid areas where vehicles and equipment travel



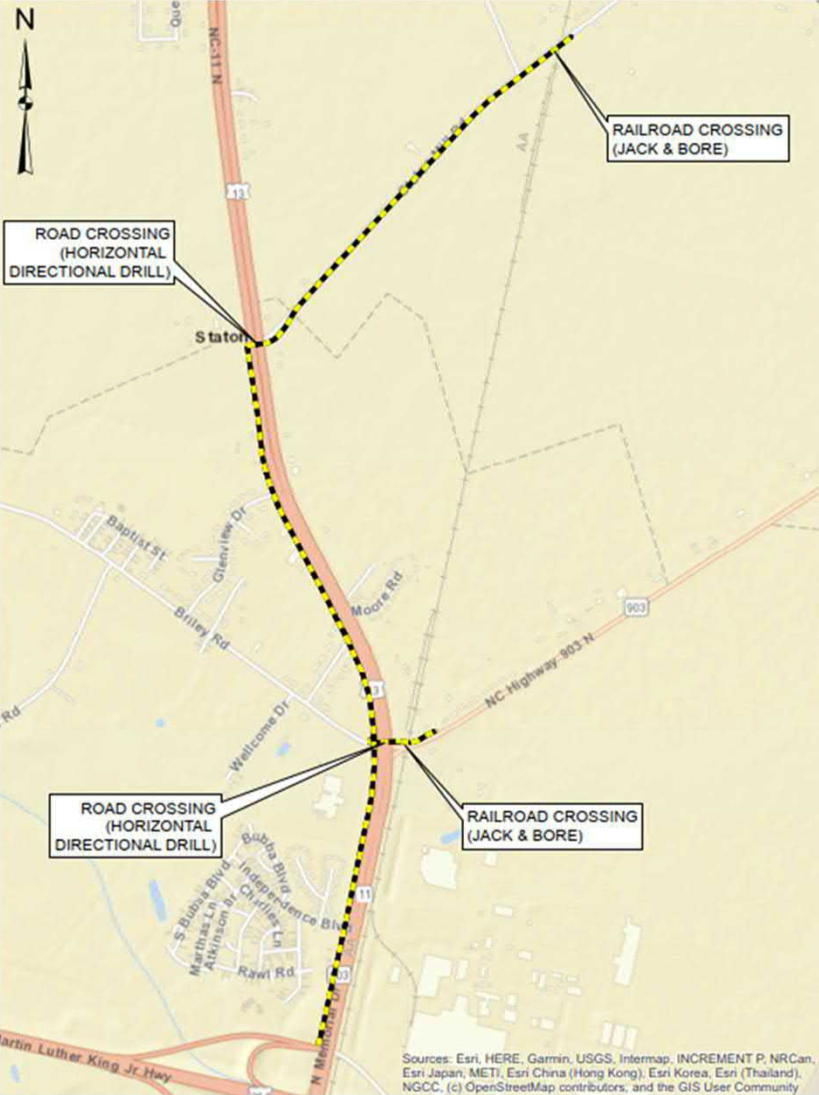
Avoid complacency – always be aware of your surroundings



PROJECT OVERVIEW

- Approximately 2.8 Miles of 8" MDPE SDR 11, 0.784" Wall
- MAOP 60 PSI
- Ten (10) Directional Drills
- 2 Crossing NCDOT HWY 11
- Two (2) Jack and Bores below Railroad
- Existing System Tie Overs
- Service Tie Overs
- 4" Main Abandonment

ROUTE OVERVIEW



PREPARING THE PROPOSAL

- **Proposal validity: 60 days from submission date**
- **If the following forms are not filled out and submitted with your bid, the bid will not be considered:**
 - Diverse Business Certifications in Section C-1 (Page 23 in PDF)
 - E-Verify form in Section D (Page 42 in PDF)

BID FORMS

- **Intent to bid should already have been submitted**
- **Read Section C for Instructions**
- **Special Instructions in Section C-1**
- **Construction DBE Goal 7% WBE Goal 4%**
- **Submit all Affidavits with Bid**

BID SUBMISSION

- Submission Deadline: **May 28, 2024 – by 2:00 PM (EST)**
 - **Must be received by 2pm**
- In Person Submission Location:
Engineering & Operations Center
3355 NC 43 North
Greenville, North Carolina 27834
- If mailing the bid, please send to:
701 Utility Way
Greenville, North Carolina 27834
- Bids must be enclosed in a sealed envelope, addressed to the Greenville Utilities Commission and the outside of the envelope must be marked **BID FOR GCP10124 – NC 11 North Natural Gas Main Extension / RFB 24-14**. Oral or faxed Bids are invalid and will be rejected.

BID ADDENDA

- Bid Address Submission Location Updated:
 - Section D Page 36 of PDF Updated Form:
 - BID Submitted to:
Dillon E. Wade, P.E.
Greenville Utilities Commission
701 Utility Way
Greenville, North Carolina 27834
- Added NCDOT Permit
- Added Safety Culture Commitment Statement
- Plan Corrections:
 - Corrected BOM on sheet 2 Plans for TDW Fitting
 - ANSI 600 changed to ANSI 150 Spherical 3-Way Tee
 - Casing Pipe 12" 0.375 Wall Grade B

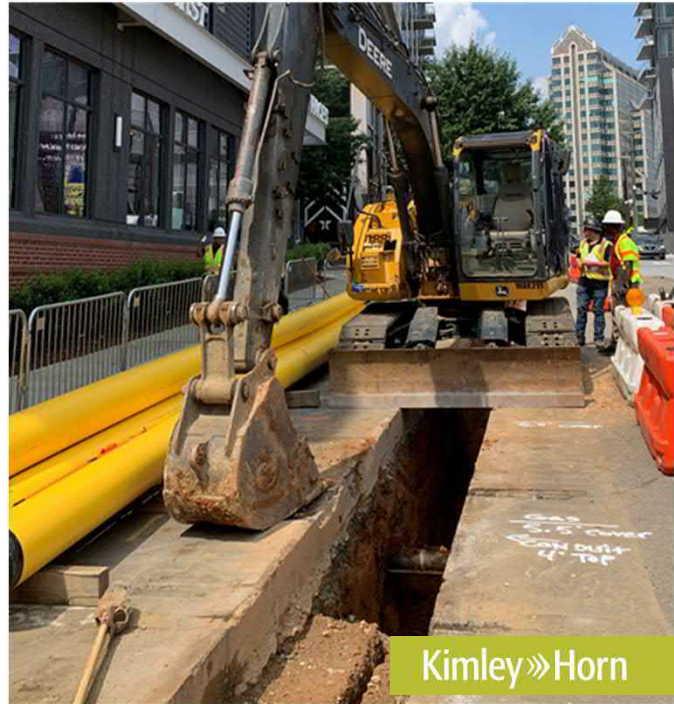
PRICING FORM

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
3001	Mobilization	LS	1	\$	\$
3002	Demobilization	LS	1	\$	\$
3003	Install, Maintain & Remove Silt Fence	LF	10,700	\$	\$
3004	Furnish, Install & Remove Stone Check Dam	EA	10	\$	\$
3005	Restoration of LOD to Preconstruction Conditions (seeded, mulched, tacked, restore trees, cleaned, graded, stabilized)	ACRE	11.91	\$	\$
3006	Traffic Control – Provide, Install, Maintain & Remove	LS	1	\$	\$
3007	Furnish, Install & Remove One (1) #57 Stone Construction Entrance	EA	6	\$	\$
3008	Sawcut & Remove Existing Asphalt Driveway	SF	44	\$	\$
3009	Furnish & Install New Asphalt Driveway	SF	44	\$	\$
4000	Complete Survey Staking for the initial and refreshing as needed for the duration of construction	LS	1	\$	\$
4001	Fully Completed and Successful Horizontal Directional Drill	LF	3105	\$	\$
4002	Fully Completed and Successful Jack and Bore with casing vents	EA	2	\$	\$
4003	Install 8" Grade PE 2708 MDPE, SDR 11, W.T. 0.784 IN, ASTM D2513 by Conventional Trenching	LF	10,816	\$	\$
4004	Install one (1) 8" TDW Hot tap with Bypass	EA	1	\$	\$
4005	Cut, Cap & Abandon-in-Place Existing Pipeline at Tie-In Locations per Plans	LS	1	\$	\$
4006	Install Main Line Valve Assemblies	EA	8	\$	\$
4007	Install Locate Station	EA	11	\$	\$
5001	Pressure and Leak Testing	LS	1	\$	\$
5002	Pigging, Purging, and Gassing Up	LS	1	\$	\$
5003	Tie over of Existing Services and Mains as shown on plans	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

QUESTIONS



THANK YOU

We Look Forward to Working with You!

ADDENDUM NO. 1

ITEM 2.1 – C410 BID FORM REV1

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In Person Submission:

Dillon E. Wade, P.E.

Greenville Utilities Commission

3355 NC Hwy 43 North

Greenville, North Carolina 27834

Mail In Submission:

Dillon E. Wade, P.E.

Greenville Utilities Commission

701 Utility Way

Greenville, North Carolina 27834

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- F. Required Bidder Qualification Statement with supporting data.

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
3001	Mobilization	LS	1	\$	\$
3002	Demobilization	LS	1	\$	\$
3003	Install, Maintain & Remove Silt Fence	LF	10,700	\$	\$
3004	Furnish, Install & Remove Stone Check Dam	EA	10	\$	\$
3005	Restoration of LOD to Preconstruction Conditions (seeded, mulched, tacked, restore trees, cleaned, graded, stabilized)	ACRE	11.91	\$	\$
3006	Traffic Control – Provide, Install, Maintain & Remove	LS	1	\$	\$
3007	Furnish, Install & Remove One (1) #57 Stone Construction Entrance	EA	6	\$	\$
3008	Sawcut & Remove Existing Asphalt Driveway	SF	44	\$	\$
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4001	Fully Completed and Successful Horizontal Directional Drill	LF	3105	\$	\$
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4003	Install 8" Grade PE 2708 MDPE, SDR 11, W.T. 0.784 IN, ASTM D2513 by Conventional Trenching	LF	10,816	\$	\$
4004	Install one (1) 8" TDW Hot tap with Bypass	EA	1	\$	\$
4005	Cut, Cap & Abandon-in-Place Existing Pipeline at Tie-In Locations per Plans	LS	1	\$	\$
4006	Install Main Line Valve Assemblies	EA	8	\$	\$
4007	Install Locate Station	EA	11	\$	\$
5001	Pressure and Leak Testing	LS	1	\$	\$
5002	Pigging, Purging, and Gassing Up	LS	1	\$	\$
5003	Tie over of Existing Services and Mains as shown on plans	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

ADDENDUM NO. 1

ITEM 2.2 – SMS & SAFETY CULTURE COMMITMENTS

Safety Culture Commitment Statement:

At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.

We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority.**

Here's what that means to us:

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.
- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values. We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.

We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.

This commitment statement is a public declaration of our unwavering dedication to safety. We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

Safety Management System Commitment Statement:

At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.

Our SMS commitment emphasizes:

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.
- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

This SMS commitment is a continuous journey, not a destination. We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

ADDENDUM NO. 1

ITEM 2.3 – NCDOT ENCROACHMENT PERMIT

DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENCROACHMENT AGREEMENT
-AND- PRIMARY AND SECONDARY HIGHWAYS

GREENVILLE UTILITIES COMMISSION
P.O. BOX 1847
GREENVILLE, N.C. 27834

E021-074-24-00173

THIS AGREEMENT, made and entered into this the 9th day of May 2024 by and between the Department of Transportation, party of the first part; and GREENVILLE UTILITIES COMMISSION 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) NC11, NC903, SR1514, SR1415, located in Pitt County along NC11 (North Memorial Dr), SR1514 (Staton Mill Rd), SR1415 (Briley Rd), and NC903. with the construction and/or erection of: approximately 13,000 LF of 8" MDPE gas main, 20 LF of 4" MDPE gas main, 205 LF of 2" MDPE gas main, 20 LF of 1-1/4" MDPE gas main, and 30 LF of 3/4" MDPE gas main

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 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

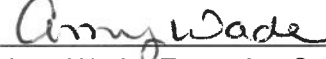
and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 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.

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.

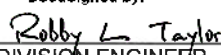
ATTEST OR WITNESS:


Amy Wade, Executive Secretary

GREENVILLE UTILITIES COMMISSION



DEPARTMENT OF TRANSPORTATION
District Engineer

BY: 
For: DIVISION ENGINEER
EE 187CE 3479F467...


Anthony C. Cannon, General Manager / CEO

GREENVILLE UTILITIES COMMISSION
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.

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 State Utilities Manager 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.

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 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 Division Utility Engineer, Mr. David Kramer at (252) 649-6500 or email to 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) 439-2829 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. 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.
8. 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.

9. 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

10. 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.
11. 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.
12. Encroaching party shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements.
13. 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.
14. No commercial advertising shall be allowed within NCDOT Right of Way.
15. The encroaching party shall obtain proper approval from all affected pole owners prior to attachment to any pole.
16. 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.

Work Zone Traffic

17. Traffic control shall be coordinated with the District Engineer at (252) 623-5300 and the Division Traffic Engineer at telephone (252) 439-2829, prior to construction.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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**. If the location of work calls for a rolling roadblock on Interstates and divided highway US routes, the restriction is to work only on Sunday from 1:00 A.M. to 10:00 A.M, **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.
23. 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.
24. 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.

25. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.
26. 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*.
27. 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.
28. 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.
29. Any pavement markings that are damaged or obliterated shall be restored by the encroaching party at no expense to NCDOT.
30. 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=AOuYa5IW3dg&feature=youtu.be>

Roadside Environmental

31. 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.
32. 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.
33. 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. When required, 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.
34. 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.

35. No trees within NCDOT right of way 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.
36. 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.
37. 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.
38. 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.
39. 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.

Bonds

40. A Performance and Indemnity Bond in the amount of \$~~x,xxx.xx~~ 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.
41. 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.
42. When a Continuing Indemnity bond is on file with the central Raleigh office, the cashing of that bond may be used to fund any necessary repairs by NCDOT forces for unaddressed defects in workmanship by the encroaching party and/or by their contractor.

Control of Access

43. No access to the job site, parking or material storage shall be allowed along or from the **Control of Access Roadway**.
44. 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.
45. 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.

Contract Managed Interstates & Toll Routes

46. This installation is within the NCDOT Division 02 Interstate Corridor right of way. The encroaching party shall notify the following at least ten (10) business days prior to beginning construction:
NCDOT Division 02 Interstate Maintenance: Division Maintenance Engineer or by phone at (252) 775-6100.

STIP (or Division Managed) Projects

47. State Transportation Improvement Project (STIP) ~~X-XXXX~~ 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

48. 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.
49. 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.
50. Any REVISIONS marked in RED on the attached non-PE sealed plans shall be incorporated into and made part of the approved encroachment agreement.
51. 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.
52. 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.

53. 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.
54. 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.
55. 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.
56. 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.
57. Any 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.
58. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
59. All Traffic signs moved during construction shall be reinstalled as soon as possible to the satisfaction of the Division Engineer or their representative.
60. 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.
61. All driveways disturbed during construction shall be returned to a state comparable with the condition of the driveways prior to construction.
62. 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.

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. Regulator stations, metering stations, cathodic test stations, and anode beds are not permitted within NCDOT right of way. Header wires are permitted.
65. 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.

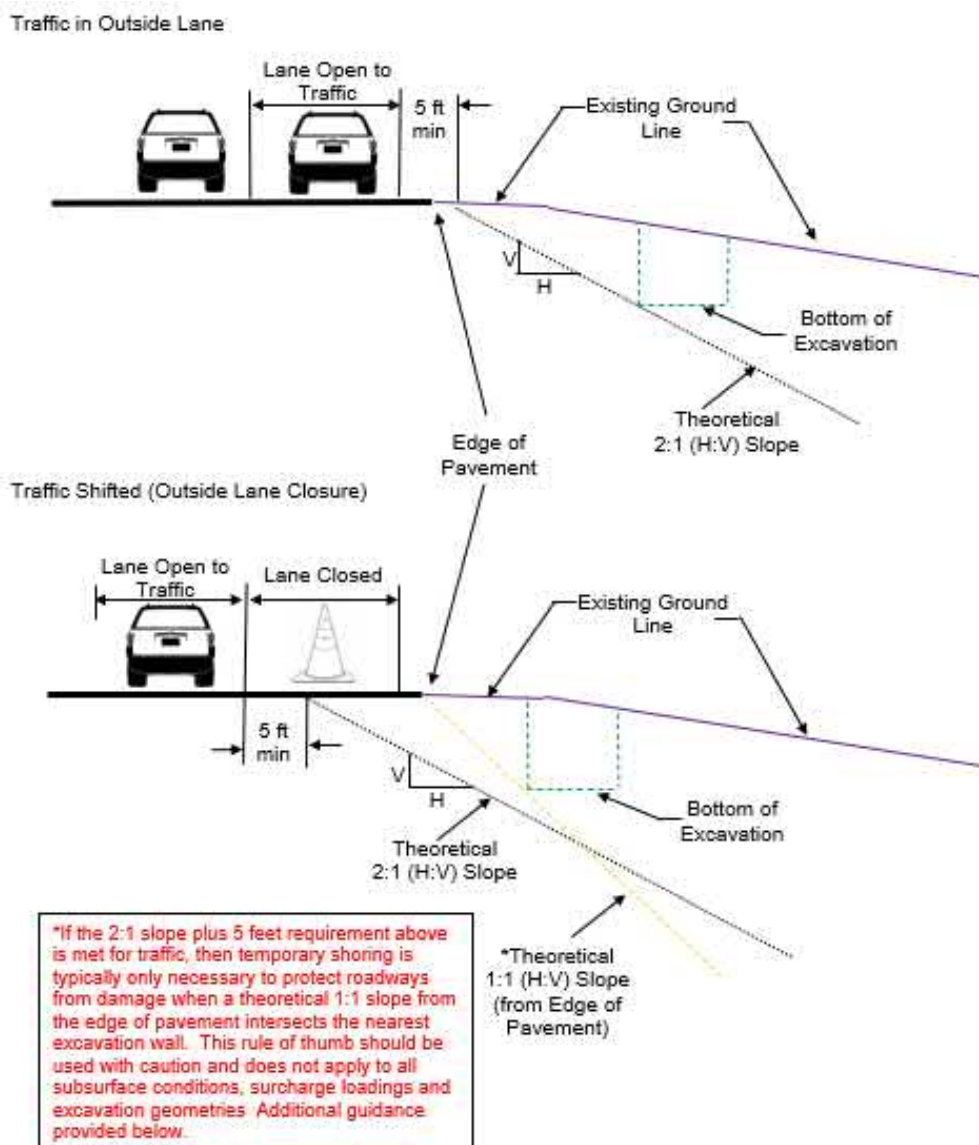
66. All wiring and related electrical work shall conform to the latest edition of the National Electrical Safety Code.
67. Prior approval for any blasting must be obtained from the Division Engineer or their representative.

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. 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.
70. 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.
71. 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.
72. 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.
73. 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.
74. 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.

Excavation

75. Excavation material shall not be placed on pavement.
76. 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.
77. 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.
78. 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.

Boring

79. 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.

80. 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

81. 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.
82. When applicable for aerial installations, in relation to the bridge, the utility line shall be located with minimum clearances as indicated in Figure 3-3 in the Utilities Accommodations Manual for NCDOT **Required Clearances for Aerial Installations by Encroachment Near Bridge Structures.**

Pavement Detail and Repair

1. 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 latest Quality Management System (QMS) Asphalt Manual for asphalt pavement - Maintenance Version (see <https://connect.ncdot.gov/resources/Materials/MaterialsResources/Forms/Default.aspx>) to find the most recent version. 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.
2. 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.

3. "Potholing" (or "daylighting") pavement cores to expose existing utilities shall be made with a circular minimum 6" to maximum 18" diameter "test" hole to a maximum depth of 12 inches. Pavement core locations shall not be placed in the wheel path whenever possible. Vacuum excavation shall be utilized to expose underground utilities below pavement subgrade. Displaced dirt and rock debris must be suctioned away from the excavation area through a large hose to a vacuum truck and disposed by the encroaching party. Avoid using mechanized equipment in the proximity of all exposed underground utility lines. Pavement cores shall be repaired within the same working day. The pavement core shall be retained and evaluated for reuse 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. If in good condition, 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 and the use

of NCDOT approved sealant applied to the cracks to fill the voids. All materials must be listed on the NCDOT Approved Products List (APL) found at: <https://apps.ncdot.gov/vendor/approvedproducts/>.

4. The minimum pavement design for pavement repair shall be according to the most recent version of NCDOT Standard Drawing 654.01 (<https://connect.ncdot.gov/resources/Specifications/Pages/default.aspx>). The version valid in 2024 through 2030 is located at <https://connect.ncdot.gov/resources/Specifications/2024StandardRdwyDrawings/Div%206%20Combi ned.pdf>. The pavement design 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.
5. 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.
6. 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

7. 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.
8. At the discretion of the District Engineer, a final inspection report may be provided to the encroaching party upon satisfactory completion of the work.
9. When a performance bond is required, a written acknowledgement of the completed work by the District Engineer's office begins the one-year warranty period associated with the performance bond.

10. 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.
11. The encroaching party shall provide the North Carolina Turnpike Authority (NCTA) with an electronic copy of coordinate correct as-built plans within two weeks of installation completion. Failure to provide the as-built plans may jeopardize future approvals within NCTA right of way.
12. 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.

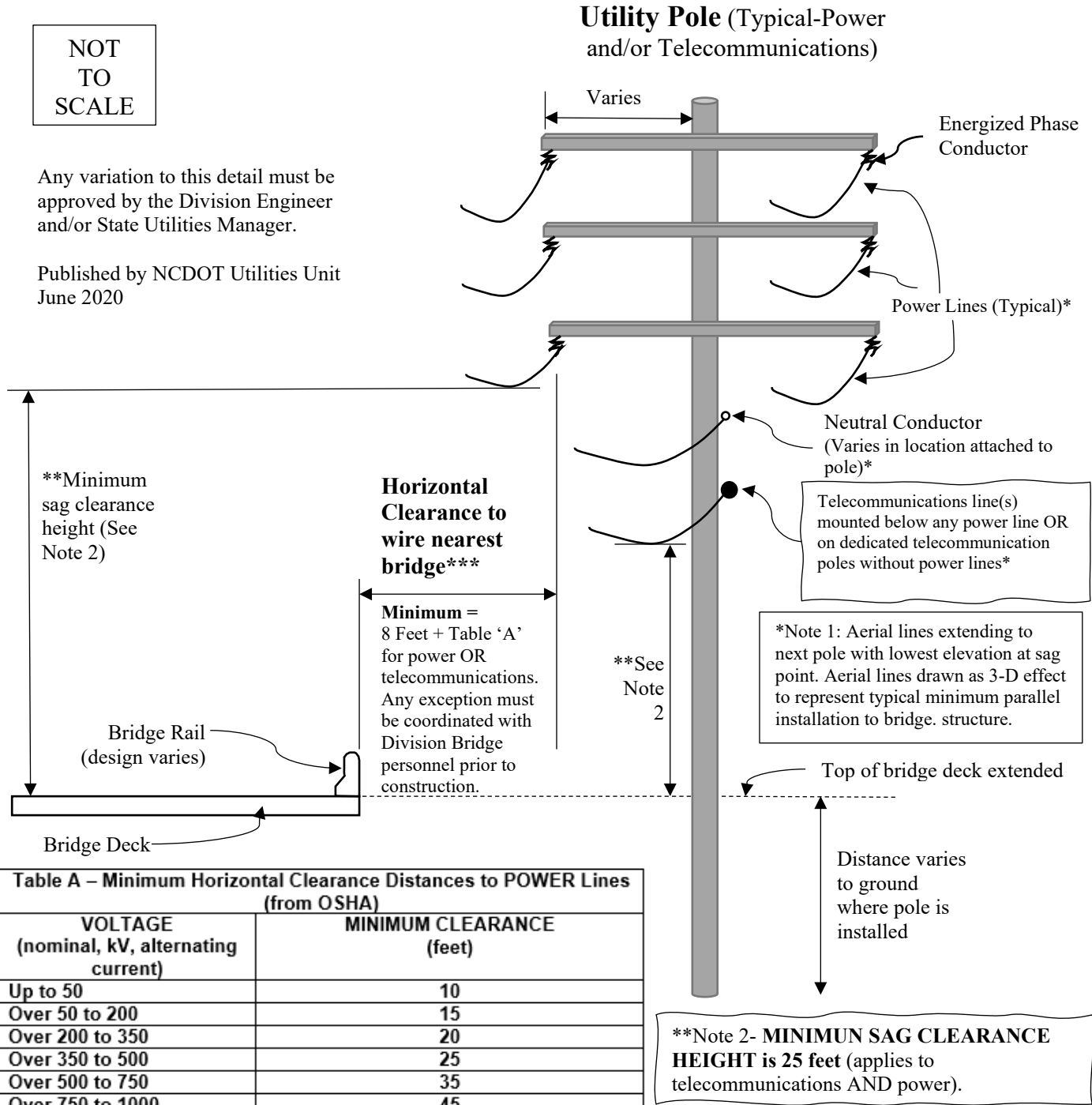
** Since recovery is less likely on the unshielded, traversable 1V:3H slopes, fixed objects should not be present in the vicinity of the toe of these slopes. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of slope. Determination of 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.

Published by NCDOT Utilities Unit
June 2020



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 ≥ 45 feet AND voltage is ≤ 350 kV, 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.

ADDENDUM NO. 1

ITEM 3.1 – NC 11 NORTH NATURAL GAS MAIN EXTENSION (BOM)

