

**Boring, Conduit-Handhole Installation and Pulling Fiber
Industrial Drive, Craven County NC**

Craven County is seeking informal quotes for the bored installation of underground conduits, the supply and installation of 9 (nine) handholes and the pulling of county supplied fiber in the Craven County Industrial Park, New Bern, North Carolina. Attachments include an aerial map of handhole locations with conduit routes and the NC DOT Right of Way Easement agreement.

Interested parties have until 10 a.m. on Tuesday, October 27, 2015 to submit a quote to:

Dennis B. Holton, IT Director
Craven County Government
406 Craven Street
New Bern, NC 28560

Phone: 252-636-6609
Fax: 252-636-6638
email: dholton@cravencountync.gov

Questions regarding the quote, project or to set an onsite visit should be directed to Mr. Dennis B. Holton.

The bore is estimated to be 4,811 feet and will tie an existing handhole on the corner of Clarks Road and Industrial Drive to 9 (nine) new handholes supplied and installed by the successful bidder. This length does not include fiber looped inside of the handholes. Handholes will be of Quazite construction material, sizes and Tier ratings are outlined below.

The successful bidder will provide materials and install thru boring, (3) 1.25 inch diameter conduits between all new installed handholes (1-9), and shall contain a pull string sufficient to allow pulling of a fiber optic cable, or other communication type materials, between the handholes. Additionally, one (1) 1.25 inch diameter conduit shall be installed thru boring between the Clarks Road handhole (red dot) and handhole #1.

The successful bidder is to pull a county supplied 24-strand fiber from the Clarks Road handhole (red dot) to handhole #4 at the Craven County Agriculture Extension Building, leaving 100 feet in each handhole. The bidder will also pull the county supplied 24-strand fiber thru county supplied building conduits to the demarcation room within the Craven County Agriculture Extension Building. The 24-strand fiber will end in the demarcation room.

The successful bidder is to pull a county supplied 144-strand fiber from handhole #1 to the handhole #9, leaving 100 feet in each handhole. At the Agriculture Extension Building, the bidder will pull the 144-strand fiber thru county supplied building conduits to the building demarcation room. The 144-strand fiber will pass in-to and out-of the demarcation room and proceed to handhole #9.

It is desired that the 24-strand and 144-strand fiber be pulled in one conduit from handhole #1 to handhole #4 if possible. The 144-strand fiber exiting the Agriculture Extension Building back to handhole #3 may use the second of the 3 (three) conduits between handholes #3 and #4.

The successful bidder shall be responsible for scheduling all locates, necessary permits, insurance and any other requirements to perform the required work.

Disturbed property shall be returned to its original state, or as close as possible. Holes, broken pavement, curbing or other infrastructure damages will be repaired by the successful bidder of the project.

Payment to the successful vendor will be made as follows:

40% upon receipt/delivery of job materials

40% upon complete installation of materials

20% upon inspection of handholes and overall installation

Quote should include price for all items, estimated start date, duration of work and contact info of the bidder. Quotes may be emailed, faxed or mailed.

Amount of Quote: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Bidder Name, address and other contact info:

Clarks Road handhold to Handhole #1:

Install 1 (one) 1.25" conduit from Clarks Road Handhole (red dot) to Handhole #1. Size of handhole #1 shall be 30x60x24, tier 8. This could become a major tie in junction, installation should be as far back on state right of way as possible.

Handhole #1 to Handhole #2:

Install 3 (three) 1.25" conduits from handhole #1 to handhole #2. Size of handhole #2 shall be 30x48x24, tier 8. Install handhole #2 as far back as possible on state right of way.

Handhole #2 to Handhole #3:

Install 3 (three) 1.25" conduits from handhole #2 to handhole #3. Size of handhole #3 shall be 30x60x24, tier 8. Handhole #3 will be installed on County property and will accommodate fiber in-to and out-of the major demarcation point, the Agriculture Extension Building.

Handhole #3 to Handhole #4:

Install 3 (three) 1.25" conduits from handhole #3 to handhole #4. Size of handhole #4 shall be 30x36x24, tier 5, and is targeted to be installed as close as possible to the Agriculture Extension Building. Handhole #4 will have exit conduits into the Agriculture Extension Building to the demarcation room. Conduits into the building will be provided by the county.

Handhole #3 to Handhole #5:

Install 3 (three) 1.25" conduits from handhole #3 to handhole #5. Size of handhole #5 shall be 30x36x24, tier 8. Install handhole #5 as far back as possible on state right of way.

Handhole #5 to Handhole #6:

Install 3 (three) 1.25" conduits from handhole #5 to handhole #6. Size of handhole #6 shall be 30x36x24, tier 8. Install handhole #6 as far back as possible on state right of way.

Handhole #6 to Handhole #7:

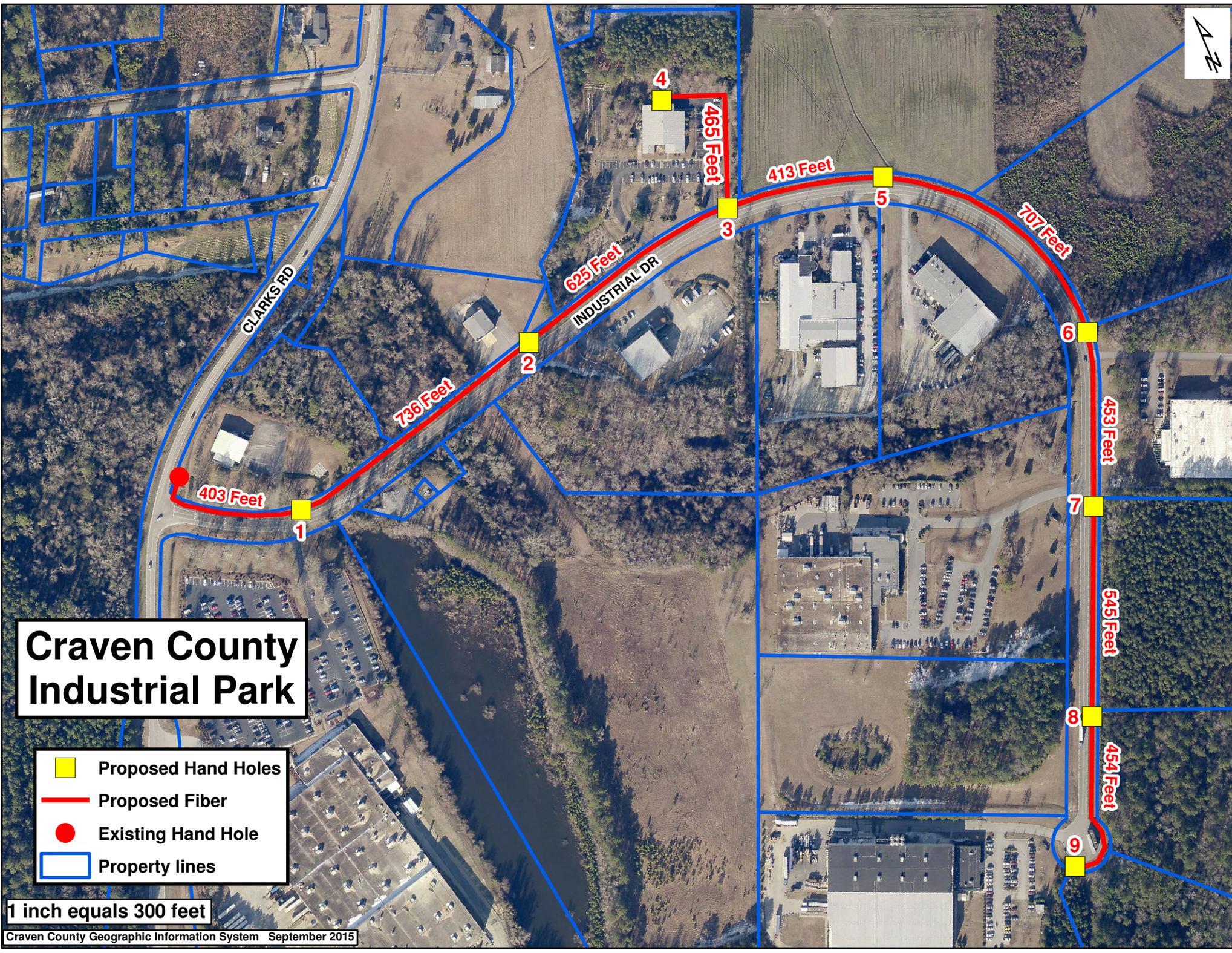
Install 3 (three) 1.25" conduits from handhole #6 to handhole #7. Size of handhole #7 shall be 30x36x24, tier 8. Install handhole #7 as far back as possible on state right of way.

Handhole #7 to Handhole #8:

Install 3 (three) 1.25" conduits from handhole #7 to handhole #8. Size of handhole #8 shall be 30x36x24, tier 8. Install handhole #8 as far back as possible on state right of way.

Handhole #8 to Handhole #9:

Install 3 (three) 1.25" conduits from handhole #8 to handhole #9. Size of handhole #9 shall be 30x36x24, tier 8. Install handhole #9 as far back as possible on state right of way.



Craven County Industrial Park

-  Proposed Hand Holes
-  Proposed Fiber
-  Existing Hand Hole
-  Property lines

1 inch equals 300 feet

8/4/15 MCL



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

August 4, 2015

NICHOLAS J. TENNYSON
ACTING SECRETARY

Craven County Government
406 Craven Street
New Bern NC 28560

SUBJECT: Encroachment Contract – Craven County (25-15-12)

Attached hereto, for your files, is a copy of the Right of Way Encroachment Contract, which has been properly executed. The contract covers the following:

Directional bore along SR 1369 (Industrial Drive).

General Requirements:

- 1) The encroaching party shall notify the District Engineer's office [(252)-514-4716] prior to beginning construction and upon completion of construction.
- 2) **All installations shall be placed within 5 ft. of the state maintained right of way.**
- 3) The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.
- 4) Trenching, bore pits and/or other excavations shall not be left open or unsafe overnight. The Contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
- 5) All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as modified by the NCDOT. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. The Contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade. All material placed in a maximum of 6" lifts.
- 6) All earth areas disturbed shall be graded, dressed, seeded, mulched, and tacked with liquid asphalt or other approved means within 10 days of completion of work in any area.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DIVISION TWO
P.O. BOX 1587
GREENVILLE, NC 27835

TELEPHONE: (252) 439-2800
FAX: (252) 830-3352
WEBSITE: WWW.NCDOT.GOV

LOCATION:
105 PACTOLUS HIGHWAY
GREENVILLE, NC

- 7) All workmanship and materials shall conform to North Carolina Department of Transportation Standards and Specifications manual.
- 8) 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, storm water, wetland, streams, endangered species and historical sites.
- 9) All existing structures, drainage or otherwise, located inside the Right of Way that are affected by this work shall be restored to meet the *NCDOT Standards and Specifications* as directed by the District Engineer.
- 10) Minimum two feet clearance required for utility installations beneath crossline pipes. Crossline pipe shall be removed to allow for proper installation of utility. If crossline pipe is damaged it shall be replaced with new pipe. The utility shall be encased if the clearance is less than four feet.
- 11) Minimum of two feet clearance below the stream bed or flowline of crossline is required where the utility is located around the end of the crossline. The utility shall be encased for a minimum distance of ten feet on each side of the centerline of the stream. The utility cannot be located closer than five feet from the end of crossline pipe.
- 12) Any pavement or drainage structure disturbed or damaged shall be restored to original or better condition as directed by the District Engineer
- 13) All concrete and asphalt driveways within NCDOT right of way shall be crossed by dry bore methods. Proper Traffic Control; Devices, Signs, etc., Shall be Installed to Insure Public Safety.
- 14) **The party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be preformed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for the Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manuel on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.**

- 15) **The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification Program that will begin its implementation in 2009. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2009), qualified and trained Work Zone Traffic Control Installers on every traffic control installation (January 2010), and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2010). It is intended for the program to include anyone working within the NCDOT right of way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.**
- 16) **Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have questions, visit our web site at www.ncdot.org/~wztc, or contact Roger Garrett with NCDOT work Zone Traffic Control Unit at (919) 661-4809 or rmgarrett@ncdot.gov.**
- 17) During non-working hours, equipment shall be parked as close to right of way lines as possible and be properly barricaded in order to not have any equipment obstruction within the Clear Recovery Area.
- 18) All roadway signs that are removed due to construction shall be reinstalled as soon as possible, but at least by the end of the same workday.
- 19) Excavation material shall not be placed on pavement. Drainage structures shall not be blocked with excavation materials.
- 20) All soils located inside the Right of Way shall be considered a type "C" soil. All trenching, shoring and excavation shall follow the OSHA guidelines for this type of soil.
- 21) All shoulder installation shall remain a minimum of 1 foot distance per 1 foot depth (1:1 slope) from the edge of pavement to the nearest inside wall of excavation.
- 22) **Crossing by bore only no open cuts will be permitted.**
- 23) All roadway crossings that exceed 6" shall be encased.
- 24) All roadway crossings by dry bore method shall be a minimum of 3 feet below the elevation of the existing roadway and 2 feet below the existing ditch, which ever is the deepest.

- 25) Pipe encasements shall extend from ditch line to ditch line in cut sections, and 5 (five) feet beyond toe of slope in fill sections, and 3 (three) feet behind curb sections.
- 26) Directional boring using jetting with a Bentonite (or equivalent material) slurry is approved at a minimum depth of 10 (ten) feet below the roadway surface (15 feet for controlled access roadways) and 5 (five) feet below any ditch line. Any changes shall be submitted to the District Engineer for approval prior to construction.
- 27) All utilities shall be placed in accordance with the manual on Policies and Procedures for Accommodating Utilities on the Highway Rights of Way.
- 28) All splice boxes, manholes, and other appurtenances within the NCDOT right of way shall be located at/outside the right of way line. Manholes and/or vaults shall not be placed in the ditch line, side slopes of the ditches, or in the pavement.
- 29) All manholes and/or vaults within NCDOT right of way shall be of pre-approved design. If any proposed structure is not of a design pre-approved by NCDOT, the encroaching party shall submit details and design calculations signed and sealed by a State of North Carolina registered Professional Engineer for approval prior to construction. NCDOT Design Services may be contacted for an approved design list.
- 30) Manhole rings and covers, valve covers, and storm drain grates and frames shall be of the traffic bearing types approved by NCDOT for use within the highway right of way.
- 31) Proposed traffic-bearing manholes shall be flush mounted and shall be of a NCDOT approved design for HS-20 loading.
- 32) Detection tape shall be buried in the trench approximately 1 foot above the fiber optic cable. 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.
- 33) Where utility is installed in the Right of Way and are not of ferrous material, a locating tape shall be installed with the pipeline.
- 34) Any drop off greater than 2" from the edge of pavement shall be made safe by using a 6:1 slope or flatter or a width of 6 feet
- 35) ***An executed copy of this encroachment agreement, contract, and plans shall be present at the construction site at all times during construction. If safety or traffic conditions warrant such action, NCDOT reserves the right to further limit, restrict, or suspend operations within the right of way.***

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

-AND-

Craven County Government

406 Craven ST

New Bern NC 28560

THIS AGREEMENT, made and entered into this the 4 day of August 20 15 by and between the Department of Transportation, party of the first part; and Craven County Government 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) Industrial Drive, located In Craven County Industrial Park, western Craven County

with the construction and/or erection of: Boring 3 (three) 1.25" fiber conduits along north side of Industrial Drive, 3' deep or to Depth indicated by NC DOT, approx. 4,400 ft. Eight (8) new handholes to be installed along the proposed route, 24x36x36 with 20,000lb lids. Fiber to be pulled in at various times, will tie to existing handhole and fiber on Clarks Road.

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

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

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

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

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

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

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

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

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

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

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

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

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

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

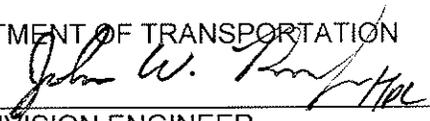
and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

DEPARTMENT OF TRANSPORTATION

BY: 

DIVISION ENGINEER

ATTEST OR WITNESS:

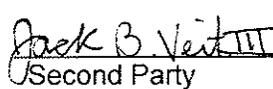
Craven County Government

Gwendolyn M. Bryan, Clerk to the Board



Craven County Government

Jack B. Veit III, County Manager


Second Party

INSTRUCTIONS

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

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

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

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

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