



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

December 13, 2024

**Addendum No. 1**

Contract No.: C205020  
WBS Nos.: 18313.1059016.PR – Bridge #B0580119  
DF18313.2059031.PR – Bridge #B0580285  
County: McDowell  
Project Description: Hurricane Helene Emergency Express Design-Build  
Division 13 – Group 2

RE: Addendum No. 1 to Final RFP

**January 9, 2025, Letting**

To Whom It May Concern:

Reference is made to the Final RFP dated December 06, 2024, recently furnished to you on the above project. We have since incorporated changes and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

The *Cover Sheet* has been revised. Please remove the *Cover Sheet* from your proposal pdf and replace it with the revised *Cover Sheet* thereto.

The *Table of Contents* has been revised. Please remove the *Table of Contents* from your proposal pdf and replace it with the revised *Table of Contents* thereto.

Page No. 53 in *General* has been revised. Please remove Page No. 53 from your proposal pdf and replace it with revised Page No. 53 thereto.

Page No. 55 & 57 in *Roadway Scope of Work* has been revised. Please remove Page No. 55 & 57 from your proposal pdf and replace it with revised Page No. 55 & 57 thereto.

Page No. 79 & 83 in *Right of Way Scope of Work* has been revised. Please remove Page No. 79 & 83 from your proposal pdf and replace it with revised Page No. 79 & 83 thereto.

Page No. 90, 91 & 94 in *Utility Coordination Scope of Work* has been revised. Please remove Page No. 90, 91 & 94 from your proposal pdf and replace it with revised Page No. 90, 91 & 94 thereto.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACT STANDARDS AND  
DEVELOPMENT UNIT  
1591 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1591

*Telephone:* (919) 707-6900  
*Fax:* (919) 250-4119  
*Customer Service:* 1-877-368-4968  
  
*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
CENTURY CENTER COMPLEX  
ENTRANCE B-2  
1020 BIRCH RIDGE DRIVE  
RALEIGH, NC 27610

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6901.

Sincerely,

Signed by:  
*Ronald E. Davenport, Jr.*

52C46046381F443...

Ronald E. Davenport, Jr., PE  
State Contract Officer  
RED/tdl

Cc: Tim Anderson, PE  
Wiley Jones, PE

Tim McFadden, CPM  
File

-- STATE OF NORTH CAROLINA--  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, N.C.

## **FINAL REQUEST FOR PROPOSALS**



### **Hurricane Helene Emergency Express Design-Build Division 13 Group 2 Bridge Replacements**

**December 6, 2024**

**Includes**

**Addendum No. 1 December 13, 2024**



*VOID FOR BIDDING*

DATE AND TIME OF PRICE PROPOSAL OPENING: **January 9, 2025 AT 2:00 PM**

CONTRACT ID: **C205020**

WBS ELEMENT NO.: 18313.1059016.PR and DF18313.2059031.PR

COUNTIES:

ROUTE NO. US 221, SR 1571

MILES: N/A

LOCATION: Replacement of Bridges in McDowell County

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK  
CONTAINED IN THE REQUEST FOR PROPOSALS

#### NOTICE:

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

\_\_\_\_\_  
5% BID BOND OR BID DEPOSIT REQUIRED  
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Design-Build Team selection  
Negotiation of the contract cost (including calculating manhours or fees); and  
Contract administration

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract and / or not being considered for selection of work on future contracts for a period of one year.

### **SUBMITTAL OF PRICE PROPOSALS**

Price Proposals shall be submitted electronically in accordance with Articles 102-8(B) in the Standard Specifications for Roads and Structures. **No Price Proposals will be received after 2:00 p.m. Local Time on January 9, 2025.**

A Bid Bond or Bid Deposit in the amount of 5% of the Total Amount Bid will be required. The Bidder shall submit an electronic Bid Bond with each electronic bid submittal unless he elects to furnish a Bid Deposit to the address shown below:

Mr. Ronald E. Davenport, Jr., PE  
Contract Standards and Development  
1020 Birch Ridge Drive  
Century Center Complex- Building B  
Raleigh, NC 27610

### **Opening of Price Proposals**

At the time and date specified, the State Contract Officer will open and read the Price Proposals and calculate the percentage difference between the Price Proposals submitted and the Engineer's Estimate.

### **Best and Final Offer**

In the event initial Price Proposals exceed an acceptable range of the Engineer's Estimate or if the Department feels it is necessary for any reason the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all of the previously short-listed teams. Alternately, the Department may choose to redistribute to the short-listed Design-Build Teams another RFP for the project with no amendments to the RFP.

The Design-Build Teams shall submit a revised Price Proposal at the time and date specified in the Best and Final RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may then be made to the Design-Build Team with the lowest apparent Price Proposal in response to the Best and Final RFP.

**ROADWAY SCOPE OF WORK**

**Project Details**

- The Design-Build Project consists of replacing a total of two (2) bridges located in McDowell County. All bridges shall be constructed in place and will have existing onsite detours.
- The Design-Build Team shall be responsible for designing and constructing the bridge approaches for to tie the new structure into the existing pavement in accordance with the *NCDOT Sub Regional Tier Design Guidelines for Bridge Projects*, which are included in the 2024 NCDOT Roadway Design Manual, current NCDOT design standards and NCDOT policies. The Design-Build Team shall make every effort to stay within the existing right of way to reduce or eliminate the need for additional right of way or easements.
- Bridge No. 580285 is considered subregional tier. Bridge No. 580119 is considered regional tier.
- The Design-Build Team shall use the Travel Lane Width, and the Paved Shoulder Width as shown in the table below (unless otherwise noted herein) for the full length of the construction limits. The Design Build Team shall use the Out to Out Bridge Width as specified in the *Structures Scope of Work*. The lanes shall be striped to match existing travel lane widths.

County	Bridge No.	Route	ADT	Travel Lane Width (ft)	Paved Shoulder (ft)
McDowell	580119	US 221	2900	12	2
McDowell	580285	SR 1571	100	10	0

- The Design-Build Team shall design the facility to meet or exceed the existing design speed. Reductions in design speeds in order to retain existing horizontal and vertical alignments will be allowed per the *NCDOT Sub Regional Tier Guidelines* dated February 2008; any further reductions will require a design exception. Other design exceptions will only be considered if the proposed criteria meet or exceed existing conditions
- At a minimum, the Design-Build Team shall construct full depth pavement in all areas of missing pavement, pavement removal, widening or re-alignment. In no case shall the existing pavement width be narrowed.
- At all bridge sites, the extent of pavement milling, resurfacing and / or overlay as necessary shall extend 1) a minimum of 50 feet from the end of the bridge or 2) 50 feet beyond the limits of missing pavement up to a maximum distance of 100 feet from the end of the bridge. Additional paving beyond 100 feet will be paid for as Extra Work in accordance with Article 104-8(a) of the *Standard Specifications*.

**General**

- Unless otherwise noted herein, the design shall be in accordance with the NCDOT *Sub Regional Tier Design Guidelines for Bridge Projects* dated February 2008, the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets, Roadway Design Policy and Procedure Manual, Roadway Design Guidelines for Design-Build Projects*, January 2024 NCDOT *Standard Specifications for Roads and Structures*, the 2011 AASHTO *Roadside Design Guide*, 4<sup>th</sup> Edition and 2019 Errata, and the 2006 *Chapter 6 Update* and January 2018 NCDOT *Roadway Standard Drawings*.
- Once all changes have been incorporated into the “Released for Construction” roadway plan set for each site, the Design-Build Team shall provide electronically sealed and signed PDFs of the plans in the proper format which conform to the NCDOT eSignature Policy to the Design-Build Unit.

**NCDOT Information Supplied**

- NCDOT *SubRegional Tier Design Guidelines for Bridge Projects Projects* are available in Section 5.2 of the 2024 NCDOT Roadway Design Manual at:

<https://connect.ncdot.gov/projects/Roadway/Pages/RDM.aspx>

- The NCDOT will provide electronic surveys to the Design-Build Team for each bridge site. Any additional supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, and wetland delineation shall be the responsibility of the Design-Build Team to acquire and process.
- Design-Build Team shall be responsible for confirming the location of the utilities and the type/size of facilities. All SUE work shall be the responsibility of the Design-Build Team.
- The NCDOT will provide final pavement designs for each bridge site.



**RIGHT OF WAY SCOPE OF WORK** (12-13-24)

**\*\* NOTE \*\* Prior to beginning the right of way acquisition process, the Design-Build Team shall meet with the appropriate NCDOT Location and Surveys, Right of Way and Design-Build Unit personnel.**

It is expected that the Design-Build Team, to the greatest extent practicable, perform construction activities within existing DOT right of way or maintenance limits as applicable. If additional right of way or easements are required, the Design-Build Team shall follow the procedures contained in this scope of work. The Design-Build Team shall be responsible for all right of way staking.

No additional contract time will be allowed for project designs that require the acquisition of additional ROW or easements.

Excluding acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures, the Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch**, herein after referred to as the Department, to provide all services necessary to perform all appraisal (except appraisal review and updated appraisals required solely for condemned parcels), negotiation and relocation services required for all right of way and easements, including but not limited to permanent utility easements, necessary for completion of the project in accordance with Session Law 2017-137 and G.S. 136-28.1 of the General Statutes of North Carolina, as amended, and in accordance with the requirements set forth in the *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way*, the *North Carolina Department of Transportation's Right of Way Manual*, the *North Carolina Department of Transportation's Rules and Regulations for the Use of Right of Way Consultants*, the *Code of Federal Regulations*, and *Chapter 133 of the General Statutes of North Carolina from Section 133-5 through 133-18*, hereby incorporated by reference, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For a list of firms currently approved, the Design-Build Team should contact **Mr. Bradley Bass**, in the NCDOT Right of Way Branch, at **919-707-4361**. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties. The Design-Build Team, acting as an agent on behalf of the State of North Carolina, shall provide right of way acquisition services for all bridge replacement sites.

Acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures will be considered extra work and paid for in accordance with Article 104-7 of the January 2024 NCDOT *Standard Specifications for Roads and Structures*.

**Addendum No. 1, December 13, 2024**

C205020

Right of Way Scope of Work

McDowell County

(18313.1059016.PR & DF18313.2059031.PR)

- The Design-Build Team shall prepare Right of Way Transmittal Summary and/or Narrative Appraisals for all right of way and easement acquisitions.
- In accordance with Chapter 133 of the *General Statutes of North Carolina*, Section 133-40, the Council of State must approve acquisition of property with contaminated soil. Thus, prior to acquiring right of way, control of access and/or easement from any parcel with contaminated soil, the Design-Build Team shall provide a written priority list of all properties with contaminated soil that require right of way, control of access and/or easement acquisition to the Division Right of Way Agent, the Area Negotiator, the Area Appraiser, and the State Property Agent. At a minimum the aforementioned priority list shall contain the following information:
  - Project Contract Number, description and county
  - Parcel number(s) requiring acquisition of contaminated soil
  - Acquisition Appraisal(s)
  - GeoEnvironmental Impact Evaluation and Hazardous Materials Report provided by the Department
  - Description, with metes and bounds, of the area(s) to be acquired

The Department will require 90 days from receipt of the information noted above to coordinate with the Council of State and obtain their approval for the acquisition of contaminated property.

**Claims Less Than \$35,000**

For claims with compensation estimated to be less than \$35,000 with no damages, the Design-Build Negotiating Team's Project Manager may prepare Right of Way Claim Reports. The reports must be approved by the Division Right of Way Agent prior to any offer (written or oral) and must be accompanied by documentation showing the source of the estimates.

**UTILITIES COORDINATION SCOPE OF WORK**

The Design-Build Team shall obtain the services of a Professional Services Firm (PSF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation / installation and highway construction. During procurement phase and the life of the project, the Design-Build Team will only be allowed direct contact with the utility owners when the aforementioned PSF is present. The PSF shall be responsible for coordinating all utility relocations, removals, and/or adjustments where the Design-Build Team and Utility Company, with concurrence from the Department, determine that such work is essential for highway safety and performance of the required highway construction. Coordination shall be for all utilities whether or not they are specifically identified in this scope of work and shall include any necessary utility agreements when applicable. NCDOT will be the approving authority for all utility agreements and approval of plans.

The Design-Build Team shall be responsible for verifying the utility locations, type of facilities, and identifying the utility owners in order to coordinate the relocation of any utilities, known and unknown, in conflict with the project.

After all utility conflicts have been identified by the Design-Build Team at a bridge site, if requested by the Design-Build Team, the Department will write a letter to the affected utility owners introducing the project to the owners and requesting their cooperation with the Design-Build Team to adjust utilities in a timely manner.

**Cost Responsibility:**

The Design-Build Team shall be responsible for relocating water and sewer facilities that have prior rights or other compensable interest; however the cost of relocating these facilities, as well as any necessary design and permitting for these utilities, will be paid for as Extra Work in accordance with Article 104-8(A) of the January 2024 NCDOT Standard Specifications for Roads and Structures. The NCDOT will be responsible for all other non-betterment utility relocation costs when the utility owner has prior rights of way / compensable interest. The utility owner shall be responsible for the relocation costs if they cannot furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for determining the cost responsibility for the utility relocations. The Design-Build Team shall be responsible for all costs associated with utility relocations due to haul roads and/or any other temporary conditions resulting from the Design-Build Team's methods of operation or sequence of work.

**Water and Sewer:**

After the Department accepts the Preliminary Roadway Plans developed by the Design-Build Team, a pre-design meeting shall take place between the utility owners and / or their representatives, the Design-Build Team, and appropriate NCDOT Utilities Unit and Alternative Delivery Unit representatives. The Department will only review and accept water and sewer design submittals after the aforementioned pre-design meeting has been held and the 100% Hydraulic Design provided by the Design-Build Team has been accepted by the Department.

The Design-Build Team shall develop water and sewer designs; prepare all water and sewer plans required for agreements and permits; submit permits directly to the agencies and obtain approval from the agencies. The Design-Build Team shall be responsible for all permit fees.

The Design-Build Team shall provide water and sewer designs for all water and sewer facilities impacted by the project, including but not limited to all haul roads and temporary conditions resulting from the Design-Build Team's methods of operation and / or sequence of work. All water and sewer designs, including all temporary relocations and / or protection of existing water and sewer facilities, shall be coordinated with the NCDOT Utilities Unit and the utility owners or their representatives.

The relocation and / or protection of all water and sewer facilities shall be done in accordance with the NCDOT policies and standards, current on the Price Proposal submittal date, as well as the latest water and sewer design requirements / specifications for each individual utility company that are current on the date the Utility Construction Request is signed by the individual utility company. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values. The materials and appurtenances proposed by the Design-Build Team shall require approval by both NCDOT and the appropriate utility owner prior to installation.

The Design-Build Team shall design and construct water / sewer facility extensions to all parcels with access to existing water and / or sewer facilities, including parcels subdivided by the project. The aforementioned water facility extensions shall be installed completely within the right of way. The aforementioned sewer facility extensions shall be installed completely within the right of way or a recorded easement.

Excluding water and / or sewer extensions due to encroachment into wells and / or septic systems, all costs associated with the design and construction for relocation, extension, and / or protection of water and / or sewer facilities shall be the responsibility of the Design-Build Team and shall be included in the lump sum bid for the entire project. Protection of water and sewer facilities shall include, but not be limited to encasement, lining and bridging. (Reference the General Section below for requirements associated with encroachment into wells and / or septic systems).

The Design-Build Team shall concurrently submit all water and sewer design submittals to the NCDOT State Utilities Manager, via the Alternative Delivery Unit, and the appropriate utility owner for review and acceptance. All water and sewer design submittals shall include a title sheet, plan sheets, profile sheets and special provisions, if required. All water and sewer design submittals shall include all the aforementioned information in a full-size .pdf. Excluding the Release for Construction Water and / or Sewer Plans, the Design-Build Team shall allow the utility owners 30 days to review each water and / or sewer design submittal. At a minimum, the water and / or sewer design submittals shall consist of the following:

- (A) Preliminary Water and / or Sewer Plans shall be submitted after the Department accepts the 100% Hydraulic Plans.
- (B) Final Water and / or Sewer Plans shall be submitted after the Department accepts the Right of Way / 60% Roadway Plans.
- (C) Release for Construction Water and / or Sewer Plans shall be submitted after the Department accepts the Final Water and / or Sewer Plans.

(18313.1059016.PR & DF18313.2059031.PR)

If total property acquisition is unavoidable due to encroachment into wells and/or septic systems, then the Design-Build Team shall investigate and determine if extending water and/or sewer lines to the affected property is cost effective. If the Department concurs with the determination that a utility extension is cost effective, the costs associated with the utility construction shall be addressed in accordance with Article 104-7 of the January 2024 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall accommodate utility adjustments, reconstruction, new installation and routine maintenance work that may be underway or take place during the progress of the contract.

The Design-Build Team shall make arrangements to relocate water, sewer or gas facilities in which the entities are covered under General Statute 136-27.1 or 136-27.2 and/or occupy a compensable interest. If relocation of these facilities is required, a Use and Occupancy Agreement shall be executed through the Utilities Coordination Agent.

The Design-Build Team shall be required to use the guidelines as set forth in the following:

- (A) *NCDOT - Utilities Accommodations Manual*. Reference the website noted below for the current version of the NCDOT utility manuals, and additional information on the UAM that shall be adhered to:

**<https://connect.ncdot.gov/municipalities/Utilities/Pages/Default.aspx>**

- (B) *Federal Aid Policy Guide* - Subchapter G, Part 645, Subparts A & B
- (C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*
- (D) *NCDOT Construction Manual* Section 105-8
- (E) *NCDOT Right of Way Manual* - Chapter 16 Utility Relocations
- (F) *NCDEQ Public Water Supply* - Rules governing public water supply
- (G) *NCDEQ Division of Water Resources* - Title 15A - Environment and Natural Resources

**Agreements:**

If a utility company can provide evidence of prior rights of way or a compensable interest in their facilities, the Design-Build Team shall coordinate the non-betterment utility relocation cost with the utility company and develop the Utility Relocation Agreement (URA's).

The State Utilities Manager must execute approved agreements on Design-Build highway projects. The URA's and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference Sections 1-4 of the *NCDOT - Utilities Accommodations Manual - March 2021 for Accommodating*