STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 4

PROPOSAL

DATE AND TIME OF BID OPENING: November 24, 2026 AT 2:00 PM

CONTRACT ID: DD00540

WBS ELEMENT NO.: 50636.3.1

FEDERAL AID NO.: 5063601

COUNTY: NASH COUNTY

TIP NO.: HB-0038

MILES: 0.320

ROUTE NO.: SR 1745

LOCATION: BEND OF THE RIVER ROAD OVER TAR RIVER RESERVOIR

TYPE OF WORK: GRADING, DRAINAGE, PAVING AND STRUCTURE

NOTICE:

ALL BIDDERS 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 BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS $40,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS 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. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY AND STRUCTURE PROJECT. **BID BOND IS REQUIRED.**

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. DD00540 IN NASH COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
WILSON, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DD00540**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. **DD00540** in **Nash County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

For preparing and submitting the bid electronically, refer to Subarticle 102-8(B) of the *Standard Specifications.*

Bidders that bid electronically on Raleigh Central-Let projects will need a separate request to bid from the approved electronic bidding website for Division Contracts.

ELECTRONIC ON-LINE BID:

1. Plans and the proposal can be found on the Connect NCDOT website.
2. In accordance with Subarticle 102-8(B)(1) of the *Standard Specifications*, obtain an account and valid Digital Signature to bid with Bid Express (bidx.com)
3. In accordance with Subarticle 102-8(B)(3) of the *Standard Specifications*, if bid bond is required and bid deposit is not chosen register bond with Surety2000 or Tinubu and submit with the online bid.
4. In accordance with Article 102-3 of the *Standard Specifications*, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
5. Prepare and submit a bid electronically using the approved electronic bidding provider website.
6. Electronic bidding website necessary for electronic bidding can be found on the Bid Express website following the directions at: https://connect.ncdot.gov/letting/Pages/Electronic-Bidding.aspx.
7. Questions should be emailed 7 calendar days prior to the bid opening to **Vickie P. Gardner** at **vpgardner@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

PROJECT SPECIAL PROVISIONS

GENERAL

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):
(7-18-06) (Rev. 3-25-13) SPD 1-310

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on **NOVEMBER 10, 2026 at 11:00 AM.**

DIVISION OF HIGHWAYS-DIVISION 4
509 WARD BOULEVARD, WILSON, NC 27893
MAIN CONFERENCE ROOM, BUILDING 2A
252-640-6400

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements as outlined in the proposal will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

(A) The individual has signed his name on the official roster prior to the above noted time for the beginning of the conference.

(B) The individual has written in the name and address of the company he or she represents.

(C) Only one company has been shown as being represented by the individual attending.

(D) The individual attending is an officer or permanent employee of the company they are representing.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision. This pre-bid conference will be held in conjunction with other TAP projects that will be let on the same date.

BOND REQUIREMENTS:
(6-1-16)(Rev.1-16-24) 102-8, 102-10 SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads and Structures.*

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

HAUL ROADS:

(7-16-24) 105 SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

DOMESTIC MATERIAL:

(11-15-22)(Rev. 11-17-26) 106 SP1 G05 D

Revise the *Standard Specifications* as follows:

Page 1-47 and 1-48, Article 106-1 GENERAL REQUIREMENTS, lines 30-47 and 1-49, delete and replace Article 106-1 with the following:

106-1 MATERIALS AND MANUFACTURING

(A) General Requirements

The Contractor shall furnish materials that conform to all contract requirements, are suitable for their intended use, and are free from defects. All materials used in the work shall meet the requirements of the contract and shall be subject to inspection, test, or rejection by the Engineer. All materials permanently incorporated into the completed work shall be new, unless otherwise specified in the contract or as approved by the Engineer.

The Contractor is responsible for selecting, procuring, and delivering materials of the types and quantities necessary to perform the work and meet contract requirements. Delays in material delivery or quality control do not relieve the Contractor of obligations for schedule or quality.

All materials incorporated into the work shall be approved before use. Approval is based on testing, certification, or both, as required by the contract. Department review or acceptance does not relieve the Contractor of responsibility for material compliance. The Department may inspect, sample, and test materials at any time before, during, or after installation.

Materials shall be handled, stored, and protected to prevent damage, contamination, or deterioration. Materials determined to be defective, damaged, contaminated, or otherwise not in compliance shall be rejected and promptly removed from the project.

To facilitate inspection and testing, the Contractor shall furnish a complete statement of origin for all materials, including certifications or samples when requested. This information shall be submitted to the Materials and Tests Unit when required by the contract or as

directed by the Engineer, in advance of fabrication, shipment, or use to allow for appropriate inspection.

The Contractor shall furnish Safety Data Sheets (SDS) for all paints and hazardous chemicals proposed for use on the project, in accordance with the North Carolina Hazard Communication Standard, 29 CFR 1910.1200 and NCGS § 95-174.

The Contractor shall provide access, equipment, means and assistance for the verification and calibration of any devices used in testing, measurement, or documentation of materials.

If the Contractor proposes to use materials from local deposits not identified in the contract, the Contractor shall be responsible for preliminary sampling, source approval, and production of acceptable material. Preliminary samples shall be furnished at no cost to the Department. If requested in writing, the Department may perform sampling, with costs to be charged to the Contractor as determined by the Engineer.

Sampling or testing by the Department does not constitute pre-approval or acceptance of material. The Contractor remains responsible for ensuring quality and uniformity of all materials produced or delivered, including those from local deposits. The Contractor shall indemnify and hold harmless the Department from any claims, costs, or damages related to the development or use of such sources, including, but not limited to, failure to meet quantity or quality requirements.

Materials covered by Subarticles 106-1(B) and 106-1(C) shall comply with applicable domestic content requirements, including those for iron and steel, construction materials, and manufactured products.

(B) Domestic Material Requirements

Domestic material requirements apply to iron and steel products permanently incorporated into any project in accordance with 23 U.S.C. § 313, 23 CFR 635.410, and NCGS § 136-28.7. Construction materials and manufactured products permanently incorporated into the work are subject to domestic-content requirements only on Federal-aid projects, in accordance with 23 U.S.C. § 313, Build America Buy America Act (IIJA § 70914), 2 CFR 184, and as implemented for the Federal-aid highway program through 23 CFR Part 635.410.

All iron or steel products, construction materials, and manufactured products subject to domestic content requirements shall be of domestic origin and meet the applicable requirements of the contract based on the project’s funding source.

Before any materials are delivered to the project, the Contractor shall submit a notarized letter acknowledging their understanding of the domestic material requirements for the specific contract. This acknowledgment is a contract-level affirmation that the Contractor is responsible for ensuring that no iron or steel product, construction material, or manufactured product subject to domestic content requirements is permanently incorporated into the work without the required certification. This acknowledgment does not substitute for product-level certifications from the manufacturer or supplier. The Department reserves the right to deny or recover payment for any material incorporated into the work without valid documentation.

For iron and steel, all manufacturing processes must occur in the United States.

For construction materials, all manufacturing processes must occur in the United States.

For manufactured products, final assembly must occur in the United States.

Before any iron or steel product, construction material, or manufactured product subject to domestic content requirements is eligible for payment, the Contractor shall submit a certification from the manufacturer or supplier confirming compliance with the applicable regulations. A separate certification is required for each shipment or delivery and must clearly identify the items covered, linked to the associated bill of lading, invoice, or packing list.

The Contractor shall ensure that all required certifications from the manufacturer or supplier are obtained and submitted to the Engineer prior to payment for any iron or steel product, construction material, or manufactured product subject to domestic content requirements. The Engineer will retain documentation in accordance with Department procedures. Compliance with domestic material requirements is the responsibility of the Contractor, based on certifications and documentation provided by the manufacturer or supplier.

(C) Material Category Requirements

(1) Iron and Steel Products

Items are considered iron or steel products if they consist wholly or predominantly of iron or steel. Predominantly means the cost of iron or steel components exceeds 50% of the total cost of all product components.

All steel and iron products that are permanently incorporated into the work shall be produced in the United States. This includes any such item that is melted, cast, rolled, formed, shaped, drawn, extruded, forged, fabricated, finished or otherwise processed in the manufacture of the product. Coatings applied to iron and steel products shall also be applied in the United States.

A minimal amount of foreign iron or steel products may be permitted provided the total value of such foreign material, as delivered to the project, does not exceed 0.1% of the total contract cost or $2,500, whichever is greater. Documentation establishing the value of the foreign material shall be submitted when requested. This allowance is intended only for incidental quantities that may arise despite good-faith compliance efforts and may not be used to intentionally procure foreign iron or steel.

Domestically produced high-strength fasteners are required, and foreign-produced high-strength fasteners are not permitted under any circumstance.

Raw materials such as pig iron, processed pelletized iron ore, and reduced iron ore may be sourced internationally; however, all manufacturing processes to produce the final product, including coatings, must occur within the United States.

(2) Construction Materials

Construction materials shall consist of a single, listed material type permanently incorporated into the work as defined in 2 CFR 184.3. The following are classified as construction materials:

(a) Non-ferrous metals (such as aluminum, copper, and zinc);
(b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
(c) Glass (including optical glass);
(d) Fiber optic cable (including drop cable);
(e) Optical fiber;
(f) Lumber;
(g) Engineered wood;
(h) Drywall

For construction materials, all manufacturing processes must occur in the United States. If a construction material is combined with other materials, components, or features to form a product with new properties or functions, it shall be classified as a manufactured product.

Minor additions such as binding agents, dyes, or adhesives that do not materially alter the item's properties do not affect classification.

(3) Manufactured Products

Manufactured products are articles, materials, or supplies that are made by combining one or more materials to create a product with new or different properties, functions, or uses. This includes items that incorporate multiple components, materials, or assemblies and cannot be classified as a single listed construction material.

Final assembly of all manufactured products must occur in the United States. Certification must address the product as a whole, including all incorporated components.

Items that meet the definition of construction materials or iron and steel products shall not be reclassified as manufactured products.

(4) Materials Not Subject to Domestic Content Requirements

The following materials are not subject to domestic content requirements and do not require certification, as identified below:

(a) Materials Excluded by Federal Statute or Regulation

The following materials are excluded from domestic content requirements under applicable Federal law or regulation:

(i) Cement and cementitious materials
(ii) Aggregates such as stone, sand, or gravel
(iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

Materials that are not permanently incorporated into the completed project are not subject to domestic content requirements. Materials are not permanently incorporated when they are used solely to facilitate construction activities and do not perform an ongoing structural, operational, or functional role after construction is complete. Determinations regarding whether a material is permanently incorporated will be made by the Engineer.

(D) Classification and Clarification of Materials

All items subject to domestic content requirements shall be classified as either an iron or steel product, construction material, manufactured product, or a material not subject to domestic content requirements based on their final form as delivered to the project site. Each item may be classified into only one category and shall not be reclassified to avoid more stringent requirements. Classification of a manufactured product does not relieve the Contractor of compliance with iron and steel domestic manufacturing requirements applicable to embedded iron or steel components when required by Federal law or regulation. When an item's classification is uncertain or does not clearly fall within the listed categories, the Contractor shall submit the item for review by the Engineer. Approval must be obtained prior to procurement or incorporation into the project.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 5-16-23) 108 SP1 G08 A

The date of availability for this contract is **January 11, 2027**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **October 27, 2028**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred Dollars ($200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12) 108 SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **January 11, 2027**.

The completion date for this intermediate contract time is **April 28, 2028**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars ($2,000.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12)(Rev. 1-16-24) 104 SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control*, *Seeding and Mulching, Repair Seeding*, *Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation,* and *Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SP1 G31

None of the items included in this contract will be major items.

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-16-24) 108-6 SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *Standard Specifications*).

Line #	Description
31 - 35	Guardrail
38 - 40	Signing
44 - 45	Long-Life Pavement Markings
46 - 50	Utility Construction
51 - 76	Erosion Control
84 - 88	Drilled Piers

FUEL PRICE ADJUSTMENT:

(11-15-05)(Rev. 1-16-24) 109-8 SP1 G43

Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS, add the following:

The base index price for DIESEL #2 FUEL is **$5.0299** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11” Pavement	Gal/SY	0.327
9” to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9” to 11” Pavement	Gal/SY	0.272
< 9” Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9” Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20%20Starting%20Nov%202022%20Lettings.pdf

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 12-20-22) SP1 G47

Description and Purpose

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

Eligible Items

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

Bid Submittal Requirements

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder

chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is **$ 47.50** per hundredweight.
The bidding index for Category 2 Steel items is **$ 73.00** per hundredweight.
The bidding index for Category 3 Steel items is **$ 81.25** per hundredweight.
The bidding index for Category 4 Steel items is **$ 62.39** per hundredweight.
The bidding index for Category 5 Steel items is **$ 64.31** per hundredweight.
The bidding index for Category 6 Steel items is **$ 86.32** per hundredweight.
The bidding index for Category 7 Steel items is **$ 50.35** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **September 2026**.

MI = Monthly Index. – in Dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Product Relationship Table

Steel Product (Title)	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

* BI and MI are in converted units of Dollars per Hundredweight ($/CWT)
** Material Received Date is defined as the date the materials are received on the project site. If a material prepayment is made for a Category 4-6 item, the Adjustment Date to be used will be the date of the prepayment request instead of the Materials Received Date.

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").
   Example: 412 - 1,
   412 - 2,
   424 – 1,
   424 – 2,
   424 – 3, etc.
b. The steel product quantity in pounds
   i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
      1. Department established weights of steel/iron by contract pay item per pay unit;
      2. Approved Shop Drawings;
      3. Verified Shipping Documents;
      4. Contract Plans;
      5. Standard Drawing Sheets;
      6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
      7. Manufacture's data.
   ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
   a. Contract Number
   b. Bidding Index Reference Month
   c. Contract Completion Date or Revised Completion Date
   d. County, Route, and Project TIP information
   e. Item Number
   f. Line-Item Description
   g. Submittal Number from Form SPA-2
   h. Adjustment date
   i. Pounds of Steel

2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

Price increase/decrease will be computed as follows:

SPA = ((MI/ BI) -1) * BI *(Q/100)

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.
Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

Extra Work/Force Account:

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Examples **Form SPA-2**

Steel Price Adjustment Submission Form

Contract Number __C203394_____ Bid Reference Month __January 2019__

Submittal Date ___8/31/2019_____

Contract Line Item _____237_____

Line Item Description __APPROX….LBS Structural Steel_____

Sequential Submittal Number _____2_____

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name _____ Signature _____

Examples **Form SPA-2**

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date August 31, 2019

Contract Line Item 237

Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	-DFEB – STA 36+00	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	-DFEB – STA 36+00	5900	December 11, 2021
ABC distributing	Various channel & angle shapes (see quote)	-DFEB – STA 36+00	1300	December 11, 2021
	Catwalk assembly	-DFEB – STA 36+00	2000	December 11, 2021
Nucor	Flat plate	-DFEB – STA 36+00	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name _____ Signature _____

Price Adjustment Sample Calculation (increase)

Project bid on September 17, 2019

Line Item 635 “Structural Steel” has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was $36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was $64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

SPA = ((MI/ BI) -1) * BI *(Q/100)

Where;

SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

BI = $36.12/ CWT

MI = $64.89 / CWT

% change = ((MI/ BI)-1) = ($64.89 / $36.12 – 1) = (1.79651 – 1) = 0.79651162791

Q = 450,000 lbs.

SPA = 0.79651162791x $36.12 x (450,000/100)

SPA = 0.79651162791* $36.12 *4,500

SPA = $129,465 pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)

Price Adjustment Sample Calculation (decrease)

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was $46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was $27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

SPA = ((MI/ BI) -1) * BI *(Q/100)

Where;

SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

BI = $46.72/ CWT

MI = $27.03 / CWT

% change = ((MI/ BI)-1) = ($27.03/ $46.72–1) = (0.57855–1) = -0.421446917808

Q = 600,000 lbs.

SPA = -0.421446917808 * $46.72 * (600,000/100)

SPA = -0.421446917808 * $46.72 *6,000

SPA = $ 118,140.00 Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was $29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was $43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

SPA = ((MI/ BI) -1) * BI *(Q/100)

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

BI = $29.21/ CWT

MI = $43.13 / CWT

% change = ((MI/ BI)-1) = ($43.13 / $29.21 – 1) = (1.47655 – 1) = 0.47654912701

Q = 103932 lbs.

SPA = 0. 47654912701 * $29.21 * (103,932/100)

SPA = 0. 47654912701 * $29.21 *1,039.32

SPA = $14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):
(10-16-07)(Rev. 10-21-25) 102-15(J) SP1 G62

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor – A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project. https://apps.dot.state.nc.us/Vendor/PaymentTracking/

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE. https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks. https://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid. http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only. http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.
https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf

DBE Goal

There is NO goal for participation by Disadvantaged Business Enterprises for this contract.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link.

https://www.ebs.nc.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

(1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic

submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.

(2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.

(3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

(1) *If the DBE goal is more than zero,*

(a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and one electronic copy **(in .PDF format)** of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs

that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful

bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The Engineer will notify the Contractor verbally and in writing of non-good faith. A Contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a Contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 *(Joint Check Notification Form)* and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its DBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a DBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a DBE regular dealer and 100 percent of such expenditures obtained from a DBE manufacturer.

A Contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers, regular dealers or distributors:

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer, regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the Engineer. The Engineer will forward to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a DBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where

applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor or any portion of its work for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate a DBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

(a) The listed DBE subcontractor fails or refuses to execute a written contract;
(b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
(d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
(f) The listed DBE subcontractor is not a responsible contractor;
(g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
(h) The listed DBE is ineligible to receive DBE credit for the type of work required;
(i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
(j) Other documented good cause that compels the termination of the DBE subcontractor.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.

(i) If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.

(ii) If the DBE’s ineligibility is caused solely by its acquisition by or merger with a non-DBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm’s performance

on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the DBE that was later decertified.

(2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 *(DBE Replacement Request).* If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90) SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)(Rev. 3-17-26) SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21) 107 SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) 108-5 SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ELECTRONIC BIDDING:
(8-18-26) 101, 102, 103 SP1 G140

Revise the *Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) ***Electronic Bid,*** **line 3,** replace "electronic bidding software" with "electronic bidding website".

Page 1-16, Subarticle 102-8(B), Electronic Bids, lines 13-14, replace "electronic bidding software" with "electronic bidding website".

Page 1-18, Article 102-10, BID BOND OR BID DEPOSIT, line 43, replace "electronic bidding software" with "electronic bidding website".

Page 1-18, Article 102-11, DELIVERY OF BIDS, line 47, replace "electronic bidding software" with "electronic bidding website".

Page 1-25, Subarticle 103-4(B)(2), Electronic Bids, line 20, replace the first paragraph with the following:

This form is located on the electronic submittal website. The bidder shall click on yes or no to indicate whether or not the bidder desires to limit the award, provide the award limit if desiring to limit the award, and provide the project number and county of the projects associated with the award limit.

TWELVE MONTH GUARANTEE:
(7-15-03) 108 SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition,

routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev. 10-15-24) 105-16, 225-2, 16 SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

(A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

(A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control/stormwater site plans requested.
(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction

materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

(c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.

(d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.

(g) Provide secondary containment for bulk storage of liquid materials.

(h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

(a) Follow permit requirements related to the Contractor and subcontractors' construction activities.

(b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.

(c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.

(d) Conduct the inspections required by the NPDES permit.

(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.

(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.

(i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.

(j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

(1) Foreman in charge of grading activities
(2) Foreman in charge of bridge or culvert construction over jurisdictional areas
(3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

(1) Seeding and Mulching
(2) Temporary Seeding
(3) Temporary Mulching
(4) Sodding
(5) Silt fence or other perimeter erosion/sediment control device installations
(6) Erosion control blanket installation
(7) Hydraulic tackifier installation
(8) Turbidity curtain installation
(9) Rock ditch check/sediment dam installation
(10) Ditch liner/matting installation
(11) Inlet protection
(12) Riprap placement
(13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
(14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

(D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if

applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA), Notice of Violation (NOV),* or C*ease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

(A) Failure to adequately perform the duties as defined within this certification provision.
(B) Issuance of an ICA, NOV, or Cease and Desist Order.
(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
(D) Demonstration of erroneous documentation or reporting techniques.
(E) Cheating or copying another candidate's work on an examination.
(F) Intentional falsification of records.
(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
(H) Dismissal from a company for any of the above reasons.
(I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

All work described within this provision and the role of Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 1-16-24) 105-16, 230, 801 SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

(A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural

background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix,* available at https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

PROJECT SPECIAL PROVISIONS

ROADWAY

CLEARING AND GRUBBING - METHOD III:

(4-6-06)(Rev. 3-19-24) 200 SP2 R02B

Perform clearing on this project to the limits established by Method - III shown on Standard Drawing No. 200.03 of the *Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

ROADWAY EXCAVATION:

(10-20-26) 225 SP2 R50

Revise the *Standard Specifications* as follows:

Page 2-12, Article 225-1, DESCRIPTION, add the following after line 42:

When excavation operations encounter graves, temporarily discontinue operations in the vicinity of the graves and do not resume until directed by the Engineer.

When excavation operations encounter contaminated soils, temporarily discontinue operations in the vicinity of the contamination and do not resume until directed by the Engineer.

When excavation operations encounter artifacts or remains of historical, cultural, or archeological significance, temporarily discontinue operations in the vicinity of the artifacts or remains and do not resume until directed by the Engineer. Disposition of the artifacts shall be in accordance with the requirements of the Division of Archives and History.

Discontinuing operations shall include promptly ceasing all work in the vicinity, immediately notifying the Engineer as to the discovery for legally required authority notification, taking all precautions to protect the discovery from further disturbance to include securing the area and preventing access to it, and preserving all materials as found as directed by the Engineer.

Page 2-15, Article 225-3, UNCLASSIFIED EXCAVATION, lines 23-30, delete the last three paragraphs.

BRIDGE APPROACH FILLS:

(10-19-10)(Rev. 1-16-24) 422 SP4 R02

Description

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or part of bridge approach slabs. Install outlets and grade bridge approach fills to drain water through and away from approach fills. Install geotextiles to allow for possible future slab jacking and separate approach fills from embankment fills, natural ground and pavement sections as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps as required. Construct bridge approach fills in accordance with the contract, accepted submittals and bridge approach fill *Roadway Standard Drawings*.

Define bridge approach fill types as follows:

Type 1 Approach Fill – Approach fill for bridge abutment in accordance with *Roadway Standard Drawing* No. 423.01;

Type 1A Approach Fill – Alternate approach fill for integral bridge abutment in accordance with *Roadway Standard Drawing* No. 423.02;

Type 2 Approach Fill – Approach fill for bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.03 and

Type 2A Approach Fill – Alternate approach fill for integral bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.04.

At the Contractors option, use Type 1A or 2A approach fills instead of Type 1 or 2 approach fills, respectively, for integral bridge abutments. Type 1A and 2A approach fills consists of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall is designed for a construction surcharge, remains in place and is aligned so the wall face functions as a form for the integral end bent cap backwall and wing walls.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	**Section**
Geotextiles	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044
Welded Wire Reinforcement	1070-3

Provide Type 1 geotextile for separation geotextiles, Type 4a geotextile for under bridge approach slabs and Class B concrete for outlet pads. Use Class V or Class VI select material for Type 1 and

1A approach fills and the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal for Type 2 and 2A approach fills. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide outlet pipes and fittings for subsurface drainage materials. Provide 1/4" hardware cloth with 1/4 inch openings constructed from 24 gauge wire.

For temporary geotextile walls, use welded wire reinforcement for welded wire facing and Type 5a geotextile for reinforcement geotextiles. Use Type 5a geotextile with lengths as shown in *Roadway Standard Drawing* No. 423.02 or 423.04.

Construction Methods

Excavate as necessary for approach fills and, if applicable, temporary geotextile walls in accordance with the contract. Ensure limits of approach fills are graded to drain as shown in the bridge approach fill *Roadway Standard Drawings*. For Type 1 and 1A approach fills in embankment fills, place and compact a temporary 1.5:1 (H:V) fill slope in accordance with *Roadway Standard Drawing* No. 423.01 or 423.02 and in accordance with Subarticle 235-3(B) and 235-3(C) of the *Standard Specifications*. Density testing is required within the temporary fill slope and additional more frequent density testing is also required for bridge approach embankments. Wait 3 days before cutting the slope back to complete the approach fill excavation. Use excavated material elsewhere on the project to form embankments, subgrades, or shoulders. If a slope for an approach fill is excavated to flatter than what is required for access or any other reason, that same slope is required for the entire approach fill excavation. Do not backfill overexcavations that extend outside the approach fill limits shown on the *Roadway Standard Drawings* with embankment soils. Instead, expand approach fill limits to include overexcavations.

Notify the Engineer when embankment fill placement and approach fill excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and embankment materials below and outside approach fills are approved.

For Type 2 approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3 inches of locations shown in the accepted MSE wall submittals. Install MSE wall reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE wall submittals. If a Type 2 approach fill is designed with geogrid reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate over any MSE wall geosynthetic reinforcement, pull reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

For Type 1 and 1A approach fills, place pipe sleeves in wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads. Insert outlet pipes into pipe sleeves to direct water towards outlets. Attach hardware cloth in front of the outlet pipe at the wing. Connect outlet pipes and fittings with solvent cement in accordance with Article 815-3 of the *Standard Specifications* and place outlet pads in accordance with Roadway Standard Drawing No. 815.03.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent geotextiles of the same type at least 18 inches. Cover select material or aggregate with Type 4a geotextile at an elevation 6 inches below the bridge

approach slab. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles or MSE wall reinforcement.

For Type 1A and 2A approach fills, install temporary geotextile walls as shown in *Roadway Standard Drawing* No. 423.02 or 423.04. At the Contractor's option, construct the bottom portion of integral end bents before temporary geotextile walls as shown in the plans. Erect and set welded wire facing for temporary geotextile walls so facing functions as a form for the integral end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary geotextile wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below. Wrap reinforcement geotextiles at the wall face in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04 and cover geotextiles with at least 3 inches of select material or aggregate. Place layers of reinforcement geotextiles within 3 inches of locations shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Install reinforcement geotextiles with the direction shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Orient overlapping seams in reinforcement geotextiles perpendicular to the integral end bent cap backwall. Do not overlap reinforcement geotextiles so seams are parallel to the wall face. Before placing select material or aggregate over reinforcement geotextiles, pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Temporary geotextile walls are designed for a surcharge pressure in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04. If loads from construction equipment will be more than what the wall is designed for, contact the Engineer before positioning equipment on top of temporary geotextile walls.

Place select material or aggregate in 6 inch to 8 inch thick lifts. Compact fine aggregate for Type 2 and 2A approach fills in accordance with Subarticle 235-3(C) of the *Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for Type 1 and 1A approach fills and coarse aggregate for Type 2 and 2A approach fills with at least 4 passes of a trench roller in a direction parallel to the end bent cap backwall. Do not displace or damage geosynthetics or MSE wall reinforcement when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics until they are covered with at least 8 inches of select material or aggregate. Replace any damaged geosynthetics to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap Type 4a geotextiles over select material or aggregate and back under approach slabs as shown in *Roadway Standard Drawing* No. 423.03 or 423.04.

Measurement and Payment

Type 1 and 1A approach fills will be paid for at the contract lump sum price for *Type 1 Bridge Approach Fill, Station* _____ and Type 2 and 2A approach fills will be paid for at the contract lump sum price for *Type 2 Bridge Approach Fill, Station* _____. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and approach fill materials, excavating, backfilling, hauling and removing excavated materials, installing wall facing, geotextiles and outlets, compacting backfill and supplying select material, aggregate, geotextiles, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

Compensation for the material placed within the temporary 1.5:1 (H:V) fill slopes will be made in accordance with Section 225, 226, or 230 of the *Standard Specifications*. The cost of removal, including excavating, hauling, placement, and compaction of the material elsewhere on or off the project will be included in the contract lump sum price for *Type 1 Bridge Approach Fill, Station* _____.

The contract lump sum price for *Type 2 Bridge Approach Fill, Station* _____ will also be full compensation for supplying and connecting MSE wall reinforcement to end bent caps but not designing MSE wall reinforcement and connectors. The cost of designing reinforcement and connectors for Type 2 approach fills behind bridge end bents with MSE abutment walls will be incidental to the contract unit price for *MSE Retaining Wall No.* _____.

Payment will be made under:

Pay Item	Pay Unit
Type 1 Bridge Approach Fill, Station _____	Lump Sum
Type 2 Bridge Approach Fill, Station _____	Lump Sum

GEOTEXTILE FOR SUBGRADE STABILIZATION:

(5-15-18)(Rev. 4-16-24) 505, 1056 SP5 R9

Description

Provide geotextile for subgrade stabilization in accordance with the contract. Geotextile for subgrade stabilization is required for subgrades to prevent pavement cracking at locations shown in the plans and as directed by the Engineer.

Materials

Refer to Article 505-2 of the *Standard Specifications*.

Construction Methods

Refer to Article 505-3 of the *Standard Specifications*.

Measurement and Payment

Geotextile for Subgrade Stabilization will be measured and paid in accordance with Article 505-4 of the *Standard Specifications*.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)(Rev. 1-16-24) 620 SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *Standard Specifications.*

The base price index for asphalt binder for plant mix is **$752.50** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **October 1, 2026**.

DELETION OF FINAL SURFACE TESTING REQUIREMENTS:
(1-20-25) 610 SP6 R045A

Revise the *Standard Specifications* as follows:

Pages 6-24 to 6-30, Article 610-13 FINAL SURFACE TESTING AND ACCEPTANCE, delete Article 610-13 in its entirety.

MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET:
(3-19-96)(Rev. 1-16-24) 825 SP8 R10

At locations shown in the plans, construct concrete flumes, concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the *Standard Specifications* except that the concrete must be Class B or of higher compressive strength.

Each concrete flume, concrete curb, and apron completed and accepted will be paid at the contract unit price per each for *Modified Concrete Flume*. Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the apron will be measured and paid in accordance with Section 846 and 850 of the *Standard Specifications*.

Payment will be made under:

Pay Item	**Pay Unit**
Modified Concrete Flume	Each

ELECTRONIC TICKETING SYSTEM:
(7-16-24)(Rev. 12-17-24) 1020 SP10 R20

Description

At the contractor's option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the contractor shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.

Electronic Ticketing Requirements

a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.

b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.

c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.

d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: https://forms.office.com/g/XnT7QeRtgt

e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx

f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.

g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.

h. The electronic ticket shall contain the following information:

Date
Contract Number
Supplier Name
Contractor Name
Material
JMF
Gross Weight
Tare Weight
Net Weight
Load Number
Cumulative Weight
Truck Number
Weighmaster Certification
Weighmaster Expiration
Weighmaster Name
Facility Name
Plant Certification Number
Ticket Number
Hauling Firm (optional)
Voided Ticket Number (if necessary)
Original Ticket Number (if necessary)
Supplier Revision (If necessary)

The Contractor/supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

Measurement and Payment

No measurement or payment will be made for utilizing an electronic ticketing system as the cost of such shall be included in the contract price bid for the material being provided.

TIMBER AND LUMBER:

(4-21-26) 235, 866, 1046, 1050, 1082, 1084, 1089, 1540 SP10 R82

Revise the *Standard Specifications* as follows:

Page 2-23, Article 235-2 MATERIALS, line 26, add the following as the third sentence of the fourth paragraph.

Use pressure treated wood bases meeting the requirements of Section 1082.

Page 8-45, Article 866-2 MATERIALS, line 26, replace "1076-7" with "1050-8".

Page 10-73, Subarticle 1046-3(C) Treated Timber Posts, line 8, replace "treated southern pine" with "pressure treated southern pine".

Page 10-76, Subarticle 1050-2(A) General, line 3, replace "Use treated southern pine meeting Articles 1082-2 and 1082-3" with "Use pressure treated southern pine meeting Articles 1082-2 and 1082-3".

Page 10-76, Subarticle 1050-2(A) General, lines 15-16, replace "All round posts" with "All round wood posts and braces".

Page 10-76, Subarticle 1050-2(A) General, lines 19-20, delete the last sentence of the third paragraph and replace with the following:

The pieces shall show at least 3 annual rings per inch and shall be at least 30% summerwood. All timber and lumber shall conform to the material characteristics detailed in the Southern Pine Inspection Bureau (SPIB) grading rules for the designated grade and may bear the mark of an American Lumber Standards Committee (ALSC) accredited agency.

Page 10-177, Article 1082-1 GENERAL, lines 32-33, delete the first sentence of the first paragraph and replace with the following:

Use southern pine timber and lumber graded in accordance with the current grading rules of the SPIB and manufactured by a Department pre-approved producer/supplier. All timber and lumber shall conform to the material characteristics detailed in the SPIB grading rules for No. 1 Dense or Select Structural (Sel Str.) and bear the mark of an ALSC-accredited agency.

Page 10-177 and 10-178, Article 1082-1 GENERAL, lines 38-42 and line 1, delete the second through fourth sentence of the second paragraph and replace with the following:

Use approved inspection companies listed on the Department's pre-approved producer/suppliers list. The inspection agency must perform inspections of preservative treated materials in accordance with AWPA Standard M2. Each item shall bear the brand, hammer mark, ink stamp or

tag of the inspection agency to indicate it has been inspected. In lieu of commercial inspection, materials in Section 1082 manufactured by a facility that is audited by an ALSC-accredited agency and bearing the quality mark of that agency shall be acceptable for use. In addition, the Supplier must furnish Type 4 – Certified Test Reports and Type 6 – Supplier's Certifications in accordance with Article 106-3. Type 6 – Supplier's Certifications are required for each producer/supplier to include any chain of custody changes from the mill to the Department.

Page 10-178, Article 1082-2 UNTREATED TIMBER AND LUMBER, line 7, replace "Dense" with "Grade No. 1 Dense MC19".

Page 10-178, Subarticle 1082-3(A) General, line 13, replace "lumber" with "timber and lumber" and replace "will not" with "with".

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 22 and 24, replace "Grade No. 1 Dense" with "Grade No. 1 Dense or Select Structural (Sel Str.)".

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 24-27, delete the third and fourth sentence of the first paragraph and replace with the following:

Timbers for bridges or fender systems that are 5 inches and thicker along the least dimension shall conform to Grade No. 1 Dense or Select Structural (Sel Str.).

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, line 28, delete and replace the second paragraph with the following:

Timber for piles shall be southern pine and meet the requirements of ASTM D25.

Page 10-178, Subarticle 1082-3(C) Guardrail Posts, Blockouts and related components, lines 33-34, replace "Southern Pine, conforming to Grade No. 1. Rough lumber will be acceptable." with "southern pine, conforming to Grade No. 1 Dense.".

Page 10-178, Subarticle 1082-3(D) Fence Posts and Braces, lines 37-39, delete the first paragraph and replace with the following:

Sawn fence posts and braces shall be southern pine, S4S, and conform to Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, lines 42-44, delete the first and second sentence of the first paragraph and replace with the following:

Lumber or timbers for sign posts shall conform to Structural Light Framing, Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, line 46, delete the first sentence of the second paragraph.

Page 10-179, Subarticle 1082-3(F) Poles, lines 2-3, delete the first sentence of the first paragraph and replace with the following:

Timber for poles shall be either treated southern pine or coastal douglas-fir and meet the requirements of ANSI O5.1.

Page 10-179, Subarticle 1082-4(A) General, line 8, replace "AASHTO M 133 or AWPA Standards" with "AASHTO M 133 and AWPA Standards".

Page 10-179, Subarticle 1082-4(A) General, lines 14-15, delete the third paragraph.

Page 10-179, Subarticle 1082-4(A) General, line 19, replace ""areas include" with "areas including, but not limited to,".

Page 10-179, Subarticle 1082-4(B) Timber Preservatives, line 24, replace "AASHTO M 133 or AWPA Standards U1" with "AASHTO M 133 and AWPA Standards U1".

Page 10-179, Subarticle 1082-4(C) Bridges, Fender Systems and Piles, lines 27-28, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(D) Guardrail Posts, Blockouts and Related Components, lines 32-33, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, lines 36 and 38, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, line 39, replace "except require retention of preservative as below" with "Commodity Specification B. Posts, UC4A".

Page 10-180, Subarticle 1082-4(F) Sign Posts and Battens, line 2, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-180, Subarticle 1082-4(G) Poles, line 9, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-180, Subarticle 1084-1(A) Treated Timber Pile, line 16-17, delete and replace the first paragraph with the following:

Treated timber piles shall meet the requirements of Section 1082.

Page 10-195, Subarticle 1089-2(A)(1) Work Zone Signs (Stationary), line 44, add the following sentence to the second paragraph:

Pressure treat wood posts in accordance with Section 1082.

Page 15-18, Article 1540-2 MATERIALS, line 8, replace "1082-3" with "1082".

GROUND MOUNTED SIGN SUPPORTS:
(9-15-26) 1094 SP10 R94

Revise the *Standard Specifications* as follows:

Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, line 12 and 15, replace "3/8" with "7/16".

Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, line 16, replace "5/16" with "3/8".

Page 10-214, Subarticle 1094-1(B) 3 lb Steel U-Channel Supports, lines 14-15, delete the fifth sentence of the first paragraph and replace with the following:

These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process.

Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, lines 26-29, delete the third and fourth sentence of the second paragraph with the following:

Punch or drill 7/16 inch diameter holes on 1 inch centers, beginning 1 inch from the top of the post, for a minimum distance equal to the vertical dimension of the respective sign or mile marker. These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process.

Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, line 30, replace "3/8" with "7/16".

Page 10-214, Subarticle 1094-1(C) 2 lb Steel U-Channel Supports, line 31, replace "5/16" with "3/8".

Page 10-214, Subarticle 1094-1(D) Steel Square Tube Supports, lines 36-43, delete and replace the first two paragraphs with the following:

Use steel square tube supports of variable length galvanized steel. The support cross section and gauge shall be in accordance with the plans. These supports shall be manufactured using domestic steel conforming to ASTM 1011, Grade 50. Minimum yield strength after cold forming shall be 60,000 psi. These supports shall be galvanized in accordance with ASTM A653 or ASTM A123 depending on the manufacturing process and meet G90 galvanizing requirements. Both the interior and exterior of the post shall be galvanized and all coating applications shall occur in the United States.

The posts shall be corner welded and scarfed as necessary to allow sections to telescope within each other. The finished posts shall be machine straightened and have a smooth uniform finish free from cracks, flaws, injurious seams, laps, blisters, and edges which are ragged, sharp, and imperfect, or other defects affecting their strength, durability, or appearance. The maximum variation in straightness shall be no more than 1/4 inch in any 5 foot of length. For perforated square tubes, cut holes or knockout holes of 7/16 inch diameter shall be spaced on 1 inch centers,

on the centerlines of all four sides in true alignment, and opposite to each other for back to back applications. All holes and sheared ends shall be free from burrs. The steel shall also be coated with a conversion coating and a clear organic polymer topcoat.

The zinc coating nor manufacturing process shall interfere with the telescoping properties of steel square supports. The zinc coating inside of the 7/16 inch diameter holes of perforated supports shall not exceed specification requirements enough to prevent a 3/8 inch diameter bolt from freely passing through. These supports should contain a manufacturer's mark for traceability after installation. Provide a Type 2 material certification in accordance with Article 106-3 upon Engineer request.

WORK ZONE INSTALLER:
(7-20-21)(Rev. 4-21-26) 1101 SP11 R04

Revise the *Standard Specifications* as follows:

Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26, delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Contractor shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

CONES:
(3-19-24) 1135 SP11 R35

Revise the *Standard Specifications* as follows:

Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20, delete the third sentence of the first paragraph, "Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways.".

COIR FIBER MAT:
(9-16-25) 1629 SP16 R05

Revise the *Standard Specifications* as follows:

Page 16-9, Article 1629-2 MATERIALS, lines 22-24, delete and replace the last paragraph with the following:

Provide #3 or #4 uncoated reinforcing steel anchors, 24 inches in length, bent into a U-shape with a 4-inch diameter bend and a 4-inch straight leg extending from the bend to catch and secure the coir fiber mat.

WATTLE DEVICES:
(1-1-24)(Rev. 9-16-25) 1642 SP16 R10

Revise the *Standard Specifications* as follows:

Page 16-23, Subarticle 1642-2(B) Wattle, lines 10-12, delete and replace with the following:

(B) Wattle and Wattle Barrier

Wattles shall meet Table 1642-1.

TABLE 1642-1
100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE

Property	Property Value
Minimum Diameter	12 inches
Minimum Density	2.5 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	20 lb +/- 10% per 10 foot length

Coir Fiber Wattles shall meet Table 1642-2.

TABLE 1642-2
100% COIR (COCONUT) FIBERS WATTLE

Property	Property Value
Minimum Diameter	12 inches
Minimum Density	3.5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	2.6 pcf +/- 10%

Wattle Barriers shall meet Table 1642-3.

TABLE 1642-3
100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER

Property	Property Value
Minimum Diameter	18 inches
Minimum Density	2.9 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	5 pcf +/- 10%

Coir Fiber Wattle Barriers shall meet Table 1642-4.

TABLE 1642-4 100% COIR (COCONUT) FIBERS WATTLE BARRIER	
Property	**Property Value**
Minimum Diameter	18 inches
Minimum Density	5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	10 pcf +/- 10%

Pages 16-24 & 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, lines 42-47 & lines 1-2, delete and replace with the following:

Wattle will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle*.

Coir Fiber Wattles will be measured and paid for by the actual number of linear feet of coir fiber wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattles*.

Wattle Barrier will be measured and paid as the actual number of linear feet of wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle Barrier*.

Coir Fiber Wattle Barrier will be measured and paid as the actual number of linear feet of coir fiber wattle barrier installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattle Barrier*.

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace "___ Wattle Check" with "Wattle".

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, delete and replace "___ Wattle Barrier" with "Wattle Barrier".

Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT, after line 9, add the following:

Pay Item	**Pay Unit**
Coir Fiber Wattle	Linear Foot
Coir Fiber Wattle Barrier	Linear Foot

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

ROCK PLATING (SPECIAL) GT-1.1 - GT-1.2

DocuSigned by:
Geotechnical Engineering Unit
E06538624A11498...
08/10/2026

ROCK PLATING **(SPECIAL)**

DESCRIPTION

Construct special rock plating in accordance with the contract. Special rock plating is required to stabilize slopes at locations shown in the plans and as directed.

MATERIALS

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Geotextile for Rock Plating, Type 2	1056
Plain Rip Rap, Class 2	1042
Select Material, Class IV	1016

Use Class IV select material (standard size No. ABC) over rip rap and Class 2 rip rap unless required otherwise in the plans. Provide Type 2 geotextiles for filtration geotextiles.

CONSTRUCTION METHODS

Construct embankments in accordance with the contract. Compact fill slopes to the satisfaction of the Engineer with tracked equipment or other approved methods. Remove existing rip rap as necessary to install proposed guardrail as shown on plan. After installation of guardrail post, backfill with borrow material or Class IV select material (ABC) around the guardrail post. The removed rip rap may be reused to construct new rock plating if it meets the rip rap class 2 material specifications described in Section 1042 of the Standard Specifications. Reused materials must be clean and free of contaminants. Place Class 2 rip rap on top of existing rip rap to the top of proposed slope such that the smaller stones are uniformly distributed throughout rip rap as shown on plan. Install rip rap with mechanical methods and if necessary, by hand to form a well graded, dense, neat layer of rip rap. Do not leave filtration geotextiles exposed for more than 7 days before covering with ABC. Unroll geotextiles parallel to the roadway centerline. Install filtration geotextiles on top of newly paced rip rap as shown in the plans. Overlap filtration geotextiles at least 18" as shown in the plans. Place geotextiles in slight tension free of kinks, folds, wrinkles or creases. Place ABC over filtration geotextiles and rip rap. Compact ABC to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

MEASUREMENT AND PAYMENT

The geotextile will be measured and paid for at the contract unit price per square yard of “Geotextile for Rock Plating”. Geotextiles will be measured as square yards of exposed geotextiles

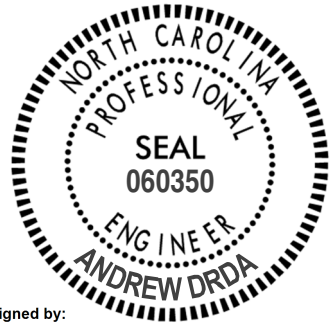
before placing ABC. No measurement will be made for overlapping geotextiles. Payment will be full compensation for providing, transporting and placing geotextiles.

The quantity of Rip Rap, Class 2 to be paid for will be the actual number of tons of rock which has been incorporated into the completed and accepted work. The rip rap will be measured by being weighed in trucks on approved platform scales or other approved weighing devices or methods approved by the Engineer. The rip rap will be paid for at the contract unit price per ton for "Rip Rap, Class 2". Such price and payment will be considered full compensation for all work covered by this provision including but not limited to removing existing rip rap, cleaning reused existing rip rap, furnishing, hauling, handling, placing, and maintaining the rip rap.

The quantity of Select Material, Class IV to be paid for will be measured by being weighed in trucks on approved platform scales or other approved weighing devices or methods approved by the Engineer. The select material will be paid for at the contract unit price per ton for " Select Material, Class IV". Such price and payment will be considered full compensation for providing, transporting, handling, placing, compacting and maintaining select material.

Payment will be made under:

Pay Item	**Pay Unit**
Geotextile for Rock Plating	SY
Select Material, Class IV	TON
Rip Rap, Class 2	TON



DocuSigned by:
Andrew Drda
1A28B5F1368E4AB...

07/24/2025

PAVEMENT MARKINGS:
(5-19-26)(Rev. 11-17-26) 1087, 1205 SP12 R04

Revise the *Standard Specifications* as follows:

Page 10-185, Subarticle 1087-2(A) Paint Composition, line 15, replace "TT--P-1952" with "TT--P-1952, Type III".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, lines 28-33, replace the first through third paragraph and the table with the following:

(C) Thermoplastic and Integrated Multipolymer (IMP) Composition

Use thermoplastic alkyd/maleic pavement markings composed of the materials in Table 1087-1A and integrated multipolymer markings composed of the materials in Table 1087-1B.

TABLE 1087-1A
PHYSICAL PROPERTIES
OF THERMOPLASTIC PAVEMENT MARKINGS

Component	By Weight
Alkyd/Maleic Binder	18.0% Min
Premixed Glass Beads (AASHTO M 247 – 50% Type 3 and 50% Type 1)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white) 1.5% Min. (yellow)

TABLE 1087-1B
PHYSICAL PROPERTIES
OF INTEGRATED MULTIPOLYMER (IMP) PAVEMENT MARKINGS

Component	By Weight
Binder	21.0% Min
Premixed Glass Beads (AASHTO M 247 – 50% Type 3 and 50% Type 1)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white only)
Inert Filler	15% Max white / 24% Max Yellow

Use white material that does not contain anatase titanium dioxide pigment. Use yellow material that does not contain any intentionally added lead chromate.

Calcium carbonate and inert fillers may be used by the manufacturer, providing all other qualifications are met.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 34, replace "thermoplastic" with "material".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 36, replace "alkyd/maleic binder" with "binder".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 38, replace "maleic-modified glycerol of resin" with "rosin ester".

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, insert the following paragraph after line 2:

The integrated multipolymer binder shall consist of a mixture of modified rosin ester, polyamide and a copolymer (e.g. EVA) with waxes and/or plasticizers. At least 3% of the total formulation weight shall be 100% polyamide. The binder shall contain no petroleum hydrocarbon resins.

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, lines 3, 6, 9 and 11, replace "thermoplastic material" with "material".

Page 10-186, Article 1087-3 COLOR, after line 27, replace "Crystal: Color No. 17886 (White)" with "White: Color No. 17925".

Page 10-186, Subarticle 1087-4(A) Composition, lines 31-34, replace the second paragraph with the following:

Manufacture the beads from 100% recycled or virgin non-pigmented glass from a composition designed to be highly resistant to traffic wear and to the effects of weathering. All intermix and drop-on glass beads shall be manufactured using 100% North American recycled glass cullet, virgin North American glass or a combination of the two.

Page 10-187, Subarticle 1087-4(C) Gradation & Roundness, lines 4-6, replace the first paragraph and table with the following:

Use drop-on and intermixed glass beads in all pavement markings with at least 80% true spheres when tested in accordance with ASTM D1155. Drop-on glass beads for permanent pavement markings shall be high performance glass beads listed on the NCDOT APL. If otherwise specified, or at the direction of the Engineer, other drop-on reflective media may be used on permanent markings. Drop-on glass beads used on any interim or temporary pavement markings shall meet Table 1087-2.

TABLE 1087-2 GLASS BEAD GRADATION REQUIREMENTS		
Sieve Size	**Gradation Requirements**	
	Minimum	**Maximum**
Passing #20	95%	100%
Retained on #30	5%	20%
Retained on #50	40%	80%
Retained on #80	15%	50%
Passing #80	0%	10%
Retained on #200	0%	5%

Page 10-187, Article 1087-5 PACKAGING FOR SHIPMENT, line 31, replace "Thermoplastic pavement marking materials" with "Thermoplastic and integrated multipolymer pavement marking materials".

Page 10-188, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition, line 17, replace **"(B) Thermoplastic Pavement Marking Material Composition**" with "**(B) Thermoplastic and Integrated Multipolymer Pavement Marking Material Composition**".

Page 10-188, Subarticle 1087-7(C) Flash Point, line 22, replace "thermoplastic" with "thermoplastic and integrated multipolymer material".

Page 10-188, Subarticle 1087-7(D) Requirements, line 25, replace "thermoplastic material" with "thermoplastic and integrated multipolymer material".

Page 10-189, Subarticle 1087-7(D), after line 15, add the following:

(9) Tensile Elongation

The integrated multipolymer material shall have an elongation of at least 10% when tested in accordance with ASTM D638 (1"x 6", 0.25"/min).

(10) Abrasion Resistance

The integrated multipolymer material shall have no more than 0.40 g weight loss following taber abrasion with CS17 wheels for 1000 cycles with 1 kg weight per ASTM D4060.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, lines 22-23, replace the third paragraph with the following:

Reflective media not covered in this, or other specifications must meet AASHTO M 247 Type 3 or 4 and a NCDOT Type 2 Material Certification must be provided.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, after line 23, add the following to the table:

Integrated Multipolymer	Type 2 Material Certification and Type 3 Material Certification

Page 12-3, Subarticle 1205-3(F) Surface Preparation and Curing Compound Removal, line 8, add the following as a second sentence of the first paragraph:

Only apply markings to dry clean surfaces.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, line 16, replace the first sentence of the eighth paragraph with the following:

Protect the pavement markings until they are track free before exposing them to traffic.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, lines 22-24, delete the second sentence of the tenth paragraph.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, after line 24, replace "White: Color No. 17886" with "White: Color No. 17295".

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 32, add the following as the third sentence of the seventh paragraph:

Before applying integrated multipolymer (IMP) pavement markings over existing thermoplastic pavement markings, remove at least 85% of the oxidized existing thermoplastic.

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 35, replace "thermoplastic" with "thermoplastic or IMP".

Page 12-6, Article 1205-4 THERMOPLASTIC, line 3, replace "**1205-4 THERMOPLASTIC**" with **"1205-4 THERMOPLASTIC AND INTEGRATED MULTIPOLYMER (IMP)".**

Page 12-6, Subarticle 1205-4(A) Application Equipment, lines 7, 16, 20, 24, 25, 27 and 29, delete "thermoplastic"

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 38, replace "thermoplastic pavement markings" with "thermoplastic or integrated multipolymer pavement markings".

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 42, delete "thermoplastic".

Page 12-7, Subarticle 1205-4(C) Application, lines 2, 3, 10, 21 and 31, delete "thermoplastic".

Page 12-7, Subarticle 1205-4(C) Application, after line 17, in Table 1205-2 MINIMUM REFLECTOMETER REQUIREMENTS FOR THERMOPLASTIC replace "Standard Glass Beads" with "High Performance Glass Beads" and for the Reflectivity of White replace "375

mcd/lux/m^2" with "425 mcd/lux/m^2" and Yellow replace "250 mcd/lux/m^2" with "325 mcd/lux/m^2"

Page 12-7, Subarticle 1205-4(C) Application, line 23, replace "thermoplastic pavement marking" with "final pavement marking".

Page 12-7, Subarticle 1205-4(C) Application, after line 32, replace "**TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC**" with "**TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC AND INTEGRATED MULTIPOLYMER**".

Page 12-9, Subarticle 1205-5(C) Observation Period, before line 1, replace "375 mcd/lux/m^2" with "425 mcd/lux/m^2" and replace "250 mcd/lux/m^2" with "325 mcd/lux/m^2".

Page 12-11, Subarticle 1205-8(C) Application, lines 17-20, replace the first paragraph with the following:

Final pavement marking application of paint shall be placed in 1 application of 30 mils wet and consist of reflective media applied at a rate to immediately obtain the minimum retroreflective values.

Page 12-11, Subarticle 1205-8(C) Application, line 26, delete "15 mil".

Page 12-11, Subarticle 1205-8(C) Application, after line 31, replace Table 1205-6 with the following:

TABLE 1205-6
REFLECTOMETER REQUIREMENTS
FOR PAINT

Item	Color	Reflectivity
Standard Glass Beads	White	225 mcd/lux/m^2
	Yellow	200 mcd/lux/m^2
High Performance Glass Beads	White	425 mcd/lux/m^2
	Yellow	325 mcd/lux/m^2

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 5-7, delete and replace the second sentence of the first paragraph with the following:

In addition, *Paint Pavement Marking Lines* will be paid per linear foot for each 15 mil wet application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns and in accordance with Subarticle 1205-8(C) final paint pavement marking lines of 1 application of 30 mils wet will be measured and paid as 2 applications of 15 mils wet.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 12-14, delete and replace the second sentence of the second paragraph with the following:

In addition, *Paint Pavement Marking Symbols* will be paid for each 15 mil wet application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns and in accordance with Subarticle 1205-8(C) final paint pavement marking symbols of 1 application of 30 mils wet will be measured and paid as 2 applications of 15 mils wet.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19, delete and replace the third sentence of the third paragraph with the following:

In addition, *Paint Pavement Marking Characters* will be paid for each 15 mil wet application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns and in accordance with Subarticle 1205-8(C) final paint pavement marking characters of 1 application of 30 mils wet will be measured and paid as 2 applications of 15 mils wet.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19, replace the second sentence of the ninth paragraph with the following:

No direct payment will be made for the work involved in applying the lines, including but not limited to surface preparation, reapplication of molten pavement marking crossed by a vehicle, removal of all pavement marking materials spilled on the roadway surface, and repair of markings tracked by a vehicle.

Page 12-13, Article 1205-10 MEASUREMENT AND PAYMENT, after line 12, add the following to the pay item and pay unit list:

Pay Item	**Pay Unit**
Integrated Multipolymer Pavement Marking Lines, __", __ mils	Linear Foot
Integrated Multipolymer Pavement Marking Symbols, __ mils	Each
Integrated Multipolymer Pavement Marking Characters, __ mils	Each

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

August 06, 2026

NASH COUNTY
ATTN: MIKE PHILLIPS-DIRECTOR OF UTILITIES & FACILITIES
120 W. WASHINGTON STREET
NASHVILLE, NC 27856

Re: **Authorization to Construct (This is not a Final Approval)**
Issue Date: August 06, 2026
HB-0038 WATER LINE RELOCATION
Serial No.: 26-00534 Water System No.: NC4064005
Nash County

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for **HB-0038 WATER LINE RELOCATION, Serial No.: 26-00534.**

The "Authorization to Construct" is valid for 36 months from the issue date. Authorization to construct may be extended if the Rules Governing Public Water Systems [15A NCAC 18C] and site conditions have not changed (see Rule .0305). The "Authorization to Construct" and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, **and prior to placing the new construction or modification into service**, the applicant must submit an Engineer's Certification and Applicant's Certification to the Public Water Supply Section.

- **Engineer's Certification:** in accordance with Rule .0303(a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant's Certification:** in accordance with Rule .0303(c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307(d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant's Certification" form is available at http://www.ncwater.org/ (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Certifications can be sent by mail or attachment to an e-mail message to **PWSSection.PlanReview@deq.nc.gov.**

If this "Authorization to Construct" is for a new public water system, the owner must submit a completed **application for an Operating Permit** and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9076.

Once the certifications and permit application and fee (if applicable) are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309(a), **no portion of this project shall be placed into service until the Department has issued Final Approval.**

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

RBSadosky

Rebecca Sadosky, Ph.D., Chief
Public Water Supply Section
Division of Water Resources, NCDEQ

cc: JOEL MARTINEZ, Regional Engineer
STV ENGINEERS, INC.

North Carolina Department of Environmental Quality
Division of Water Resources

Authorization to Construct

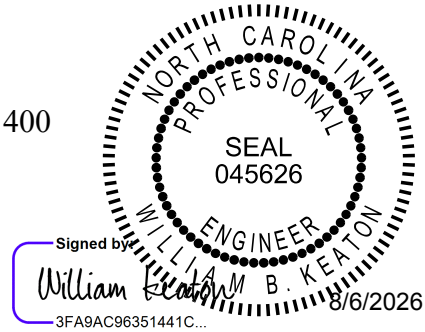
Project Applicant:	**NASH COUNTY**
Public Water System Name:	**CENTRAL NASH WATER & SEWER**
Water System No.:	**NC4064005**
Project Name:	**HB-0038 WATER LINE RELOCATION**
Serial No.:	**26-00534**
Issue Date:	**August 06, 2026**
Expiration Date:	36 Months after Issue Date

In accordance with 15A NCAC 18C .0305, this Authorization to Construct must be posted at the primary entrance to the job site during construction.

Docusign Envelope ID: 08D00E2A-58C3-87ED-8245-876550C3F322

PROJECT SPECIAL PROVISIONS
Utility Construction

William B. Keaton, PE
STV Engineers. Inc.
2151 Hawkins Street, Suite 1400
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NC License Number F-0991



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Where brand names and model numbers are specified in these Special Provisions or in the plans, the cited examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, or manufacturer. They are provided to set forth the general style, type, character, and quality of the product desired. Equivalent products will be acceptable.

The utility owner is Nash County. The contact person is Mike Phillips and he can be reached by phone at (252) 462-2678 or email at mike.phillips@nashcountync.gov and his mailing address is 120 West Washington Street Suite 2004, Nashville, NC 27855.

PLANS AND WORKING DRAWINGS
(6-17-26)

Revise the 2024 *Standard Specifications* as follows:

Page 1-41, Article 105-2, PLANS AND WOKRING DRAWINGS, line 46, add the following between after line 10:

(A) For all submittals, include a list of materials to be furnished, the names of the suppliers, and the date of delivery to the site.

(B) Submittals shall include, at a minimum:

1) material, grade, pressure or thickness class for all pipe, fitting and couplings for all joints, coatings, and appurtenances. Detailed catalog and engineering data sheets and product delivery schedules shall be submitted for all components.

2) Drawings for buried piping shall include a schematic layout of the proposed pipeline as shown on the plan and profile drawings. Drawings shall also include dimensions of pipe and fittings. Details of all fittings and specials and provision for thrust restraint shall be included. Manufacturer shall be completely responsible for thrust restraint design. Thrust restraint shall be accounted for all below grade piping. Calculations shall be prepared by

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a Professional Engineer, licensed in the State of North Carolina. The drawings shall show and identify the pipe, pipe joint lengths, fittings, couplings, restrained joint lengths, and other miscellaneous details, as required.

3) Installation procedures covering in detail the preparation and making on push-on, mechanical, or restrained joints. Submit measures to ensure the integrity of the interior pipe lining and the exterior protective coating and the method of backing up and sealing the annular spaces in pipe sleeves.

4) Protective coating schedules that show shop and field surface preparations, materials, methods of application, dry film thickness, and tests for coating defects.

5) Prior to shipment of the pipe, the Contractor/Pipe Manufacturer shall submit a Certificate of Adequacy of Design stating (where applicable) that the pipe and fittings to be furnished complies with AWWA C110, C111, C115, C150, C151, and C153, and these specifications. Gasket material manufacture shall submit a written statement certifying the gasket materials are compatible with the joints provided and is recommended for the field test pressures and service conditions.

(C) For valve, submit valve flow coefficient.

(D) Prior to shipment of pipe, submit certified test reports that the pipe for the Contract was manufactured and tested in compliance with ASTM and ANSI/AWWA Standards specified.

(E) Submit verifiable Certificate of Compliance with the NSF 61 Standard for all pipe and fittings.

PLASTIC PIPE
(6-17-26)

Revise the 2024 *Standard Specifications* as follows:

Page 10-66, Article 1036-3, PLASTIC PIPE, line 37, add the following between lines 37 and 38:

(3) Additional Requirements

The pipe manufacture shall have a minimum of ten (10) years successful experience in the design and manufacturing of pipe of the particular type specified, pipe joints of similar design, working pressure, and pipe diameter and wall thickness as specified.

Pipe jointing shall be by ELASTOMERIC DIP GASKET JOINTS only, conforming to ASTM D-3139 and F477. Pipe Bells for all pipes three-inch and larger shall be integral to the pipe; sleeve couplings are not allowed.

Pipe shall be tested and certified for potable water distribution products by the NSF Standard No. 14 or 61 and bear the NSF seal on each section of pipe.

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Fittings for pipe 3-inch and larger shall conform to AWWA C110 or C153 and have mechanical joints with transition gaskets as required for the pipe outside diameter. Fittings shall be made of gray-iron or ductile-iron. Interior fittings shall be cement-mortar lined with seal coat in accordance with AWWA C104.

DUCTILE IRON PIPE AND FITTINGS
(6-17-26)

Revise the 2024 Standard Specifications as follows:

Page 10-67, Article 1036-5DUCTILE IRON PIPE AND FITTINGS, line 16, add the following between lines 16 and 17:

All ductile iron water pipe shall be furnished with cement mortar lining and seal coating in accordance with ANSI/AWWA A21.4/C104.

All pipe and fittings shall have a bituminous topcoat applied in accordance with ANSI A21.15 (AWWA C151).

Restrained joint pipe and fittings shall consist of welded or bolted retainer rings, ductile iron locking segments held in place by rubber retainers, or ductile iron retaining rings that lock over the bell of the joint and are secured to prevent rotation, and factory welded retainer beads or rings on the spigot side of the pipe and shall be the manufacturer's standard restrained joint pipe design. All components of the bolted or snap ring assemblies shall be constructed of corrosion-resistant, high strength, low-alloy steel. MJ fittings with external gripping rings shall be permitted on this project at fittings, valves, and sleeves only. No field fabrication of push-on or other type pipe joints to furnish restrained joints shall be allowed.

WATER VALVES
(6-17-26)

Revise the 2024 Standard Specifications as follows:

Page 10-68, Article 1036-7 WATER VALVES, line 14, add the following between lines 14 and 15:

All valves of one type shall be the product of one manufacturer.

Direction of opening and the word OPEN shall be cast in handwheel or valve bonnet.

Size actuator to produce required torque with a maximum pull of 80 LB of the maximum pressure rating and withstand without damage a pull of 300 foot-pounds torque on the operating nut. Unless otherwise specified, actuators for valves to be buried, submerged, or installed in vaults or manholes shall be sealed to withstand at least 20 FT of submergence.

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All gate valves, 3 inches through 12 inches NPS, shall have cast iron or ASTM A536 ductile iron body, resilient-seated, nut-operated, non-rising stem gate valves suitable for buried service. Provide at least two tee handle keys for actuator nuts, with minimum 5-foot extension between key and handle. Extension stem shall be sized so as to transmit full torque from the operating mechanism to the valve stem without binding, twisting, or bending. Valve operation nut shall be within 30 inches of the top of the box. Provide stem extension, if necessary, to bring operating nut to within 30 inches of the top of box. For water service, the valve interior and exterior shall be NSF61 fusion bonded epoxy coated at the factory by the valve manufacturer in accordance with AWWA Standard C550 (6-8 mil average, 4 mil minimum). The valves shall be designed for a minimum differential pressure of 250 psi and factory hydrostatically tested to a minimum internal test pressure of 500 psi unless otherwise noted on the plans.

Stems shall be made of a solid low zinc alloy steel in accordance with AWWA C509 4.2.2.4.3 with actuator key and nut and a diameter not less than stem of valve actuator shaft. Pin all stem connections. Stem seals shall be double O-ring stem seals. Center in valve box with guide bushing. All potable water valve materials shall meet the requirements of NSF 61. All valves are to be restrained.

Test valves (Operation Test and Hydrostatic Tests) at the manufacturer's plant in accordance with AWWA Standard C509. Provide the Engineer with certified copies of all factory test reports prior to shipment

SLEEVES, COUPLINGS AND MISCELLANEOUS
(6-17-26)

Revise the 2024 Standard Specifications as follows:

Page 10-68, Article 1036-8 SLEEVES, COUPLINGS AND MISCELLANEOUS, line 24, add the following between lines 24 and 25:

(C) Expansion Joint

Provide ROMAC Expansion Joint style EJ401 meeting the requirements of AWWA C221 where indicated on plans. Provide expansion joint with manufacturer's fusion bonded epoxy coating.

MATERIALS
(6-17-26)

Revise the 2024 Standard Specifications as follows:

Page 15-6, Article 1510-2 MATERIALS, line 1, delete lines 1 and 2 in their entirety and add the following as lines 1 and 2:

Tape shall be a minimum of 3 inch wide polyethylene plastic tape manufactured specifically for identification of buried utilities with means of enabling detection by a metal detector to a minimum depth of 3 feet. Tape color shall be blue, tape shall be continuously imprinted with warning and

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identification markings in bold black letters to read "CAUTION – BURIED WATER LINE BELOW." Color and printing shall be permanent and unaffected by moisture or soil.

Tape shall be by Blackburn Manufacturing, Joseph G. Pollard Co., or Reef Industries, or an approved equal.

WATER LINES
(6-17-26)

Revise the 2024 Standard Specifications as follows:

Page 15-6, Article 1510-2 MATERIALS, line 4, add the following between lines 4 and 5:

PVC pipe shall be from a single Manufacturer. PVC pipe to be installed under this Contract may be inspected at the plant for compliance with these Specifications by an independent testing laboratory selected by the Owner. The Contractor shall require the Manufacturer's cooperation in these inspections. The cost of additional inspections deemed necessary by the Owner because of the failure of the pipe to meet the specification shall be borne by the Contractor.

Inspection of the pipe will also be made by the Owner's Representative after delivery. The pipe shall be subject to rejection on account of failure to meet Specification requirements, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job.

Materials used in manufacture of the pipe shall be tested in accordance with the requirements of the referenced standards, as applicable.

Pipe accessories shall be carefully inspected before and after installation and those found defective shall be rejected. Pipe shall be free from fins and burrs. Before being placed in position, pipe, and accessories shall be cleaned, and shall be maintained in a clean condition. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe, or any other material be dropped or dumped into trenches.

Store pipe, and accessories at the site in unit packages provided by the manufacturer. Exercise caution to avoid damage or deformation of the pipe. Store pipe in such a way as to prevent sagging or bending and to provide protection from exposure to direct sunlight by covering with an opaque material while permitting adequate air circulation above and around the pipe. Store gaskets in cool, dark place out of the direct rays of the sun, preferably in original cartons.

WATER LINES
(6-17-26)

Revise the 2024 *Standard Specifications* as follows:

Page 15-6, Article 1510-3 CONSTRUCTION METHODS, line 22, add the following between lines 22 and 23:

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All piping shall be installed by skilled workmen and in accordance with the best standard practice for piping installation as shown on the Drawings, specified or recommended by the pipe manufacturer where stricter. Proper tools and appliances for the safe and convenient handling and installing of the pipe and fittings shall be used. Great care shall be taken to prevent any pipe coating from being damaged on the inside or outside of the pipe and fittings. All pieces shall be carefully examined for defects, and no piece shall be installed which is known to be cracked, damaged, or otherwise defective. If any defective pieces should be discovered after having been installed, it shall be removed and replaced with a sound one in a satisfactory manner by the Contractor and at no additional cost. Pipe and fittings shall be thoroughly cleaned before they are installed and shall be kept clean until they are accepted in the complete work. All piping shall be erected to accurate lines and grades with no abrupt changes in line. All piping shall be assembled without distortion or stress caused by misalignment – do not subject the piping to bending or other undue stresses during installation, and do not correct misalignment by distorting flanged joints or subjecting bolts to bending or undue stresses. In areas where the line and grade indicated cannot be achieved using standard manufactured bends and fittings, make slight adjustment by deflecting joints. Bell and spigot pipe shall be laid with the bell end pointing in the direction of laying. Pipe shall not be laid when the conditions of trench or weather are unsuitable. Care shall be taken to support the pipe uniformly.

Pipe shall be cut by means of saws, power driven abrasive wheels, or pipe cutters which will produce a square cut. After cutting, the end of the pipe shall be beveled using a beveling tool, portable sander, or abrasive disc. If the lining is damaged by the cutting process, the damaged areas must be patched and repaired in accordance with the recommended procedures described in AWWA and provided by the pipe and lining manufacturer.

No testing shall be performed until the pipe has been properly backfilled in place.

JOINT DEFLECTION SHALL NOT EXCEED 50 PERCENT OF THE MANUFACTURERS RECOMMENDED DEFLECTION. Excavation and backfilling shall conform to the requirements of Section 1510, and as specified herein. Maximum trench widths shall conform to the Trench Width Excavation Limits shown on the Drawings or as indicated in Section 1510.

Following proper preparation of the trench subgrade, pipe and fittings shall be carefully lowered into the trench so as to prevent dirt and other foreign substances from gaining entrance into the pipe and fittings. Inspect and clean each pipe length as required. Proper facilities shall be provided for lowering sections of pipe into trenches. UNDER NO CIRCUMSTANCES SHALL ANY OF THE MATERIALS BE DROPPED OR DUMPED INTO THE TRENCH.

Inspect each fitting and section of pipe before installing to insure that there are no defects in the lining. Any piece having a break in the lining shall be removed. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner at no expense to the Owner.

ALL PIPING SHALL HAVE TYPE BEDDING AS SHOWN ON THE DRAWINGS.

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Pipe that has the grade or joint disturbed after laying shall be taken up and re-laid by the Contractor at his own expense. Pipe shall not be laid in water or when trench conditions are unsuitable for work. All piping shall be installed in such a manner that it will be free to expand and/or contract without injury to itself or to structures to which it is connected. During the laying of pipe, each pipe manufacturer shall provide his own supervisor to instruct the Contractor's pipe laying personnel in the correct procedure to be followed.

Water shall be kept out of the trench until jointing and backfilling are completed. When work is not in progress, open ends of pipe, fittings, and valves shall be securely closed so that no water, earth, or other substance will enter the pipes, fitting, or valves. Pipe ends left for future connections shall be valved, plugged, or capped, and secured as required. Contractor shall take the utmost care to ensure pipeline is as clean as possible during installation.

All piping shall be erected to the line and grade indicated on the Drawing unless otherwise approved by the Engineer, with no abrupt changes in line or grade and shall be supported and braced against movement, temporary, or permanent. All exposed piping shall be installed with vertical and horizontal angles properly related to adjoining surfaces or pipes to give the appearance of good workmanship.

Once trench subgrade has been prepared, bedding material shall be placed as shown on the Drawings. Bedding material beneath pipe shall be uncompacted before placing pipe, except where bedding material depth requires multiple lifts to install, in which case compact each lift prior to placing additional lift. The pipe shall then be placed. Pipe shall not be laid in water or when trench conditions are unsuitable for work. Contractor shall be responsible for providing all dewatering equipment as required at his expense and directing all dewatered flow to capable ditches and catch basins. After pipe is installed, place remaining bedding material and then place backfill material as specified.

Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and shall in general agree with manufacturer's recommendations.

Use full lengths of pipe (as furnished by the pipe manufacturer) as much as practical except for closure pieces at manholes or other structures.

The full length of each section of pipe shall rest solidly upon the bed of the trench, with recesses excavated to accommodate bells, couplings, joints, and fittings. Before joints are made, each pipe shall be well bedded on a solid foundation. No pipe shall be brought into position until the preceding length has been thoroughly bedded and secured in place. Pipe that has the grade or joint disturbed after laying shall be taken up and re-laid by the Contractor at his own expense.

Pipes crossing within a vertical distance of less than or equal to one (1) foot shall be encased in No. 67 stone at the point of crossing to prevent damage to the adjacent pipes as shown on the Drawings.

Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and shall in general agree with manufacturer's recommendations.

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AT THE CLOSE OF WORK EACH DAY PIPELINE TRENCHES SHALL BE COMPLETELY SECURED OR COVERED.

Valves
(6-17-26)

Revise the 2024 *Standard Specifications* as follows:

Page 15-8, Article 1515-3 CONSTRUCTION METHODS, line 30, add the following between lines 30 and 31:

All valves shall be lubricated, manually opened and closed before installation to check their operation, and the interior of the valve shall be cleaned. Valves shall be placed in the positions shown on the Drawings. Joints shall be made as directed under the piping specifications. The valves shall be located so that they are easily accessible for operating purposes and shall bear no stresses due to loads from the adjacent pipe. The Contractor shall be responsible for coordinating connecting pipe.

A valve post, as per the Utility Owner's detail, shall be installed for each main line underground valve of 4" nominal size and larger.

Box base to enclose buried valve bonnet. Valve boxes shall be placed so as not to transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The ground in the trench upon which the valve boxes rest shall be thoroughly compacted to prevent settlement. The boxes shall be fitted together securely and set so that the cover is flush with the finished grade of the adjacent surface. A concrete pad as detailed on the Drawings shall be provided around the valve box, sloped outwards.

PROJECT SPECIAL PROVISIONS
Utilities by Others

General:

The following utility companies have facilities that will be in conflict with the construction of this project:

A) Brightspeed – Communications
B) City of Rocky Mount – Gas

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the *Standard Specifications.*

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A) Brightspeed – Communications
   1) All relocation work will be completed by the date of availability.
   2) Contact person for Brightspeed is Bruce Sexton at 919-368-0815, Bruce.Sexton@brightspeed.com

B) City of Rocky Mount – Gas
   1) City of Rocky Mount to abandon existing gas main on project prior to the date of availability.
   2) City of Rocky Mount to install proposed gas main from L-Sta. 14+75 west to tie in point off project prior to the date of availability. Proposed gas main to be stubbed up at Sta. 14+75 +/-.
   3) City of Rocky Mount to install proposed gas main from L-Sta. 19+50 to L-Sta. 26+20 +/- prior to the date of availability. Proposed gas main to be stubbed up at Sta. 19+50 +/-.
   4) Contractor to give City of Rocky Mount 3 weeks' notice prior to installing rip rap on east side of proposed bridge so that City of Rocky Mount can finish installation from stubbed out point back of proposed guardrail at L-Sta. 19+50 to bridge. Additionally, Contractor will coordinate with City of

PROJECT SPECIAL PROVISIONS
Utilities by Others

Rocky Mount during this same timeframe to complete the installation of their gas line to the west side of bridge prior to installation of concrete flume left of L-Sta. 15+00 +/-.

5) City of Rocky Mount to complete relocation, including attaching to the bridge, after construction.

6) Contact person for City of Rocky Mount is Robert Pate at 252-467-4809, Robert.Pate@rockymountnc.gov

Project Special Provisions
Erosion Control

STABILIZATION REQUIREMENTS:

(4-30-2019)(Rev. 1-21-25)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources. Temporary or permanent ground cover stabilization shall occur within the following time frames from the last land-disturbing activity:

- Stabilize perimeter dikes, swales, ditches, and perimeter slopes within 7 calendar days.
- Stabilize high quality water (HQW) zones within 7 calendar days.
- Stabilize slopes steeper than 3:1 within 7 calendar days.
    - If slopes are 10 feet or less in length and are not steeper than 2:1, 14 calendar days are allowed.
- Stabilize slopes 3:1 to 4:1 within 14 calendar days.
    - 7 calendar days for slopes greater than 50 feet in length and with slopes steeper than 4:1.
    - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.
- Stabilize areas with slopes flatter than 4:1 within 14 calendar days.
    - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING: (East)

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

All Roadway Areas

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

Waste and Borrow Locations

March 1 – August 31	**September 1 - February 28**

75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

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

Approved Tall Fescue Cultivars

06 Dust	Escalade	Kalahari	Serengeti
2nd Millennium	Essential	Kitty Hawk 2000	Shelby
3rd Millennium	Evergreen 2	Legitimate	Shenandoah III
Avenger	Faith	Lexington	Shenandoah Elite
Bar Fa	Falcon IV	LifeGuard	Sheridan
Barlexas	Falson NG	LSD	Sidewinder
Barlexas II	Falcon V	Magellan	Signia
Barrera	Fat Cat	Masterpiece	Silver Hawk
Barrington	Fesnova	Millennium SRP	Skyline
Barrobusto	Fidelity	Monet	Solara
Barvado	Finelawn Elite	Mustang 4	Southern Choice II
Biltmore	Finelawn Xpress	Naturally Green	Speedway
Bingo	Finesse II	Ninja 2	Spyder LS
Bizem	Firebird	Ol' Glory	Sunset Gold
Black Tail	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tahoe II
Blade Runner II	Five Point	Pedigree	Talladega
Bonsai	Focus	Picasso	Tanzania
Braveheart	Forte	Piedmont	Temple
Bravo	Garrison	Plantation	Terrano
Bullseye	Gazelle II	Proseeds 5301	Thor
Cannavaro	GLX Aced	Prospect	Thunderstruck
Catalyst	Gold Medallion	Quest	Titanium LS
Cayenne	Grande 3	RainDance	Titan LTD
Cezanne RZ	Greenbrooks	Raptor II	Tracer
Chipper	Greenkeeper	Rebel IV	Traverse SRP
Cochise IV	Gremlin	Rebel Exeda	Trio
Constitution	Greystone	Rebel Sentry	Tulsa Time
Corgi	Guardian 21	Regenerate	Turbo
Corona	Guardian 41	Regiment II	Turbo RZ
Coyote	Hemi	Rembrandt	Tuxedo
Cumberland	Honky Tonk	Rendition	Ultimate
Darlington	Hot Rod	Reunion	Umbrella
DaVinci	Hunter	Rhambler 2 SRP	Van Gogh
Desire	Inferno	Riverside	Venture
Diablo	Integrity	RNP	Watchdog
Dominion	Jaguar 3	Rocket	Wolfpack II

Dynamic	Jamboree	Saltillo	Xtremegreen
Dynasty	Justice	Scorpion	

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

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching (East)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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

March 1 - August 31		**September 1 - February 28**	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
6#	Indiangrass	6#	Indiangrass
8#	Little Bluestem	8#	Little Bluestem
4#	Switchgrass	4#	Switchgrass
25#	Browntop Millet	35#	Rye Grain
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen	Boreal	Epic	Cindy Lou

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Measurement and Payment

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be 4 inches.

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

CRIMPING STRAW MULCH:

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

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

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

ENVIRONMENTALLY SENSITIVE AREAS:

Description

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

Construction Methods

(A) Clearing and Grubbing

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

(B) Grading

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

(D) Seeding and Mulching

Seeding and mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time

without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications.* No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying,* except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging

may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item	**Pay Unit**
Safety Fence	Linear Foot

IMPERVIOUS DIKE:
(9-9-11)(Rev. 11-15-22)

Description

This work consists of furnishing, installing, maintaining, pumping and removing an *Impervious Dike* for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall not permit seepage of water into the construction site or contribute to siltation of the stream. The impervious dike shall be constructed of an acceptable material in the locations noted on the plans or as directed by the Engineer.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or other impervious geotextile.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Construction Methods

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

Measurement and Payment

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted by the Engineer. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, pumping and removal of the impervious dike.

Payment will be made under:

Pay Item	Pay Unit
Impervious Dike	Linear Foot

PUMP AROUND OPERATION:

Description

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems used on this project. The Contractor shall install a pump around system in locations as shown in the plans and in other locations approved by the Engineer. The pump around system shall provide a passageway for the stream flow around the work site. See the Example of Pump Around Operation Detail Sheet in the Erosion Control plans.

The quantity of pump around systems may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Item	Section
Special Stilling Basin	1639

Impervious Dike shall meet the specifications as provided elsewhere in this contract.

Pumps shall be of sufficient size to divert the stream flow around the work area, as approved by the Engineer.

Construction Methods

Install *impervious dike(s)* as shown on the plans or as directed. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a *special stilling basin*. Once the work is complete in an area remove the *impervious dike(s)* and pump system, and stabilize the area.

Measurement and Payment

Impervious Dike will be measured and paid for as provided elsewhere in this contract.

Special Stilling Basin will be measured and paid for in accordance with Article 1639-4 of the *Standard Specifications*.

Payment for pumping operations shall be considered incidental to the work of installing pipes, culverts and channels. The pumping operations shall include but not be limited to, diverting the stream flow around the work area and pumping runoff from the work area into a stilling basin, special stilling basin or other sediment control device. No additional payment will be made for furnishing materials or maintenance of the pumping operations for the installation of pipes, culverts and channels.

The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary materials, construction, maintenance and removal of the impervious dike and pump around system.

CONCRETE WASHOUT:

(10-22-15)(Rev. 4-15-25)

Description

Concrete washouts are impermeable enclosures, above or below grade, to contain concrete wastewater and associated concrete mix from cleaning of ready-mix trucks, drums, pumps, tools or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with washout operations.

Acceptable concrete washouts may include constructed earthen structures, above or below ground, or commercially available devices designed specifically to capture concrete wash water.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall consist of a minimum 10 mil thick polypropylene or polyethylene geomembrane.

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed by the Engineer near the project entrance(s) or at location(s) of concrete operations. Structures shall be constructed a minimum of 50 feet from drainage conveyances or jurisdictional streams or wetlands. Alternate structure designs or plans for management of concrete washout may be submitted for review and approval by the Engineer. Include in the alternate plan the method used to retain, treat and dispose of the concrete washout wastewater generated within the project limits and in accordance with the minimum setback requirements.

Install temporary silt fence around the perimeter of the structure enclosure in accordance with the details and as directed by the Engineer if the structure is not located in an area where existing erosion and sedimentation control devices are capable of containing stormwater runoff.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed by the Engineer for visibility to construction traffic.

Install prefabricated concrete washouts, designed specifically to capture concrete wash water, at locations of additional concrete pouring operations. Acceptable systems may include geotextile lined containers, vinyl or plastic containers or roll-off containers, with or without filter bags with a minimum functional holding capacity of 36 cubic feet (1.33 cubic yards). Submit prefabricated concrete washout system for approval by the Engineer prior to installation. Place prefabricated concrete washout devices to a minimum 50 foot setback from drainage conveyances and jurisdictional streams and wetlands. If the minimum setback cannot be achieved, provide secondary containment to prevent accidental release of wastewater from reaching drainage conveyances or streams.

Prefabricated concrete washouts must be clearly and visibly labeled as such, either by the manufacturer on the product itself, or by a sign with the words "Concrete Washout" in close proximity of the concrete washout area so it is clearly visible to site personnel.

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity. Inspect concrete washout structures for damage to liner or structure to maintain functionality.

Maintain prefabricated concrete washout systems per manufacturer's recommendations. Inspect concrete washout structures for damage to linings or structure and repair or replace as necessary.

Remove the concrete washout structures and sign upon project completion. Grade the area to match the existing topography and permanently seed and mulch area. Dispose of prefabricated concrete washout structures according to state or local waste regulations.

Measurement and Payment

Concrete Washout Structure will be measured and paid per each enclosure installed in accordance with the details in the plans. If alternate plans or details are approved, those structures will also be paid for per each approved and installed structure. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to construct, maintain and remove *Concrete Washout Structure* and dispose of residual concrete washout wastewater and concrete solids.

Prefabricated Concrete Washout will be measured and paid per each system installed in accordance with the manufacturer's recommendations. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry

solidification and incidentals necessary to install, maintain and remove *Prefabricated Concrete Washout*, and dispose of residual concrete washout wastewater and concrete solids.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for over excavation or stockpiling or other items necessary to complete this work.

Payment will be made under:

Pay Item	**Pay Unit**
Concrete Washout Structure	Each
Prefabricated Concrete Washout	Each

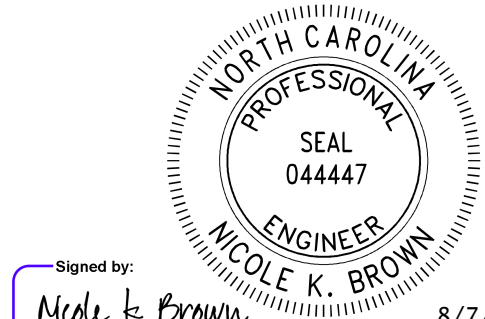
NCDOT TIP: HB-0038 Nash County

PROJECT SPECIAL PROVISIONS

STRUCTURES

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FALSEWORK AND FORMWORK (11-30-23)

GENERAL

Use this Special Provision as a guide to develop temporary works submittals required by the *Standard Specifications* or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term "temporary works" is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

MATERIALS

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

DESIGN REQUIREMENTS

(A) Working Drawings

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than ¾".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the current edition of AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

(1) Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

Height Zone feet above ground	Pressure, lb/ft^2 for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

(2) Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the *Standard Specifications* and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent surface damage.

Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

(B) Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the *Standard Specifications* apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

(A) Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

(B) Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

REMOVAL

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

MEASUREMENT AND PAYMENT

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

NCDOT TIP: HB-0038 Nash County

SUBMITTAL OF WORKING DRAWINGS (1-31-25)

GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, "submittals" refers to only those listed in this Special Provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

To facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via Email: SMU-wdr@ncdot.gov (do not cc SMU Working Drawings staff)

Via US mail:	Via other delivery service:
Mr. D. N. Snoke, P. E.	Mr. D. N. Snoke, P. E.
State Structures Engineer	State Structures Engineer
North Carolina Department	North Carolina Department
of Transportation	of Transportation
Structures Management Unit	Structures Management Unit
1581 Mail Service Center	1000 Birch Ridge Drive
Raleigh, NC 27699-1581	Raleigh, NC 27610
Attention: Mr. J. L. Bolden, P. E.	Attention: Mr. J. L. Bolden, P. E.

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7 (Eastern Regional Office):

Via Email: EastGeotechnicalSubmittal@ncdot.gov

Via US mail:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

For projects in Divisions 8-14 (Western Regional Office):

Via Email: WestGeotechnicalSubmittal@ncdot.gov

Via US mail or other delivery service:

Mr. Eric Williams, P. E.
Assistant State Geotechnical
Engineer – Western Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact:	James Bolden	(919) 707 – 6408
	jlbolden@ncdot.gov	
Secondary Structures Contacts:	Madonna Rorie	(919) 707 – 6508
	mlrorie@ncdot.gov	

Eastern Regional Geotechnical Contact (Divisions 1-7):

Thomas Santee (984) 920-8901

EastGeotechnicalSubmittal@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (980)258-6400

WestGeotechnicalSubmittal@ncdot.gov

SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

The first table below covers "Structure Submittals." The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers "Geotechnical Submittals." The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Submittal Required by Structures Management Unit?	Submittal Required by Geotechnical Engineering Unit?	Contract Reference Requiring Submittal [1]
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework [7]	Y	N	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals [6]	Y	N	"Foam Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	Y	N	"Expansion Joint Seals"
Expansion Joint Seals (modular)	Y	N	"Modular Expansion Joint Seals"
Expansion Joint Seals (strip seals)	Y	N	"Strip Seal Expansion Joints"
Falsework & Forms [2] (substructure)	Y	N	Article 420-3 & "Falsework and Formwork"
Falsework & Forms (superstructure)	Y	N	Article 420-3 & "Falsework and Formwork"
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	"Maintenance and Protection of Traffic Beneath Proposed Structure at Station ___"
Metal Bridge Railing	Y	N	Plan Note

Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings [4,5]	Y	N	Article 1072-8
Miscellaneous Metalwork [4,5]	Y	N	Article 1072-8
Disc Bearings [4]	Y	N	"Disc Bearings"
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) [3]	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	"Optional Precast Reinforced Concrete Box Culvert at Station ___"
Prestressed Concrete Cored Slab (detensioning sequences) [3]	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	Y	N	Article 420-3

Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans [5]	Y	N	Article 1072-8 & "Sound Barrier Wall"
Structural Steel [4]	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station ____"
TFE Expansion Bearings [4]	Y	N	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.

2. Submittals for these items are necessary only when required by a note on plans.

3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.

4. The fabricator may submit these items directly to the Structures Management Unit.

5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.

6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.

7. Submittals are necessary only when the top slab thickness is 18" or greater.

GEOTECHNICAL SUBMITTALS

Submittal	Submittals Required by Geotechnical Engineering Unit	Submittals Required by Structures Management Unit	Contract Reference Requiring Submittal [1]
Drilled Pier Construction Plans [2]	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports [2]	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms [2,3]	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports [2]	Y	N	Subarticle 450-3(F)(3)
Retaining Walls [4]	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring [4]	Y; drawings and calculations	Y; drawings	"Temporary Shoring" & "Temporary Soil Nail Walls"

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.

2. Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.

3. The Pile Driving Equipment Data Form is available from:

4. https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf

CRANE SAFETY (12-5-25)

GENERAL

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

(A) Competent Person: Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

(B) Riggers: Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.

(C) Crane Inspections: Inspection records for all cranes shall be current and readily accessible for review upon request.

(D) Certifications: Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

MEASUREMENT AND PAYMENT

No direct payment will be made for providing information, certifications and documentation required for *Crane Safety*.

GROUT FOR STRUCTURES (12-1-17)

GENERAL

This Special Provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This Special Provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the *Standard Specifications* and this Special Provision.

MATERIAL REQUIREMENT

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the *Standard Specifications*.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3-day compressive strength is achieved.

SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease, and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

MEASUREMENT AND PAYMENT

No separate payment will be made for *Grout for Structures*. The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

SECURING OF VESSELS (10-12-01)

GENERAL

Secure vessels in accordance with Section 107 of the *Standard Specifications* and the following provision.

When utilizing barges, tugboats or other vessels, take all necessary precautions to ensure that such vessels are securely anchored or moored when not in active operation. Take all necessary measures to ensure that the vessels are operated in a manner that avoids damage to or unnecessary contact with bridges and other highway structures and attachments. If severe weather conditions are anticipated or should be anticipated through reasonable monitoring of weather forecasts, take additional measures to protect bridges and other highway structures and attachments from extreme conditions. The Contractor is strictly liable for damages to any bridge or other highway structures or attachments caused by a vessel owned or controlled by the Contractor. The Contractor is also liable to third parties for property damages and loss of revenue caused by vessels under the Contractor's control.

MEASUREMENT AND PAYMENT

No separate payment will be made for *Securing of Vessels*.

NCDOT TIP: HB-0038 Nash County

CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STATION 16+73.00 -L- **(02-21-23)**

GENERAL

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may involve the use of a rock causeway [workpad], a work bridge, or other methods; however, all types of temporary access are required to meet the requirements of all permits, the plans, the Standard Specifications, and this Special Provision.

TEMPORARY ROCK CAUSEWAY [WORKPAD]

At the contractor's option, construction of a temporary rock causeway [workpad] within the limits shown on the plans is acceptable, provided the causeway [workpad] impacts are in compliance with all permits. Build the causeway [workpad] with Class II riprap topped by a layer of Class B riprap or as otherwise designated on the plans or approved by the Engineer. If desired, recycle the Class II riprap used in the causeway [workpad] for placement in the final riprap slope protection as directed by the Engineer. No payment will be made for recycled riprap as this material is considered incidental to the causeway [workpad] placement and removal. If this option is exercised, no adjustment in contract bid price will be allowed due to an underrun in the quantity of "Rip Rap Class II (2'-0" Thick)".

Completely remove all causeway [workpad] material including pipes and return the entire causeway [workpad] footprint to the original contours and elevations within 90 days of the completion of the deck slab or as otherwise required by permits.

For sites affected by moratoriums or restrictions on in-stream work: Do not construct or remove causeway [workpad] during the moratorium period shown on the permit. If the completion of the deck slab falls within the prohibitive dates for causeway [workpad] construction or removal, begin causeway [workpad] removal immediately following the prohibitive dates.

TEMPORARY WORK BRIDGE

At the contractor's option, construction of a temporary work bridge in lieu of the causeway(s) [workpad] is acceptable, provided the temporary work bridge satisfies all permits. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

MEASUREMENT AND PAYMENT

Construction, Maintenance and Removal of Temporary Access at Station 16+73.00 -L- will be paid under the lump sum price bid for the above work, or other methods of access, including all material, pipes, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Construction, Maintenance and Removal of Temporary Access at Sta. 16+73	Lump Sum

ASBESTOS ASSESSMENT (11-30-23)

INSPECTION FOR ASBESTOS CONTAINING MATERIAL

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

___ ACM was found

___ ACM was not found

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the *Standard Specifications*.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days

prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU 3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information
Health Hazards Control Unit (HHCU)
N.C. Department of Health and Human Services
1912 Mail Service Center
Raleigh, NC 27699-1912
Telephone: (919) 707-5950
Fax: (919) 870-4808

SPECIAL CONSIDERATIONS

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County
WNC Regional Air Pollution Control Agency
49 Mt. Carmel Road
Asheville, NC 28806
(828) 250-6777

Forsyth County
Environmental Affairs Department
537 N. Spruce Street
Winston-Salem, NC 27101
(336) 703-2440

Mecklenburg County
Land Use and Environmental Services Agency
Mecklenburg Air Quality
700 N. Tryon Street
Charlotte, NC 28202
(704) 336-5430

ADDITIONAL INFORMATION

Additional information may be found on N.C. asbestos rules, regulations, procedures, and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

https://epi.dph.ncdhhs.gov/asbestos/ahmp.html

MEASUREMENT AND PAYMENT

Asbestos Assessment Payment will be paid at the lump sum contract unit price and will be full compensation for all asbestos inspections, reports, permitting and notifications.

Payment will be made under:

Pay Item	**Pay Unit**
Asbestos Assessment	Lump Sum

REMOVAL OF EXISTING STRUCTURES (SPECIAL)

DESCRIPTION

The existing structure shall be removed in accordance with Section 402 of the Standard Specifications except as noted below:

Remove all elements of the end bents to the floodplain elevations, and remove the interior bents, piles included in their entirety.

No separate measurement will be made for this work and the entire cost of this work shall be included in the lump sum price bid for "Removal of Existing Structure at Station 16+73.00 -L-."

NCDOT TIP: HB-0038 Nash County

BOATER SAFETY PLAN (SPECIAL)

DESCRIPTION

The Contractor shall install items for and implement a boater safety plan as detailed in the project permits and as directed by the Engineer.

MEASUREMENT AND PAYMENT

Payment at the contract lump sum bid price for *Boater Safety Plan* will be full compensation for all work covered by this provision including but not limited to furnishing, installing, maintaining, and removing all items related to the boater safety plan as detailed in the project permits, other contract documents, *Standard Specifications* and as directed by the Engineer. Such work also includes, but is not limited to, providing barriers that are signed, marked and illuminated consistent with Uniform Waterway Marking System and in accordance with NCDOT guidelines and standards and providing temporary signage and installing per the Boater Safety Plan. Additional work may include floating turbidity curtains, danger markers, Hazard Analysis Forms, safety forms, training employees, "No Wake" buoys as needed, agency contact, public notification and as directed by the engineer.

Pay Item	Pay Unit
Boater Safety Plan	Lump Sum

WATER LINE SUSPENSION SYSTEM (SPECIAL)

DESCRIPTION

The Contractor shall install the water line pipe suspension system as detailed in the Structure Plans and Structure Utility Plans.

MEASUREMENT AND PAYMENT

Payment at the contract lump sum price for **Water Line Pipe Suspension System** will be full compensation for furnishing and installing steel pipe sleeves, pipe hangers, lateral braces, concrete deck inserts, and all associated labor, materials, equipment, and incidentals necessary to complete the work in accordance with the plans and specifications and as directed by the Engineer.

Pay Item	Pay Unit
Suspension System for 8" Water Line	Lump Sum

GAS LINE CONCRETE DECK INSERTS (SPECIAL)

DESCRIPTION

The Contractor shall install concrete deck inserts for attachment of the gas line suspension system (by others) as detailed in the Structure Plans and Structure Utility Plans.

MEASUREMENT AND PAYMENT

Payment at the contract lump sum price for **Gas Line Concrete Deck Inserts** will be full compensation for furnishing and installing the concrete deck inserts and all associated labor, materials, equipment, and incidentals necessary to complete the work in accordance with the plans and specifications and as directed by the Engineer.

Pay Item	Pay Unit
Concrete Deck Inserts for 4" Gas Line	Lump Sum

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 10-15-24) Z-1

PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

PERMIT	AUTHORITY GRANTING THE PERMIT
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Water Resources, DEQ State of North Carolina
Buffer Certification	Division of Water Resources, DEQ State of North Carolina

The Contractor shall comply with all applicable permit conditions during construction of this project.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT
WRDA / TRANSPORTATION BRANCH
3331 HERITAGE TRADE DRIVE SUITE 105
WAKE FOREST NC 27587

July 28, 2026

Regulatory Division
SAW-2024-01113

Sent Via email: glwright@ncdot.gov

Garry Wright
NCDOT Division 4 Environmental Officer
509 Ward Blvd
Wilson, NC 27893

Dear Mr. Wright:

This letter is in response to the Pre-Construction Notification (PCN) you submitted to the Wilmington District, WRDA / Transportation Branch on June 21, 2026, for a Department of the Army Nationwide Permit (NWP) verification. This project has been assigned the file number SAW-2024-01113 and is known as NCDOT / HB-0038 / Br 110 / SR 1745 / Nash / Div 4. This file number should be referenced in all correspondence concerning this project.

A review of the information provided indicates that the proposed work would include the replacing the existing two-lane bridge structure with an approximately 34-foot-wide structure that includes two 11-foot travel lanes and six-foot paved shoulders on either side of the bridge. The proposed structure would be lengthened from 300 feet to approximately 315 feet. The approach roadway would extend approximately 399 feet to the west and 899 feet to the east of the proposed bridge structure. The roadway approaches include two 11-foot travel lanes with five foot and six-foot paved shoulders on either side.. The project area for this determination includes the area which is illustrated on the enclosed site plans/maps. The project/review area is located at and around Latitude 35.883300 and Longitude -77.895750; near Rocky Mount, Nash County, North Carolina.

WETLAND AND SURACE WATER IMPACTS SUMMARY							
Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)
15+61.06/ 17+92.45	Bridge	-	-	-	0.223	-	-
16+15.50/17+30.50	Bridge	-	-	0.006	-	-	-
15+48.16/18+42.75	Causeway	-	-	-	0.362	-	-
TOTALS:		**-**	**-**	**0.006**	**0.585**	**-**	**-**

We have determined that the proposed work is authorized by NWP 3 pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C § 1344). The proposed work must be accomplished in strict accordance with the general permit conditions, any regional conditions, the special conditions listed in this letter, the application materials, and the enclosed plans. If the extent of the project area and/or nature of the authorized impacts to waters are modified, a revised PCN must be submitted to this office for written approval before work is initiated. Any violation of permit conditions or deviation from your submitted plans may subject the permittee to enforcement action.

This verification is valid until **March 15, 2031**, unless prior to this date the subject NWP(s) is suspended, revoked, or is modified such that the activity no longer complies with the terms and conditions of this NWP. If you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Project Specific Special Conditions:

1. The temporary construction causeway shall be limited to the minimum size necessary to support bridge construction and shall not exceed the dimensions shown on the approved plans. Upon completion of construction, the permittee shall remove the temporary causeway, including all temporary fill and associated materials, and restore the affected area to pre-construction contours and elevations to the maximum extent practicable.
2. At no time shall temporary construction causeways, cofferdams, work pads, stockpiles, or other temporary fills occupy or obstruct more than 50 percent of the waterbody width. Construction shall be staged to maintain at least 50 percent of the channel unobstructed for the safe passage of watercraft, the conveyance of normal and flood flows, and the protection of aquatic resources.
3. This Department of the Army permit does not authorize you to take an endangered species, in particular the Neuse River waterdog (*Necturus lewisi*). In order to legally take a listed species, you must have separate

authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or a BO under ESA Section 7, with “incidental take” provisions with which you must comply). The attached October 15, 2019 US Fish and Wildlife Service Biological Opinion, as modified by the September 30, 2024 Addendum, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” that is also specified in the BO-A. Your authorization under this permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the attached BO-A, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your permit. The U.S. Fish and Wildlife Service is the appropriate authority to determine compliance with the terms and conditions of its BO-A / BO, and with the ESA.

4. The U.S. Fish and Wildlife Service’s (USFWS’s) Programmatic Conference Opinion (PCO) titled "NCDOT Program Effects on the Tricolored Bat in Divisions 1-8”, dated November 20, 2023, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” that are specified in the PCO. Your authorization under this Corps permit is conditional upon your compliance with all the mandatory terms and conditions associated with incidental take of the PCO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the PCO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PCO, and with the ESA.

This NWP verification does not preclude the necessity to obtain any other Federal, State, or local permits, licenses, and/or certifications, which may be required.

If you have any questions related to this verification or have issues accessing documents referenced in this letter, please contact Matthew Martin, Project Manager of the WRDA / Transportation Branch at 984-800-3741, by mail at the above address, or by email at matthew.k.martin@usace.army.mil. Please take a moment to complete our customer satisfaction survey located at https://regulatory.ops.usace.army.mil/customer-service-survey/.

Sincerely,



M. Scott Jones, PWS
Chief, WRDA/Transportation Branch

Enclosures

U.S. Army Corps of Engineers (USACE)

CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved -
OMB No. 0710-0003
Expires 2027-10-31

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, Wilmington District, Regulatory Office.

The certification can be submitted by email at matthew.k.martin@usace.army.mil or by mail at the below address:

U.S. Army Corps of Engineers
Wilmington District Office
Street Address: 3331 Heritage Trade Drive
City: Wake Forest State: NC Zip Code: 27587

COMPLETED BY THE CORPS

Corps Action Number: SAW-2024-01113

Permit Type: General Permit

General Permit Number and Name (*if applicable*): NWP 3

Name of Permittee: Garry Wright

Project Name: NCDOT / HB-0038 / Br 110 / SR 1745 / Nash / Div 4

Project Location (*physical address*): Latitude 35.883300 and Longitude -77.895750
Rocky Mount, North Carolina

PERMITTEE'S CERTIFICATION

Date Work Started: _____

Date Work Completed: _____

Enclose photographs showing the completed project (*if available*).

I _____ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

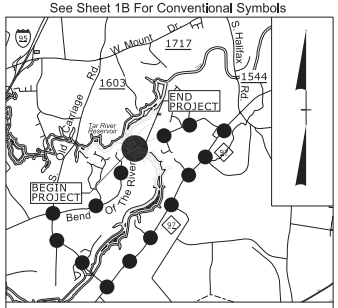
Name	Date	Signature

09/08/99

TIP PROJECT: HB-0038

CONTRACT: _____

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



OFFSITE DETOUR ROUTE

VICINITY MAP (NTS)

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

NASH COUNTY

LOCATION: *BRIDGE 630110 ON SR 1745 (BEND OF THE RIVER ROAD) OVER THE TAR RIVER RESERVOIR*

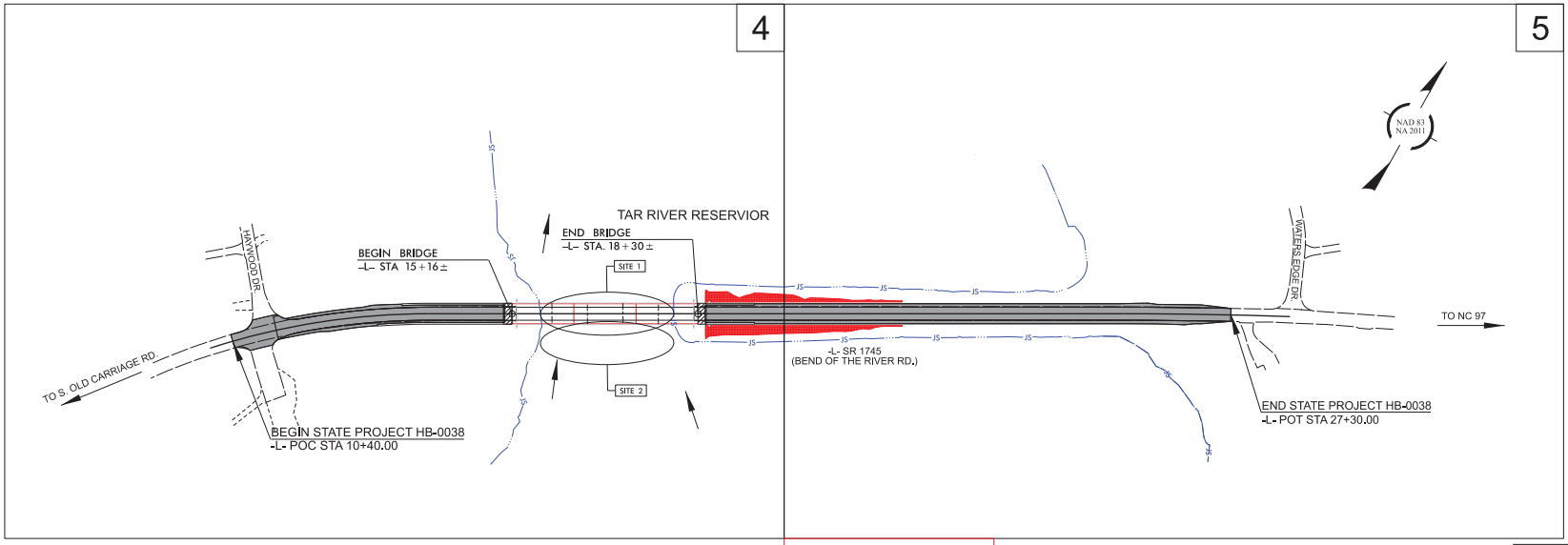
TYPE OF WORK: *GRADING, DRAINAGE, PAVING, AND STRUCTURE.*

WETLAND AND SURFACE WATER IMPACTS PERMIT

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	HB-0038	1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION
50636.1.1	N/A	PE
50636.2.1	N/A	ROW
50636.2.2	N/A	UTILITIES
50636.3.1	N/A	CONST.

RIGHT OF WAY PLAN SET



Permit Drawing
Sheet 1 OF 5

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

THIS IS A NON CONTROLLED ACCESS FACILITY.
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

GRAPHIC SCALES

50 25 0 50 100
PLANS

50 25 0 50 100
PROFILE (HORIZONTAL)

10 5 0 10 20
PROFILE (VERTICAL)

DESIGN DATA

ADT 2026 = 1,977
ADT 2046 = 2,628
K = 10%
D = --
T = 6% *
V = 60 MPH
* TTST = 6 DUAL
FUNC CLASS = LOCAL
SUB-REGIONAL TIER

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT HB-0038 = 0.261 MILES

LENGTH STRUCTURES TIP PROJECT HB-0038 = 0.059 MILES

TOTAL LENGTH TIP PROJECT HB-0038 = 0.320 MILES

NCDOT CONTACT: RACHEL EVANS, PE
DIVISION 4

509 WARD BLVD.
WILSON, NC 27895

DIRECT: (252)640-6434
RCEVANS@NCDOT.GOV

Prepared In the Office of:
STV Engineers, Inc.
400 Hillsborough St. Suite 430
Raleigh, NC 27603
NC License Number F-0991

2024 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE: OCTOBER 15, 2025

LETTING DATE: NOVEMBER 17, 2026

E. NEAL PASCHAL, PE
PROJECT ENGINEER

SARA S. LOUKILI, PE
PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

_____ P.E.
SIGNATURE:

ROADWAY DESIGN ENGINEER

_____ P.E.
SIGNATURE:

STATE OF NORTH CAROLINA · DEPARTMENT OF TRANSPORTATION ·

HB-0038 P-6 Nash County

HB-0038
ROW | 004

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
NASH COUNTY

ROADWAY DESIGN UNIT
ROADWAY DESIGN ENGINEER

PRELIMINARY NOT FOR CONSTRUCTION
PETER LLOYD
ENGINEER

PREPARED BY:
STV Engineers, Inc.
Cary, NC 27518
NC License #C-2502

REVISIONS

MATCH LINE -L- STA 20+00.00 SEE SHEET 5

TAR RIVER RESERVOIR
BEGIN ROCK PLATING
-L- STA. 18+41±

EST. 192 TON
CL-II RIP RAP

BEGIN SBG
STA. 18+56 -L- LT

END SBG
STA. 19+26
-L- LT

BEGIN ROCK PLATING
-L- STA. 18+45±

RETAIN EXISTING
RIP RAP

EST. 254 CY
UNCLASSIFIED STRUCTURE
EXCAVATION

TAR RIVER RESERVOIR

SW = TEMPORARY IMPACTS IN SURFACE WATER 0.082 ACRE

SW = TEMPORARY IMPACTS IN SURFACE WATER 0.213 ACRE

SW = PERMANENT IMPACTS IN SURFACE WATER 0.022 ACRE

CAUSEWAY WILL NOT BLOCK FLOW OF WATER AT ONE TIME

WD DOCK

END SBG
STA. 14+89 -L- LT

EST. 166 TON
CL-II RIP RAP

WD BULKHEAD

EXISTING DITCH
SEE DETAIL 4A

EST. 554 CY
UNCLASSIFIED STRUCTURE
EXCAVATION

RETAIN EXISTING
RIP RAP

END SBG
STA. 14+89 -L- RT

EXISTING DITCH
SEE DETAIL 4B

BEGIN SBG
STA. 13+31 -L- LT

BEGIN SBG
STA. 12+88 -L- RT

JAMES RICHARD SHARPE, III
DB 2913/PG 555
PB 15/PG 192

RICHARD D. JOYNER, ET UX
DB 3411/PG 924
PB 10/PG 192

SR 1942 HAYWOOD DR.
20' PAVED ROADWAY

15" RCP

24" WD POLE

GROVER L. WEBB, ET UX
DB 1442/PG 157
PB 14/PG 182

CITY OF ROCKY MOUNT
NO DEED FOUND
PB 8/PG 36

NAD 83
NA 2011

SURFACE WATER IMPACTS

S S

TEMPORARY SURFACE WATER IMPACTS

TS TS

GRAPHIC SCALE
50' 25' 0 50' 100'
PLANS

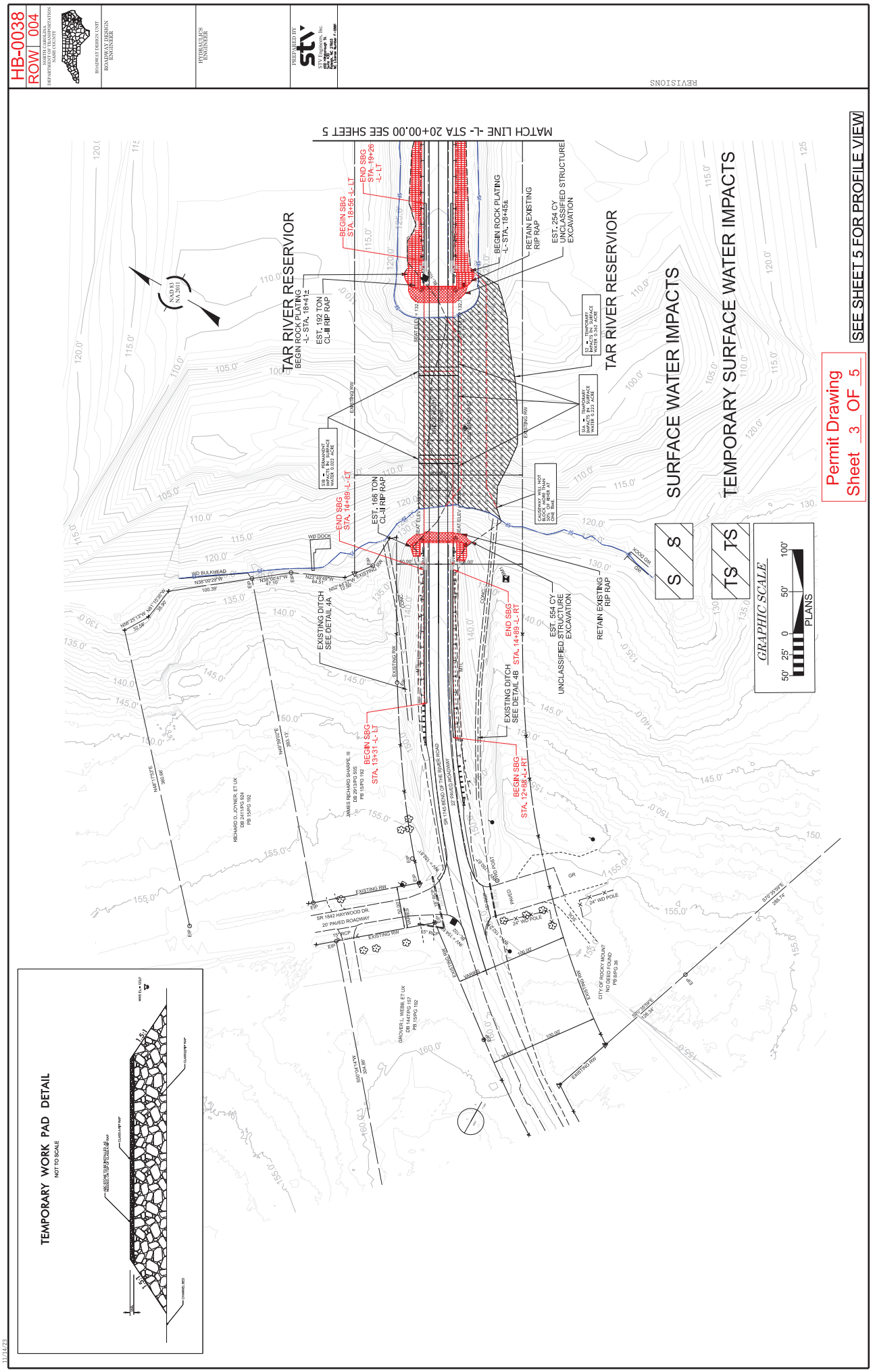
Permit Drawing
Sheet 2 OF 5

SEE SHEET 5 FOR PROFILE VIEW

TEMPORARY WORK PAD DETAIL
NOT TO SCALE

11/14/23

$$$-USER NAME-$$$ $$$-DATE-$$$


HB-0038
ROW | 004
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION NASH COUNTY
ROADWAY DESIGN UNIT
ROADWAY DESIGN ENGINEER
PREPARED BY:
STV Engineers, Inc.
REVISIONS
MATCH LINE -L- STA 20+00.00 SEE SHEET 5
TAR RIVER RESERVOIR
BEGIN ROCK PLATING -L- STA. 18+41±
EST. 192 TON CL-II RIP RAP
BEGIN SBG STA. 18+56 -L- LT
END SBG STA. 19+26 -L- LT
BEGIN ROCK PLATING -L- STA. 18+45±
RETAIN EXISTING RIP RAP
EST. 254 CY UNCLASSIFIED STRUCTURE EXCAVATION
TAR RIVER RESERVOIR
SURFACE WATER IMPACTS
TEMPORARY SURFACE WATER IMPACTS
SEE SHEET 5 FOR PROFILE VIEW
Permit Drawing
Sheet 3 OF 5
GRAPHIC SCALE
PLANS
EST. 166 TON CL-II RIP RAP
END SBG STA. 14+89 -L- LT
EXISTING DITCH SEE DETAIL 4A
EST. 554 CY UNCLASSIFIED STRUCTURE EXCAVATION
RETAIN EXISTING RIP RAP
END SBG STA. 14+89 -L- RT
EXISTING DITCH SEE DETAIL 4B
BEGIN SBG STA. 13+31 -L- LT
BEGIN SBG STA. 12+88 -L- RT
SR 1942 HAYWOOD DR.
20' PAVED ROADWAY
TEMPORARY WORK PAD DETAIL
NOT TO SCALE
11/14/23
$$$-USER NAME-$$$ - $$$-DATE-$$$

HB-0038
ROW 006

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
NASH COUNTY

ROADWAY DESIGN UNIT
ROADWAY DESIGN
ENGINEER

PROJECT ENGINEER

PREPARED BY:
STV Engineers, Inc.
Cary, NC 27518
NC License #C-0910

REVISIONS

Permit Drawing
Sheet 4 OF 5

SEE SHEET 4 FOR PLAN VIEW

BRIDGE HYDRAULIC DATA

DESIGN DISCHARGE	= 18389	CFS
DESIGN FREQUENCY	= 25	YRS
DESIGN HW ELEVATION	= 1308	FT
DRAINAGE AREA	= 7140	SQ MI
BASE DISCHARGE (000)	= 24.1M	CFS
BASE HW ELEVATION	= 1318	FT
OVERTOPPING DISCHARGE =	25000	CFS
OVERTOPPING FREQUENCY=	10+	YRS
OVERTOPPING ELEVATION =	1295	FT

END MILLING & OVERLAY
BEGIN GRADE
-L- STA. 11+25.00
EL. 154.45'
EXISTING GRADE
EXIST (-)3.1429%
BEGIN STATE PROJECT HB-0038
BEGIN MILLING & OVERLAY
-L- STA. 10+40.00
-L-
(-)3.0000%
12+30.00
151.30
VPC
(-)3.0000%
13+30.00
148.30
VPI
(-)2.0576%
14+30.00
146.24
VPT
(-)2.0576%
BEGIN BRIDGE
STA. 13+16±
EL. 144.47'
-L-
ABUTMENT EXCAVATION
TO ELEV. +134.80'
EST. 1,384 CY
RETAIN EXISTING
RIP RAP
BM #1 RR SPIKE IN BASE OF 16" OAK
-BL- STA 23+50.00, 80.00' RT
-L- STA 14+77.88, 80.31' RT
EL. 139.18'
25-YEAR W.S.E.
ELEV=130.8'
100-YEAR W.S.E. ON
(08-23-24) = 129.0'
PROPOSED GRADE
-L-
(-)2.0576%
END BRIDGE
STA. 18+30±
EL. 138.01'
ABUTMENT EXCAVATION
TO ELEV. +128.00'
EST. 2,264 CY
RETAIN EXISTING
RIP RAP
THEORETICAL 10+ YR SCOUR

$$$-USER_NAME-$$$ - $$$-DATE-$$$
11/14/23

WETLAND AND SURACE WATER IMPACTS SUMMARY

			WETLAND IMPACTS					SURFACE WATER IMPACTS				
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1A	15+61.06/ 17+92.45	Bridge							0.223			
1B	16+15.50/17+30.50	Bridge						0.006				
2	15+48.16/18+42.75	Causeway							0.362			
TOTALS*:			**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.022**	**0.585**	**0**	**0**	**0**

*Rounded totals are sum of actual impacts

NOTES:

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
April 20th, 2026
Nash County

HB-0038

SHEET 5 OF 5

Revised 2018 Feb

HB-0038 P-10 Nash County

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES

WATER QUALITY GENERAL CERTIFICATION NO. 8562

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 3 (MAINTENANCE)

Water Quality General Certification Number 8562 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in the corresponding Nationwide Permit issued pursuant to 33 CFR 330 of the US Army Corps of Engineers regulations.

The State of North Carolina certifies that the specified category of activity will comply with water quality requirements and applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

Effective date: March 15, 2026

Signed this day: December 15, 2025

By

DocuSigned by:
Richard E. Rogers, Jr.
B2B16AD426A64B6...

Richard E. Rogers, Jr.
Director

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

GC8562

GENERAL CERTIFICATION COVERAGE:

Activities authorized by Coastal Area Management Act (CAMA) General Permits that are eligible for US Army Corps of Engineers Nationwide Permit 3 qualify for coverage under this General Certification as long as they comply with all of the Activity Specific and General Conditions of this Certification listed below.

All other activities that are eligible for US Army Corps of Engineers Nationwide Permit 3 qualify for coverage under this General Certification unless they meet one of the thresholds listed below. Activities meeting any one (1) of the thresholds or circumstances listed below are not eligible for coverage under this General Certification and therefore require *an Individual* 401 Water Quality Certification from the Division of Water Resources (DWR).

a) If any of the conditions of this General Certification cannot be met; or
b) Total permanent impacts to streams greater than or equal to 300 linear feet; or
c) Total permanent impacts to wetlands equal to or greater than one-half (1/2) acre; or
d) Total permanent impacts to open waters equal to or greater than one-half (1/2) acre; or
e) Any project proposing to satisfy compensatory mitigation through Permittee Responsible Mitigation; or
f) Any high-density project, as determined by the density thresholds and criteria specified in 15A NCAC 02H .1017(4) which triggers all of the following thresholds:
    i. Proposes to disturb one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
    ii. Has permanent wetland, stream, or open water impacts; and
    iii. Is proposing new built-upon area; and
    iv. Is not subject to a stormwater management plan review and approval under a state stormwater program[1] or a state-approved local government stormwater program[2], or has vested rights, exemptions, or other legacy rights or exemptions from state or locally-implemented stormwater programs or propose to satisfy state or locally-implemented stormwater programs through use of community in-lieu fee programs

For the purposes of the thresholds above (a-f), the Permittee shall account for all impacts from the Single and Complete Project (e.g. impacts from dedicated borrow and waste sites, impacts from associated infrastructure/utilities) as determined by the US Army Corps of Engineers, and all secondary indirect impacts resulting from the proposed activities.

Activities listed under Section I of this General Certification must receive a Certificate of Coverage from DWR prior to initiation of any activities covered by this General Certification.

[1] e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES
[2] e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

GC8562

I. NOTIFICATION AND REQUIREMENTS FOR CERTIFICATE OF COVERAGE:

Activities listed in this Section must obtain a Certificate of Coverage from DWR prior to initiation of any activities covered by this General Certification.

If the activity is authorized or proposed for authorization by a Coastal Area Management Act (CAMA) Major Permit, then skip to k) in this list.

a) Total temporary and permanent new impacts and/or additions to existing structures to streams greater than or equal to 150 linear feet including any topographic/slope stabilization or in-stream stabilization needed for stream crossings; or
b) Total temporary and permanent new impacts and/or additions to existing structures to wetlands equal to or greater than one-tenth (1/10) acre; or
c) Total temporary and permanent new impacts and/or additions to existing structures to open waters and/or ditches subject to Section 404 of the Clean Water Act (CWA) equal to or greater than one-tenth (1/10) acre; or
d) Any impacts to streams or wetlands from excavation or dredging other than excavation that is conducted as preparation for installing permanent fill or structures; or
e) Any stream restoration or relocation **except for**:
    i. Stream relocations that are conducted for the purpose of proper culvert installation, alignment, protection, repair or maintenance where the relocation length is equal to or less than 50 linear feet in length and the relocated stream is designed and installed based on current natural channel techniques; or
    ii. Repairs to previously authorized restoration or relocation projects using the same authorized design; or
f) Complete dewatering and drawdowns to a sediment layer related to pond/dam maintenance or removal unless the dewatering activity has been designed to ensure no discharge of sediment will occur into downstream waters AND has been covered by a Sediment and Erosion Control Plan Approval from the Division of Energy, Mineral, and Land Resources (DEMLR) or a delegated local program; or
g) Any sediment and erosion control measures installed in wetlands or waters beyond the footprint of temporary and/or permanent wetland and/or waters impacts covered by this General Certification; or
h) Any impacts to SAV or significant shellfish resources as identified by the Division of Marine Fisheries (DMF); or
i) Any permanent impacts to Unique Wetlands (UWL) [15A NCAC 02B .0231]; or
j) Any impacts to streams and/or open waters that are subject to state regulated riparian buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [15A NCAC 02B .0714; 15A NCAC 02B .0734; 15A NCAC 02B .0614; 15A NCAC 02B .0724; 15A NCAC 02B .0267; 15A NCAC 02B .0607] in effect at the time of application) *unless*:
    i. The activities are listed as “EXEMPT” or “DEEMED ALLOWABLE” from these rules; or

ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or

iii. A Buffer Authorization Certificate, Certificate with Exception, or Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23; or

iv. Site access, equipment storage, and work is done solely from or in the water, avoiding all land disturbance in or near the buffer; or

k) Activities authorized or proposed for authorization by a Coastal Area Management Act (CAMA) Major Permit **except for** projects that are covered by any one of the following criteria:

i. Boat Ramps and associated necessary infrastructure (i.e. roads and parking lots) that comply with all of the following:

A. Excavation or fill of wetlands and/or open water area is less than 500 square feet total; and

B. Excavation or fill of coastal wetlands (as defined in 15A NCAC 07H .0205) is equal to or less than 100 square feet;

ii. Living shorelines/marsh sills that comply with all of the following:

A. the landward edge of the sill does not extend waterward of the normal high water or normal water line more than 30 feet or five feet waterward of the existing wetlands whichever distance is greater; and

B. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and

C. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

D. the activity does not result in any fill landward of the toe of the sill alignment; or

iii. All other shoreline protection measures not covered by item ii above that comply with all of the following:

A. tie into existing bulkheads, land, or other shoreline protection measures or do not extend waterward of the normal high water or normal water line more than 10 feet; and

B. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and

C. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

D. Excavation or fill of wetlands and/or open water area is less than 500 square feet total; and

E. Excavation or fill of coastal wetlands (as defined in 15A NCAC 07H .0205) is equal to or less than 100 square feet;

iv. Piers and docks designed to accommodate up to, but not exceeding, 10 vessels that comply with all of the following:

A. the water depth is equal to or greater than two feet of water at normal low water level or normal water level (whichever is applicable); and

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

B. they are not located within Outstanding Resource Waters (ORW) as defined in 15A NCAC 02B .0225;

v. Any other projects that involve only shading of waters or wetlands that are not covered by item (iv) above;

vi. Maintenance dredging to restore the documented historical dimensions of the dredged channel of less than 0.5 acres of open water or non-vegetated wetlands, that comply with all of the following:
   A. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and
   B. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

vii. Utility lines as long as all impacts are temporary;

viii. New development (impacts shall include the entire project, including but not limited to: boat ramps, bulkheads or other shoreline stabilization measures) that comply with all of the following:
   A. Excavation or fill of non-coastal wetlands and/or open water area is less than 1/10 acre total; and
   B. Excavation or fill within a Coastal Shoreline Area of Environmental Concern (AEC) is no more than 2,000 square feet

For the purposes of the thresholds above (a-k), the Permittee shall account for all impacts from the Single and Complete Project (e.g. impacts from dedicated borrow and waste sites, impacts from associated infrastructure/utilities) as determined by the US Army Corps of Engineers, and all secondary indirect impacts resulting from the proposed activities.

A note: In accordance with 15A NCAC 02H .0506(c) and Session Law 2017-10, compensatory mitigation is required for losses from the entire single and complete project of greater than or equal to 300 linear feet of perennial streams and/or greater than or equal to 0.10 acre of wetlands, whether a Certificate of Coverage or an Individual is required.

II. ACTIVITY SPECIFIC CONDITIONS

1. Disturbed streambanks shall be stabilized at the end of each working day to ensure downstream water quality standards are maintained throughout construction. Streambanks shall be permanently stabilized with native riparian vegetation when practical. Temporary vegetation utilized for immediate stabilization and erosion control shall consist of native vegetation or annual vegetation such that it will not compete with permanent vegetation. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

2. All bulkhead backfill material shall be obtained from a high ground source and confined landward of the permitted bulkhead and shall consist of clean, earthen material free of any pollutants except in trace quantities. Metal products, organic materials concrete, bricks, or other non-earthen debris shall not be used. *Citation: 15A NCAC 02H .0506(b)*

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

3. The proposed bulkhead is a maximum of two (2) feet waterward of existing bulkhead, mean high water, normal high water or normal water level. (if necessary: along the most waterward alignment) *Citation: 15A NCAC 02H .0501 and .0502 and 15A NCAC 02H .0506 (b)(1)-(3)*

4. For living shorelines, the sills shall have at least one ten-foot opening every 100 feet and may be staggered or overlapped or left open as long as the five-foot separation between sections is maintained. Overlapping sections shall not overlap more than 10 feet. *Citation: 15A NCAC 02H .0506(b)(1) and (3); 15A NCAC 02H .0507(c)*

5. For living shorelines, the permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation and turbidity within waters and wetlands outside the permitted area. This shall include, but is not limited to, the immediate installation of silt fencing, turbidity curtains or similar appropriate devices around all areas subject to soil disturbance. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act and the Mining Act of 1971. *Citation: 15A NCAC 02H .0506(b)(1) and (3); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

If this Water Quality Certification is used for performing maintenance dredging on canals or boat basins, then the following Activity Specific Conditions shall apply to those impacts.

6. When performing maintenance dredging on canals or boat basins they shall not be dredged beyond their original depth and width. The area shall not be dredged to a depth deeper than the receiving water. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

7. All dredge and/or fill material shall be placed on high ground and the effluent water from the dredge spoil shall not be released into open shellfish waters unless Shellfish Sanitation (252-515-5656, ext. 0) and the DWR Washington (252-946-6481) or Wilmington (910-796-7215) Regional Office, as applicable, are notified and provide approval prior to the release. *Citation: 15A NCAC 02B .0221; 15A NCAC 02H .0507(c)*

8. The terminal end of the pipeline from the dredge into the retention area shall be positioned at a maximum distance from spillways to allow adequate settling of suspended solids and a sufficient distance from any part of the dike so as to preclude dike erosion by the pipeline discharge. Effluent shall be released waterward of emergent marsh or tidal flats when located within these systems. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

9. A water control structure shall be installed at the intake end of the effluent leading from the retention area in order to ensure maximum settling of suspended solids and control of discharge volumes. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

10. The flow from any diked retention area shall be contained by pipe, metal or wooden trough, or similar device to a point waterward of any emergent vegetation along the shoreline unless it can be clearly shown by the permittee that a different design will result in less environmental impact. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*\

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11. Sufficient freeboard shall be maintained within the diked disposal area during the dredging operation to assure the integrity of the dike structure and the containment of the dredged material. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

12. Hydraulic dredging which utilize an upland diked disposal basin with a return pipe for the return water shall utilize the "two basin" design. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

13. The appropriate turbidity water quality standard shall not be exceeded or be above natural background conditions as stipulated in 15A NCAC 02B .0211(21) or 02B .0220(19). *Citation: 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

14. Disposal area dikes shall be stabilized with vegetative cover within one (1) day after construction to minimize erosion. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

If this Water Quality Certification is used for utility-related impacts, then the following Activity Specific Conditions shall apply to those impacts.

15. Any construction corridor that is parallel to a stream or open water shall not be closer than 10 feet to the top of bank or ordinary high-water mark. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

16. Where there are temporary or permanent impacts from stream crossings, underground utility lines shall cross the stream channel at a near-perpendicular direction (i.e., between 75 degrees and 105 degrees to the stream bank). Utility line replacements within existing easements or alignments may follow the existing alignments. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

17. Construction corridors in wetlands and/or across stream channels shall be minimized to the maximum extent practicable and shall not exceed 40 feet wide.

    For construction corridors in wetlands and across stream channels, stumps shall be grubbed only as needed to install the utility line, and remaining stumps shall be cut off at grade level. The general stripping of topsoil within wetlands along the construction corridor is prohibited. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

18. Permanent maintained access corridors in wetlands and across stream channels shall be restricted to the minimum width practicable and shall not exceed 30 feet wide for underground utilities. For parallel adjacent lines with less than 20 feet between them, the permanent maintained corridor shall be restricted to the minimum width practicable not to exceed 15 feet from the edge of the outer most lines. Parallel adjacent lines with 20 feet or more between them shall be treated as individual lines with the access corridor the minimum width practicable, not to exceed 30 feet wide for each line. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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19. For all utility lines constructed within wetlands, an anti-seep collar shall be placed at the downstream (utility line gradient) wetland boundary and every 150 feet up the gradient until the utility exits the wetland. Anti-seep collars may be constructed with class B concrete, compacted clay, PVC pipe, or metal collars. Wetland crossings that are directionally drilled, and perpendicular wetland crossings that are open cut and less than 150 feet long do not require anti-seep collars. The compacted clay shall have a specific infiltration of 1 X 10^{-5} cm/sec or less. A section and plan view diagram is attached for the anti-seep collars.

    The following specifications shall apply to class B concrete:

    i. Minimum cement content, sacks per cubic yard with rounded coarse aggregate 5.0
    ii. Minimum cement content, sacks per cubic yard with angular coarse aggregate 5.5
    iii. Maximum water-cement ratio gallons per sack 6.8
    iv. Slump range 2" to 4"
    v. Minimum strength - 28-day psi 2,500

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

20. The permittee shall restore wetland contours to pre-construction conditions. Any excess material will be removed to a high ground disposal area.

    The mixing of topsoil and subsoils within the wetlands along utility corridors shall be minimized to the greatest extent practical. During excavation, the soils shall be placed on fabric to minimize impacts whenever possible. Topsoil excavated from utility trenches will be piled separately from subsoils and will be backfilled into the trench only after the subsoils have been placed and compacted. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

III. GENERAL CONDITIONS

1. For all activities that require a Certificate of Coverage under Section I of this General Certification: The Certificate of Coverage is issued specifically for the plans, specifications, and associated application materials for the proposed project approved by DWR by the issuance of the Certificate of Coverage. Any final construction plans for a project must include or reference the application and plans submitted to the DWR. The Permittee must evaluate all other acquired permits to ensure that they are consistent with the plans submitted to the DWR, and all relative impacts are accounted for and shown on the final construction plans. Any modifications or additional impacts to streams and/or wetlands within the project require the permittee to notify the DWR and may require submission of a new application package with the appropriate fee to redetermine eligibility under this General Certification. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

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2. If the property is sold, the Permittee shall provide the new owner with a copy of this General Certification and all plans and specifications incorporated by reference for all activities that require a Certificate of Coverage under Section I of this General Certification. The Permittee may transfer a certificate of coverage issued under this General Certification to the new owner by submitting a letter to the Division with the following statement: *"At the time the property is transferred, the terms and conditions of this 401 Individual Water Quality General Certification, including the responsibility to ensure compliance, are binding on the new owner(s) of the property."* The letter shall be signed and dated by both the transferee and the new owner. *Citation: 15A NCAC 02H .0507(d)(2)*

3. For all projects that include multiple parcels and/or lots, including transportation and/or utility-related projects installed as infrastructure for multiple parcels and/or lots, deed notifications or similar mechanisms shall be placed on all lots/parcels that include jurisdictional wetlands, streams, open waters, and state-regulated riparian buffers within the overall project boundaries. These mechanisms shall be put in place at the time of recording of the property or individual parcels, whichever is appropriate. *Citation: 15A NCAC 02H .0502(a); 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

4. The Permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Director), upon the presentation of credentials and other documents as may be required by law, to: *Citation: 15A NCAC 02H .0502(e); 15A NCAC 02H .0507(c)*

    a. Enter, at reasonable times, upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this certificate;
    b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this certificate;
    c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this certificate; and
    d. Sample or monitor at reasonable times, for the purposes of assuring certificate compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location

5. In accordance with 15A NCAC 02H .0506(c) and Session Law 2017-10, compensatory mitigation is required for losses from the entire single and complete project of greater than or equal to 300 linear feet of perennial streams and/or greater than or equal to 0.10 acre of wetlands. For linear publicly owned and maintained transportation projects that have not been determined to be part of a larger common plan of development, the stream mitigation threshold is applied per perennial stream. The Compensatory Mitigation Responsibility Transfer (CMRT) Form(s) attached to the Certificate of Coverage or Individual Certificate issued for a specific project, shall be completed and provided to DWR prior to ***any*** impacts occurring. If the Mitigation Provider specified in the CMRT Form(s) changes after issuance of the Certificate of Coverage with MRT Form, then the Permittee shall request a revised CMRT Form from DWR prior to conducting any impacts. *Citation: 15A NCAC 02H .0506(c); 15A NCAC 02H .0507(c)*

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6. For High Density Development projects subject to a State, or State approved Local Government Delegated Program, the Permittee shall secure an *approved* stormwater management plan (SMP) from the appropriate agency ***before any*** impacts authorized in this Certification occur. Before any permanent building or other permanent structure is occupied at the site the permanent stormwater management control measures or devices for the building and/or structures shall be constructed and operational. If any Erosion and Sediment Control devices share locations with any of the Stormwater Control Measures, the area must be restored to the approved stormwater design condition within 30 days of close-out of the Erosion and Sediment Control Plan. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

7. For phased projects with conceptual future phases, when final design plans are completed, the Permittee shall ensure that final designs shall reflect all appropriate avoidance and minimization of impacts to wetlands, streams, and other surface waters. For projects that have been issued a Certificate of Coverage under this General Certification, the Permittee shall submit a request for a modified Certificate of Coverage if the impacts from the final design differ from those identified in the existing Certificate of Coverage. No construction activities (including temporary impacts) shall begin at such impact locations until a new Certificate of Coverage has been secured. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

8. All wetlands, streams, and surface waters located within the limits of disturbance and within 50 feet of the limits of disturbance/construction area on the project site shall be clearly marked (example- orange fabric fencing) prior to any land disturbing activities. The marking/fencing shall be maintained until the project or project phase is completed. Impacts to areas within the marked area/fencing are prohibited unless otherwise authorized by this certification. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c)*

9. When requested by DWR, the Permittee and/or authorized agent shall schedule a pre-construction meeting with DWR, shall contact the appropriate DWR Regional Office upon project commencement of construction, shall submit a Certificate of Completion and/or shall provide as-built documentation. *Citation: 15A NCAC 02H .0502(e); 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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10. For projects that include draining a pond or lake, appropriate erosion and sediment control measures shall be utilized while draining the pond or lake to ensure limited impact to downstream waters as well as to native aquatic species. Such measures shall also be utilized to avoid any sediment release into downstream waters as a result of pond draining. The permittee shall observe any natural channel re-establishment, or utilize natural channel construction techniques, to ensure that the jurisdictional stream channel above and below the drained pond remain stable, and that no additional impacts occur within the natural stream channel as a result of draining the pond. The Permittee shall consult with NCWRC prior to the relocation or release of any aquatic species during pond draining or dam removal activities. During pond or lake refill, sufficient flow shall be continually released to the receiving stream to ensure aquatic life survival and maintenance of biological integrity. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c)*

11. The permittee shall report to the appropriate DWR Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200], including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the permittee became aware of the non-compliance circumstances. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

12. A copy of this General Certification, and when applicable, the Certificate of Coverage, shall be retained on site during the construction and maintenance of this project, or with the project manager, and be available for inspection at all times. The Permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this General Certification. If the Permittee becomes aware of any inability to comply with any of the conditions of this General Certification, they must notify the appropriate Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the Permittee becomes aware of the circumstances. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

13. No additional temporary or permanent impacts from waste, spoil, solids, fill, excavation, or staging of equipment, shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) identified in a Certificate of Coverage; or for projects that do not require a Certificate of Coverage; beyond the thresholds established for use of this General Certification. *Citation: 15A NCAC 02H .0506; 15A NCAC 02H .0507(c)*

14. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2B of Title 15A in the North Carolina Administrative Code. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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15. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sedimentation Pollution Control Act of 1973). Regardless of applicability of the Sedimentation Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur.

    Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Erosion and Sediment Control Planning and Design Manual*, or the *North Carolina Department of Transportation Erosion and Sediment Control Design and Construction Manual*.

    Appropriate measures should be installed prior to any land clearing activities to protect wetlands, streams, and/or buffers from turbidity and/or sedimentation. These measures should be routinely inspected and properly maintained, and excavated materials should be contained outside wetland, stream, and/or buffer boundaries.

    For installation of bridges that involve driving or drilling activities within stream channels, open waters, or along streambanks turbidity curtains shall be installed within the surface water.

    All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

    For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

    If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

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16. Sediment and Erosion Control Measures (S&EC) in wetlands or waters should be avoided to the maximum extent possible and any S&EC occurring in wetlands or waters shall be restored to pre-existing conditions upon completion of the project. The Permittee shall utilize sediment and erosion control measures that avoid and minimize the need for the placement of silt fence along streams at the normal water level. Where measures are placed within authorized impact areas then placement of such measures shall not be conducted in a manner that results in a loss of function of any wetlands, streambeds, or streambanks. Any erosion control measures, including silt fence, installed within wetlands shall be removed from wetlands and the natural grade restored and revegetated within two (2) months of the date the appropriate sediment and erosion control program has released the specific area within the project to ensure wetland standards are maintained upon completion of the project. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

17. Erosion control matting shall not be placed within a stream bed. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

18. If the project is covered by NPDES Construction Stormwater Permit Number NCG010000 or NPDES Construction Stormwater Permit Number NCG250000, full compliance with permit conditions including the erosion and sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. *15A NCAC 02H .0506(b) and (c); 15A NCAC 02H .0507(c)*

19. The North Carolina Department of Transportation (NCDOT) shall maintain full compliance with the conditions related to construction activities and post construction stormwater design, construction and maintenance, within the most recent version of their Individual NPDES Stormwater Permit Number NCS000250. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

20. For projects impacting waters classified by the NC Environmental Management Commission as High Quality Waters (HQW), including Water Supply I or II (WSI, WSII) and/or as Outstanding Resources Waters (ORW) post construction stormwater shall be managed in accordance with 15A NCAC 02B .0224(d) or .0225 as applicable.

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21. All work in or adjacent to streams, ponds, lakes, and reservoirs shall be conducted so that the work area is isolated from surface waters. Approved best management practices from the most current version of the DEMLR *NC Erosion and Sediment Control Planning and Design Manual*, or the *NC Department of Transportation Best Management Practices For Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, pump-arounds, and other diversion structures shall be used to minimize excavation in flowing water. Water that comes in contact with the work area shall be treated through an appropriate sediment/erosion control measure (sediment basin, filter bag, etc) prior to discharging to a surface water. All temporarily disturbed areas for the purpose of isolation/dewatering shall be restored to original grade, including each stream's original cross-sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation as practicable. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

22. For all activities that require a Certificate of Coverage under Section I of this General Certification: *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 04B .0125*

    The Permittee shall allow NCWRC and/or DMF to implement pre-construction species surveys and relocations. The Permittee shall adhere to NCWRC and/or DMF recommended moratoria. If NCWRC and/or DMF provides recommended design modifications to protect federally/state listed aquatic species, the permittee shall implement these to the degree possible. If the recommended conditions cannot be met, a project proponent may apply for coverage under an individual 401 water quality certification.

    For all other activities:

    Work within a designated trout watershed as identified by the Wilmington District of the US Army Corps of Engineers or work within identified state or federal endangered or threatened species habitat shall be coordinated with NCWRC and/or DMF prior to initiating of project activities.

    The Permittee shall adhere to NCWRC and/or DMF recommended moratoria. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. If activities must occur during periods of high biological activity of aquatic species (e.g. sea turtle nesting, fish spawning, or bird nesting) all biological surveys, relocations, and/or monitoring requested by the state agency must be conducted.

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23. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allows for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. If the width of the culvert is wider than the stream channel, the culvert shall include multiple boxes/pipes, baffles, benches and/or sills to maintain the natural width of the stream channel. If multiple culverts/pipes/barrels are used, low flows shall be accommodated in one culvert/pipe and additional culverts/pipes shall be installed such that they receive only flows above bankfull.

    Placement of culverts and other structures in streams shall also meet one of the following requirements:

    a. For structures less than 72” in diameter/width and in area where topographic constraints dictate culvert slopes will be greater than 2.5%, culverts shall be installed “at grade” such that low flow conditions in the stream are maintained provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross-vanes, sills, baffles etc.); or
    b. When bedrock is present in culvert locations, culvert burial is not required, provided that there is documentation of the presence of bedrock.
    c. For all other culverts:
        i. Culverts with a diameter greater than 48 inches shall be below the elevation of the streambed by one foot
        ii. Culverts with diameter less than or equal to 48 inches shall be below the streambed by 20% of the culvert diameter

    If a culvert outlet is submerged within a pool or scour hole and designed to provide for aquatic passage, then culvert burial into the streambed is not required.

    Documentation such as a location map of the culvert, culvert profile drawings, slope calculations, geotechnical reports, photographs, etc. shall be provided to DWR upon written request.

    For culvert replacements within the same location/footprint, and of similar length, culverts shall be designed and installed to meet the above requirements of this Condition unless prohibited by existing conditions on site, such as existing infrastructure or topographic constraints.

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Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

24. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited under this General Certification. *15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

25. Unless already approved by an NPDES permit, bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. This condition may be waived with prior written approval from the NCDWR. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

26. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0231*

27. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in, or adjacent to, surface waters is prohibited. *Citation: 15A NCAC 02H.0506(b)*

28. If concrete is used during construction (including bulkhead components, such as deadman anchors, tie-back systems and concrete caps), then all necessary measures shall be taken to isolate the concrete from waters of the state by maintaining a dry work area to prevent direct contact between curing concrete and surface waters. Drill slurry and water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. Any water that contacts uncured concrete shall be captured, treated, and disposed of properly. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

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29. All temporary pipes, culverts, rip-rap pads etc. in streams shall be installed so as not to restrict stream flow or installed in such a manner that restricts aquatic life movement during low flow conditions. All temporary pipes and/or culverts shall be installed as outlined in the most recent edition of the *North Carolina Erosion and Sediment Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities*. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

30. All temporary fill and temporary culverts shall be removed, and the impacted area shall be returned to natural conditions, within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross-sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation when practicable. For all areas where wetlands are impacted by temporary roads constructed by temporary fill material, the Permittee shall remove the fill material and conduct activities necessary to restore preconstruction hydrology by addressing soil compaction. When temporary fill has been added to wetlands, or heavy equipment has been placed within a wetland, the Permittee shall ensure restoration of preconstruction soil conditions when restoring wetland areas. Upon restoration of the wetland, the Permittee shall inspect the area quarterly for a minimum of two years to document successful restoration. The Permittee shall provide documentation of inspections to DWR when requested. The monitoring requirement can be relieved with review and written approval by DWR. If the area is not restored to preconstruction conditions the impacts shall be considered permanent, and the Permittee shall request a modified Certificate of Coverage from DWR. With prior written approval from DWR, removal of temporary fill and temporary culverts and restoration of the impacted area may be postponed to accommodate moratorium periods. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

31. Demolition of existing structures, such as culvert or bridge removal, shall be conducted to ensure water quality standards are maintained. NCDOT activities shall adhere to NCDOT's *Best Management Practices for Construction and Maintenance Activities*. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

32. Any rip-rap or other armoring materials required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the construction activity covered by this General Certification. All rip-rap or other non-natural armoring material placed in streams shall be placed such that the original streambed elevation and streambank contours are restored, and that the finished elevation of the rip rap shall not exceed that of the original stream bed. All rip-rap or other armoring materials shall consist of clean rock or masonry material free of debris or toxic pollutants. Placement of rip-rap or other armoring materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or be installed in a manner that precludes aquatic life passage. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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33. Any rip-rap or other non-natural armoring material (i.e. gabion baskets, revetments, bulkheads, seawalls, retaining walls) used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows, and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap or other armoring materials shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. Any rip-rap or other armoring materials placed in the streambed shall be such that the finished elevation of the rip rap or other armoring materials shall not exceed that of the original stream bed. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0201*

34. Rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405. *Citation: 15A NCAC 02H .0507(c); 15A NCAC 07H .1400*

35. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication, and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

36. Heavy equipment working in wetlands shall be placed on mats or non-impact equipment shall be used to ensure no disturbance and/or compaction of soil from equipment except within the footprint of the impacts covered by this Certification. Heavy equipment necessary for in stream activities shall be operated from the banks to the maximum extent practical and in no cases shall cause unstable stream banks or a violation of water quality standards. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0231*

37. In accordance with G.S. 143-215.85(b), the Permittee shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours. *Citation: 15A NCAC 02H .0507(c); N.C.G.S 143-215.85(b)*

38. For all dam removal projects meeting the definition under G.S. 143-215.25 and requirements under G.S. 143-215.27 of a professionally supervised dam removal, the applicant shall provide documentation that any sediment that may be released has similar or lower level of contamination than sediment sampled from downstream of the dam in accordance with Session Law 2017-145. *Citation: 15A NCAC 02H .0502; 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC02B .0200; S.L. 2017-145;*

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39. The Permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

IV. DEFINITIONS

Temporary Impacts: Any impact that temporarily disturbs a stream, wetland, or open water and returns the disturbed area to pre-construction conditions, form and function or improved form and function within a duration that will ensure minimal disturbance to ecological function, including biological transport, migration, and reproduction.

Permanent Impacts: Any impact that modifies the form or function of a stream, wetland, or open water in a permanent manner, or for a duration that is sufficiently long to disrupt natural processes within the surface water. Examples include culverts, fill, riprap, streambank or shoreline stabilization, dredging, relocations, restoration. Permanent impacts may (1) improve the function of surface waters, such as stream and wetland restorations, (2) be neutral to the function of the surface waters, or (3) cause a reduction or loss of function of surface waters.

Secondary Indirect Impacts – Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable. Secondary indirect impacts may (1) improve the function of surface waters, such as stream and wetland restorations, (2) be neutral to the function of the surface waters, or (3) cause a reduction or loss of function of surface waters.

Stream Restoration - the process of converting an unstable, altered, or degraded stream corridor, including adjacent riparian zone and flood-prone areas, to its natural or referenced stable conditions considering recent and future watershed conditions. This process also includes restoring the geomorphic dimension, pattern, and profile as well as biological and chemical integrity, including transport of water and sediment produced by the stream's watershed in order to achieve dynamic equilibrium. 'Reference' or 'reference reach' means a stable stream that is in dynamic equilibrium with its valley and contributing watershed. A reference reach can be used to develop natural channel design criteria for stream restoration projects.

Stream Relocation - Stream relocation is when a stream is moved laterally to a new location to allow a project, or part of a project, to be constructed in the stream's former location. For permitting purposes, stream relocations may be considered a loss of function pursuant to 15A NCAC 2H .0506(c) depending on the documented condition and location of the existing stream and the proposed design and success of the relocated stream.

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V. ADMINISTRATIVE PROVISIONS

In accordance with 15A NCAC 02H .0506(b), the Director of the North Carolina Division of Water Resources may require submission of an application for an Individual Certification for any project if, based on the unique characteristics of the project, it is determined by the Director that the conditions in this general certification will not ensure that the proposed activity will comply with state water quality standards, which includes designated uses, numeric criteria, narrative criteria and the state's antidegradation policy.

This General Certification does not relieve the permittee of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, Division of Coastal Management and Trout Buffer regulations.

This General Certification, and any associated certificates of coverage, neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This General Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and does not create any prescriptive right or any right of priority regarding any usage of water. This General Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this General Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this General Certification. For purposes of this paragraph for projects that do not require issuance of a certificate of coverage, the date of issuance shall be deemed to be the date that activities covered by this General Certification were initiated. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes the corresponding Nationwide Permit or when deemed appropriate by the Director of the Division of Water Resources, consistent with the provisions of 15A NCAC 2H .0507.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of any Certificate of Coverage issued under this General Certification for the project and may also result in criminal and/or civil penalties.

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JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

June 22, 2026

DWR # 20260778
Nash County

Matt Clarke, PE, Division Engineer
NCDOT Division 4
PO Box 3165
Wilson, NC 27895
wmclarke@ncdot.gov

Subject: **Certificate of Coverage Approval under Water Quality General Certification No. 8562**
NCDOT Project TIP# HB-0038: Replace Bridge 110 on SR 1745 over Tar River Reservoir
Location: Lat 35.8837, Long -77.8948

Dear Mr. Clarke:

This Certificate of Coverage approval is issued to the North Carolina Department of Transportation, Division 4, dated June 22, 2026.. This Certificate of Coverage authorizes work under General Certification No. 8562 for the impacts listed below and described in your application which was received by the N.C. Division of Water Resources (Division or DWR) with fee on June 19, 2026. This certificate is for the purpose and design described in your application. This approval requires you to follow all the conditions listed in the enclosed General Certification No. 8562.

This Water Quality Certification shall expire on the same day as the expiration date of the corresponding Section 404 Permit that is current at the time this Certification is issued. The conditions shall remain in effect for the life of the project, regardless of the expiration date of this Water Quality Certification.

Upon completion of the proposed project, the applicant shall submit a Certificate of Completion and/or shall provide as-built documentation. Certificates of Completion and/or as-built documentation can be submitted via the DWR website: https://edocs.deq.nc.gov/Forms/Certificate-of-Completion.

The following impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]

Type of Impact	Amount Approved Permanent	Amount Approved Temporary
Open Waters		
Bridge Construction & Temp Causeway	0.006 acres	0.585 acres
Totals:	***0.006 acres***	***0.585 acres***

Notice regarding the right to contest this 401 Water Quality Certification decision is attached to this letter.

This letter completes the Division's review under Section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Rob Ridings at rob.ridings@deq.nc.gov or 919-704-8786 if you have any questions or concerns.

Sincerely,

Signed by:
Paul Wojoski
949D91BA53EF4E0...

Faith Hardin, Supervisor
401 & Buffer Transportation Permitting Branch
Division of Water Resources, NCDEQ

Enclosures: Notice Regarding The Right To Contest A DWR 401 Water Quality Certification Decision
GC 8562

Electronic cc:

Electronic cc:
Matthew Martin, USACE Raleigh Regulatory Field Office (Matthew.K.Martin@usace.army.mil)
Garry Wright, NCDOT Division 4 Environmental Supervisor (glwright@ncdot.gov)
DWR 401 & Buffer Permitting Branch Electronic file

NOTICE REGARDING THE RIGHT TO CONTEST A DWR DECISION ON A 401 WATER QUALITY CERTIFICATION AND/OR BUFFER AUTHORIZATION

Right of Persons Aggrieved to File a Contested Case for the Decision on a 401 Water Quality Certification and/or Buffer Authorization:
The Division's decision is subject to review under NCGS 150B-23.

Rights of Persons Aggrieved to File a Contested Case: Pursuant to NCGS 150B, Article 3, a party or person aggrieved may commence a contested case by filing a petition under NCGS 150B-23 in the Office of Administrative Hearings within 60 days after the Division provides notice of its decision on an application, as provided in NCGS 150B-23(f). If no contested case is commenced within the required time, the Division's decision is final and is not subject to review.

General Filing Instructions: A petition for contested case hearing must be in the form of a written petition, conforming to NCGS 150B-23, and filed with the Office of Administrative Hearings, 1711 New Hope Church Road, Raleigh NC, 27609, along with a fee in an amount provided in NCGS 150B-23.2. A petition for contested case hearing form may be obtained upon request from the Office of Administrative Hearings or on its website at https://www.oah.nc.gov/hearings-division/filing/hearing-forms. Additional specific instructions for filing a petition are set forth at 26 NCAC Chapter 03.

Service Instructions: A party filing a contested case is required to serve a copy of the petition, by any means authorized under 26 NCAC 03 .0102, on the process agent for the Department of Environmental Quality:

Daniel Hirschman, General Counsel
North Carolina Department of Environmental Quality
1601 Mail Service Center
Raleigh, North Carolina 27699-1601

If the party filing the petition is a person aggrieved other than the recipient of the certificate (the "Permittee"), the party **must also** serve the Permittee in accordance with NCGS 150B-23(a).

Be aware that other rules or laws may apply to the filing of a petition for a contested case. Additional information is available at https://www.oah.nc.gov/hearings-division/hearing-process/filing-contested-case. Please contact the Office of Administrative Hearings at (984) 236-1850 with all questions regarding the filing fee and/or the details of the filing process.

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STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES

WATER QUALITY GENERAL CERTIFICATION NO. 8562

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 3 (MAINTENANCE)

Water Quality General Certification Number 8562 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in the corresponding Nationwide Permit issued pursuant to 33 CFR 330 of the US Army Corps of Engineers regulations.

The State of North Carolina certifies that the specified category of activity will comply with water quality requirements and applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

Effective date: March 15, 2026

Signed this day: December 15, 2025

By

DocuSigned by:
Richard E. Rogers, Jr.
B2B16AD426A64B6...

Richard E. Rogers, Jr.
Director

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

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GENERAL CERTIFICATION COVERAGE:

Activities authorized by Coastal Area Management Act (CAMA) General Permits that are eligible for US Army Corps of Engineers Nationwide Permit 3 qualify for coverage under this General Certification as long as they comply with all of the Activity Specific and General Conditions of this Certification listed below.

All other activities that are eligible for US Army Corps of Engineers Nationwide Permit 3 qualify for coverage under this General Certification unless they meet one of the thresholds listed below. Activities meeting any one (1) of the thresholds or circumstances listed below are not eligible for coverage under this General Certification and therefore require *an Individual* 401 Water Quality Certification from the Division of Water Resources (DWR).

a) If any of the conditions of this General Certification cannot be met; or
b) Total permanent impacts to streams greater than or equal to 300 linear feet; or
c) Total permanent impacts to wetlands equal to or greater than one-half (1/2) acre; or
d) Total permanent impacts to open waters equal to or greater than one-half (1/2) acre; or
e) Any project proposing to satisfy compensatory mitigation through Permittee Responsible Mitigation; or
f) Any high-density project, as determined by the density thresholds and criteria specified in 15A NCAC 02H .1017(4) which triggers all of the following thresholds:
    i. Proposes to disturb one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
    ii. Has permanent wetland, stream, or open water impacts; and
    iii. Is proposing new built-upon area; and
    iv. Is not subject to a stormwater management plan review and approval under a state stormwater program[1] or a state-approved local government stormwater program[2], or has vested rights, exemptions, or other legacy rights or exemptions from state or locally-implemented stormwater programs or propose to satisfy state or locally-implemented stormwater programs through use of community in-lieu fee programs

For the purposes of the thresholds above (a-f), the Permittee shall account for all impacts from the Single and Complete Project (e.g. impacts from dedicated borrow and waste sites, impacts from associated infrastructure/utilities) as determined by the US Army Corps of Engineers, and all secondary indirect impacts resulting from the proposed activities.

Activities listed under Section I of this General Certification must receive a Certificate of Coverage from DWR prior to initiation of any activities covered by this General Certification.

[1] e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES
[2] e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

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I. NOTIFICATION AND REQUIREMENTS FOR CERTIFICATE OF COVERAGE:

Activities listed in this Section must obtain a Certificate of Coverage from DWR prior to initiation of any activities covered by this General Certification.

If the activity is authorized or proposed for authorization by a Coastal Area Management Act (CAMA) Major Permit, then skip to k) in this list.

a) Total temporary and permanent new impacts and/or additions to existing structures to streams greater than or equal to 150 linear feet including any topographic/slope stabilization or in-stream stabilization needed for stream crossings; or
b) Total temporary and permanent new impacts and/or additions to existing structures to wetlands equal to or greater than one-tenth (1/10) acre; or
c) Total temporary and permanent new impacts and/or additions to existing structures to open waters and/or ditches subject to Section 404 of the Clean Water Act (CWA) equal to or greater than one-tenth (1/10) acre; or
d) Any impacts to streams or wetlands from excavation or dredging other than excavation that is conducted as preparation for installing permanent fill or structures; or
e) Any stream restoration or relocation **except for**:
    i. Stream relocations that are conducted for the purpose of proper culvert installation, alignment, protection, repair or maintenance where the relocation length is equal to or less than 50 linear feet in length and the relocated stream is designed and installed based on current natural channel techniques; or
    ii. Repairs to previously authorized restoration or relocation projects using the same authorized design; or
f) Complete dewatering and drawdowns to a sediment layer related to pond/dam maintenance or removal unless the dewatering activity has been designed to ensure no discharge of sediment will occur into downstream waters AND has been covered by a Sediment and Erosion Control Plan Approval from the Division of Energy, Mineral, and Land Resources (DEMLR) or a delegated local program; or
g) Any sediment and erosion control measures installed in wetlands or waters beyond the footprint of temporary and/or permanent wetland and/or waters impacts covered by this General Certification; or
h) Any impacts to SAV or significant shellfish resources as identified by the Division of Marine Fisheries (DMF); or
i) Any permanent impacts to Unique Wetlands (UWL) [15A NCAC 02B .0231]; or
j) Any impacts to streams and/or open waters that are subject to state regulated riparian buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [15A NCAC 02B .0714; 15A NCAC 02B .0734; 15A NCAC 02B .0614; 15A NCAC 02B .0724; 15A NCAC 02B .0267; 15A NCAC 02B .0607] in effect at the time of application) *unless*:
    i. The activities are listed as “EXEMPT” or “DEEMED ALLOWABLE” from these rules; or

ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or

iii. A Buffer Authorization Certificate, Certificate with Exception, or Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23; or

iv. Site access, equipment storage, and work is done solely from or in the water, avoiding all land disturbance in or near the buffer; or

k) Activities authorized or proposed for authorization by a Coastal Area Management Act (CAMA) Major Permit **except for** projects that are covered by any one of the following criteria:

i. Boat Ramps and associated necessary infrastructure (i.e. roads and parking lots) that comply with all of the following:

A. Excavation or fill of wetlands and/or open water area is less than 500 square feet total; and

B. Excavation or fill of coastal wetlands (as defined in 15A NCAC 07H .0205) is equal to or less than 100 square feet;

ii. Living shorelines/marsh sills that comply with all of the following:

A. the landward edge of the sill does not extend waterward of the normal high water or normal water line more than 30 feet or five feet waterward of the existing wetlands whichever distance is greater; and

B. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and

C. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

D. the activity does not result in any fill landward of the toe of the sill alignment; or

iii. All other shoreline protection measures not covered by item ii above that comply with all of the following:

A. tie into existing bulkheads, land, or other shoreline protection measures or do not extend waterward of the normal high water or normal water line more than 10 feet; and

B. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and

C. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

D. Excavation or fill of wetlands and/or open water area is less than 500 square feet total; and

E. Excavation or fill of coastal wetlands (as defined in 15A NCAC 07H .0205) is equal to or less than 100 square feet;

iv. Piers and docks designed to accommodate up to, but not exceeding, 10 vessels that comply with all of the following:

A. the water depth is equal to or greater than two feet of water at normal low water level or normal water level (whichever is applicable); and

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B. they are not located within Outstanding Resource Waters (ORW) as defined in 15A NCAC 02B .0225;

v. Any other projects that involve only shading of waters or wetlands that are not covered by item (iv) above;

vi. Maintenance dredging to restore the documented historical dimensions of the dredged channel of less than 0.5 acres of open water or non-vegetated wetlands, that comply with all of the following:
   A. the activity will not involve the excavation or fill of any Submerged Aquatic Vegetation (SAV); and
   B. the activity will not involve the excavation or fill of significant shellfish resources (as identified by the Division of Marine Fisheries); and

vii. Utility lines as long as all impacts are temporary;

viii. New development (impacts shall include the entire project, including but not limited to: boat ramps, bulkheads or other shoreline stabilization measures) that comply with all of the following:
   A. Excavation or fill of non-coastal wetlands and/or open water area is less than 1/10 acre total; and
   B. Excavation or fill within a Coastal Shoreline Area of Environmental Concern (AEC) is no more than 2,000 square feet

For the purposes of the thresholds above (a-k), the Permittee shall account for all impacts from the Single and Complete Project (e.g. impacts from dedicated borrow and waste sites, impacts from associated infrastructure/utilities) as determined by the US Army Corps of Engineers, and all secondary indirect impacts resulting from the proposed activities.

A note: In accordance with 15A NCAC 02H .0506(c) and Session Law 2017-10, compensatory mitigation is required for losses from the entire single and complete project of greater than or equal to 300 linear feet of perennial streams and/or greater than or equal to 0.10 acre of wetlands, whether a Certificate of Coverage or an Individual is required.

II. ACTIVITY SPECIFIC CONDITIONS

1. Disturbed streambanks shall be stabilized at the end of each working day to ensure downstream water quality standards are maintained throughout construction. Streambanks shall be permanently stabilized with native riparian vegetation when practical. Temporary vegetation utilized for immediate stabilization and erosion control shall consist of native vegetation or annual vegetation such that it will not compete with permanent vegetation. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

2. All bulkhead backfill material shall be obtained from a high ground source and confined landward of the permitted bulkhead and shall consist of clean, earthen material free of any pollutants except in trace quantities. Metal products, organic materials concrete, bricks, or other non-earthen debris shall not be used. *Citation: 15A NCAC 02H .0506(b)*

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3. The proposed bulkhead is a maximum of two (2) feet waterward of existing bulkhead, mean high water, normal high water or normal water level. (if necessary: along the most waterward alignment) *Citation: 15A NCAC 02H .0501 and .0502 and 15A NCAC 02H .0506 (b)(1)-(3)*

4. For living shorelines, the sills shall have at least one ten-foot opening every 100 feet and may be staggered or overlapped or left open as long as the five-foot separation between sections is maintained. Overlapping sections shall not overlap more than 10 feet. *Citation: 15A NCAC 02H .0506(b)(1) and (3); 15A NCAC 02H .0507(c)*

5. For living shorelines, the permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation and turbidity within waters and wetlands outside the permitted area. This shall include, but is not limited to, the immediate installation of silt fencing, turbidity curtains or similar appropriate devices around all areas subject to soil disturbance. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act and the Mining Act of 1971. *Citation: 15A NCAC 02H .0506(b)(1) and (3); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

If this Water Quality Certification is used for performing maintenance dredging on canals or boat basins, then the following Activity Specific Conditions shall apply to those impacts.

6. When performing maintenance dredging on canals or boat basins they shall not be dredged beyond their original depth and width. The area shall not be dredged to a depth deeper than the receiving water. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

7. All dredge and/or fill material shall be placed on high ground and the effluent water from the dredge spoil shall not be released into open shellfish waters unless Shellfish Sanitation (252-515-5656, ext. 0) and the DWR Washington (252-946-6481) or Wilmington (910-796-7215) Regional Office, as applicable, are notified and provide approval prior to the release. *Citation: 15A NCAC 02B .0221; 15A NCAC 02H .0507(c)*

8. The terminal end of the pipeline from the dredge into the retention area shall be positioned at a maximum distance from spillways to allow adequate settling of suspended solids and a sufficient distance from any part of the dike so as to preclude dike erosion by the pipeline discharge. Effluent shall be released waterward of emergent marsh or tidal flats when located within these systems. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

9. A water control structure shall be installed at the intake end of the effluent leading from the retention area in order to ensure maximum settling of suspended solids and control of discharge volumes. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

10. The flow from any diked retention area shall be contained by pipe, metal or wooden trough, or similar device to a point waterward of any emergent vegetation along the shoreline unless it can be clearly shown by the permittee that a different design will result in less environmental impact. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*\

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11. Sufficient freeboard shall be maintained within the diked disposal area during the dredging operation to assure the integrity of the dike structure and the containment of the dredged material. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

12. Hydraulic dredging which utilize an upland diked disposal basin with a return pipe for the return water shall utilize the "two basin" design. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

13. The appropriate turbidity water quality standard shall not be exceeded or be above natural background conditions as stipulated in 15A NCAC 02B .0211(21) or 02B .0220(19). *Citation: 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

14. Disposal area dikes shall be stabilized with vegetative cover within one (1) day after construction to minimize erosion. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

If this Water Quality Certification is used for utility-related impacts, then the following Activity Specific Conditions shall apply to those impacts.

15. Any construction corridor that is parallel to a stream or open water shall not be closer than 10 feet to the top of bank or ordinary high-water mark. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

16. Where there are temporary or permanent impacts from stream crossings, underground utility lines shall cross the stream channel at a near-perpendicular direction (i.e., between 75 degrees and 105 degrees to the stream bank). Utility line replacements within existing easements or alignments may follow the existing alignments. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

17. Construction corridors in wetlands and/or across stream channels shall be minimized to the maximum extent practicable and shall not exceed 40 feet wide.

    For construction corridors in wetlands and across stream channels, stumps shall be grubbed only as needed to install the utility line, and remaining stumps shall be cut off at grade level. The general stripping of topsoil within wetlands along the construction corridor is prohibited. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

18. Permanent maintained access corridors in wetlands and across stream channels shall be restricted to the minimum width practicable and shall not exceed 30 feet wide for underground utilities. For parallel adjacent lines with less than 20 feet between them, the permanent maintained corridor shall be restricted to the minimum width practicable not to exceed 15 feet from the edge of the outer most lines. Parallel adjacent lines with 20 feet or more between them shall be treated as individual lines with the access corridor the minimum width practicable, not to exceed 30 feet wide for each line. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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19. For all utility lines constructed within wetlands, an anti-seep collar shall be placed at the downstream (utility line gradient) wetland boundary and every 150 feet up the gradient until the utility exits the wetland. Anti-seep collars may be constructed with class B concrete, compacted clay, PVC pipe, or metal collars. Wetland crossings that are directionally drilled, and perpendicular wetland crossings that are open cut and less than 150 feet long do not require anti-seep collars. The compacted clay shall have a specific infiltration of 1 X 10^{-5} cm/sec or less. A section and plan view diagram is attached for the anti-seep collars.

    The following specifications shall apply to class B concrete:

    i. Minimum cement content, sacks per cubic yard with rounded coarse aggregate 5.0
    ii. Minimum cement content, sacks per cubic yard with angular coarse aggregate 5.5
    iii. Maximum water-cement ratio gallons per sack 6.8
    iv. Slump range 2" to 4"
    v. Minimum strength - 28-day psi 2,500

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

20. The permittee shall restore wetland contours to pre-construction conditions. Any excess material will be removed to a high ground disposal area.

    The mixing of topsoil and subsoils within the wetlands along utility corridors shall be minimized to the greatest extent practical. During excavation, the soils shall be placed on fabric to minimize impacts whenever possible. Topsoil excavated from utility trenches will be piled separately from subsoils and will be backfilled into the trench only after the subsoils have been placed and compacted. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

III. GENERAL CONDITIONS

1. For all activities that require a Certificate of Coverage under Section I of this General Certification: The Certificate of Coverage is issued specifically for the plans, specifications, and associated application materials for the proposed project approved by DWR by the issuance of the Certificate of Coverage. Any final construction plans for a project must include or reference the application and plans submitted to the DWR. The Permittee must evaluate all other acquired permits to ensure that they are consistent with the plans submitted to the DWR, and all relative impacts are accounted for and shown on the final construction plans. Any modifications or additional impacts to streams and/or wetlands within the project require the permittee to notify the DWR and may require submission of a new application package with the appropriate fee to redetermine eligibility under this General Certification. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

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2. If the property is sold, the Permittee shall provide the new owner with a copy of this General Certification and all plans and specifications incorporated by reference for all activities that require a Certificate of Coverage under Section I of this General Certification. The Permittee may transfer a certificate of coverage issued under this General Certification to the new owner by submitting a letter to the Division with the following statement: *"At the time the property is transferred, the terms and conditions of this 401 Individual Water Quality General Certification, including the responsibility to ensure compliance, are binding on the new owner(s) of the property."* The letter shall be signed and dated by both the transferee and the new owner. *Citation: 15A NCAC 02H .0507(d)(2)*

3. For all projects that include multiple parcels and/or lots, including transportation and/or utility-related projects installed as infrastructure for multiple parcels and/or lots, deed notifications or similar mechanisms shall be placed on all lots/parcels that include jurisdictional wetlands, streams, open waters, and state-regulated riparian buffers within the overall project boundaries. These mechanisms shall be put in place at the time of recording of the property or individual parcels, whichever is appropriate. *Citation: 15A NCAC 02H .0502(a); 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

4. The Permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Director), upon the presentation of credentials and other documents as may be required by law, to: *Citation: 15A NCAC 02H .0502(e); 15A NCAC 02H .0507(c)*

    a. Enter, at reasonable times, upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this certificate;
    b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this certificate;
    c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this certificate; and
    d. Sample or monitor at reasonable times, for the purposes of assuring certificate compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location

5. In accordance with 15A NCAC 02H .0506(c) and Session Law 2017-10, compensatory mitigation is required for losses from the entire single and complete project of greater than or equal to 300 linear feet of perennial streams and/or greater than or equal to 0.10 acre of wetlands. For linear publicly owned and maintained transportation projects that have not been determined to be part of a larger common plan of development, the stream mitigation threshold is applied per perennial stream. The Compensatory Mitigation Responsibility Transfer (CMRT) Form(s) attached to the Certificate of Coverage or Individual Certificate issued for a specific project, shall be completed and provided to DWR prior to ***any*** impacts occurring. If the Mitigation Provider specified in the CMRT Form(s) changes after issuance of the Certificate of Coverage with MRT Form, then the Permittee shall request a revised CMRT Form from DWR prior to conducting any impacts. *Citation: 15A NCAC 02H .0506(c); 15A NCAC 02H .0507(c)*

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6. For High Density Development projects subject to a State, or State approved Local Government Delegated Program, the Permittee shall secure an *approved* stormwater management plan (SMP) from the appropriate agency ***before any*** impacts authorized in this Certification occur. Before any permanent building or other permanent structure is occupied at the site the permanent stormwater management control measures or devices for the building and/or structures shall be constructed and operational. If any Erosion and Sediment Control devices share locations with any of the Stormwater Control Measures, the area must be restored to the approved stormwater design condition within 30 days of close-out of the Erosion and Sediment Control Plan. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

7. For phased projects with conceptual future phases, when final design plans are completed, the Permittee shall ensure that final designs shall reflect all appropriate avoidance and minimization of impacts to wetlands, streams, and other surface waters. For projects that have been issued a Certificate of Coverage under this General Certification, the Permittee shall submit a request for a modified Certificate of Coverage if the impacts from the final design differ from those identified in the existing Certificate of Coverage. No construction activities (including temporary impacts) shall begin at such impact locations until a new Certificate of Coverage has been secured. *Citation: 15A NCAC 02H .0506(b)(2) and (3); 15A NCAC 02H .0507(c)*

8. All wetlands, streams, and surface waters located within the limits of disturbance and within 50 feet of the limits of disturbance/construction area on the project site shall be clearly marked (example- orange fabric fencing) prior to any land disturbing activities. The marking/fencing shall be maintained until the project or project phase is completed. Impacts to areas within the marked area/fencing are prohibited unless otherwise authorized by this certification. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c)*

9. When requested by DWR, the Permittee and/or authorized agent shall schedule a pre-construction meeting with DWR, shall contact the appropriate DWR Regional Office upon project commencement of construction, shall submit a Certificate of Completion and/or shall provide as-built documentation. *Citation: 15A NCAC 02H .0502(e); 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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10. For projects that include draining a pond or lake, appropriate erosion and sediment control measures shall be utilized while draining the pond or lake to ensure limited impact to downstream waters as well as to native aquatic species. Such measures shall also be utilized to avoid any sediment release into downstream waters as a result of pond draining. The permittee shall observe any natural channel re-establishment, or utilize natural channel construction techniques, to ensure that the jurisdictional stream channel above and below the drained pond remain stable, and that no additional impacts occur within the natural stream channel as a result of draining the pond. The Permittee shall consult with NCWRC prior to the relocation or release of any aquatic species during pond draining or dam removal activities. During pond or lake refill, sufficient flow shall be continually released to the receiving stream to ensure aquatic life survival and maintenance of biological integrity. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c)*

11. The permittee shall report to the appropriate DWR Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200], including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the permittee became aware of the non-compliance circumstances. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

12. A copy of this General Certification, and when applicable, the Certificate of Coverage, shall be retained on site during the construction and maintenance of this project, or with the project manager, and be available for inspection at all times. The Permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this General Certification. If the Permittee becomes aware of any inability to comply with any of the conditions of this General Certification, they must notify the appropriate Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the Permittee becomes aware of the circumstances. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

13. No additional temporary or permanent impacts from waste, spoil, solids, fill, excavation, or staging of equipment, shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) identified in a Certificate of Coverage; or for projects that do not require a Certificate of Coverage; beyond the thresholds established for use of this General Certification. *Citation: 15A NCAC 02H .0506; 15A NCAC 02H .0507(c)*

14. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2B of Title 15A in the North Carolina Administrative Code. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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15. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sedimentation Pollution Control Act of 1973). Regardless of applicability of the Sedimentation Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur.

    Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Erosion and Sediment Control Planning and Design Manual*, or the *North Carolina Department of Transportation Erosion and Sediment Control Design and Construction Manual*.

    Appropriate measures should be installed prior to any land clearing activities to protect wetlands, streams, and/or buffers from turbidity and/or sedimentation. These measures should be routinely inspected and properly maintained, and excavated materials should be contained outside wetland, stream, and/or buffer boundaries.

    For installation of bridges that involve driving or drilling activities within stream channels, open waters, or along streambanks turbidity curtains shall be installed within the surface water.

    All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

    For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

    If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*. *Citation: 15A NCAC 02H .0506(b)(2); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

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16. Sediment and Erosion Control Measures (S&EC) in wetlands or waters should be avoided to the maximum extent possible and any S&EC occurring in wetlands or waters shall be restored to pre-existing conditions upon completion of the project. The Permittee shall utilize sediment and erosion control measures that avoid and minimize the need for the placement of silt fence along streams at the normal water level. Where measures are placed within authorized impact areas then placement of such measures shall not be conducted in a manner that results in a loss of function of any wetlands, streambeds, or streambanks. Any erosion control measures, including silt fence, installed within wetlands shall be removed from wetlands and the natural grade restored and revegetated within two (2) months of the date the appropriate sediment and erosion control program has released the specific area within the project to ensure wetland standards are maintained upon completion of the project. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

17. Erosion control matting shall not be placed within a stream bed. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

18. If the project is covered by NPDES Construction Stormwater Permit Number NCG010000 or NPDES Construction Stormwater Permit Number NCG250000, full compliance with permit conditions including the erosion and sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. *15A NCAC 02H .0506(b) and (c); 15A NCAC 02H .0507(c)*

19. The North Carolina Department of Transportation (NCDOT) shall maintain full compliance with the conditions related to construction activities and post construction stormwater design, construction and maintenance, within the most recent version of their Individual NPDES Stormwater Permit Number NCS000250. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

20. For projects impacting waters classified by the NC Environmental Management Commission as High Quality Waters (HQW), including Water Supply I or II (WSI, WSII) and/or as Outstanding Resources Waters (ORW) post construction stormwater shall be managed in accordance with 15A NCAC 02B .0224(d) or .0225 as applicable.

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21. All work in or adjacent to streams, ponds, lakes, and reservoirs shall be conducted so that the work area is isolated from surface waters. Approved best management practices from the most current version of the DEMLR *NC Erosion and Sediment Control Planning and Design Manual*, or the *NC Department of Transportation Best Management Practices For Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, pump-arounds, and other diversion structures shall be used to minimize excavation in flowing water. Water that comes in contact with the work area shall be treated through an appropriate sediment/erosion control measure (sediment basin, filter bag, etc) prior to discharging to a surface water. All temporarily disturbed areas for the purpose of isolation/dewatering shall be restored to original grade, including each stream's original cross-sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation as practicable. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

22. For all activities that require a Certificate of Coverage under Section I of this General Certification: *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 04B .0125*

    The Permittee shall allow NCWRC and/or DMF to implement pre-construction species surveys and relocations. The Permittee shall adhere to NCWRC and/or DMF recommended moratoria. If NCWRC and/or DMF provides recommended design modifications to protect federally/state listed aquatic species, the permittee shall implement these to the degree possible. If the recommended conditions cannot be met, a project proponent may apply for coverage under an individual 401 water quality certification.

    For all other activities:

    Work within a designated trout watershed as identified by the Wilmington District of the US Army Corps of Engineers or work within identified state or federal endangered or threatened species habitat shall be coordinated with NCWRC and/or DMF prior to initiating of project activities.

    The Permittee shall adhere to NCWRC and/or DMF recommended moratoria. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. If activities must occur during periods of high biological activity of aquatic species (e.g. sea turtle nesting, fish spawning, or bird nesting) all biological surveys, relocations, and/or monitoring requested by the state agency must be conducted.

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23. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allows for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. If the width of the culvert is wider than the stream channel, the culvert shall include multiple boxes/pipes, baffles, benches and/or sills to maintain the natural width of the stream channel. If multiple culverts/pipes/barrels are used, low flows shall be accommodated in one culvert/pipe and additional culverts/pipes shall be installed such that they receive only flows above bankfull.

    Placement of culverts and other structures in streams shall also meet one of the following requirements:

    a. For structures less than 72” in diameter/width and in area where topographic constraints dictate culvert slopes will be greater than 2.5%, culverts shall be installed “at grade” such that low flow conditions in the stream are maintained provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross-vanes, sills, baffles etc.); or
    b. When bedrock is present in culvert locations, culvert burial is not required, provided that there is documentation of the presence of bedrock.
    c. For all other culverts:
        i. Culverts with a diameter greater than 48 inches shall be below the elevation of the streambed by one foot
        ii. Culverts with diameter less than or equal to 48 inches shall be below the streambed by 20% of the culvert diameter

    If a culvert outlet is submerged within a pool or scour hole and designed to provide for aquatic passage, then culvert burial into the streambed is not required.

    Documentation such as a location map of the culvert, culvert profile drawings, slope calculations, geotechnical reports, photographs, etc. shall be provided to DWR upon written request.

    For culvert replacements within the same location/footprint, and of similar length, culverts shall be designed and installed to meet the above requirements of this Condition unless prohibited by existing conditions on site, such as existing infrastructure or topographic constraints.

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Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

24. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited under this General Certification. *15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

25. Unless already approved by an NPDES permit, bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. This condition may be waived with prior written approval from the NCDWR. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

26. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0231*

27. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in, or adjacent to, surface waters is prohibited. *Citation: 15A NCAC 02H.0506(b)*

28. If concrete is used during construction (including bulkhead components, such as deadman anchors, tie-back systems and concrete caps), then all necessary measures shall be taken to isolate the concrete from waters of the state by maintaining a dry work area to prevent direct contact between curing concrete and surface waters. Drill slurry and water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. Any water that contacts uncured concrete shall be captured, treated, and disposed of properly. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231*

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29. All temporary pipes, culverts, rip-rap pads etc. in streams shall be installed so as not to restrict stream flow or installed in such a manner that restricts aquatic life movement during low flow conditions. All temporary pipes and/or culverts shall be installed as outlined in the most recent edition of the *North Carolina Erosion and Sediment Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities*. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

30. All temporary fill and temporary culverts shall be removed, and the impacted area shall be returned to natural conditions, within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross-sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation when practicable. For all areas where wetlands are impacted by temporary roads constructed by temporary fill material, the Permittee shall remove the fill material and conduct activities necessary to restore preconstruction hydrology by addressing soil compaction. When temporary fill has been added to wetlands, or heavy equipment has been placed within a wetland, the Permittee shall ensure restoration of preconstruction soil conditions when restoring wetland areas. Upon restoration of the wetland, the Permittee shall inspect the area quarterly for a minimum of two years to document successful restoration. The Permittee shall provide documentation of inspections to DWR when requested. The monitoring requirement can be relieved with review and written approval by DWR. If the area is not restored to preconstruction conditions the impacts shall be considered permanent, and the Permittee shall request a modified Certificate of Coverage from DWR. With prior written approval from DWR, removal of temporary fill and temporary culverts and restoration of the impacted area may be postponed to accommodate moratorium periods. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

31. Demolition of existing structures, such as culvert or bridge removal, shall be conducted to ensure water quality standards are maintained. NCDOT activities shall adhere to NCDOT's *Best Management Practices for Construction and Maintenance Activities*. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

32. Any rip-rap or other armoring materials required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the construction activity covered by this General Certification. All rip-rap or other non-natural armoring material placed in streams shall be placed such that the original streambed elevation and streambank contours are restored, and that the finished elevation of the rip rap shall not exceed that of the original stream bed. All rip-rap or other armoring materials shall consist of clean rock or masonry material free of debris or toxic pollutants. Placement of rip-rap or other armoring materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or be installed in a manner that precludes aquatic life passage. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

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33. Any rip-rap or other non-natural armoring material (i.e. gabion baskets, revetments, bulkheads, seawalls, retaining walls) used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows, and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap or other armoring materials shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. Any rip-rap or other armoring materials placed in the streambed shall be such that the finished elevation of the rip rap or other armoring materials shall not exceed that of the original stream bed. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0201*

34. Rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405. *Citation: 15A NCAC 02H .0507(c); 15A NCAC 07H .1400*

35. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication, and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200*

36. Heavy equipment working in wetlands shall be placed on mats or non-impact equipment shall be used to ensure no disturbance and/or compaction of soil from equipment except within the footprint of the impacts covered by this Certification. Heavy equipment necessary for in stream activities shall be operated from the banks to the maximum extent practical and in no cases shall cause unstable stream banks or a violation of water quality standards. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0231*

37. In accordance with G.S. 143-215.85(b), the Permittee shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours. *Citation: 15A NCAC 02H .0507(c); N.C.G.S 143-215.85(b)*

38. For all dam removal projects meeting the definition under G.S. 143-215.25 and requirements under G.S. 143-215.27 of a professionally supervised dam removal, the applicant shall provide documentation that any sediment that may be released has similar or lower level of contamination than sediment sampled from downstream of the dam in accordance with Session Law 2017-145. *Citation: 15A NCAC 02H .0502; 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC02B .0200; S.L. 2017-145;*

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39. The Permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. *Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)*

IV. DEFINITIONS

Temporary Impacts: Any impact that temporarily disturbs a stream, wetland, or open water and returns the disturbed area to pre-construction conditions, form and function or improved form and function within a duration that will ensure minimal disturbance to ecological function, including biological transport, migration, and reproduction.

Permanent Impacts: Any impact that modifies the form or function of a stream, wetland, or open water in a permanent manner, or for a duration that is sufficiently long to disrupt natural processes within the surface water. Examples include culverts, fill, riprap, streambank or shoreline stabilization, dredging, relocations, restoration. Permanent impacts may (1) improve the function of surface waters, such as stream and wetland restorations, (2) be neutral to the function of the surface waters, or (3) cause a reduction or loss of function of surface waters.

Secondary Indirect Impacts – Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable. Secondary indirect impacts may (1) improve the function of surface waters, such as stream and wetland restorations, (2) be neutral to the function of the surface waters, or (3) cause a reduction or loss of function of surface waters.

Stream Restoration - the process of converting an unstable, altered, or degraded stream corridor, including adjacent riparian zone and flood-prone areas, to its natural or referenced stable conditions considering recent and future watershed conditions. This process also includes restoring the geomorphic dimension, pattern, and profile as well as biological and chemical integrity, including transport of water and sediment produced by the stream's watershed in order to achieve dynamic equilibrium. 'Reference' or 'reference reach' means a stable stream that is in dynamic equilibrium with its valley and contributing watershed. A reference reach can be used to develop natural channel design criteria for stream restoration projects.

Stream Relocation - Stream relocation is when a stream is moved laterally to a new location to allow a project, or part of a project, to be constructed in the stream's former location. For permitting purposes, stream relocations may be considered a loss of function pursuant to 15A NCAC 2H .0506(c) depending on the documented condition and location of the existing stream and the proposed design and success of the relocated stream.

Docusign Envelope ID: 698BA830-EC3E-8329-83E3-D098BFEF0BC9

V. ADMINISTRATIVE PROVISIONS

In accordance with 15A NCAC 02H .0506(b), the Director of the North Carolina Division of Water Resources may require submission of an application for an Individual Certification for any project if, based on the unique characteristics of the project, it is determined by the Director that the conditions in this general certification will not ensure that the proposed activity will comply with state water quality standards, which includes designated uses, numeric criteria, narrative criteria and the state's antidegradation policy.

This General Certification does not relieve the permittee of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, Division of Coastal Management and Trout Buffer regulations.

This General Certification, and any associated certificates of coverage, neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This General Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and does not create any prescriptive right or any right of priority regarding any usage of water. This General Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this General Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this General Certification. For purposes of this paragraph for projects that do not require issuance of a certificate of coverage, the date of issuance shall be deemed to be the date that activities covered by this General Certification were initiated. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes the corresponding Nationwide Permit or when deemed appropriate by the Director of the Division of Water Resources, consistent with the provisions of 15A NCAC 2H .0507.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of any Certificate of Coverage issued under this General Certification for the project and may also result in criminal and/or civil penalties.

North Carolina Department of Transportation

Highway Stormwater Program

STORMWATER MANAGEMENT PLAN

FOR NCDOT PROJECTS

(Version 2.08; Released April 2018)

WBS Element: HB-0038 **TIP No.:** **County(ies):** Nash **Page** 1 **of** 1

General Project Information

WBS Element:	HB-0038	**TIP Number:**		**Project Type:**	Bridge Replacement	**Date:**	4/20/2026
NCDOT Contact:	Rachel Evans, PE			**Contractor / Designer:**	STV Engineers, Inc. / Grace Sullivan		
	Address: 509 Ward Blvd. Wilson, NC 27895			**Address:**	400 Hillsborough St. Suite 430 Raleigh, NC 27603		
	Phone: (252) 640-6434			**Phone:**	(910) 986-9069		
	Email: RCEVANS@NCDOT.GOV			**Email:**	grace.sullivan@stvinc.com		
City/Town:	Rocky Mount, NC			**County(ies):**	Nash		
River Basin(s):	Tar-Pamlico			**CAMA County?**	No		
Wetlands within Project Limits?	No						

Project Description

Project Length (lin. miles or feet):	0.320	**Surrounding Land Use:**	Recreational

	Proposed Project	**Existing Site**
Project Built-Upon Area (ac.)	2.0 ac.	2.0 ac.
Typical Cross Section Description:	Bridge : Two 11' lanes with 6' paved shoulders. Approach: Two 11' lanes with 5' paved shoulder.	Bridge: Two 11' lanes with 5' paved shoulders Approach: Two 11' lanes with 6" shoulders
Annual Avg Daily Traffic (veh/hr/day):	Design/Future: 2628 Year: 2046	Existing: 1977 Year: 2026

General Project Narrative: (Description of Minimization of Water Quality Impacts)

The existing 300' 5 span bridge over Tar River Reservior on SR 1745 (Bend Of The River Road) is being replaced with a 3 span 315' bridge. The bridge will have 1.5:1 sloping abutments. The bridge will be superelevated at 2.5% normal crown with two 11' travel lanes with 6' shoulder on both sides and 36'-7" OTO width. The existing bridge structure will be removed. There are existing concrete ditches along both sides of the road at both ends of the bridge that flow directly into the main channel. There are concrete flumes that will be placed on both sides of the roadway in the shoulder berm gutters to pick up runoff from the bridge at both ends. There will be Class-II rip rap abutment protection on the end bridge side of the stream to prevent future erosion and stream migration. No deck drains will be required to meet spread criteria. A causeway may be needed to remove the existing structure and to build the proposed structure. It can not block more than 50% of the river flow at a time.

Waterbody Information

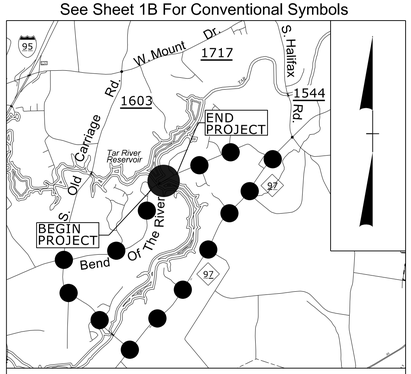
Surface Water Body (1):	Tar River Reservior		**NCDWR Stream Index No.:**	**28-(36)**		
NCDWR Surface Water Classification for Water Body		**Primary Classification:**	Water Supply IV (WS-IV)			
		Supplemental Classification:	None			
Other Stream Classification:	None					
Impairments:	None					
Aquatic T&E Species?	Yes	Comments:	Neuse River waterdog, Carolina madtom, yellow lance, Atlantic pigtoe, and Tar River spinymussel			
NRTR Stream ID:	Tar River Reservior (Tar River)			**Buffer Rules in Effect:**	Tar-Pamlico	
Project Includes Bridge Spanning Water Body?	Yes	**Deck Drains Discharge Over Buffer?**	No	**Dissipator Pads Provided in Buffer?**	**No**	
Deck Drains Discharge Over Water Body?	No	(If yes, provide justification in the General Project Narrative)		(If yes, describe in the General Project Narrative; if no, justify in the General Project Narrative)		
(If yes, provide justification in the General Project Narrative)						

09/08/99

TIP PROJECT: HB-0038

CONTRACT: _____

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



OFFSITE DETOUR ROUTE

VICINITY MAP (NTS)

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

NASH COUNTY

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	HB-0038	1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION
50636.1.1	N/A	PE
50636.2.1	N/A	ROW
50636.2.2	N/A	UTILITIES
50636.3.1	N/A	CONST.

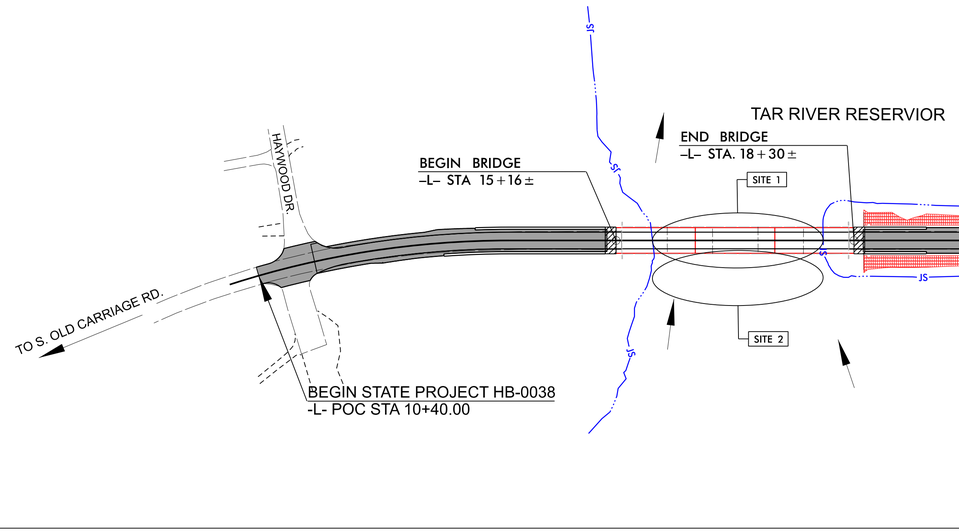
RIGHT OF WAY PLAN SET

LOCATION: *BRIDGE 630110 ON SR 1745 (BEND OF THE RIVER ROAD) OVER THE TAR RIVER RESERVOIR*

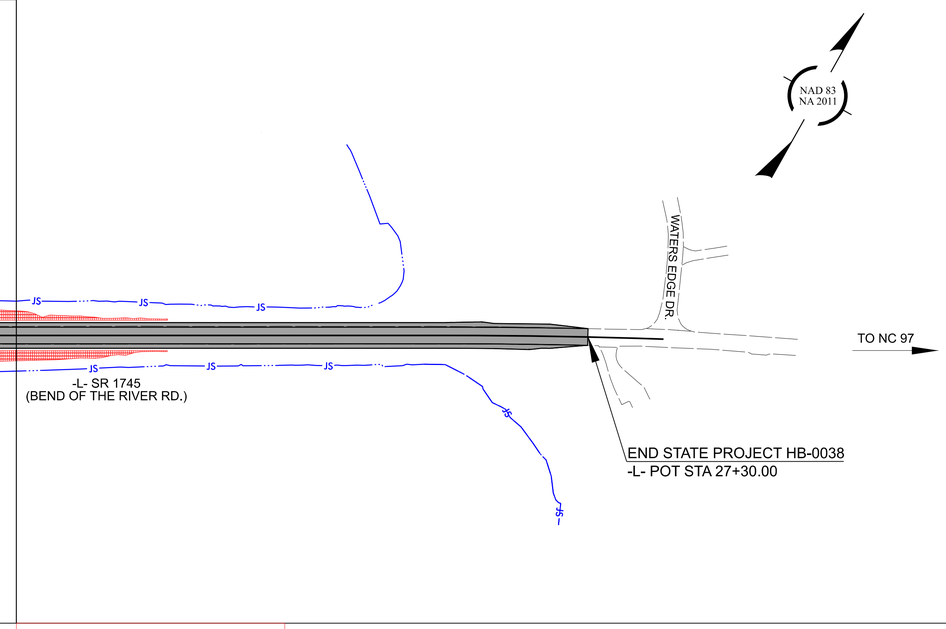
TYPE OF WORK: *GRADING, DRAINAGE, PAVING, AND STRUCTURE.*

WETLAND AND SURFACE WATER IMPACTS PERMIT

4



5



Permit Drawing
Sheet 1 OF 5

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

THIS IS A NON CONTROLLED ACCESS FACILITY.
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

GRAPHIC SCALES

50 25 0 50 100
PLANS

50 25 0 50 100
PROFILE (HORIZONTAL)

10 5 0 10 20
PROFILE (VERTICAL)

DESIGN DATA

ADT 2026 = 1,977
ADT 2046 = 2,628
K = 10%
D = --
T = 6% *
V = 60 MPH
* TTST = 6 DUAL
FUNC CLASS = LOCAL
SUB-REGIONAL TIER

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT HB-0038 = 0.261 MILES

LENGTH STRUCTURES TIP PROJECT HB-0038 = 0.059 MILES

TOTAL LENGTH TIP PROJECT HB-0038 = 0.320 MILES

NCDOT CONTACT: RACHEL EVANS, PE
DIVISION 4

509 WARD BLVD.
WILSON, NC 27895

DIRECT: (252)640-6434
RCEVANS@NCDOT.GOV

Prepared in the Office of:
STV Engineers, Inc.
400 Hillsborough St. Suite 430
Raleigh, NC 27603
NC License Number F-0991

2024 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:
OCTOBER 15, 2025

LETTING DATE:
NOVEMBER 17, 2026

E. NEAL PASCHAL, PE
PROJECT ENGINEER

SARA S. LOUKILI, PE
PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

_____
P.E.
SIGNATURE:

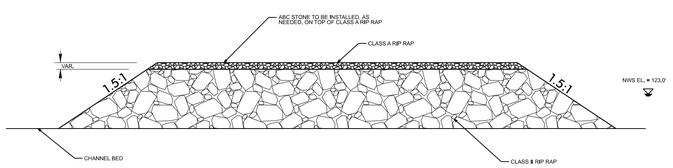
ROADWAY DESIGN ENGINEER

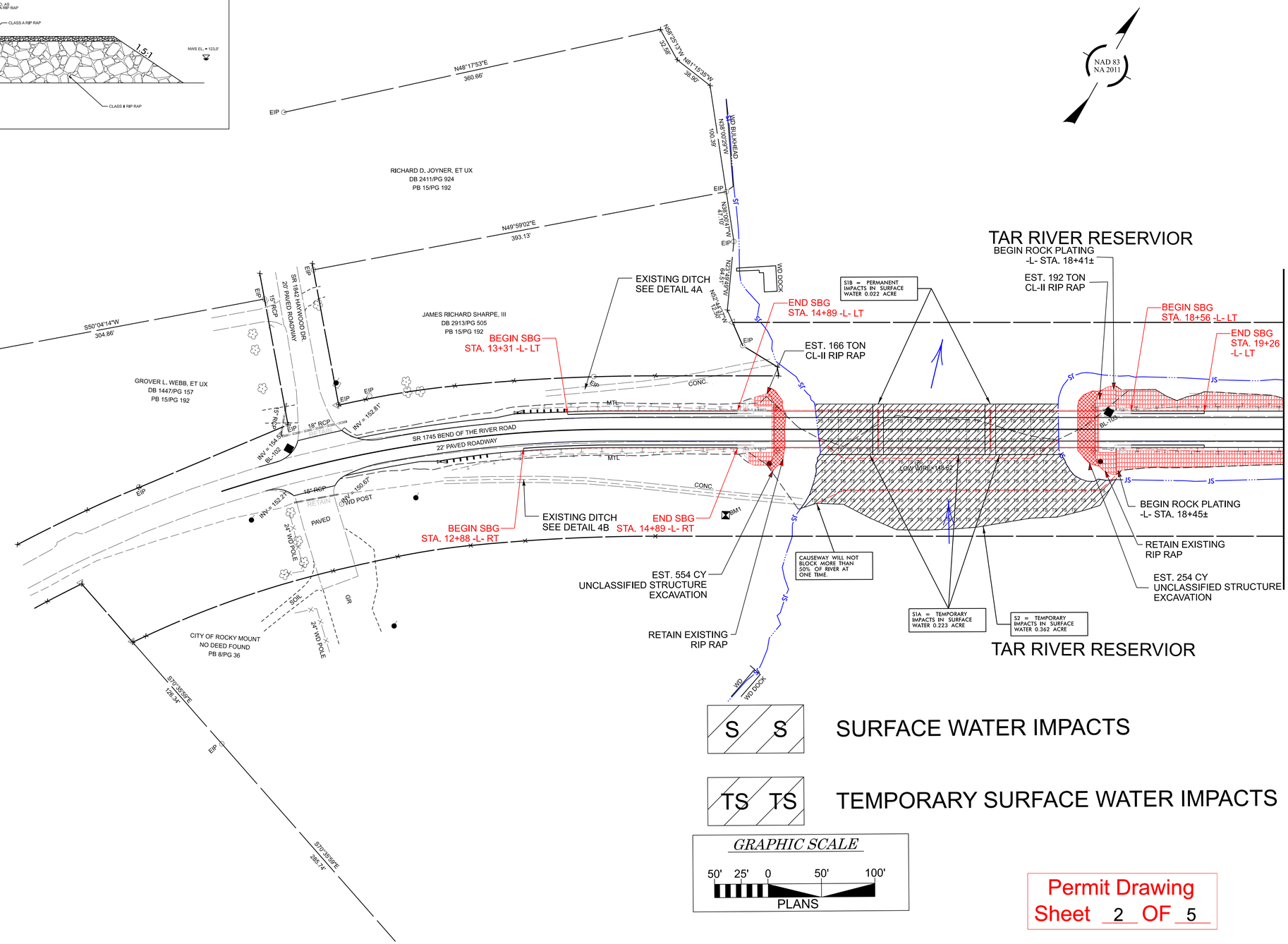
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P.E.
SIGNATURE:

STATE OF NORTH CAROLINA • DEPARTMENT OF TRANSPORTATION •

TEMPORARY WORK PAD DETAIL

NOT TO SCALE





S S SURFACE WATER IMPACTS

TS TS TEMPORARY SURFACE WATER IMPACTS

GRAPHIC SCALE

50' 25' 0 50' 100'

PLANS

Permit Drawing
Sheet 2 OF 5

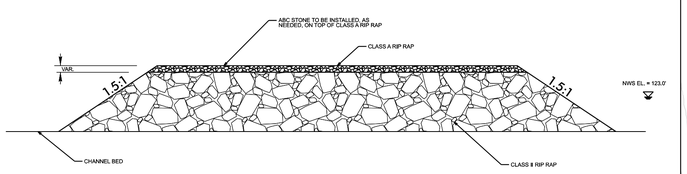
SEE SHEET 5 FOR PROFILE VIEW

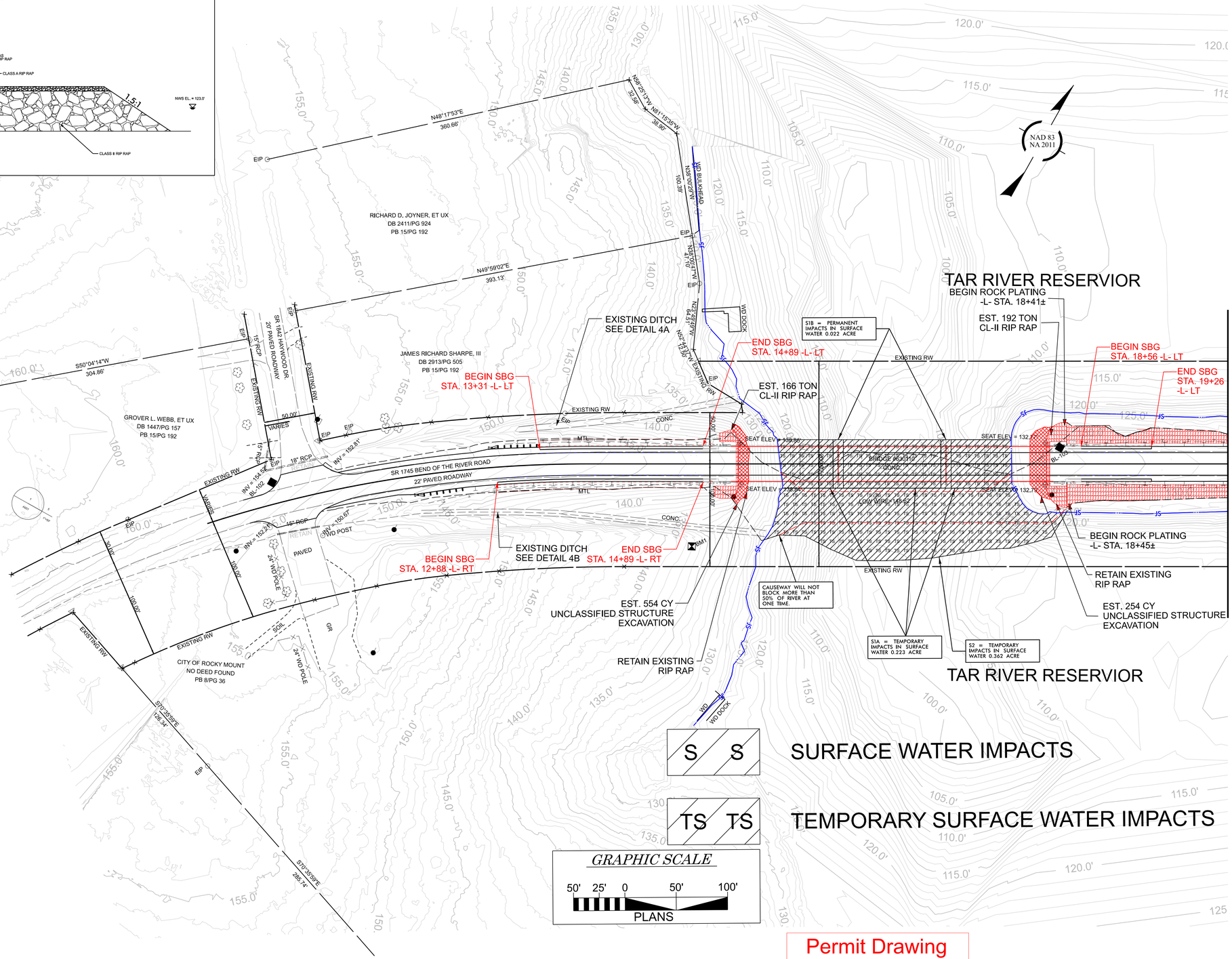
HB-0038
ROW 004
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
NASH COUNTY
ROADWAY DESIGN UNIT
ROADWAY DESIGN ENGINEER
HYDRAULICS ENGINEER
PREPARED BY
STV Engineers, Inc.
400 Hillsborough St.
Suite 430
Raleigh, NC 27603
NC License Number F-0991

REVISIONS

TEMPORARY WORK PAD DETAIL

NOT TO SCALE





S S SURFACE WATER IMPACTS

TS TS TEMPORARY SURFACE WATER IMPACTS

GRAPHIC SCALE

50' 25' 0 50' 100'

PLANS

Permit Drawing
Sheet 3 OF 5

SEE SHEET 5 FOR PROFILE VIEW

HB-0038
ROW 004

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
NASH COUNTY

ROADWAY DESIGN UNIT

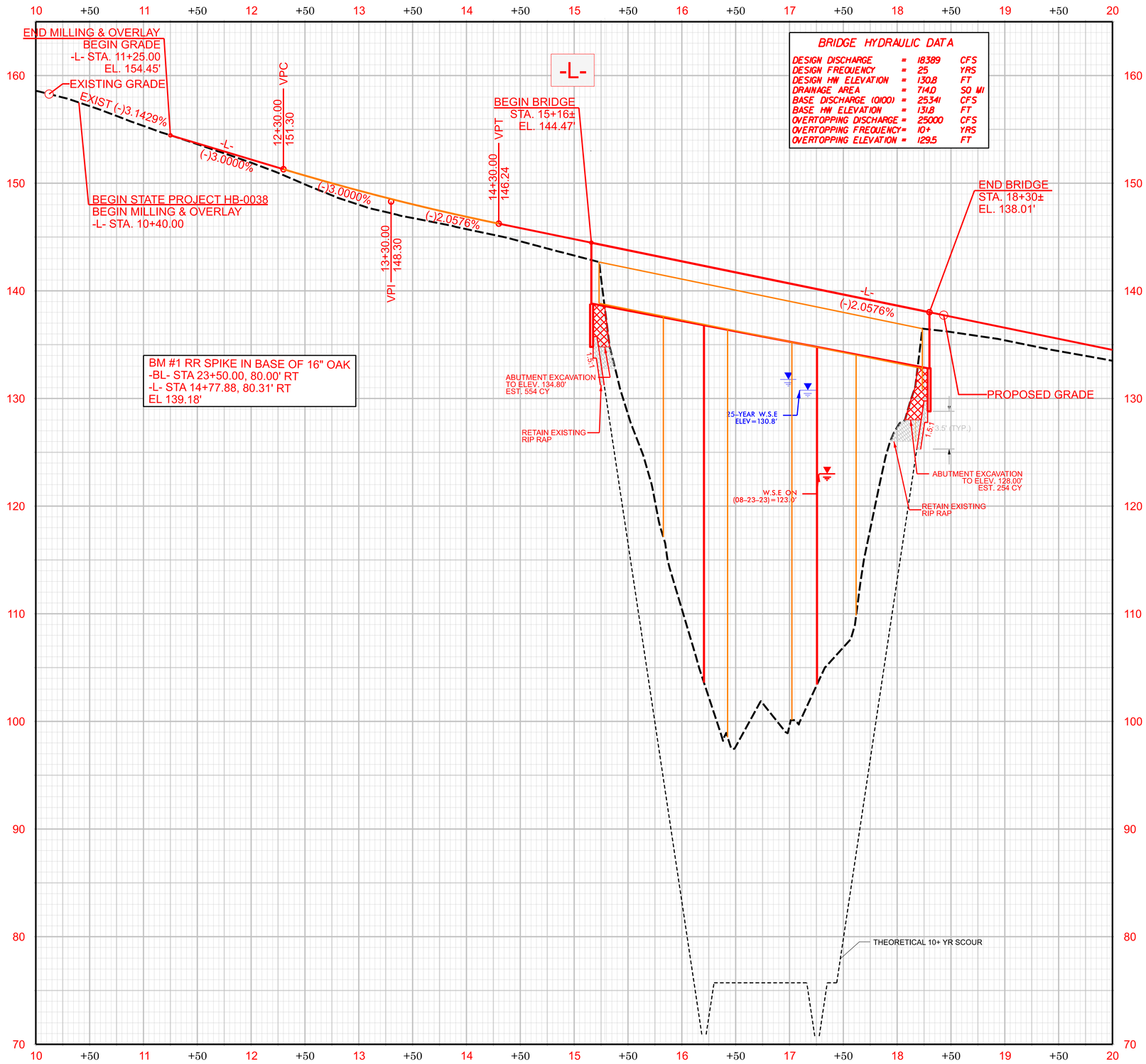
ROADWAY DESIGN ENGINEER

HYDRAULICS ENGINEER

PREPARED BY

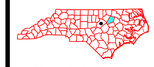
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REVISIONS



HB-0038
ROW 006

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
NASH COUNTY



ROADWAY DESIGN UNIT

ROADWAY DESIGN ENGINEER

HYDRAULICS ENGINEER

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REVISIONS

Permit Drawing
Sheet 4 OF 5

SEE SHEET 4 FOR PLAN VIEW

WETLAND AND SURACE WATER IMPACTS SUMMARY

			WETLAND IMPACTS					SURFACE WATER IMPACTS				
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1A	15+61.06/ 17+92.45	Bridge							0.223			
1B	16+15.50/17+30.50	Bridge						0.006				
2	15+48.16/18+42.75	Causeway							0.362			
TOTALS*:			**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.022**	**0.585**	**0**	**0**	**0**

*Rounded totals are sum of actual impacts

NOTES:

Revised 2018 Feb

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
April 20th, 2026
Nash County

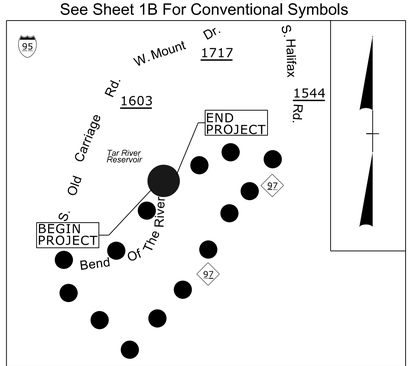
HB-0038
SHEET 5 OF 5

09/08/99

TIP PROJECT: HB-0038

CONTRACT: _____

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



OFFSITE DETOUR ROUTE

VICINITY MAP (NTS)

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DIVISION OF HIGHWAYS

NASH COUNTY

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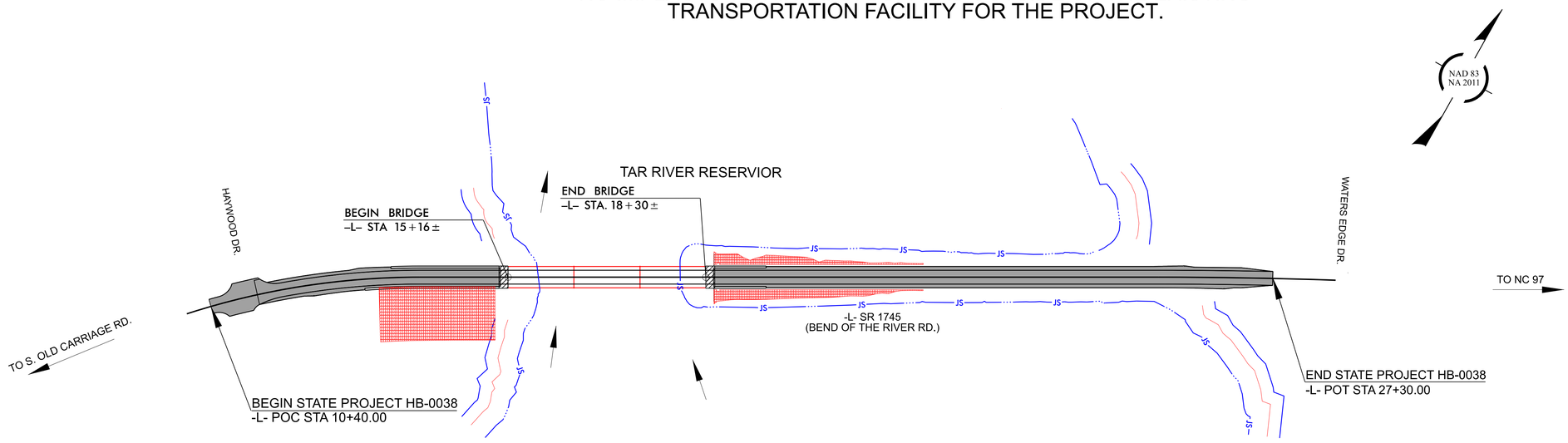
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TYPE OF WORK: *GRADING, DRAINAGE, PAVING, AND STRUCTURE.*

BUFFER IMPACTS PERMIT

PROPOSED PROJECT IS LOCATED COMPLETELY WITHIN THE EXISTING TRANSPORTATION FACILITY. THERE WILL BE NO IMPLACTS TO RIPARIAN BUFFERS OUTSIDE OF THE EXISTING TRANSPORTATION FACILITY FOR THE PROJECT.



Buffer Drawing
Sheet 1 OF 1

INCOMPLETE PLANS
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HYDRAULICS ENGINEER

_____ P.E.
SIGNATURE:

ROADWAY DESIGN ENGINEER

_____ P.E.
SIGNATURE:

STATE OF NORTH CAROLINA • DEPARTMENT OF TRANSPORTATION •

Boater Safety Plan: HB-0038 over Tar River Reservoir, Nash County

Introduction

The North Carolina Department of Transportation (NCDOT), Highway Division 4 proposes to replace Bridge No. 630110, an existing steel girder bridge, built in 1980, located on SR1745 (Bend of the River Rd.) over Tar River Reservoir in Nash County near Rocky Mount. A new concrete girder bridge, having an overall length of 314 feet and consisting of three spans, will be built on the location of the existing structure. The scope of work includes both construction and demolition. A boat ramp is located adjacent to the proposed bridge and may be used as a staging area by the Contractor.

The Tar River Reservoir is an active waterway, with a variety of uses including recreational boating, fishing, paddling, etc. Consequently, avoidance and minimization measures are included where appropriate throughout the document. A navigable boating channel will be maintained through the project limits during construction and demolition phases to the extent practicable. Temporary restrictions or closures may be required during certain operations. The location, configuration, and width of the navigable channel is shown on Figures 1-4, and any associated timeframes for restrictions or closures will be determined by the Contractor based on selected means and methods and will be subject to approval by NCDOT Division 4 Division Construction Engineer (DCE) and Division Environmental Officer (DEO).

Existing Conditions

The existing structure is a five-span, steel girder bridge. This bridge is to be demolished and replaced by the proposed structure. Boaters are currently able to traverse the bridge underneath spans 2, 3, or 4.

No Wake Zone – There are at least four ‘No Wake’ buoys located approximately 150 feet from the existing bridge based available imagery. There is at least one buoy northwest of the bridge and at least three buoys to the southeast of the bridge. All are located between 50 feet and 250 feet of the edge(s) of the existing bridge.

Scope of Construction Activities

Two methods have been identified for the construction of the proposed bridge. Method A proposes the use of a barge for construction and Method B proposes using temporary causeways. Both methods include similar safety measures. These measures include, but are not limited to,

the installation of floating barriers, lighted buoys, and cautionary signage. The sequence of activities related to boater safety include:

- Install a debris shield and other necessary safety mechanisms, as required by relevant NCDOT and/or environmental guidelines, to prevent damage to the existing environment and maintain safety for workers and the public.

- Install signage or other means of communication that provides clear Go/No-Go area(s) to the public. At least one navigable channel having a minimum clear width of 20 feet will remain open throughout construction except during approved temporary closures.

- Construction activities will occur on both ends of the bridge using either method. The navigable channel location will change from one side to the other over the life of the project. An unobstructed channel will be maintained for boater traffic (see Figures 1-4).
- Construction will be staged to maintain safe navigation through the project limits to the maximum extent practicable.
- **Prior to demolition or bridge construction**, temporary navigation control devices will be installed to identify the active work area and designated boating channel.
- **During construction activities adjacent to an existing bridge span**, a designated navigable boating channel will be maintained through an unobstructed span of the bridge, as shown conceptually in Figures 1 through 4.
- **As construction progresses**, temporary navigation control devices will be relocated, as necessary, to maintain a clearly defined navigable boating channel.
- **During bridge demolition, girder erection, or other overhead construction activities**, temporary reductions in channel width or temporary closure of the navigable channel may be required. Such closures shall be limited to the minimum duration necessary and coordinated with NCDOT.

Access

Method A – Barge Construction:

- Access to the bridge for construction workers and equipment will be by barges situated on Tar River or from the new bridge. All barge activity will be reviewed by NCDOT and must be approved prior to beginning construction. Access to the bridge from the Tar River Reservoir by construction crews and equipment will be onto a barge via a public or private boat launch. The barge will be approximately 40 feet by 40 feet in size, which will primarily be in the area as shown in Figures 1 & 2. Work skiffs launched from either

public or private boat launch will shuttle construction workers as needed. Impact to shorelines is expected. Additionally, there will be impacts and access restrictions to the existing boat ramp facility on the south of proposed bridge.

Method B – Temporary Causeway Construction:

- Access to Tar River Reservoir by construction crews and equipment will be via the temporary causeway(s) as shown in Figures 3 and 4. Impact to shorelines is expected. Additionally, there may be impacts and access restrictions to the existing boat ramp facility on the south of proposed bridge.

Bridge Construction Items

- All debris generated by construction will be contained and at no time will it be dropped into the lake water. Construction areas will be closed off from boating access for duration of construction activities.

- The Contractor will protect all utility lines or mains which may be supported on, under or adjacent to bridge work sites from damage. There is an attached water and gas line attached to the underside of the existing bridge.

Operational Safety Methods

- Active Construction Area: The active construction area will be clearly delineated using temporary navigation control devices, which may include floating barriers, marine safety lights, navigation markers, and temporary signage to prevent unauthorized boater access.
- Falling Debris Protection: Debris shield curtains and other containment measures will be installed prior to demolition or overhead construction activities to prevent debris from entering the waterway and creating hazards to boaters.
- Navigation Channel: A designated navigable channel will be maintained through the project limits to the maximum extent practicable. Temporary navigation control devices will be adjusted as construction progresses to maintain a safe and clearly identifiable navigation route.
- Temporary Waterway Restrictions: Temporary reductions in channel width or temporary closures may be required during demolition, girder erection, or other overhead construction activities where safe boater passage cannot be maintained. Such restrictions will be limited to the minimum duration necessary and coordinated with NCDOT to alert the public.

Contractor Responsibilities

The Contractor will be responsible for implementing, maintaining, and monitoring all aspects of the boater safety system throughout the duration of construction. Responsibilities include, but are not limited to:

- Submitting plans including buoy layout, barrier placement, and navigation channel configuration, based on the construction means and methods.
- Installation, operation, and maintenance of all buoys, barriers, debris containment systems, and associated warning lights.
- Daily inspection and, if needed repair, of all floating barriers, marine safety lights, warning buoys, navigation markers, debris shield curtains, and temporary boater notification signs.
- Repositioning temporary navigation markers, buoys, barriers, marine safety lights, and other associated boater safety devices, as necessary, to maintain the designated navigable boating channel throughout all phases of construction.
- Removal of any debris in the waterway.
- Maintaining a clearly defined and safe boating path through or around the project limits, as approved by NCDOT Division 4.
- Coordination with NCDOT, local agencies, and emergency services as necessary.
- Implementation of appropriate regulatory and warning signage and buoys in accordance with applicable guidelines (e.g., U.S. Coast Guard and NCWRC).
- Minimizing the duration and extent of any temporary navigation impacts associated with construction activities.

The Contractor will ensure that all boater safety measures remain in place and fully functional for the duration of construction activities impacting the waterway.

Communication with Stakeholders and the Public

If a navigable boating channel cannot be maintained during portions of the construction process, the Contractor will coordinate with NCDOT Division 4 regarding any required temporary waterway restrictions or closures. Temporary closures will be limited to the duration necessary to safely complete the work.

Prior to the start of construction, NCDOT will coordinate with other state and federal agencies, including b the North Carolina Wildlife Resources Commission (NCWRC), the U.S. Fish and Wildlife Service (USFWS), and other appropriate agencies, as necessary, to determine the final sign message content and public notification requirements.

The Contractor will furnish, install, maintain, and relocate as necessary temporary boater notification signs. Signs will be coordinated with NCDOT Division 4 and sized such that they can be seen at an appropriate distance. At a minimum, proposed temporary signing may include:

- Two (2) (each, total of four (4)) advance warning signs for boaters approaching from upstream or downstream.
- Two (2) channel guidance signs located adjacent to the bridge to direct boaters to the designated navigable channel.
- One (1) project information sign at the existing public boat ramp adjacent to the bridge.
- Two (2) project information signs at other public boating access locations or other locations as directed by NCDOT.

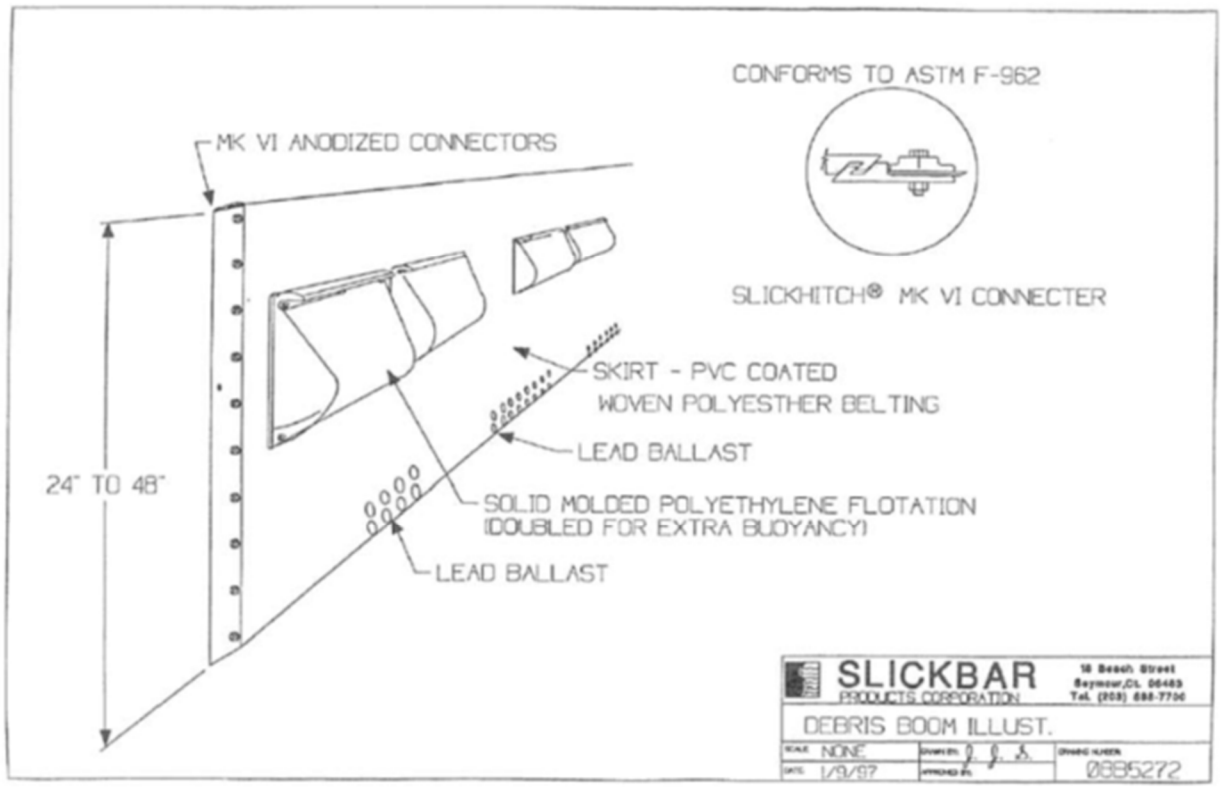
The temporary signing system will be supplemented with floating barriers, navigation markers, marine safety lights, and other temporary navigation control devices, as shown conceptually in Figures 1 through 4, to clearly identify the active construction area, restricted areas, and designated navigation channel(s). All temporary navigation control devices will conform to applicable federal and state requirements and will be maintained throughout the duration of construction.

Boater Safety System

The active construction areas will be restricted to NCDOT and its contracted construction firm and subs. NCDOT will provide advisory information to the City of Rocky Mount for distribution to the public. Each boat launch will also have placards displayed at the loading areas informing boaters of the restrictions to the waterway access under the bridge. The placards will be displayed a minimum of two weeks prior to the installation of the floating barricade system and the associated work to be performed on the structure. The information and placards will provide contact numbers for various entities – the Contractor, NCDOT, and, if needed, the US Fish and Wildlife Service so that the public can make inquiries or report damage, vandalism or operational problems with the system.

All work areas proposed for the project will be protected by the equipment described below.

Debris Shield Curtain – a bright debris shield will be deployed to protect the work areas. The debris shield curtain is intended to contain falling debris and clearly define the limits of the active construction area, preventing boater access into the work zone. The proposed work areas and plans depicting the sequencing are shown in Figures 1-4. Below is a section of an example of the product utilized for the barricade:



Lighting – solar powered red LED marine safety lights will be placed atop the barricade buoys. The buoys will be spaced no more than 50 feet apart along the top of the barricade, which will include the proposed maintenance activity. The lights will be placed a minimum of 2 feet above the water line to provide visual caution both day and night. The marine safety lights are intended to delineate the limits of the restricted work area and designated navigable boating channels during periods of reduced visibility. These solar marine lights help protect boaters during the early morning and late afternoon/early evening hours or when cloud cover reduces visibility for boaters. The marine safety lights will be red in color and operate in a steady-on mode. They can be seen no matter the boaters' position or if not mounted perfectly level or if the buoy is bobbing or swaying. All routine maintenance activities for the barricade system is restricted to occur during daylight hours. Emergency repairs to the boater safety system will be made as needed, anytime 24 hours per day / any day of the week.

Mooring requirements - when utilizing barges, tugboats or other vessels, the Contractor will take all necessary precautions to ensure that such vessels are securely anchored or moored when not in active operation and to contain the vessels within the encapsulated work area. These requirements are intended to prevent construction vessels from drifting into the designated navigation channel or creating hazards to recreational boaters. The Contractor will also take all necessary measures to ensure that the vessels are operated in a manner that avoids damage to or unnecessary contact with bridges, boaters and other highway structures and attachments within

the containment area. If severe weather conditions are anticipated or should be anticipated through reasonable monitoring of weather forecasts, the Contractor will take additional measures to adequately moor the vessel within the containment area during the extreme conditions. Vessel(s) will be secured per Section 107 of the NCDOT Standard Specifications[1].

Deployment of the Boater Safety System

All avoidance and minimization measures will be put into place prior to the commencement of any work on the structure and moved periodically, as needed, to protect boaters from the construction activities. Deployment and redeployment will occur during daylight hours. It is to the discretion of the contractor on how this is accomplished

All deployment will be staged to prevent boater entrapment. The staging will progress such that work will start on the deployment and will continue each successive day until such time as the work area is protected. All barricade lights will be operational as soon as the barricade is deployed in the water. The lights will be inspected daily and repaired immediately, if necessary.

Other Considerations:

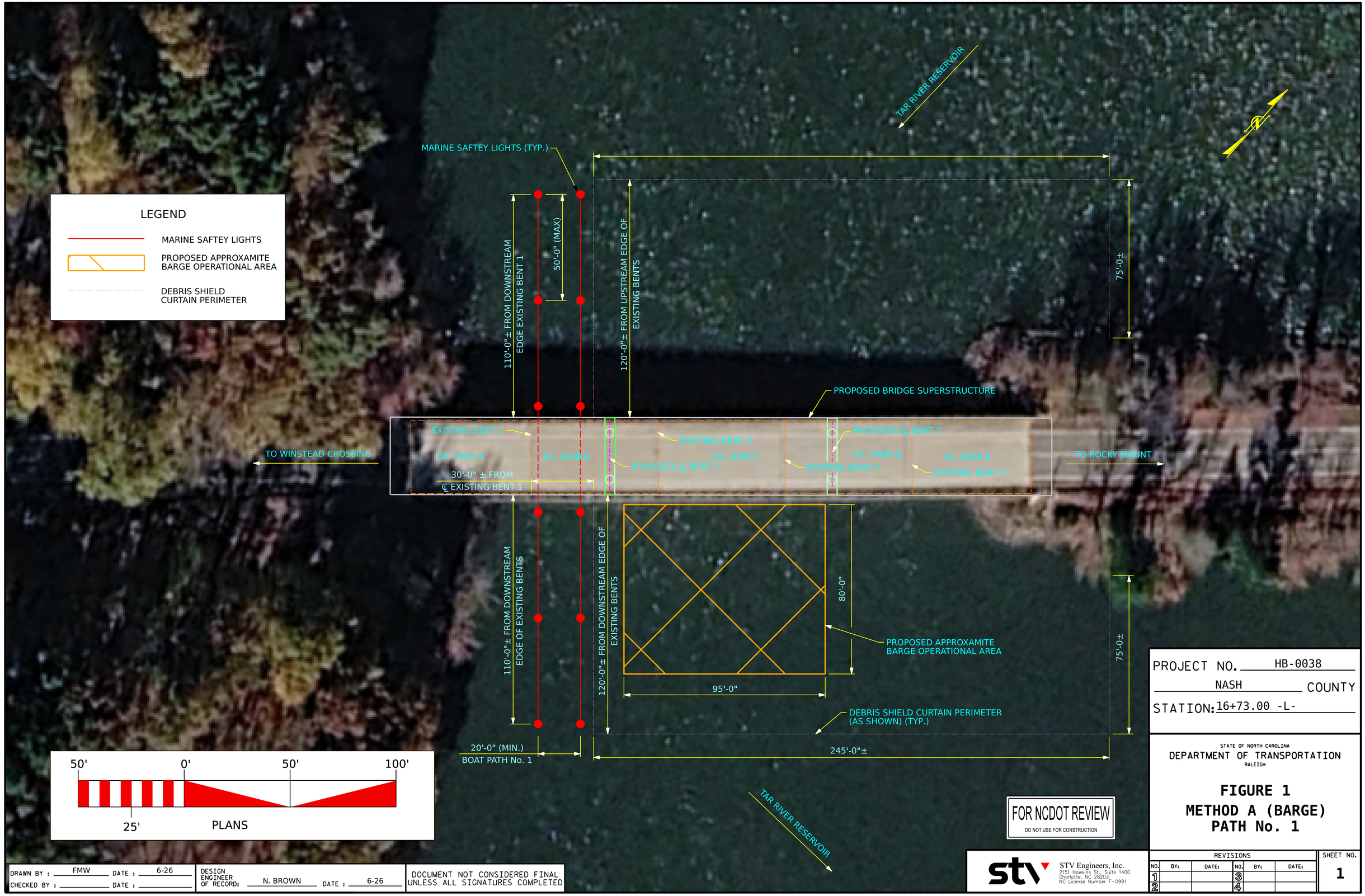
Time restrictions (boaters or construction):

- Under the bridge deck: none (operations can occur 24 hours per day / 7 days per week).
- Boater Safety System – operational throughout the project.
- Repairs – as needed, anytime 24 hours per day / 7 days per week.
- All routine maintenance of boater safety system to occur during daylight hours.

Standards:

[1]NCDOT Standard Specifications for Roads and Structures, January 2024.

[2]Occupational Safety and Health Act (OSHA 29-CFR 1910-1926)



FOR NCDOT REVIEW
DO NOT USE FOR CONSTRUCTION

PROJECT NO. HB-0038
NASH COUNTY
STATION: 16+73.00 -L-

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

FIGURE 1
METHOD A (BARGE)
PATH No. 1

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	1
1			3			
2			4			

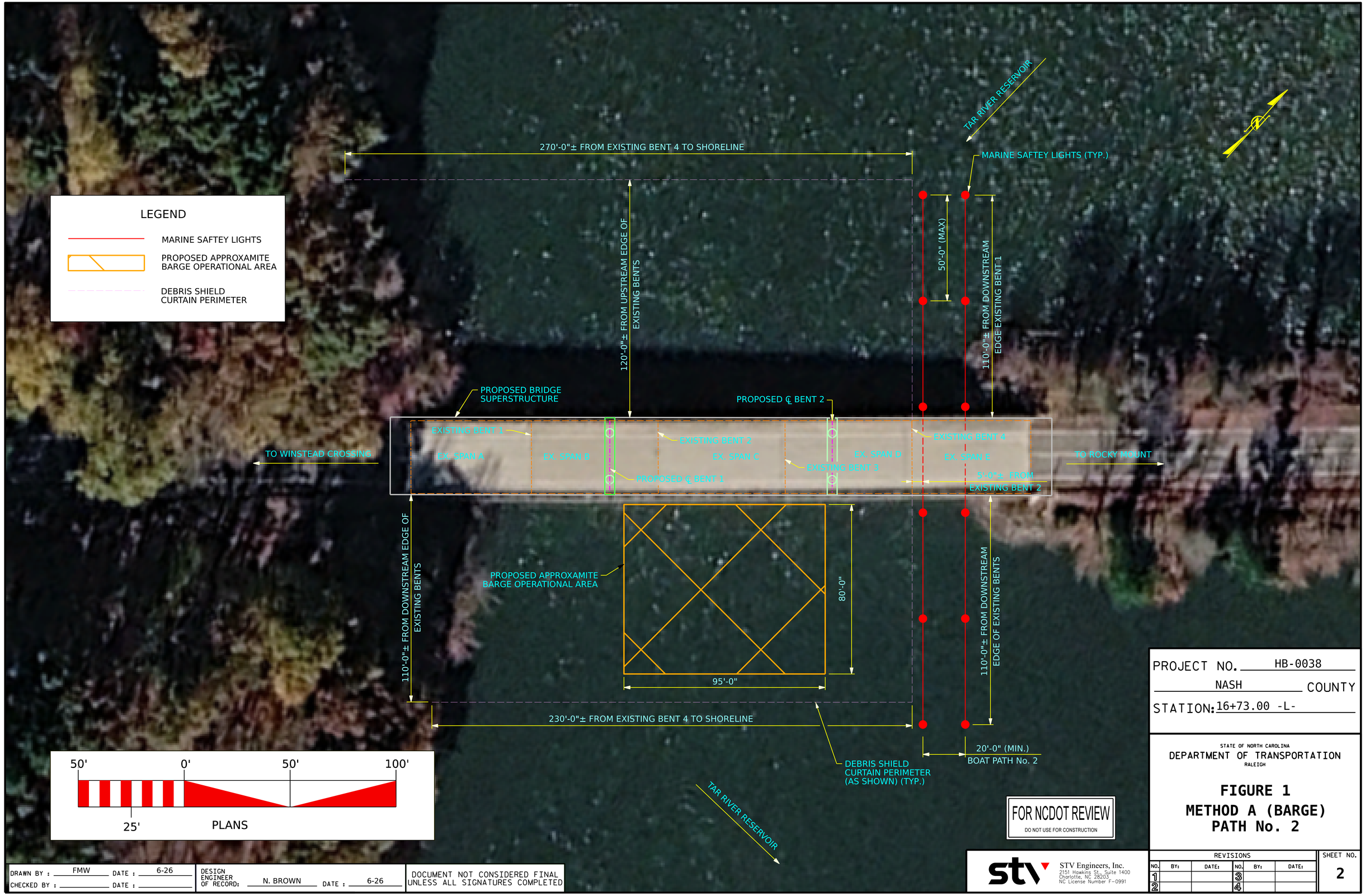
STV Engineers, Inc.
2151 Hawkins St., Suite 1400
Charlotte, NC 28203
NC License Number F-0991

DRAWN BY : FMW DATE : 6-26
CHECKED BY : DATE :

DESIGN ENGINEER OF RECORD: N. BROWN DATE : 6-26

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 7/29/2026 TIME: 8:56:02 AM
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FOR NCDOT REVIEW
DO NOT USE FOR CONSTRUCTION

PROJECT NO. HB-0038
NASH COUNTY
STATION: 16+73.00 -L-

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

FIGURE 1
METHOD A (BARGE) PATH No. 2

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	2
1			3			
2			4			

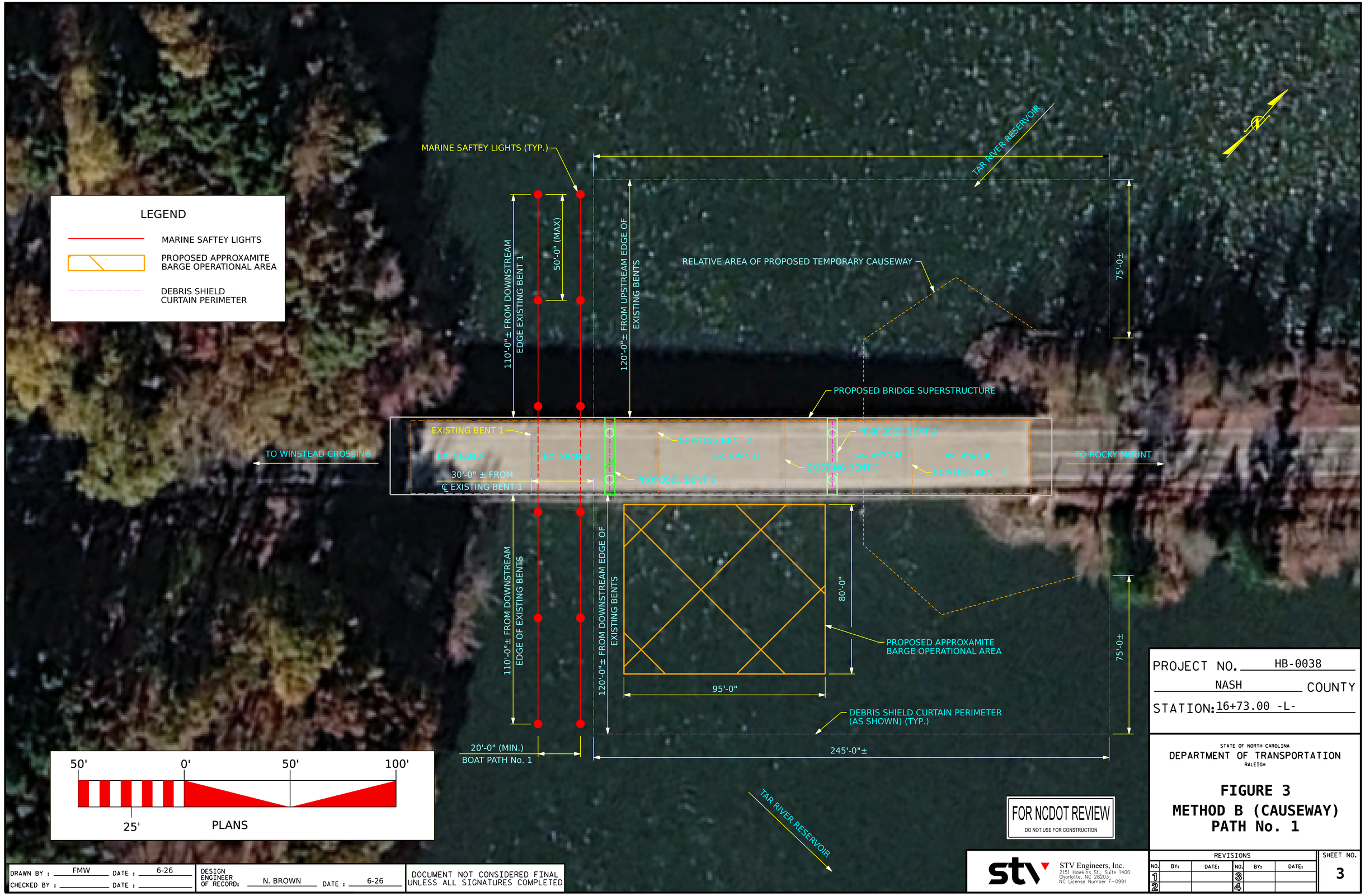
STV Engineers, Inc.
2151 Hawkins St., Suite 1400
Charlotte, NC 28203
NC License Number F-0991

DRAWN BY : FMW DATE : 6-26
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DESIGN ENGINEER OF RECORD: N. BROWN DATE : 6-26

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PROJECT NO. HB-0038

NASH COUNTY

STATION: 16+73.00 -L-

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

FIGURE 3
METHOD B (CAUSEWAY) PATH No. 1

FOR NCDOT REVIEW
DO NOT USE FOR CONSTRUCTION

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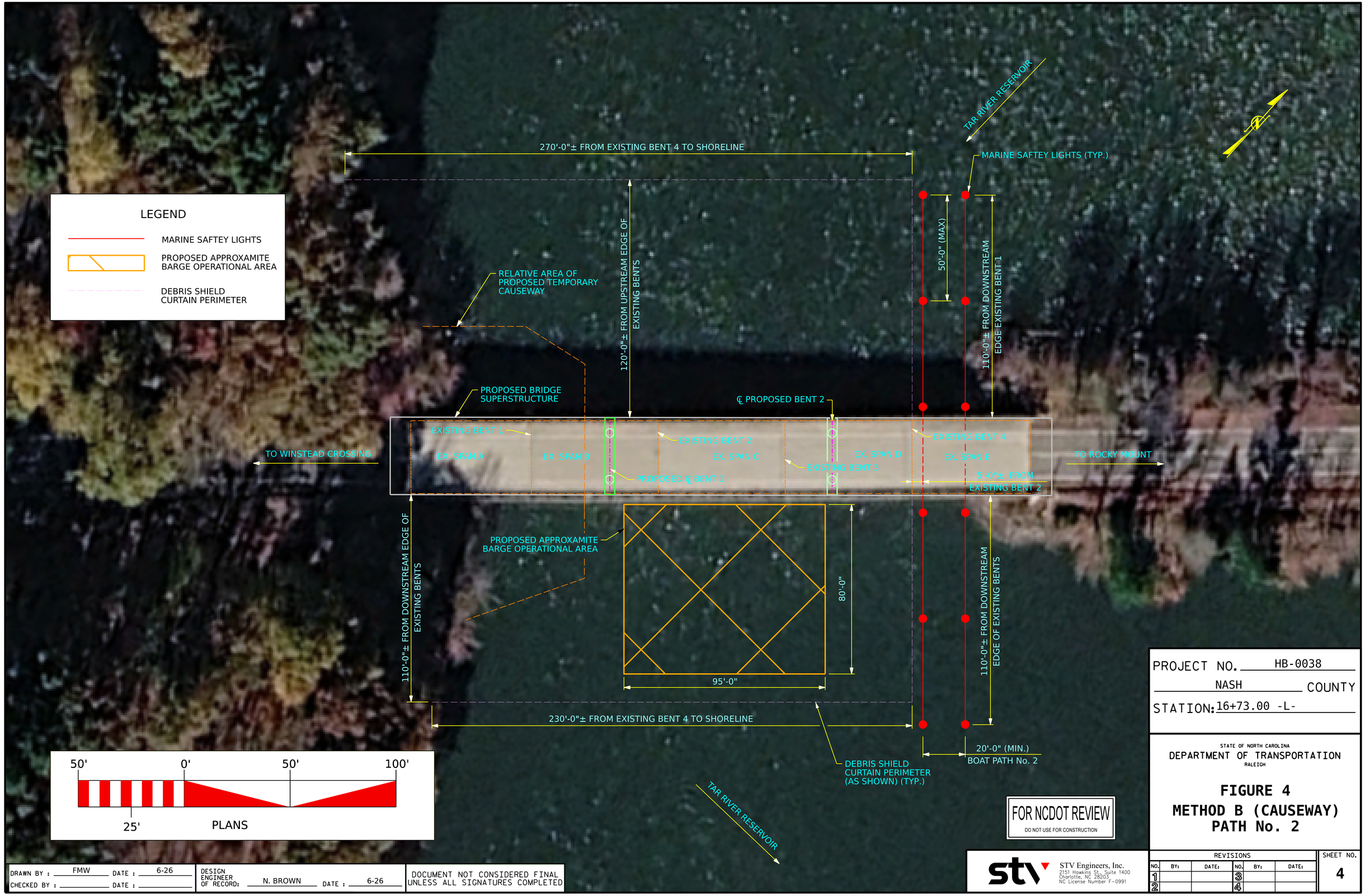
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REVISIONS						SHEET NO.
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1			3			
2			4			

DATE: 7/29/2026 TIME: 8:56:34 AM
FILE: Y:\Projects\4022413\4022413.0001\50_Deliverables & Submittals\Structures\08 Booter Saftey Plan\Figure 1.dgn



PROJECT NO. HB-0038
NASH COUNTY
STATION: 16+73.00 -L-

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH

FIGURE 4
METHOD B (CAUSEWAY) PATH No. 2

FOR NCDOT REVIEW
DO NOT USE FOR CONSTRUCTION

DRAWN BY : FMW DATE : 6-26
CHECKED BY : DATE :

DESIGN ENGINEER OF RECORD: N. BROWN DATE : 6-26

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STV Engineers, Inc.
2151 Hawkins St., Suite 1400
Charlotte, NC 28203
NC License Number F-0991

REVISIONS						SHEET NO.
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1			3			
2			4			

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STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *Standard Specifications*.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious **Weed**	Limitations per Lb. Of Seed	Restricted Noxious **Weed**	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall

not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue
Japanese Millet
Reed Canary Grass
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)(Rev. 6-16-26) Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26, replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3, replace "$30,000" with "$40,000".

Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7, replace "$30,000" with "$40,000".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace “applying the tack coat as specified.” with “applying the tack coat in accordance with Section 605.”.

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace “QC process.” with “QC process in accordance with Section 609.”.

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*” with “*Asphalt Concrete _____ Course, Type _____*”.

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)” with “Sign Erection, Relocate Type ___ (Ground Mounted)”.

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the “unpopulated blank row” in Table 1024-2 between “Time of set, deviation from control” and “Chloride Ion Content, Max.”.

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum” with “minimum”.

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping” with “All labor, the manhole, other materials, excavation, backfilling, piping”.

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace ")(1.25" with ", 1-1/4".

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)

(3-18-03)(Rev. 3-18-25) Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or *https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance of any character, if determined by an inspector present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION:

(6-28-77)(Rev 1/16/2024) Z-6

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

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

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, 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 directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, 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 Acts 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 Acts, the Regulations, and 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a 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 Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.

5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.

6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

   Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

   Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

   Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

   (i) The date of the alleged act of discrimination; or

   (ii) The date when the person(s) became aware of the alleged discrimination; or

   (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

   Title VI and related discrimination complaints may be submitted to the following entities:

   - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
   - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
   - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

   Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

   Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

   Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

TABLE 103-1
COMPLAINT BASIS

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. *Note:* Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. ***Note:*** Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(3) **Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non¬ discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

FHWA-1273 -- Revised June 25, 2026

CONTRACT PROVISIONS FOR
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits*. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance*. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.355(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (40 U.S.C. sections 14501(d) and 14701) and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

(10-16-07) (Rev. 6-16-26) Z-10

Description

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

The Alternate OJT Program will allow a Contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this special provision and the NCDOT On-the-Job Training Program Manual.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time, the Contractor shall enter into an agreement with the Department to implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing to fulfill their annual goal for the year.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions.

The Department has established common training classifications and their respective training requirements that may be used by the Contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing.

The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this special provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of trainees in each occupation shall be in their first year of training. The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive at minimum an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a Contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20260090 05/18/2026 NC90

Z-090

Date: May 18, 2026

General Decision Number: NC20260090 05/18/2026 NC90

Superseded General Decision Numbers: NC20250090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUNC2014-005 11/17/2014

	Rates	Fringes
TRUCK DRIVER (GVWR of 26,001 Lbs or Greater)	12.37	
TRUCK DRIVER (GVWR of 26,000 Lbs or Less)	11.12	
POWER EQUIPMENT OPERATORS (Milling Machine)	15.36	
POWER EQUIPMENT OPERATORS (Mechanic)	17.55	
POWER EQUIPMENT OPERATORS (Tack Truck/Distributor Operator)	14.52	
POWER EQUIPMENT OPERATORS (Slip Form Machine)	16.50	
POWER EQUIPMENT OPERATORS (Scraper Rough)	11.35	
POWER EQUIPMENT OPERATORS (Scraper Finish)	12.71	
POWER EQUIPMENT OPERATORS (Roller Other)	11.36	
POWER EQUIPMENT OPERATORS (Roller Asphalt Finish)	13.85	
POWER EQUIPMENT OPERATORS (Roller Asphalt Breakdown)	12.45	
POWER EQUIPMENT OPERATORS (Paver Concrete)	18.20	
POWER EQUIPMENT OPERATORS (Paver Asphalt)	15.59	
POWER EQUIPMENT OPERATORS (Pavement Marking Equipment)	12.11	
POWER EQUIPMENT OPERATORS (Oiler/Greaser)	13.55	
POWER EQUIPMENT OPERATORS (Off-Road Hauler/Water Tanker)	11.36	
POWER EQUIPMENT OPERATORS (Material Transfer Vehicle (Shuttle Buggy))	15.18	
POWER EQUIPMENT OPERATORS (Loader Greater Than 2 Cubic Yards)	14.14	
POWER EQUIPMENT OPERATORS (Loader 2 Cubic Yards or Less)	13.76	
POWER EQUIPMENT OPERATORS (Grader/Blade Rough)	14.62	
POWER EQUIPMENT OPERATORS (Grader/Blade Fine)	18.47	
POWER EQUIPMENT OPERATORS (Excavator Rough)	14.00	

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Excavator Fine)	16.60	
POWER EQUIPMENT OPERATORS (Drill Operator Structure)	21.14	
POWER EQUIPMENT OPERATORS (Drill Operator Rock)	14.38	
POWER EQUIPMENT OPERATORS (Crane Rough/All-Terrain)	20.67	
POWER EQUIPMENT OPERATORS (Crane Other)	20.08	
POWER EQUIPMENT OPERATORS (Crane Boom Trucks)	20.54	
POWER EQUIPMENT OPERATORS (Concrete Grinder/Groover)	20.34	2.30
POWER EQUIPMENT OPERATORS (Bulldozer Rough)	14.34	
POWER EQUIPMENT OPERATORS (Bulldozer Fine)	17.04	
POWER EQUIPMENT OPERATORS (Asphalt Broom Tractor)	11.85	
PAINTER (Bridge)	24.57	
LABORER (Pipelayer)	12.17	
LABORER (Common or General)	10.20	
LABORER (Traffic Signal/Lighting Installer)	14.89	
LABORER (Guardrail/Fence Installer)	12.87	
LABORER (Cement Mason/Concrete Finisher Tender)	12.54	
LABORER (Carpenter Tender)	12.88	
LABORER (Asphalt Screed/Jackman)	14.33	
LABORER (Asphalt Raker and Spreader)	12.46	
IRONWORKER	16.02	
ELECTRICIAN (Telecommunications Technician)	16.79	.63
ELECTRICIAN (Electrician)	17.97	
CEMENT MASON/CONCRETE FINISHER	14.48	
CARPENTER	13.72	
BLASTER	21.04	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via mail to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

END OF GENERAL DECISION

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

**** Dollar Volume of DBE Subcontractor $_____**

Percentage of Total Contract Bid Price _____%

*** The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.**

**** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:**
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

County: NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
			ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	226 CY		
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	200 CY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200 SY		
0008	0241000000-E	SP	GENERIC GRADING ITEM GEOTEXTILE FOR ROCK PLATING, TYPE 2	200 SY		
0009	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1A BRIDGE APPROACH FILLS, STA. 16+73.00 -L-	Lump Sum	L.S.	
0010	0255000000-E	SP	GENERIC GRADING ITEM PLAIN RIP RAP, CLASS 2 (ROCK PLATING)	550 TON		
0011	0255000000-E	SP	GENERIC GRADING ITEM SELECT MATERIAL, CLASS IV (ROCK PLATING)	130 TON		
0012	1099500000-E	505	SHALLOW UNDERCUT	100 CY		
0013	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON		
0014	1112000000-E	505	GEOTEXTILE FOR SUBGRADE STABILIZATION	300 SY		
0015	1220000000-E	545	INCIDENTAL STONE BASE	210 TON		
0016	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***" DEPTH (1.5")	1,480 SY		

County: NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0017	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	800 TON		
0018	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	720 TON		
0019	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	650 TON		
0020	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	115 TON		
0021	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	100 TON		
0022	2022000000-E	815	SUBDRAIN EXCAVATION	44.8 CY		
0023	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0024	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	33.6 CY		
0025	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0026	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0027	2077000000-E	815	6" OUTLET PIPE	6 LF		
0028	2556000000-E	846	SHOULDER BERM GUTTER	540 LF		
0029	2570000000-N	SP	MODIFIED CONCRETE FLUME	4 EA		
0030	2619000000-E	850	4" CONCRETE PAVED DITCH	11 SY		
0031	3030000000-E	862	STEEL BEAM GUARDRAIL	1,900 LF		
0032	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0033	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	4 EA		
0035	3360000000-E	863	REMOVE EXISTING GUARDRAIL	2,123 LF		
0036	3635000000-E	876	RIP RAP, CLASS II	76 TON		
0037	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	520 SY		
0038	4080200000-E	903	SUPPORTS, STEEL SQUARE TUBE	105 LF		
0039	4102000000-N	904	SIGN ERECTION, TYPE E	8 EA		
0040	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	8 EA		
0041	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	714 SF		
0042	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	94 SF		
0043	4445000000-E	1145	BARRICADES (TYPE III)	64 LF		
0044	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,151 LF		
0045	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM INTEGRATED MULTIPOLYMER PAVEMENT MARKING LINES (4", 90 MILS)	1,368 LF		
0046	5325800000-E	1510	8" WATER LINE	1,582 LF		
0047	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	740 LB		
0048	5562000000-E	1515	**" INSERTION VALVE (8")	1 EA		
0049	5689000000-E	1515	GENERIC UTILITY ITEM 8" EXPANSION JOINT	1 EA		
0050	5801000000-E	1530	ABANDON 8" UTILITY PIPE	1,578 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0051	6000000000-E	1605	TEMPORARY SILT FENCE	2,810 LF		
0052	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	40 TON		
0053	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	605 TON		
0054	6012000000-E	1610	SEDIMENT CONTROL STONE	290 TON		
0055	6015000000-E	1615	TEMPORARY MULCHING	12 ACR		
0056	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	800 LB		
0057	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	4 TON		
0058	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0059	6029000000-E	SP	SAFETY FENCE	260 LF		
0060	6030000000-E	1630	SILT EXCAVATION	900 CY		
0061	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,910 SY		
0062	6037000000-E	1629	COIR FIBER MAT	100 SY		
0063	6042000000-E	1632	1/4" HARDWARE CLOTH	5 LF		
0064	6070000000-N	1639	SPECIAL STILLING BASINS	6 EA		
0065	6071002000-E	1642	FLOCCULANT	95 LB		
0066	6071012000-E	1642	COIR FIBER WATTLE	320 LF		
0067	6071014000-E	1642	COIR FIBER WATTLE BARRIER	1,800 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	6084000000-E	1660	SEEDING & MULCHING	12 ACR		
0069	6087000000-E	1660	MOWING	9 ACR		
0070	6090000000-E	1661	SEED FOR REPAIR SEEDING	150 LB		
0071	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0072	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	275 LB		
0073	6108000000-E	1665	FERTILIZER TOPDRESSING	7.75 TON		
0074	6111000000-E	SP	IMPERVIOUS DIKE	395 LF		
0075	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0076	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	25 EA		
0077	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	1 EA		
0078	6132000000-N	SP	GENERIC EROSION CONTROL ITEM PREFABRICATED CONCRETE WASHOUT	2 EA		
			STRUCTURE ITEMS			
0079	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM BOATER SAFTEY PLAN	Lump Sum	L.S.	
0080	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	435.4 SY		
0081	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ********** (STA 16+73.00 -L-)	Lump Sum	L.S.	
0082	8021000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ********** (STA 16+73.00 -L-)	Lump Sum	L.S.	
0083	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0084	8105500000-E	411	**'-**" DIA DRILLED PIERS IN SOIL (4'-6")	118.8 LF		
0085	8105600000-E	411	**'-**" DIA DRILLED PIERS NOT IN SOIL (4'-6")	49.2 LF		
0086	8111000000-E	411	PERMANENT STEEL CASING FOR **'-**" DIA DRILLED PIER (4'-6")	113.4 LF		
0087	8113000000-N	411	SID INSPECTIONS	2 EA		
0088	8115000000-N	411	CSL TESTING	2 EA		
0089	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ******** (STA 16+73.00 -L-)	Lump Sum	L.S.	
0090	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	11,427 SF		
0091	8161000000-E	420	GROOVING BRIDGE FLOORS	10,581 SF		
0092	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	138.7 CY		
0093	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ********** (STA 16+73.00 -L-)	Lump Sum	L.S.	
0094	8217000000-E	425	REINFORCING STEEL (BRIDGE)	41,076 LB		
0095	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	5,681 LB		
0096	8278000000-E	430	FIB **" PRESTRESSED CONCRETE GIRDERS (45")	1,244 LF		
0097	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12X53)	14 EA		
0098	8364000000-E	450	HP 12 X 53 STEEL PILES	595 LF		
0099	8393000000-N	450	PILE REDRIVES	4 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0100	8394000000-N	450	DYNAMIC PILE TESTING	1 EA		
0101	8475000000-E	460	TWO BAR METAL RAIL	603.83 LF		
0102	8517000000-E	460	1'-**" X *****" CONCRETE PARAPET (1'-2" X 2'-6")	624.7 LF		
0103	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	392 TON		
0104	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0105	8860000000-N	SP	GENERIC STRUCTURE ITEM CONCRETE DECK INSERTS FOR 4" GAS LINE	Lump Sum	L.S.	
0106	8860000000-N	SP	GENERIC STRUCTURE ITEM SUSPENSION SYTEM FOR 8" WATER LINE	Lump Sum	L.S.	

1412/Oct26/Q107433.43/D510409928000/E106 **Total Amount Of Bid For Entire Project :**

Execution of Contract

Contract No: DD00540

County: NASH COUNTY

ACCEPTED BY THE DEPARTMENT

_____

Division Contract Engineer

_____

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

_____

for **Division Engineer**

_____

Date