

Section V: Special Conditions

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ARTICLE 1 - PROJECT DESCRIPTION

Scope of Work

- 1.1 The work to be performed shall consist of the construction of the **Buchanan Avenue Sewer Rehabilitation (MSD Project No. 2014023)** project for the Metropolitan Sewerage District of Buncombe County, North Carolina. The project shall generally consist of the furnishing of all services, supplies, materials and equipment, and performing of all labor for the construction and installation of approximately 2,204 L.F. of 8-inch DIP mainline sewer, including manholes and all appurtenances related thereto.

- 1.2 The work shall be performed under unit price contract, and shall consist of furnishing all materials, supplies, and equipment; performing all labor and services incidental to or necessary for the complete construction of the project in accordance with the Plans and Specifications; and maintenance of each completed portion of the work until final acceptance of the entire project by the DISTRICT, unless otherwise approved by the ENGINEER.

ARTICLE 2 - PHYSICAL CONDITIONS/CONTRACT PLANS

- 2.1 **Physical Conditions.** There have been no subsurface explorations or reports utilized in the preparation of these contract documents.

- 2.2 **Contract Plans.** The work shall be performed in accordance with these specifications and contract plans, which are incorporated herein as part of the contract and which are identified by the following numbers and titles:

<u>Sheet No.</u>	<u>Description</u>
PL-1	Overall Sanitary Sewer Plan & Asphalt Repair
PL-2	Sanitary Sewer Plan & Profile – Lines A&B
PL-3	Sanitary Sewer Plan & Profile – Line C
PL-4	Sanitary Sewer Plan & Profile – Line C
PL-5	Sanitary Sewer Plan & Profile – Line D
D-1	Sanitary Sewer Details

ARTICLE 3 - PROJECT COORDINATION

3.1 **Intent of Plans and Specifications**

The intent of the Plans and Specifications is to prescribe a complete work that the CONTRACTOR undertakes to do in full compliance with the Contract. The CONTRACTOR shall do all work as provided in the Plans, Special Conditions Detail Sheets, Specifications and other parts of the Contract and shall do such additional, extra, and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown

Section V: Special Conditions

on the Plans or described in the Specifications, but which may be fairly implied as included in any item of the Contract, shall be performed and/or furnished by the CONTRACTOR without additional charge therefore. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work.

3.2 Interpretation of Estimate

The quantities of the work and materials shown on the Proposal form or on the Plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid prices.

3.3 Time of Completion

The CONTRACTOR shall commence work to be performed on the project under this agreement on a date to be specified in a written Notice to Proceed from the DISTRICT and shall duly complete all work under this agreement within **One Hundred Fifty (150) consecutive calendar days** from said date. For each day in excess of the completion time limits specified above, the CONTRACTOR shall pay the DISTRICT the sum of Three Hundred Dollars (\$300.00) as liquidated damages reasonably estimated in advance to cover the losses incurred by the DISTRICT by reason of failure of said CONTRACTOR to complete the work within the time specified, such time being in the essence of this Contract and a material consideration thereof.

3.4 Pre-Construction Conference

Prior to starting any construction work on this project, a conference will be held in the Construction Office of the DISTRICT for the purpose of verifying general construction procedures, expediting the handling of shop drawings and schedules, and to establish a working understanding between the parties concerned on the project. Present at the conference shall be a responsible representative of the CONTRACTOR and the CONTRACTOR's job superintendent. The time of the conference shall be as agreed upon by the CONTRACTOR and DISTRICT.

3.5 Progress Meetings

The CONTRACTOR and any subcontractors, material suppliers or vendors whose presence is necessary or requested shall attend meetings, referred to as Progress Meetings, when requested by the DISTRICT for the purpose of discussing the execution of the work. Each meeting will be held at the time and place designated by the DISTRICT. A schedule for monthly meetings will be agreed upon at the

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pre-construction conference. The ENGINEER will call for and schedule additional meetings if necessary. All decisions, instructions and interpretations made at these meetings shall be binding and conclusive on the CONTRACTOR and such decisions, instructions and interpretations shall be confirmed in writing by the DISTRICT.

The proceedings of these meetings will be recorded and the CONTRACTOR will be furnished with a reasonable number of copies for his use and for his distribution to the subcontractors' material suppliers and vendors involved.

- 3.6 Utility owners within the vicinity of the Project may include, but are not limited to, those listed below. The CONTRACTOR shall contact N.C. OneCall Center for utility locations within public rights of way and easements before digging, as required by NC State Statutes.

Call NC OneCall Center, Inc. (locators for Buncombe County) at "811".

<u>Utility / Agency</u>		<u>Phone</u>
Asheville Dispatch City Road Closures		828-252-1122
Asheville		
Public Works Department		828-232-4567
Streets Division		828-259-5852
	Chad Bandy	828-782-0546
	Jerry Yates	828-778-8938
	Rick Gath	828-777-4053
Storm Water		828-259-5973
	Tony Chapman	828-777-5665
	Amy Deyton	828-782-0755
Water Department		828-259-5975
	Travis Mortier	828-778-0191
	Jeremy Godfrey	828-778-0953
	Michele Smith	828-777-3539
Asheville Transit Bus Lines		828-253-5691
AT&T Telephone Co.		877-737-2478
	Chip Lance	828-258-7058
	Jenny Stamey	828-251-8949
Black Mountain		828-669-8610
Public Works Director	Jamie Matthews	828-778-5525

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Water Department		828-419-9300 x 1
Buncombe County Board of Education		
Transportation Department		828-232-4240
Buncombe Co. Emergency Services		828-250-6650
Fire, Police - NON EMERGENCIES ONLY		
County Road Closures		
Buncombe County Planning Director		828-250-4830
Charter Spectrum	Don Pullen	828-367-8763
	Karen Allison	864-598-0816
Dominion Gas		877-776-2427
	Richard Walsh	828-273-8446
Duke Energy	Guard House	828-687-5206
	Power Outages	800-827-5118
	Seth McFee	828-271-6271
ERC Fiber	Lewis Lance	828-350-2415
		866-372-7110
M.S.D. of Buncombe County		
Construction Director		828-225-8262
Sewer Maintenance Division		828-255-0061
Norfolk Southern RR		
	James Peck	828-808-0366
NCDOT Highway Division	Nick Dorato	828-298-2741
Weaverville Town Hall		828-645-7116
Public Works		828-645-0606 x 400
Woodfin		
Street Department		828-253-4887
Water District		828-253-5551 x 8

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ARTICLE 4- USE OF EASEMENTS AND RIGHT OF WAY

4.1 Right of Way Special Provision Detail Sheets and Easements

Easement widths are shown on the Plans and Easement Plats. The Plats (not to scale) are included at the end of the Specifications. If requested, scaled copies of the same will be provided to the CONTRACTOR. Exceptions to the typical details are shown as applicable on the Plans.

The CONTRACTOR shall comply with all provisions of the SPDS and easement agreement that may be applicable to his construction process or the general construction of this project.

Unless otherwise specified, all items in these SPDS shall be considered incidental to the mainline sewer construction. Any compensation to the CONTRACTOR for these items shall be included in the per linear foot bid unit price for the mainline sewer pipe, unless otherwise specified herein or listed in the Bid Schedule.

The SPDS and easement maps are attached for the following properties:

Address	Owner Name	SPDS
83 Buchanan Ave	Jassim Al-Saadi & Julia Ray	Yes
93 Buchanan Ave	Paul & Janese Bailes	No

ARTICLE 5 - SPECIAL REQUIREMENTS

5.1 Street Cut Permits and Project Access

NCDOT Roads

Work within NCDOT maintained roadways shall be performed under the NCDOT encroachment permit, which is obtained by the ENGINEER.

NOTE: Work in Biltmore Avenue shall be performed between the hours of 7:00 PM and 6:30 AM only. Traffic shall always be maintained during construction. All lane closures shall be performed by a certified Traffic Control Contractor only.

City of Asheville Roads

Work performed within City of Asheville streets will require a street-cut permit. It shall be the CONTRACTOR's responsibility to obtain such permits prior to beginning work within said public right of way.

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Other Municipalities

Work performed in other municipally-owned public roadways may require a street-cut permit. It shall be the CONTRACTOR's responsibility to obtain such permits prior to beginning work within said public right of way.

All costs associated with NCDOT Encroachments, street-cut permits, and their conditions/requirements shall be included within the various bid items, and no extra or separate payment will be made by the DISTRICT to the CONTRACTOR.

This also includes parking-meter closure fees, where there is an additional charge for existing parking meters on a closed public street.

Where the project work area is not within a Public Street or roadway, the CONTRACTOR shall use existing drives and parking lots as may be reasonable and necessary; however, he shall keep such usage to the minimum required and in accordance to the terms and conditions of the DISTRICT's Right of Way Policy and the recorded Easement Agreement between the DISTRICT and the Property Owner(s).

The CONTRACTOR shall maintain reasonable access to all properties and drives during construction. Any trench excavations within drive or parking lot that is used for direct access to such property shall be backfilled and provided with an all-weather surface at the end of each day's work. Where the Property Owner SPDS specifies conditions different from the above, the SPDS shall take precedent.

5.2 Maintenance of Traffic

Access to homes and businesses shall be maintained at all times to the properties along and abutting streets disturbed by construction, unless otherwise approved by the ENGINEER. On streets disturbed by construction, a minimum of one lane (with flagmen) shall be maintained at all times and further provided that adequate signing and control is provided as required by the AASHTO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS and NCDOT Guidelines.

All lane closures and traffic measures shall be coordinated with and meet the minimum requirements of each municipality. Flagmen shall be provided on each end of the closed section or at intermediate points where the closed section is in excess of 250' or where the line of sight is impaired.

5.3 Sewer Service Line Connections

Sewer service connections to the existing lines shall be re-connected to the new lines in accordance to the NC Plumbing Codes. Payment for sewer service cleanouts shall be paid on a per unit installed basis at the bid unit price. Where more than 5 feet of 4" or 6" PVC or DIP service line is required to reconnect the

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existing service to the new sewer mains and/or manholes, the CONTRACTOR shall be compensated for the appropriate linear footage of 4" or 6" pipe installed at the bid unit price for the appropriate size pipe. The first 5 feet of sewer service lateral beyond the point of reconnection, shall be considered as incidental to the project work scope and shall not be included in above calculations of 4" or 6" PVC or DIP service line installed.

5.4 **Non-Discharge Permit**

Copy is attached.

5.5 **NCDOT Encroachment Agreement**

Copy is attached.

SPECIAL PROVISIONS DETAIL SHEET

January 20, 2023

Project: Buchanan Avenue Sanitary Sewer Rehabilitation
MSD of Buncombe County Project #2014023

Agent: Wesley G. Banner

Parcel Number: 9648-46-5868

Owner: Jassim A. Al-Saadi & Julia Lisa Ray

Phone: (828) 707-1336

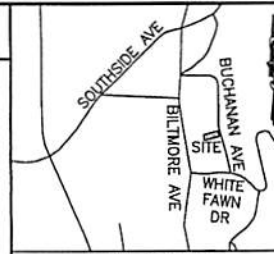
Address: 83 Buchanan Ave., Asheville, NC 28801

Engineer Approval: 

1. The MSD Inspector shall contact the property owner at the phone number listed above at least 24 hours in advance of any work occurring on this property (excepting emergencies).
2. The Contractor shall not remove any of the Leland Cypress trees located within the temporary construction easement. It is understood that trimming of limbs of these trees may be required to allow for equipment passage. The contractor shall perform any trimming in a good workman like manner in efforts to provide a uniform appearance.

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TCE	0.016	694

EXHIBIT A



CERTIFICATION

I, TRAVIS ABEL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 5273, PAGE 1341); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND ON BUNCOMBE COUNTY GIS; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(1)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

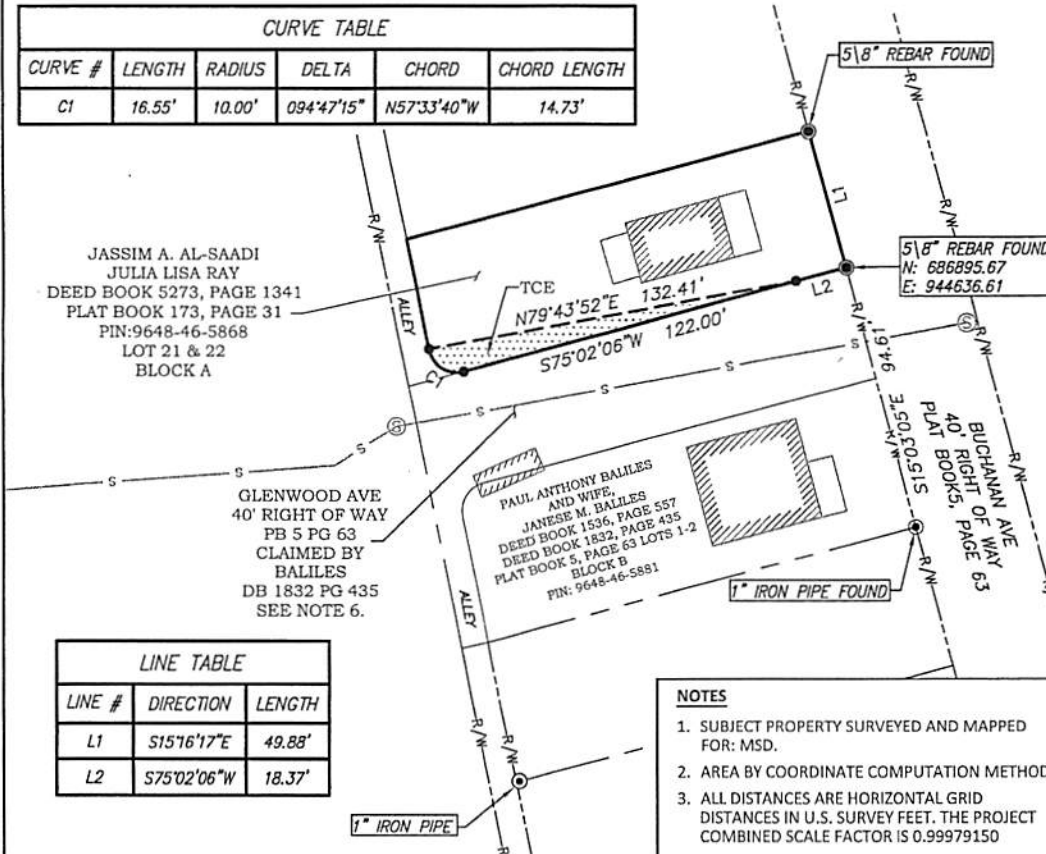
THIS 18TH DAY OF OCTOBER 2022

Travis Abel
TRAVIS ABEL, PLS L-5289



N.C. STATE PLANE COORDINATE SYSTEM - NAD 83/NSRS/2011

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	16.55'	10.00'	094°47'15"	N57°33'40"W	14.73'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S15°16'17"E	49.88'
L2	S75°02'06"W	18.37'

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: MSD.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. THE PROJECT COMBINED SCALE FACTOR IS 0.99979150
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- GLENWOOD AVE 40' R/W BEING CLAIMED BY BALILES PER DEED BOOK 1836 PAGE 435. NO DOCUMENTATION HAS BEEN FOUND OR PROVIDED SHOWING ALLEY CLOSURE.

LEGEND

- ⊙ IRON PIPE FOUND
- ⊙ REBAR FOUND
- ⊙ SEWER MANHOLE
- EASEMENT POINT
- R/W RIGHT OF WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- SUBJECT PARCEL
- SUBJECT EASEMENT
- R/W--- STREET RIGHT OF WAY
- ADJACENT PARCEL
- S— SANITARY SEWER
- ▨ BUILDING

encompass PLLC
230 HILLIARD AVE, SUITE 1
ASHEVILLE, NORTH CAROLINA 28801
LICENSE P-1049
828-575-2118
WWW.ENCOMPASSSERVICES.COM

EASEMENT ACROSS THE PROPERTY OF
JASSIM A. AL-SAAD & JULIA LISA RAY

BUCHANAN AVE MSD PROJECT #2014023

83 BUCHANAN AVE, ASHEVILLE
BUNCOMBE COUNTY, NORTH CAROLINA

REVISION
10/18/2022 - NOTE 6

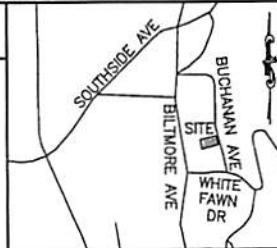
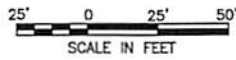
DRAWN BY: JLT
CHECK BY: TWA
PROJ.#: 63733

SCALE: 1"=50'
DEED: 5273-1341
DATE: 06/22/2022



AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TCE	0.012	535

EXHIBIT A



LOCATION MAP
NOT TO SCALE

CERTIFICATION

I, TRAVIS ABEL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1536, PAGE 557); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND ON BUNCOMBE COUNTY GIS; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

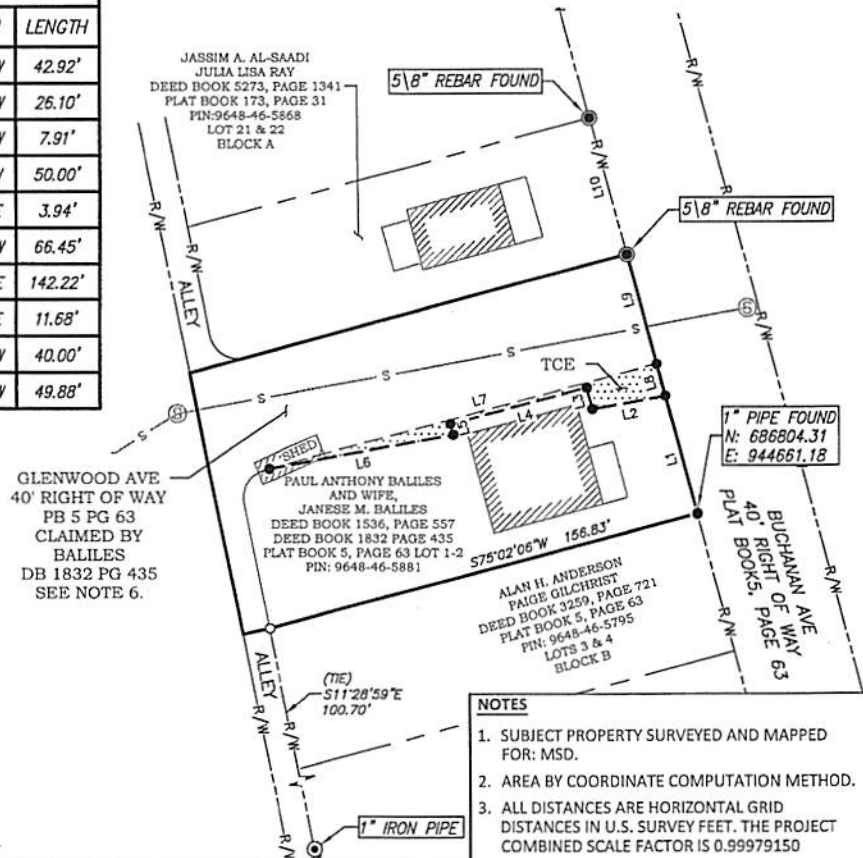
THIS 18TH DAY OF OCTOBER 2022

Travis Abel
TRAVIS ABEL, PLS L-5289



GRID NORTH
N.C. STATE PLANE COORDINATE
SYSTEM - NAD 83/NSRS/2011

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N15°03'05"W	42.92'
L2	S79°43'52"W	26.10'
L3	N14°48'28"W	7.91'
L4	S75°11'32"W	50.00'
L5	S14°48'28"E	3.94'
L6	S79°43'52"W	66.45'
L7	N75°02'06"E	142.22'
L8	S15°03'05"E	11.68'
L9	N15°03'05"W	40.00'
L10	N15°03'05"W	49.88'



LEGEND

● IRON PIPE FOUND	— SUBJECT PARCEL
● REBAR FOUND	- - - SUBJECT EASEMENT
⊙ SEWER MANHOLE	- R/W - STREET RIGHT OF WAY
● EASEMENT POINT	- - - ADJACENT PARCEL
○ CALCULATED POINT	- S - SANITARY SEWER
R/W RIGHT OF WAY	▨ BUILDING
TCE TEMPORARY CONSTRUCTION EASEMENT	

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: MSD.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. THE PROJECT COMBINED SCALE FACTOR IS 0.99979150
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - GLENWOOD 40' R/W BEING CLAIMED BY BALILES PER DEED BOOK 1836 PAGE 435. NO DOCUMENTATION HAS BEEN FOUND OR PROVIDED SHOWING ALLEY CLOSURE.

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LICENSE P-1049
828-575-2118
WWW.ENCOMPASSSERVICES.COM

EASEMENT ACROSS THE PROPERTY OF
PAUL & JANESE BALILES

BUCHANAN AVE MSD PROJECT #2014023

93 BUCHANAN AVE, ASHEVILLE
BUNCOMBE COUNTY, NORTH CAROLINA

DRAWN BY: JLT
CHECK BY: TWA
PROJ.#:63733

SCALE: 1"=50'
DEED: 1536-557
DATE: 06/22/2022



MSD Metropolitan Sewerage District of Buncombe County, North Carolina



PERMIT

FOR THE DISCHARGE OF SEWAGE, INDUSTRIAL WASTES, OR OTHER WASTES

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 21 OF CHAPTER 143, GENERAL STATUTES OF NORTH CAROLINA AS AMENDED, AND OTHER APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE SANITARY SEWERAGE SYSTEM OF THE METROPOLITAN SEWERAGE DISTRICT.

PERMISSION IS HEREBY GRANTED TO

**METROPOLITAN SEWERAGE DISTRICT
2028 RIVERSIDE DRIVE
ASHEVILLE, NC 28804**

FOR THE

INSTALLATION AND OPERATION OF THE **BUCHANAN AVENUE SANITARY SEWER REHABILITATION** LOCATED IN ASHEVILLE, NC. THIS PROJECT INCLUDES RELOCATING/REPLACING AN EXISTING PUBLIC SEWER LINE WITH APPROXIMATELY 2,204 LF OF NEW 8" GRAVITY SEWER. NO NEW WASTEWATER FLOW IS EXPECTED DUE TO THESE IMPROVEMENTS. THE DISCHARGE OF COLLECTED DOMESTIC WASTEWATER INTO THE METROPOLITAN SEWERAGE DISTRICT'S EXISTING SYSTEM, PURSUANT TO THE APPLICATION RECEIVED 8/23/2022. THIS PERMIT SHALL BE EFFECTIVE FROM THE DATE OF ISSUANCE UNTIL RESCINDED AND SHALL BE SUBJECT TO THE FOLLOWING SPECIFIED CONDITIONS AND LIMITATIONS.

1. THIS PERMIT SHALL BECOME VOIDABLE UNLESS THE FACILITIES ARE CONSTRUCTED IN ACCORDANCE WITH THE NON-DISCHARGE PERMIT APPLICATION, APPROVED PLANS, SPECIFICATIONS, AND OTHER SUPPORTING DATA.
2. CONSTRUCTION OF THE SEWERS SHALL BE SO SCHEDULED SO AS NOT TO INTERRUPT SERVICE BY THE EXISTING UTILITIES NOR RESULT IN AN OVERFLOW OR BYPASS OF WASTEWATER TO THE SURFACE WATERS OF THE STATE.
3. THIS PERMIT IS EFFECTIVE ONLY WITH RESPECT TO THE NATURE AND VOLUME OF WASTES DESCRIBED IN THE APPLICATION.
4. THE FACILITIES SHALL BE PROPERLY MAINTAINED AND OPERATED AT ALL TIMES.
5. THE SEWAGE AND WASTEWATER COLLECTED BY THIS SYSTEM SHALL BE ADEQUATELY TREATED IN THE METROPOLITAN SEWERAGE DISTRICT'S WASTEWATER TREATMENT PLANT PRIOR TO BEING DISCHARGED INTO THE RECEIVING STREAM.

PERMIT NO. - MSD P01309

SIGNATURE _____

W. HUNTER CARSON, P.E

ISSUED: October 7, 2022



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 10, 2022

MSD of Buncombe County
2028 Riverside Drive
Asheville, NC 28804

COUNTY: Buncombe- E132-011-22-00083

SUBJECT: RIGHT OF WAY ENCROACHMENT – SR 3214 (Biltmore Ave.) (3-Party)

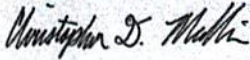
Attached is an executed Encroachment Agreement relative to the proposed installation of approximately 50 linear feet of 8-inch DIP sewer service line across Biltmore Avenue by open cut and all related appurtenances to connect to an existing sewer main per NCDOT and OSHA standards and specifications, as shown on the attached plans. The agreement is approved subject to the attached Special Provisions.

- Road shall be resurfaced twenty-five feet (50' overlay) each side of the patch for the full width typical section of the roadway. Trench shall be patched immediately after installation. A Temporary ABC/stone patch will not be acceptable.
- Pavement shall be replaced to NCDOT standards and specifications. Edges to be sawed with a concrete saw to a neat, squared edge swept clean of dust before tack coat is applied.
- All asphalt work shall be performed by a QMS Certified Asphalt Contractor.
- All work shall be guaranteed for a period of one year after completion of project.
- All OSHA regulations and guidelines shall be performed during construction.
- A Performance and Indemnity Bond, in the amount of Five-Thousand Dollars (\$5,000.00) shall be posted with the District Engineer's Office prior to beginning construction. Or submit an engineer's estimate (signed) with a bond in the amount of 110% of the estimate.
- Any work requiring a lane closure shall be performed between the hours of 7:00 pm and 6:30 am only. Traffic shall always be maintained during construction. All lane closures shall be performed by a certified Traffic Control contractor only.
- Manholes, valves, meters, and any other appurtenances shall be installed in areas that do not impede maintenance and shall be located a minimum of 3'-Feet from edge of pavement. Must be placed behind any ditches along the roadway and out of the wheel path under the asphalt pavement.

All work is to be done in strict compliance with the Agreement, which requires that the North Carolina Department of Transportation be advised before work is started and work is completed. Please call our District Office at (828) 250-3200 or email cdmedlin@ncdot.gov for this purpose.

Sincerely,

DocuSigned by:



6D92D71E27C94A3...

Christopher D. Medlin, P.E.
District Engineer

CDM: nkd
Attachments

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

PRIMARY AND SECONDARY HIGHWAYS

Metropolitan Sewerage District of Buncombe County

06/10/2022

THIS AGREEMENT, made and entered into this the 23rd day of May 2022 by and between the Department of Transportation, party of the first part; and Metropolitan Sewerage District of Buncombe County, NC

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) SR 3214 Bltmore Ave, located in Asheville, NC

with the construction and/or erection of: approximately 50 LF of 8" ductile iron pipe sanitary sewer and all manholes and other appurtenances

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; silt 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.

DEPARTMENT OF TRANSPORTATION

BY:

~~DIVISION ENGINEER~~

District Engineer

Signed by:
Walter S. Maki
POS/21712/0343

ATTEST OR WITNESS:

Sharon K. Analt

Sharon E. Galt
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.