

**Cub Creek Phase 3 Stream Restoration
Wilkes County, North Carolina**

Final Specifications and Contract/Bid Documents
Project Number: SRP-SW-ARP-0025
July 13, 2026

Prepared for:
Town of Wilkesboro
203 West Main St.
Wilkesboro, NC 28697



Prepared by:
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THIS BID IS FEDERALLY FUNDED.

**INVITATION TO BID
CUB CREEK PHASE III**

SECTION 1 – PURPOSE AND BACKGROUND

1.1 PURPOSE

The Town of Wilkesboro (hereinafter referred to as the “Town”) is soliciting Sealed Bids from qualified Contractors for the restoration of Cub Creek in accordance with the enclosed specifications and associated materials. The project consists of restoring approximately 3,840 linear feet (LF) (approximately 0.73 miles) of Cub Creek, completing the northeast reach of Cub Creek to its confluence with the Yadkin River. The project site is located approximately 5–6 miles downstream and northeast of the W. Kerr Scott Dam and Reservoir. This area has experienced recurrent flooding, particularly affecting the Town of Wilkesboro’s Cub Creek Wastewater Treatment Plant and adjacent Cub Creek lands during periods of heavy rainfall.

The Town of Wilkesboro has received an award from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI), which administers **Federal funding** provided through the American Rescue Plan Act (ARPA). These funds include the [State and Local Fiscal Recovery Funds](#) (SLFRF) program. Any contract awarded pursuant to this **Sealed Bid** shall be subject to and comply with all applicable requirements of the American Rescue Plan Act (ARPA), as well as all regulations, rules, and guidance issued by the [United States Department of the Treasury](#) governing the expenditure of funds distributed through the Fiscal Recovery Funds. Such requirements include, without limitation, compliance with [2 C.F.R. Part 200](#); the State and Local Fiscal Recovery Funds (SLFRF) [Award Terms and Conditions](#); the [Interim Final Rule issued May 17, 2021 \(86 Fed. Reg. 26,786\)](#); the [Final Rule issued January 27, 2022 \(87 Fed. Reg. 4,338\)](#); the [Interim Final Rule issued September 20, 2023 \(88 Fed. Reg. 64,986\)](#); the [Obligation Final Rule issued November 20, 2023 \(88 Fed. Reg. 80,584\)](#); all applicable federal statutes and regulations; reporting requirements and retention; and any additional [guidance issued or to be issued by the U.S. Department of the Treasury regarding the use of Fiscal Recovery Funds](#).

******* All required submittals, reports, and payments must be completed and reported by the Town no later than December 31, 2026. *******

2.1 INVITATION TO BID DOCUMENT

Town of Wilkesboro is hereby soliciting Bids from qualified vendor(s) for Cub Creek Restoration Project Phase III. This **Sealed Bid** is comprised of the base Invitation to Bid (ITB) document, any attachments, and any addenda released before contract award, which are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

Vendors are responsible for reviewing all parts of this ITB, including the general information and instructions, terms and conditions, exhibits, attachments, and any other documents incorporated into this Bid packet. Vendors must comply with all stated requirements and specifications.

If the Town determines that changes are necessary based on vendor questions, those changes will be issued through a written Bid Addendum. Vendors should not contact the Town or the Engineer Firm by telephone or in person regarding this ITB. Any questions, concerns, or exceptions to the ITB must be submitted in writing in accordance with the instructions in the section titled “*Bid Questions*.” Vendors are responsible for obtaining, reviewing, and complying with all addenda and any other changes issued in connection with this bid.

A submitted bid constitutes a firm offer and shall remain valid for sixty (60) days from the bid opening date. By submitting a bid, the vendor agrees that any additional or modified terms or conditions proposed by the vendor—whether intentionally or unintentionally, including changes to the Instructions to Vendors—shall have no force or effect and will be disregarded. Any failure to comply with, or attempt to alter or remove, this requirement shall be grounds for rejection of the Bid as nonresponsive.

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2.3 SCHEDULE

The table beginning on the next page shows the *intended* schedule for this Bid. The Town of Wilkesboro will make every effort to adhere to this schedule.

EVENT	RESPONSIBILITY	DAY, DATE AND TIME
Issue Bid	Justin Church, justin@brec.biz	Monday, July 13 th , 2026
Mandatory Pre-Bid Meeting	Vendor	Thursday, July 23 rd , 2026 at 2pm EST at Wilkesboro Town Hall Conference Room, 203 West Main Street, Wilkesboro, North Carolina, 28697
Request for Information	Vendor to Justin Church, justin@brec.biz	Thursday, July 30 th , 2026 at 4pm EST
Provide Responses to Questions	Justin Church, justin@brec.biz, to Vendor	Thursday, August 6 th , 2026 at 4pm EST
Submit Sealed Bid Response	Vendor to Town	Thursday, August 13 th , 2026 at 4pm EST
Contract Award	Town Council	TBA
Contract Effective Date	Town	Upon Execution

Town of Wilkesboro will receive **Sealed Bids** for Cub Creek Restoration Phase III, Bid Number SRP-SW-ARP-0025, at the Wilkesboro Town Hall Conference Room, 203 West Main Street, Wilkesboro, North Carolina, 28697 on **Thursday, August 13, 2026**. Immediately thereafter bids shall be publicly opened and read aloud.

2.4 BID QUESTIONS

Upon review of documents, vendors may submit questions after reviewing the bid documents if clarification is needed to properly understand the scope of work and prepare a complete bid. All questions must be submitted by the date and time stated above.

Questions must be submitted in writing by email to the Engineer at the email address listed above, with the subject line: ***"Bid#: SRP-SW-ARP-0025– Questions."***

Questions received by the deadline, along with the Town's responses and any additional terms or clarifications deemed necessary by the Town, will be issued as a written addendum and posted on the Town of Wilkesboro website (<https://wilkesboronc.org>) *under the homepage news section*. **All such addenda shall become part of this bid.**

No information, instructions, or guidance provided verbally or informally by Town staff or the BREC Engineer, whether in response to a question or otherwise, shall be considered official or binding. Vendors must rely solely on written addenda issued for this bid.

2.5 BID SUBMITTAL

Sealed bids, subject to the conditions made part hereof shall be received at the address indicated in the table below, **no later than 4pm EST on Thursday, August 13th, 2026**.

Mailing address for delivery of Bid via US Postal Service	Office Address of delivery of Bid by any other method (hand delivery, overnight, or other carrier)
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THIS BID IS FEDERALLY FUNDED.

Town of Wilkesboro Attn: Bid# SRP-SW-ARP-0025 Post Office Box 1056 Wilkesboro, North Carolina 28697	Town of Wilkesboro Attn: Bid# SRP-SW-ARP-0025 203 West Main Street Wilkesboro, North Carolina 28697
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It is the responsibility of the vendor to **sign the Bid** by the specified time and date of opening, regardless of the method of delivery. *This is an absolute requirement.* The time and delivery will be marked on each bid when received, and **any bid received after the bid submission deadline will not be accepted or evaluated.**

All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier, or other delivery service method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one (1) signed, original executed bid response to the address identified in the table in this Section. Include only bids in response to this ITB in a sealed package. Address package and insert bid number as shown in the table in this Section.

Bids shall be marked on the outside of the sealed envelope with the vendor's name, Bid number and date and time of opening. If vendor submits more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone, or electronic means, including but not limited to email, in response to this Invitation for Bids **will not be accepted.** Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Critical updated information may be included in Addenda to this ITB. It is important that all vendors proposing on this ITB should periodically check the Town's website for any Addenda that may be issued prior to the bid opening date. All vendors shall be deemed to have read and understood all information in this ITB and all Addenda thereto.

2.6 BID CONTENTS

For the sealed bid, vendor(s) shall populate all attachments of this ITB that require the vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Bid responses shall include the following items and the bid documents should be arranged in the following order:

- a) Complete and sign: **ATTACHMENT A:** Vendor Pricing form and Offer Certification.
- b) Complete and sign: **ATTACHMENT B:** Coronavirus State and Local Fiscal Recovery Funds Addendum.
- c) Complete and sign: **ATTACHMENT C:** Certification regarding Lobbying.
- d) Complete form with similar type projects: **ATTACHMENT D:** References Disclosure Form.
- e) Complete and sign: **ATTACHMENT E:** Conflict of Interest disclosure Form.
- f) Complete and sign: **ATTACHMENT F:** Affidavit of Compliance with North Carolina E-verify.
- g) Complete and sign: **ATTACHMENT G:** Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

SECTION 3 – METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated, and an award or awards will be based on **lowest responsive, responsible bid meeting specifications.**

While the intent of this ITB is to award a firm fixed price contract to a single vendor for all line items, the Town reserves the right to make separate awards to different vendors for one or more line items, to not award one or

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more line items or to cancel this ITB in its entirety without awarding a contract, if it is considered to be most advantageous to the town to do so.

Town of Wilkesboro reserves the right to reject any and all Bid responses and to waive informalities as may be permitted by law.

3.2 PROHIBITED COMMUNICATIONS DURING EVALUTION

While this ITB is under evaluation, the responding vendor, including any Subcontractors and Suppliers, are prohibited from engaging in conversations intended to influence the outcome of the evaluation.

3.3 BID EVALUATION PROCESS

The Town shall review all vendor responses to this Bid to confirm that they meet the specifications and requirements of the ITB.

- a) Bids are requested for the items as specified, or item(s) equivalent in design, function, and performance. The Town reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
- b) Bids will be received from each responsive vendor in a sealed envelope or package.
- c) All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this ITB.
- d) At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the vendor and the price(s) bid announced.
- e) The Town shall review all vendor responses to this Bid to confirm that they meet the specifications and requirements of the ITB.
- f) For all responses that pass the initial review process, the Town will review and assess the vendors' pricing. The Town may request additional formal responses or submissions from any or all vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the Town is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the vendor. Prices bid cannot be altered or modified as part of a clarification.
- g) Bids will be evaluated, based on the award criteria identified in Section: METHOD OF AWARD.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Town.

Upon completion of the evaluation process, the Town will make award(s) based on the evaluation and post the award(s) to the Town's website. Award of a contract to one vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the Town.

3.4 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids (ITB) serves two functions: **(1)** to advise potential vendors of the parameters of the solution being sought by the Town; and **(2)** to provide (together with other specified documents) the terms of the contract resulting from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General contract Terms and Conditions. ***The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.*** Except as specifically stated in the ITB, no one requirement shall automatically disqualify a vendor from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a bid in its entirety.

SECTION 4 – REQUIREMENTS

This Section lists the requirements related to this Bid. By submitting a bid, the vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this ITB. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to Town for delivery fully assembled, to the extent factory assembly is possible, including but not limited to, all applicable charges for shipping, delivery, handling, sales tax, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this ITB. See: "Article 45 – Taxes". Complete ATTACHMENT A: VENDOR PRICING AND OFFER CERTIFICATION FORM and include with bid response.

4.2 PRODUCT IDENTIFICATION - SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The Town reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the Town's best interests.

4.3 DELIVERY

The vendor shall deliver FOB Destination to 105 Oakwoods Rd, Wilkesboro, NC 28697, with all transportation costs included in the total bid price. If Town needed to alter the delivery location prior to delivery, the adjusted delivery location would be at no additional cost to the Town and less than 5 miles from the location referenced above. **All deliveries need to be made Monday through Friday, 7:30 AM – 4:00 PM and scheduled with the Town by contacting the Town of Wilkesboro Public Works at 336-838-0188, prior to any delivery being made.**

Currently, the Town will be responsible for the unloading of materials at the site location; however, the Town desires to evaluate that decision and is asking for vendors to include an optional fee for the unloading of materials. This optional fee should not be included in the Total contract Bid Amount and may not be chosen as part of the contract.

4.4 AUTHORIZED RESELLER

The vendor shall be authorized by the manufacturer to distribute and resell the products offered in this Bid. The vendor shall provide a signed statement from the manufacturer as an Authorized Reseller confirming authorization upon request from the agency. **Failure to provide this statement shall constitute sufficient grounds for rejection of vendor's offer, at the discretion of the Town.**

4.5 REFERENCES

Vendor shall include in bid response a completed ATTACHMENT D: REFERENCE DISCLOSURE FORM. The Town and/or engineer will contact these users to determine the quality level of the offered; as well as but not limited to user satisfaction with vendor performance. Such information may be considered in the evaluation of the bid. Vendor shall use ATTACHMENT D: REFERENCE DISCLOSURE FORM to provide the required information for a minimum of three (3) references for similar type projects. any single requirement may result in the Town exercising its discretion to reject a bid in its entirety.

SECTION 5 – PRODUCT SPECIFICATIONS

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5.1 GENERAL SPECIFICATIONS

Technical specifications define the minimum acceptable standard. Burden of proof that the product meets the minimum standards is on the bidder. The Town reserves the right to reject Bids that the Town deems unacceptable. The specific quantity of items, unit of measure and item descriptions are listed in the chart below.

ITEM #	DESCRIPTION	QUANTITY	UNIT OF MEASURE
SITE PREPARATION			
SP.1	Construction Survey	1	Each
SP.2	As-Built Survey	1	Each
SP.3	Mobilization	1	Each
SP.4	Stabilized Construction Entrance	637	Square Foot
SP.5	Kiosk Sign	1	Each
TOTAL			
EARTHWORK			
EW.1	Clearing/Grubbing and Grading	548,785	Square Foot
EW.2	Stream Excavation	3,842	Linear Foot
EW.3	Stone Class 1 (Misc.)	2,500	Square Foot
EW.4	ABC Stone	22,975	Square Foot
EW.5	Rock Dust	18,400	Square Foot
EW.6	8oz Non-woven Geotextile	4,575	Square Foot
TOTAL			
PIPE AND STRUCTURE			
PS.1	Existing Pipe Removal	1	Each
PS.2	Associated Structures/Headwalls	1	Each
PS.3	Disposal & Hauling	1	Each
PS.4	Site Restoration	1	Each
PS.5	Furnish & Install Replacement Pipe	1	Each
TOTAL			
IN-STREAM STRUCTURES			
SS.1	Boulder J-Hook Structure	24	Each
TOTAL			
EROSION CONTROL			
EC.1	Coir Matting	78,000	Square Foot
EC.2	Temporary Silt Fence and Rock Silt Screen	8,015	Linear Foot
EC.3	Silt Fence Rock Outlet	61	Each
EC.4	Temporary Seeding	133,675	Square Foot
TOTAL			

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PLANTING			
PT.1	Livestakes	364	Each
PT.2	Plugs	3,000	Each
PT.3	Potted Plants	975	Each
PT.4	Bareroots	2,683	Each
TOTAL			

5.2 APPROVED MANUFACTURERS

If any. _____

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed in SECTION 5. PRODUCT SPECIFICATIONS shall be clearly described by the vendor. Otherwise, it will be considered that items offered by the vendor are in strict compliance with the Specifications provided herein, and the successful vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. For any deviation to be accepted, it must be approved by the Town. However, no implication is made or intended by the Town that any deviation will be acceptable.

SECTION 6 – CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the vendor's planning purposes.

6.1 ACCEPTANCE OF WORK

Performance of the work and/or delivery of goods shall be conducted and completed at least in accordance with the contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the services or goods are approved as acceptable by the Town.

Acceptance of work products shall be based on the following criteria: See Section 5 Product Specifications.

The Town and Engineer shall have the obligation to notify vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverables described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the Town shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the Town may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.2 ACKNOWLEDGEMENT OF FUNDING

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Town has been awarded State and Local Fiscal Recovery Funds (SLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and NC DEQ is the pass-through State of N.C. agency administering the funds. These Federal funds will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal, State, and local laws, regulations, executive orders, policies, procedures, and directives applicable from the awarding agency.

6.3 INVOICES

Vendor shall invoice the **Engineering Firm**. The standard Contractor application, with spreadsheets of work completed, materials on hand, employee pay forms, etc., sales tax affidavits, and invoices. See: "Article 45 – Taxes."

Invoices shall include detailed line-item information to allow the **Engineering Firm** to verify pricing at point of receipt matches the correct price from the original date of order.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.4 WARRANTY

The Contractor shall guarantee and warrant all materials purchased pursuant to this ITB against defect due to faulty material, workmanship, and/or negligence for a period of one (1) year from acceptance.

6.5 PRODUCT RECALL

Vendor/Contractor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this ITB of any product recall in accordance with the applicable state or Federal regulations. The vendor shall support the Town, as necessary, to promptly replace any such products, at no cost to Town.

6.6 E-VERIFY

Vendor shall comply with the requirements of [Article 2 of Chapter 64 of the NC General Statutes](#). Further, if vendor uses a Subcontractor, vendor shall require the Subcontractor to comply with the requirements of [Article 2 of Chapter 64 of the N. C. General Statutes](#).

**CONTRACT DOCUMENTS
FOR
CUB CREEK PHASE 3 STREAM RESTORATION
WILKES COUNTY, NORTH CAROLINA
ID NO. 0080142016**

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

For a proposal to be considered it must be in accordance with the following instructions:

1. Proposals

Proposals must be made in strict accordance with the Form of Proposal provided therefore, and all blank spaces for bids, alternates and unit prices shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The contractor shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the person executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals shall be addressed as indicated in the Advertisement for Bids and shall be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the bidder's license number, if required. Bidders shall clearly mark on the outside of the bid envelope which contract(s) they are bidding.

For projects bid in the single-prime alternative, the names and license number of major subcontractors shall be listed on the proposal form.

2. Bid Evaluation

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.
- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who appropriate trade licenses, together with license numbers.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible bidder, the owner shall take into consideration the past performance of the bidder on construction contracts for the state with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner.

Should the owner adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information, said apparent low bidder will be so notified and their bid security shall be returned to them.

3. Performance Bond

The successful bidder, upon award of the contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

4. Payment Bond

The successful bidder, upon award of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

5. Payments

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

6. Pre-Bid Conference

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

7. Substitutions

In accordance with the provisions of G.S. 133-3, material, products, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions or material, product, or equipment. Include color, samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties and test results.
- e. Other pertinent data including data requested by Designer to confirm product equality.

If a proposed material, product or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

GENERAL CONDITIONS OF THIS CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the Town of Wilkesboro, and is distributed by, through and at the discretion of the Town of Wilkesboro for that distinct and sole purpose.

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ARTICLE 1 – DEFINITIONS

- a. The **contract documents** consist of Notice to Bidders; Instructions to Bidders; General Conditions of the contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; and insurance certificates. All of the items together form the contract.
- b. The **owner** is the Town of Wilkesboro through the agency named in this contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the “Party of the First Part” in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word “contractor,” as “general,” “heating,” etc. For the purpose of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the “Party of the First Part” in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project expeditor**, as used herein, is an entity stated in the contract documents, designed to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.**

- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor and designer, and approved by the Town of Wilkesboro, in that order (Article 19).
- k. **Field order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, and owner.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents, is an amount reasonably estimated in advance to cover the losses incurred by the owner by reason of failure of the contractor(s) to complete the work within the time specified.
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- p. **Clarification or request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation or understanding of the contract requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents.
- t. **"Substitutions" or "substitutes"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic)

from those specified, but which in the opinion of the bidder would improve completion and/or enhance the finished installation.

ARTICLE 2 – INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of contract, specifications, large-scale detail drawings, and small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word “Owner” appearing after the name of the person executing them.
 2. If the documents are executed by a partnership, that fact shall be evidenced by the word “Co-Partner” appearing after the name of the partner executing them.
 3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office or such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
 4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
 5. All signatures shall be properly witnessed.
 6. If the contractor’s license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title “Licensee” shall appear under his/her signature.
 7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.

8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
9. The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract.

ARTICLE 3 – CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to additional or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

ARTICLE 4 – COPIES OF DRAWINGS AND SPECIFICATIONS

The designer shall furnish free of charge to the contractors copies of plans and specifications as follows:

- a. General contractor – Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets to include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- b. Each other contractor – Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets to include drawings and specifications of all other contracts, plus a clean set of the black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly, and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.
- d. For the purposed of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

ARTICLE 5 – SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within 30 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals to the Project Expediter and Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the Designer.
- b. The contractor shall review, approve and submit to the Designer all shop or setting drawings, product data, samples, color charts, and similar submittal data required or reasonably implied by the contract documents. Required submittals shall bear the Contractor's stamp of approval, any exceptions to the contract documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by Contractor. Submittals shall be presented to the Designer with reasonable promptness and time so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The designer shall review the shop drawings promptly, noting desired corrections if any, and retaining three (3) copies for his use. The remaining copies of each submittal shall be returned to the Contractor within twenty (20) days from the day of receipt by the Designer, for the contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings by the designer shall not be construed as relieving the contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

ARTICLE 6 – WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer or his authorized representative.
- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the Contractor and submitted to the Designer upon completion and no later than 30 days after acceptance of the project.

ARTICLE 7 – OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All

copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved. And as stipulated in written standards or recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using and product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items or equipment shall be submitted to the Designer for approval or disapproval; such approval or disapproval shall be made by the Designer prior to the opening of bids.
- e. Each contractor shall obtain written approval from the design for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered. Applications for approvals shall be made by the contractor and not by subcontractors or material suppliers within thirty (30) days following award of contract. When the submittal schedule provided under Article 5a is approved, no further substitutions will be permitted except in unusual or extenuation circumstances. If no list is submitted, the contractor shall supply materials specified.

- f. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

ARTICLE 9 – ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the factor of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 – PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The contractor shall file all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor.
- c. Projects involving local funding (community colleges) are subject to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

ARTICLE 11 – PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for any pay for any claims against the owner. All contractors shall have access to the project at all times.

- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standard for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the work project. The name of the safety inspector shall be made known to the designer at the time the work is started.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19 (b).

ARTICLE 12 – SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional

measures which may be required in order to ensure that project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B, and 4C as amended (15 N.C.A.C 4A, 4B and 4C).

- b. Upon receipt of notice that a land-disturbing activity in in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all acclaims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to nay party or persons described in this article.

ARTICLE 13 – INSPECTIONS OF THE WORK

- a. It is a condition of this contract the work shall be subject to inspection during normal working hours by the designer, designated official representatives of the owner, and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- d. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.

- e. Should any work be covered up or concealed prior to inspection and approval by the designer, such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made promptly upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.
- f. If any other portion of the work has been covered which the designer has not specifically requested to observe prior to being covered, the designer may request to see such work and it shall be uncovered by the contractor. If such work be found in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the owner. If such work be found not in accordance with the contract documents, the contractor shall pay such costs unless it be found that this condition was caused by the owner or a separate contractor as provided in Article 15, in which event the owner or the separate contractor shall be responsible for the payment of such costs.

ARTICLE 14 – CONSTRUCTION SUPERVISION

- a. Throughout the progress of the work, each contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the designer. The superintendent shall not be changed without the consent of the designer unless said superintendent ceases to be employed by the contractor or ceases to be competent. The superintendent shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, important directions, instructions and notices will be confirmed in writing to the contractor.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, and shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Each contractor shall lay out and execute his work so as to cause the least delay to other contractors. Each contractor shall be responsible for any damage to other contractor's work, and each contractor shall be financially responsible to the other contractors for undue delay caused by him to other contractors on the project.
- d. The contractor is required to attend monthly job site progress conferences as called by the designer. The contractor shall be represented at these job progress conference by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose

of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman.

- e. The contractor(s) shall, if required by the Supplementary General Conditions, employ an engineer or land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have the following responsibilities:
 - 1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing work equal input into the preparation of the initial construction schedule.
 - 2. Maintain a project progress schedule for all contractors.
 - 3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
 - 4. Notify the designer of any changes in the project schedule.
 - 5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from the several contractors on the job their respective work activities and to integrate them into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM) schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A "work activity", for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor's early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the Designer for comments. The complete project construction schedule shall be of the type set forth in the Supplementary General Condition of subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of \$1,000,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
2. For a project with total contracts over \$1,000,000, CPM schedule shall be utilized to control the planning and scheduling work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

Bar Chart Schedule: Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing or orders for materials, submission of show drawings and other submittal for approval, approval of shop drawings by Designer, the manufacture and delivery material, the testing and the installation of materials, supplies and equipment, and all work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all required inspections. Each work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

SPM Schedule: Where a SPM Schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM Schedule shall be drawn or plotted with activities grouped or zoned by work area or subcontract as opposed to random (or scattered) format. The CPM Schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all required inspections. Each work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

Early Completion of Project: The contractor may attempt to complete the project prior to the Contract Completion date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The progress schedule shall be presented to the designer no later than thirty (30) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the Owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.

- j. The several contractors shall be responsible for their schedule and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making monthly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all Contractors and Designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the Designer, along with monthly request for Payment. For project requiring CPM Schedule, the Contractor shall submit a monthly report of the status of all activities. The bar chart schedule or monthly status report shall show the actual work completed to date in comparison with the original work schedule of all activities. If any activities of the work of several contractors are behind schedule, the Contractor must indicate in writing, what measures will be taken to bring each such activity back on scheduled and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the Designer by the Project Expediter, when (1) the Contractor's monthly report indicates delays, that are in the opinion of the Designer or the Owner, of sufficient magnitude that contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions are in progress; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of Designer or the Owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor's receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for reject of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the Designer, the Town of Wilkesboro and other prime contractors. The Designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the responsibility of the other contractors involved in the project.

ARTICLE 15 – SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be bid in single-prime, dual (single-prime and separate-prime), construction manager at risk,

and alternative contracting method as approved by the Town of Wilkesboro. The Owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the Town of Wilkesboro. For the purposed of a single-prime contract, refer to Article 1 – Definitions.

- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14 – Construction Supervision and Schedule.
- c. If any part of contractor’s work depends upon the work of another contractor, defects which may affect that work shall be reported to the Designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a Contractor where such condition exists will constitute acceptance of the other contractor’s work as being satisfactory in all respects to receive the work commenced, expect as to defects which may later develop. The Designer shall be the judge as to the quality of work and shall settle all disputes on the matter between Contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices built into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the Designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim otherwise resolve the dispute.

ARTICLE 16 – SUBCONTRACTS AND SUBCONTRACTORS

- a. Within fourteen (14) days after award of the contract, the contractor shall submit to the designer and to the Town of Wilkesboro a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer, the designer shall submit his reasons for disapproval in writing to the Town of Wilkesboro for its consideration with a copy to the contractor. If the Town of Wilkesboro concurs with the designer’s recommendation, the contractor shall submit a substitute for approval. The designer shall act promptly in the approval of subcontractors, and when approval of the list is given, no

changes of subcontractor's will be permitted except for cause or reason considered justifiable by the designer.

- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omission as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.

ARTICLE 17 – CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

The contractor agrees that the terms of these contract documents shall play equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc. with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provision of G.S. 143-134.1 title Interest on final payments due to prime contractors: payment to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts if the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of an interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional

acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

ARTICLE 18 – DESIGNER’S STATUS

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents/ He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of formal designer.
- d. The designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.

- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

ARTICLE 19 – CHANGES IN THE WORK

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, **NO CHANGE SHALL BE MADE BY THE CONTRACTOR EXCEPT UPON RECEIPT OF APPROVED CHANGE ORDER OR WRITTEN FIELD ORDER FROM THE DESIGNER, COUNTERSIGNED BY THE OWNER AND THE TOWN OF WILKESBORO AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE CONTRACT PRICE SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED.**

A FIELD ORDER, TRANSMITTED BY FAX OR HAND DELIVERED, MAY BE USED WHERE THE CHANGE INVOLVED IMPACTS THE CRITICAL PATH OF THE WORK. A FORMAL CHANGE ORDER SHALL BE ISSUED WITHIN THE TIME STATED ON THE FIELD ORDER.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as may be required, a correct amount of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - i. Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph "c (2)" herein. If neither party elects to proceed under "c (2)", then unit prices shall apply.
 - ii. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph “b”, Method “c(1)” or Method “c(2)” above, the allowances for overhead and profit combined shall not exceed twenty percent (20%) of net cost except where the change involves a subcontractor, allowance shall not exceed fifteen percent (15%) for the subcontractor, and ten percent (10%) for the prime contractor. Under Method “c(1)”, no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method “c(2)” and Paragraph “b” above, the contractor shall include no less than ten percent (10%) profit, but no allowances for overhead.
- e. The term “net cost” as used herein shall mean the difference between all proper cost additions and deductions. The “cost” as used herein shall be limited to the following”
 - i. The actual cost of materials and supplies incorporated or consumed as part of the project.
 - ii. The actual cost of labor expended on the project site.
 - iii. The actual cost of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes, unemployment insurance costs, health/dental/vision insurance premiums, paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year, retirement contributions, workmen’s compensation premiums, and the cost of general liability insurance when the premiums are computed based on payroll amounts, the total of which shall not exceed forty percent (40%) of the actual cost of labor.
 - iv. The actual cost of rental for tools, excluding hand tools, equipment, machinery, and temporary facilities required for the project.
 - v. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods.

ALL CHANGE ORDERS SHALL BE SUPPORTED BY A BREAKDOWN SHOWING METHOD OF ARRIVING AT NET COST AS DEFINED ABOVE.

- g. In all change orders, the procedure will be for the designer to request proposals for the change order in writing. The contractor will provide such proposals and supporting data in suitable format. The designer shall verify correctness. Within fourteen (14) days after receipt of the contractor's proposal, the designer shall prepare the change order and forward it to the contractor for his signature, or the designer will send other written response to the contractor's proposal. Within seven (7) days after receipt of the change order expected by the contractor, the designer shall certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the Town of Wilkesboro for final approval, within seven (7) days of receipt. The Town of Wilkesboro shall act on the change order within (7) days. Upon approval by the Town of Wilkesboro, one copy remains with the Town of Wilkesboro, one copy is sent to the owner, and the remaining copies are sent to the designer for distribution to the owner(s), contractor(s), and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the approval of the Town of Wilkesboro, may require the contractor to perform such work on time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

ARTICLE 20 – CLAIMS FOR EXTRA COST

- a. Should the contractor consider that as a result of any instructions given in any form by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. **THE CONTRACTOR SHALL NOT ACT ON INSTRUCTIONS RECEIVED BY HIM FROM PERSONS OTHER THAN THE DESIGNER, AND ANY CLAIMS FOR EXTRA COMPENSATION OR EXTENSION OF TIME ON ACCOUNT OF SUCH INSTRUCTION WILL NOT BE HONORED.** The designer will not

be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

- c. Should a claim for extra compensation by the contractor be denied by the designer or owner, and cannot be resolved by a representative of the Town of Wilkesboro, the contractor may request a mediation in connection with GS 143-128g in the dispute resolution rules adopted by the State Building Commission. If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue his claim in accordance with the provision of G.S. 143-135.3 and the following:

- i. A Contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under the subsection is not a contested case under Chapter 150B of the General Statutes.

- ii. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.

- (b) The director shall investigate a submitted claim within one hundred eighty (180) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.

- (c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement in the decision.

- (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil

action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wilkes County or in the Superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 –MINOR CHANGES IN THE WORK

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the Town of Wilkesboro, and shall be binding on the owner and the contractor.

ARTICLE 22 – UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The time to be allowed for construction is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter upon notice of award of contract shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonable estimated in advance to cover the losses to be incurred by the owner by season of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. The designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the contractor is delayed at any time in the progress of his work by any act or negligence of the owner or the designer, or by any employee of either; by any separate contractor employed by the owner by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. Time extensions for weather delays do not entitle the contractor to "extended overhead" recovery.

- e. Request for extension of time shall be made in writing within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer of the delay within 20 days of the beginning of the delay and only once claim is necessary.
- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim shall be allowed on account of failure of the designer to furnish drawings or instruction until twenty (20) days after demand for such drawings and/or instructions. See Article 5c.

ARTICLE 24 – PARTIAL UTILIZATION BENEFICIAL OCCUPANCY

- a. The owner may desire to occupy all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the owner may request the contractor(s) in writing, through the designer if applicable, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the contractor(s) agree, the designer will schedule a beneficial occupancy inspection, with the approval of the Town of Wilkesboro, after which the designer may issue a certificate of substantial completion. The certificate shall include the following documentation:
 - 1. Date of substantial completion.
 - 2. A tentative list of items to be completed or corrected before final payment.
 - 3. Establishing responsibility between contractor and owner for maintenance, heat, utilities and insurance.
 - 4. Establishing the date for guarantees and warranties under terms of the contract.
 - 5. Consent of surety.
 - 6. Endorsement from insurance company permitting occupancy.

- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 – FINAL INSPECTION AND ACCEPTANCE

- a. Upon notification from the contractor(s) that the project is completed and ready for inspection, the designer shall make a preliminary final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the preliminary inspection. The designer shall schedule a final inspection at a time and date acceptable to the owner, contractor(s) and Town of Wilkesboro.
- b. When contractors finish their work prior to completion by other contractors, these contracts shall be closed out through the final inspection, acceptance and final payment process on recommendation of the designer and approval of the Town of Wilkesboro.
- c. At the final inspection, the designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer shall make the following determinations:
 - a. That the project is completed and accepted.
 - b. That the project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the owner may invoke Article 28, Owner's Right to do Work.
 - c. That the project is not complete and another date for a final inspection will be established.
 - d. Within fourteen (14) days of acceptance per Paragraph "c(1)" or within fourteen (14) days after completion of punch list per Paragraph "c(2)" above, the designer shall certify the work and issue applicable certificate(s) of compliance.
 - e. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs "c(1)" and "c(2)" above shall be handled in accordance with Article 42.
 - f. The date of acceptance will establish the following:

- a. The beginning of guarantees and warranties period.
- b. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
- c. That no liquidated damages (if applicable) shall be assessed after this date.
- d. The termination date of utility cost to the contractor.

ARTICLE 26 – CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 – CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. He shall correct or make good any defects due thereto and repair any damage resulting there from which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 – OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner

exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

ARTICLE 29 – ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgement to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contractor, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

ARTICLE 30 – CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refused to make payment on account of a certificate issued by the designer within thirty (30) days after receipt of same, then the contractor, after fifteen (15) days’ written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.

- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 20 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

ARTICLE 31 – REQUEST FOR PAYMENT

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
 - 1. Total of contract including change orders.
 - 2. Value of work completed to date.
 - 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the work has been satisfactorily completed on schedule, with approval of the owner and the Town of Wilkesboro and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
 - 4. Less previous payments.
 - 5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships.
- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in a commercial warehouse approved by the designer and the Town of Wilkesboro and located as close to the site as possible. The

warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the Town of Wilkesboro prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the Town of Wilkesboro absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).

- e. In the event of beneficial occupancy, retaining of funds due the contractor(s) may be reduced with the approval of the Town of Wilkesboro to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

ARTICLE 32 – CERTIFICATE OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
 - 1. Claims arising from unsettled liens or claims against the contractor.
 - 2. Faulty work or materials appearing after final payment.
 - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but are not limited to the following:

1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
 2. Transfer or Required attic stock material and all keys in an organized manner.
 3. Record of Owner's training.
 4. Resolution of any final inspection discrepancies.
- e. The contractor shall forward to the designer the final application for payment along with the following documents:
1. List of business subcontractors and material suppliers showing breakdown of contracts amount.
 2. Affidavit of Release of Liens.
 3. Affidavit of contractors or payment to material suppliers and subcontractors. (See Article 36.)
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 – PAYMENTS WITHHELD

- a. The designer with the approval of the Town of Wilkesboro may withhold payment for the following reasons:
1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgement of the designer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The Town of Wilkesboro may authorize the withholding for the following reasons:
1. Claims filed against the contractor or evidence that claim will be filed.

2. Evidence that subcontractors have not been paid.
- c. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1.

ARTICLE 34 – MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall contain a provision that coverages afforded under the policies Will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation.

a. Workmen’s Compensation and Employer’s Liability

The contractor shall provide and maintain, during the life of the contract, workmen’s compensation insurance, as required by law, as well as employer’s liability coverage with minimum limits of \$1,000,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence/\$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under this contract.

c. Property Insurance

The contractor shall purchase and maintain property insurance during the life of the contract, upon the entire work at the site the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and subsubcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

ARTICLE 35 – PERFORMANCE BOND AND PAYMENT BOND.

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Section 307 and Section 308).
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 – CONTRACTOR’S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services for subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor’s) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

ARTICLE 37 – ASSIGNMENTS

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no fund or sums of money due or become due the contractor under the contract may be assigned.

ARTICLE 38 – USE OF PREMISES

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances permits or directions of the designer and shall not exceed those established limits in his operations.

- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 – CUTTING, PATCHING AND DIGGING

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 – UTILITIES, STRUCTURES, SIGNS

- a. The Project Expediter shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services, which may be necessary and required for completion of the project according to the contract documents. Any permanent meters installed shall be listed in the Project Expediter's name until his work is fully accepted by the owner. As stipulated in the Supplementary General Conditions, the Owner may: (1) pay utility cost directly, (2) the Project Expeditor to pay all utilities cost, (3) or reimburse the Project Expediter for the actual cost of utilities from the responsible party should delays occur in project completion.
- b. Meters shall be relisted in the owner's name on the day following completion and acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of all contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work or two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.

- d. Prior to the operation of permanent system, the Project Expediter will provide temporary power, lighting, water and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical system and climatic condition shall be jointly determined by the contractor(s) and the designer. Use of the equipment in this manner shall in no way affect the warranty requirement(s) of the contractor(s).
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of work by the owner, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
 - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
 - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.

- i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use a resident inspector, should the designer so direct.
- k. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

ARTICLE 41 – CLEANING UP

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on timely basis or when directed to do so by the designer or Project Expeditor. The Project Expeditor shall provide an onsite refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building as required to minimize dust and dirt accumulation.
- b. The Project Expeditor shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

ARTICLE 42 – GUARANTEE

- a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which are hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications governing such roof, equipment, materials, and supplies.

ARTICLE 43 – CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc. It shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 – INDEMINIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

ARTICLE 45 – TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax do apply to materials entering into state work (N.C. Sales and Use Tax Regulation, No. 42, Paragraph "A"), and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes do apply to materials entering into state work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such costs shall be included in the bid proposal and contract sum.

e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors **are not to include** any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 – EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

ARTICLE 47 – EMPLOYMENT OF THE HANDICAPPED

The contractors agree not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The contractor agrees to make affirmative action to employ, advance in

employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48- ASBESTOS – CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, title Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of Guideline Criteria for Asbestos Abatement from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

ARTICLE 49 – CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the Town of Wilkesboro policy and procedures, for determining qualifications to bid on future Town of Wilkesboro improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

CONSTRUCTION AND AS-BUILT SURVEY:

The construction survey will be performed by contractor and shall include setting a construction baseline and offset with grading information. The as-built survey will be performed by contractor and shall include delivery of as-built drawings. The Contractor is required to provide construction and as-built surveying and will bid on this item.

CONSTRUCTION SUPERVISION:

Construction oversight will be performed by the Designer, as approved by BREC, P.A. The Designer will ensure that the Contractor builds the project in accordance with the plans. The contractor is responsible for quality workmanship.

LIQUIDATED DAMAGES:

BREC, P.A. shall assess liquidated damages at a rate of \$1,000.00 per day.

PROJECT DURATION:

The duration of the project shall be 180 calendar days.

WORK HOURS:

The construction activity hours will be between 7 am until 8 pm, Monday through Saturday.

LIST OF DRAWINGS:

The plans and design sheets for this project is attached to the bid document.

STAGING AREA:

Staging and the stockpile areas will be set-up at the beginning of the project at the location according to plan drawings or Engineer/Designer Instructions.

MINIMUM COMPLIANCE REQUIREMENTS

All written statements, affidavits/forms or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Wilkesboro for performance of this contract. Failure to comply with any of these statements, affidavits/forms or intentions, shall constitute a breach of contract. A finding by the Town of Wilkesboro that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town of Wilkesboro whether to terminate the contract for breach.

TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS:

Section 1.0 Special Conditions

1.1 Method of Payment: There will be no measurement for lump sum bid items by this contract as payment for the lump sum price shall include all equipment, labor, materials, and incidentals necessary to perform the work required unless specifically listed in the contract as a unit price cost item.

The mention in any part of the contract documents of materials, equipment, operations, or methods of construction or installation, shall require the contractor to furnish and install each item required to provide complete and finished installation.

1.2 Work Standards: All work shall be performed in accordance with the North Carolina Department of Transportation's (NCDOT's) "Standard Specifications for Roads and Structures" and "Roadway Standard Drawings" dated January 2002, which are both incorporated into this contract by reference. Also all erosion control work shall be performed in accordance with the North Carolina Department of Environmental and Natural Resources (NCDENR), Land Quality Section's "Erosion and Sediment Control Planning and Design Manual" revised in 2006. Any mention of the word "Department" in the NCDOT Specifications shall, for this contract, be construed as the NCDENR Ecosystem Enhancement Program (EEP).

1.3 Existing Utilities: North Carolina state law requires anyone performing excavation to first call the statewide notification center's number before digging. Callers must then wait 48 hours while utilities locate and mark their underground facilities. Before excavating, dial North Carolina "One Call" at 1-800-632-4949. Notification should be no less than two – but no more than 10 – working days before commencing excavation. The markings are valid for 15 working days from the date of the call to the notification center. Providing the correct spelling of the street name, pavement type, nearest cross-street and the area to be marked will assist the locators in marking the location of underground facilities within the required 48-hour time period.

The Contractor's attention is directed to the presence of existing utilities on the project site. The Contractor is responsible for avoiding any disturbance or damage to utilities and shall be responsible for repairing any damages immediately.

1.4 Construction Signs: The Contractor shall provide a construction sign, which is to be installed at a location adjacent to, or in the immediate vicinity of construction activity, facing traffic, as directed by the Designer. The sign is to be in place seventy-two (72) hours prior to commencing work in the area. It is the Contractor's responsibility to move and place the signs so that they will be in the immediate vicinity of active construction throughout the duration of the project. The Contractor shall remove all signs when the project is substantially complete as directed by the Designer.

The sign shall be constructed of marine grade 3/4 – inch plywood (4' X 8') and mounted horizontally on wood posts (4" X 4"). Sign lettering shall be 1- inch in height (minimum) placed on a white background with the project name in green and all other letters in black. The sign shall depict the following:

- Project Name
- Name of Project Owner
- Name of Contractor
- Name of Designer
- Name of any project sponsors or cooperating partners
- Projected Completion Date

There will be no separate measurement or payment for this work.

1.5 Weather: Delays from weather are expected and included in the 180-day time frame for construction. The 180-day time frame for construction includes all rain days, Sundays and holidays.

Section 2.0 Site Preparation

2.0 General: Furnish all labor, equipment and materials required to complete all work associated with general access to the site, preparing the site (by removing trees in areas around the existing and proposed channel and areas where equipment will need to gain access to perform stream grading and install in-stream structures). The contractor is responsible for protecting all existing survey pins installed to survey the easement. Any survey pins flagged with BREC can be removed if need be.

All work under this section shall be performed in a manner to minimize soil erosion. The contractor shall perform such erosion control work, temporary or permanent, in order to satisfactorily minimize erosion resulting from clearing, tree removal and site preparation. The installation of temporary or permanent erosion control measures shall begin prior to the initiation of clearing or land disturbing activities.

2.1 Construction Survey

Scope/Description:

Survey shall be performed in accordance with Section 801 of the 2002 Standard Specifications and shall include but not be limited to all construction layouts, surveying, stakeout, and engineering for necessary for the proper control of construction operations for stream and wetlands in accordance with the plans and as directed by the Designer.

Provided Information:

Proposed Stream Layout:

Information sufficient to layout the proposed stream has been included on the stream geometry plan sheets. The thalweg coordinates (as northings and eastings) relative to the survey control have been provided for each curve on the geometry plans (Sheets 12-15). The project surveyor shall set: points for each of these coordinate pairs, 25-foot and 35-foot offsets from these points on one side of the proposed channel, and any other points calculated along the curves that may be necessary to excavate the proposed grades and channel dimensions, as indicated on the plans and as directed by the Designer. Grade stakes shall be set at each of the thalweg coordinates, as well as the offsets, and the stream shall be constructed in accordance with the geometry, the profile (stationed along the thalweg), and the typical cross-sections provided in the plans.

Checking by the Designer:

The Designer may check all or any portion of the layout work, at any time during construction. The Contractor shall afford all necessary assistance to the Designer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking or lack of checking by the Designer shall not relive the Contractor of any responsibilities for the accuracy or completeness of his work.

Basis of Payment:

Payment for all work covered by this section will be paid for at the contract lump sum price for "Construction Survey."

Payment will be made under:

Bid Item #1 Construction Survey	Lump Sum (LS)
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2.2 As- Built Survey

Scope/Description:

As-Built Survey shall be performed in accordance with Section 801 of the 2002 Standard Specifications and shall include the items discussed below.

Provided Information:

At the completion of the work, the contractor shall conduct a complete site survey, performed to a level of detail that will allow the as-built stream channel dimension, planform and profile, as well as floodplain elevations, to be verified against the proposed design. The contractor shall produce as-built plans, indicating the following features: channel alignment (based on centerline) and top of bank, profile, critical design features, land disturbance limits, in-stream structures, elevation contour lines within the LOD in increments of 1 foot, floodplain break points (e.g. terraces, benches), location of utility lines verified prior and during construction, boundaries of wetland within the LOD, location of surface water features (e.g. vernal pools, stormwater BMPs), permanent crossings, fencing, permanent monument, and representative cross sections at locations or intervals determined by the Designer. The final as-built shall indicate any deviations between the design and construction clearly on the same layer. The contractor can submit the as-built survey in phases during the construction. The contractor shall furnish the owner with three (3) 22" x 34" paper copies of the as-built plans and a digital copy in (MicroStation or AutoCAD) format.

Basis of Payment:

Payment for all work covered by this section will be paid for at the contract lump sum price for “As-Built Survey.”

Payment will be made under:

Bid Item #2 As-Built Survey

Lump Sum (LS)

2.3 Mobilization

Scope/Description

Mobilization shall only be paid up to 5% of the total contract value at the beginning of the project; everything above 5% will be retained until the final payment. This work consists of preparatory work and operations, including but not limited to the movement of personnel, equipment, supplies, and incidentals, to the project site, for the establishment of facilities necessary for work on the project; the removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations which must be performed for costs incurred prior to beginning work on the various items on the project site. As part of mobilization, an inspection box must be placed on the project site to include plans, specs, copies of permits, and other construction related documents.

If mobilization amount exceeds 5%, then the difference shall be withheld as retainage to be considered as part of demobilization. Also, mobilization should not cover the cost of bond premiums.

Basis of Payment:

Payment for all work covered by this section will be paid for at the contract lump sum price for “Mobilization.”

Payment will be made under:

Bid Item #3 Mobilization

Lump Sum (LS)

2.4 Stabilized Construction Entrance

Scope/Description:

The work covered by this section consists of furnishing, installing, maintaining and removing any and all material required for the construction of Stabilized Construction Entrances.

Materials:

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Stone shall be Class A stone and shall meet the requirements of NCDOT Standard Specifications, Section 1042 for Stone for Erosion Control, Class A.

Construction Methods:

The Contractor shall install two Stabilized Construction Entrances, in accordance with the details in the plans and at the location shown in the plans or as directed by the Designer. Damage to any existing surface roads, gates, or vegetation, adjacent to the designed entrance, shall be repaired by the Contractor to a condition equal to the pre-construction condition. The Contractor shall be solely responsible for the cost of such repairs, and these costs shall not be part of this contract.

Basis of Payment:

Payment for grading, installation of filter fabric, initial application of Class A stone and all other construction costs associated with the construction entrance shall be paid for at linear feet for “Stabilized Construction Entrance”. Such price and payment shall be full compensation for all work covered by this provision including all materials, construction, maintenance, and removal of construction entrance as directed by the Designer.

Payment will be made under:

Bid Item #4 Stabilized Construction Entrance

Linear Feet (LF)

2.5 Staging Areas

Scope/Description:

To limit disturbance of soils on site, the Contractor shall restrict the storage and refueling of all construction equipment to the identified staging areas shown on the plans. Prior to construction activities, the Contractor shall identify and mark the boundaries of all staging areas by using a highly visible tape, silt fencing, or orange boundary fencing, as directed by the Designer.

Basis of Payment:

There will be no separate payment for boundary markers. Cost of these materials will be considered incidental to “Construction Survey”.

Payment will be made under:

Bid Item #1 Construction Survey

Lump Sum (LS)

Section 3.0 Earthwork

3.0 General: Furnish all labor, equipment and materials required to complete all work associated with excavation of new channel and valley grades or adjusting the form on the stream channel and wetland grading.

The Contractor shall perform grading as shown on plan sheets, typical sections, profiles, and stream cross-sections in accordance with Section 226 of the NCDOT Standard Specifications.

Minor grading and bank stabilization may be required at locations where concentrated surface flow, on the floodplain, enters the proposed channel. This work will be conducted as directed by the Designer and shall be incidental to cost of grading.

The total cut volume for the site is 24,303 cubic yards, the total fill volume for the site is 4,878 cubic yards, and the total net waste for on-site disposal is 19,456 cubic yards. All quantities shown are approximate. Contractor must verify all quantities to his own satisfaction. No shrinkage factor included.

3.1 Clearing/Grubbing and Grading

Scope/Description:

In order to facilitate grading operations, clearing and grubbing operations shall be performed within the Limits of Disturbance as indicated on the Erosion Control plan sheets, in accordance with Section 200 & 402 of the 2002 Standard Specifications along with NCDENR’s “Erosion and Sediment Control Planning and Design Manual” as directed by the Designer and the following provision.

Clearing includes the removal of any on-site, non-soil waste such as rocks, abandoned cars, metal scraps, and invasive vegetation removal. The removal and disposal of existing fencing, as noted on the plan sheets, shall be considered a component of "Clearing/Grubbing and Grading".

Within the Limits of Disturbance it is anticipated that the entire area will not be cleared, tree removal shall be minimized to the extent possible without significantly interfering with the progress of site work. Following site layout and prior to the commencement of any work, the Contractor and the Designer shall visit the site to review the boundaries of the Limits of Disturbance, identify individual trees and wetland areas to protect within the Limits of Disturbance and discuss site work and site access strategies that will minimize tree removal without significantly interfering with site work. These additional trees or areas shall be identified using high visibility flagging. The contractor shall not work in or cause any disturbance in these areas. Payment for Clearing and Grubbing will be calculated based on the total area of the Limits of Disturbance as shown on the plans and will not consider the additional excluded areas.

After clearing and grubbing operations have been completed, the Contractor shall perform grading as necessary to attain final surface elevations as directed by the "Plan and Profile", "Cross-Sections", "Details: Stabilization" sheets and "Wetland Grading Plan". The Contractor shall perform grading per the stream profile and typical cross-sections. The grading plan shall be used to supplement these resources, in particular, in resolving tie outs and understanding the intentions of the typical section applications. Field modifications shall be approved by the Designer. Final grades shall meet the proposed grading and stream dimensions within a tolerance of +/- 0.2 feet (2.4 inches). All transitions within the active channel shall have smooth transitions between typical sections and be free of tool markings. Excess material shall be removed from the site and disposed of by the contractor. Approximately 2.2 acres of disposal area is available for use by the contractor on the property. The disposal area is to be used to dispose of excess earth quantities only. Debris associated with clearing and grubbing will not be permitted to be disposed of within the approved disposal area. If the Contractor chooses to burn excess woody debris, appropriate permits will need to be obtained by the Contractor.

The location of the approved disposal area is not shown on the Sediment and Erosion Control Plan Sheets but is included in the Permits and Appendices section of this Project Manual, Page 126 (5- Soil Disposal Figure). It is the responsibility of the Contractor to place temporary seeding mixture and stabilize the disposal site as well as the access to those disposal sites. To the extent practical, excess material should be spread out throughout the approved area to minimize the depth of fill. The Contractor will also be responsible for installing and maintaining silt fence downgradient of all disturbed soil areas associated with the disposal site until such a time that appropriate grass coverage is achieved.

Basis of Payment:

All work completed under this section will be paid for at the contract lump sum price for "Clearing/Grubbing and Grading." Seeding and stabilization of the disposal area(s) as well as installation of sediment and erosion control measures such as silt fence will be considered incidental to "Clearing/Grubbing and Grading".

Payment will be made under:

Bid Item #5 Clearing/Grubbing and Grading	Lump Sum (LS)
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3.2 Stream Excavation

Scope/Description:

Excavated material from the new stream channel shall be stockpiled at the disposal location as shown on the soil disposal figure (Appendices), outside of the project Limits of Disturbance. The Contractor should not that the placement of stockpiled material within the Limits of Disturbance might be constrained by staging areas and/or access routes. Some excavated material may be used within the stream channel to build banks or meet grades. Excess material shall be removed from the site and disposed of by the Contractor. No material shall be placed within the limits of wetlands identified on the plans.

Basis of Payment:

All work completed under this section will be paid for at the contract lump sum price for "Clearing/Grubbing and Grading."

Payment will be made under:

Bid Item #5 Clearing/Grubbing and Grading Lump Sum (LS)

Section 4.0 In-Stream Structures

4.0 General: Furnish all labor, equipment and materials required to complete all work associated with installing in-stream structures, bank stabilization treatments, and temporary stream diversions. In-stream structures include Offset Rock Cross Vane, Channel Blocks, Riffle Grade Control, Stone Toe Stabilization and Step Pools. Due to the nature of the work required by this Contract, it is anticipated that the quantity and location of in-stream structures to be constructed may change due to the actual conditions that occur during the construction of the project. The type, location and quantity of structures may be increased or decreased as determined by the Designer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. The Designer must approve the quality of stones prior to installation of structures. If the stone is not acceptable, the Contractor will replace the stone at no additional cost. Footer rocks shall be set such that they extend beyond the extents of the header rocks on the inside of the structure. Individual rocks shall be fitted tightly such that water flows over the device and not through the individual rocks.

4.1 Stone, Boulder (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved stone to be used in the construction of the Offset Rock Cross Vane and Step Pool in-stream structures and for use in other locations as directed by the Designer. The Stone, Boulder (misc.) item shall only be used when the estimated total of all boulders has been exceeded by 10%

Materials:

Rock material for "Stone, Boulder," shall consist of blasted stone or other stone approved by the Designer at the site prior to contractor installing them on the site. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension.

"Stone, Boulder" shall meet the following requirements regarding the equivalent class and size distribution:

ACCEPTANCE CRITERIA FOR STONE, BOULDER

AXIS	REQUIRED STONE SIZES – INCHES		
	Minimum	Midrange	Maximum
Major	24	30	36
Minor	18	25	32
Depth	12	15	18

No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified. The size of an individual stone will be determined by measuring all axis, and shall be satisfactory if it falls within the acceptable dimensions.

Construction Methods:

The Contractor shall place the stone in the constructed stream channels at the locations shown on the plans, to the thickness, widths, and lengths as shown on the plans, or as directed by the Designer. All “Stone, Boulder” shall be placed neatly and uniformly with an even surface to form a natural-like streambed, in accordance with the details in the plans and shall meet the approval of the Designer.

Method of Measurement:

The quantity of “Stone, Boulder” to be paid for will be the actual number of tons of each class of stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. “Stone, Boulder” that has been stockpiled will not be measured a second time. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of “Stone, Boulder” measured as provided above, will be paid for at the contract unit price per ton for “Stone, Boulder.” Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, placing, and maintaining stone; and disposal of any stone not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #7 Stone, Boulder (Misc.) Lump Sum (LS)

4.2 Stone Class A (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved stone to be used in the construction of Riffle Grade Control, Bridge Mat, Stabilized Construction Entrance, Culvert Crossing, Step Pools, and Special Stilling Basin with Rock Pad in-stream structures and for use in other locations as directed by the Designer. The Class A (misc.) item shall only be used when the estimated total of all Class A stone, 385 tons, has been exceeded by 10%.

Materials:

Rock material for “Stone Class A,” shall consist of blasted stone or other stone approved by the Designer at the site prior to contractor installing them on the site. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended.

“Stone Class A” shall meet the following requirements regarding the equivalent class and size distribution:

ACCEPTANCE CRITERIA FOR STONE CLASS A

CLASS EQUIVALENT	REQUIRED STONE SIZES - INCHES		
	Minimum	Midrange	Maximum
Class A	2	4	6

No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified. The size of an individual stone will be determined by measuring its diameter across any axis, and shall be satisfactory if it falls within the acceptable dimensions.

Construction Methods:

The Contractor shall place the stone in the constructed stream channels at the locations shown on the plans, to the thickness, widths, and lengths as shown on the plans, or as directed by the Designer. All "Stone Class A" shall be placed neatly and uniformly with an even surface to form a natural-like streambed, in accordance with the details in the plans and shall meet the approval of the Designer.

Method of Measurement:

The quantity of "Stone Class A" to be paid for will be the actual number of tons of each class of stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. "Stone Class A" that has been stockpiled will not be measured a second time. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of "Stone Class A" measured as provided above, will be paid for at the contract unit price per ton for "Stone Class A." Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, rehandling, placing, and maintaining stone; and disposal of any stone not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #8 Class A (Misc.) Ton

4.3 Stone Class B (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved stone to be used in the construction of Offset Rock Cross Vane in-stream structures and for use in other locations as directed by the Designer. The Class B (misc.) item shall only be used when the estimated total of all Class B stone, 28 tons, has been exceeded by 10%.

Materials:

Rock material for "Stone Class B," shall consist of blasted stone or other stone approved by the Designer at the site prior to contractor installing them on the site. The stone shall be sound, tough, dense, resistant to action of air and water, and suitable in all other respects for the purpose intended.

"Stone Class B" shall meet the following requirements regarding the equivalent class and size distribution:

ACCEPTANCE CRITERIA FOR STONE CLASS B

CLASS EQUIVALENT	REQUIRED STONE SIZES - INCHES		
	Minimum	Midrange	Maximum
Class B	5	8	12

No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified. The size of an individual stone will be determined by measuring its diameter across any axis, and shall be satisfactory if it falls within the acceptable dimensions.

Construction Methods:

The Contractor shall place the stone in the constructed stream channels at the locations shown on the plans, to the thickness, widths, and lengths as shown on the plans, or as directed by the Designer. All "Stone Class B" shall be placed neatly and uniformly with an even surface to form a natural-like streambed, in accordance with the details in the plans and shall meet the approval of the Designer.

Method of Measurement:

The quantity of "Stone Class B" to be paid for will be the actual number of tons of each class of stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. "Stone Class B" that has been stockpiled will not be measured a second time. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of "Stone Class B" measured as provided above, will be paid for at the contract unit price per ton for "Stone Class B." Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, rehandling, placing, and maintaining stone; and disposal of any stone not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #9 Class B (Misc.) Ton

4.4 Stone Class 1 (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved stone to be used in the construction of Riffle Grade Control, Channel Block, Step Pool, Stone Toe Stabilization, Seep Stabilization, Silt Fence Rock Outlet, Rock Silt Screen, and Impervious Dike in-stream structures and for use in other locations as directed by the Designer. The Class 1 (misc.) item shall only be used when the estimated total of all Class 1 stone, 834 tons, has been exceeded by 10%.

Materials:

Rock material for "Stone Class 1," shall consist of blasted stone or other stone approved by the Designer at the site prior to contractor installing them on site. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended.

"Stone Class 1" shall meet the following requirements regarding the equivalent class and size distribution:

ACCEPTANCE CRITERIA FOR STONE CLASS 1

CLASS EQUIVALENT	REQUIRED STONE SIZES - INCHES		
	Minimum	Midrange	Maximum
Class 1	5	10	17

No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified. The size of an individual stone will be determined by measuring its diameter across any axis, and shall be satisfactory if it falls within the acceptable dimensions.

Construction Methods:

The contractor shall place the stone in the constructed stream channels at the locations shown on the plans, to the thickness, widths, and lengths, as shown on the plans, or as directed by the Designer. All "Stone Class 1" shall be placed neatly and uniformly with an even surface to form a natural-like streambed, in accordance with the details in the plans and shall meet the approval of the Designer.

Method of Measurement:

The quantity of "Stone Class 1" to be paid for will be the actual number of tons of each class of stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. "Stone Class 1" that has been stockpiled will not be measured for a second time. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of "Stone Class 1" measured as provided above, will be paid for at the contract unit price per ton for "Stone Class 1." Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, rehandling, placing and maintaining stone; and disposal of any stone not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #10 Class 1 (Misc.) Ton

4.5 Stone #57 (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved stone to be used in the construction of Channel Block, Offset Rock Cross Vane, Silt Fence Rock Outlet, and Rock Silt Screen in-stream structures and for use in other locations as directed by the Designer. The Stone #57 (misc.) item shall only be used when the estimated total of all Stone #57, has been exceeded by 10%.

Materials:

Rock material for "Stone #57," shall consist of blasted stone or other stone approved by the Designer at the site prior to contractor installing them on the site. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended.

"Stone #57" shall meet the following requirements regarding the equivalent class and size distribution"

ACCEPTANCE CRITERIA FOR STONE #57

CLASS EQUIVALENT	REQUIRED STONE SIZES - INCHES		
	Minimum	Midrange	Maximum
Stone #57	1- 1/4	½	¾

No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified. The size of an individual stone will be determined by measuring its diameter across any axis, and shall be satisfactory if it falls within the acceptable dimension.

Construction Methods:

The Contractor shall place the stone in the constructed stream channels at the locations shown on the plans, to the thickness, widths, and lengths as shown on the plans, or as directed by the Designer. All "Stone #57" shall be placed neatly and uniformly with an even surface to form a natural-like streambed, in accordance with the details in the plans and shall meet the approval of the Designer.

Method of Measurement:

The quantity of "Stone #57" to be paid for will be the actual number of tons of each class of stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. "Stone #57" that has been stockpiled will not be measured a second time. The stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of "Stone #57" measured as provided above, will be paid for at the contract unit price per ton for "Stone #57." Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, rehandling, placing, and maintaining stone; and disposal of any stone not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #11 Stone #57 (Misc.) Ton

4.6 Class I Select (Misc.)

Scope/Description:

The work covered in this section consists of furnishing, stockpiling, placing and maintaining approved material for ditch plugs in locations as shown on the plans as directed by the Designer. The Class I Select (misc.) item shall be used when the estimated total of all Class I Select, has been exceeded by 10%.

Materials:

The material used to build ditch plugs shall be Select Material that meets the requirement of NCDOT Standard Specifications, Section 1016-3 for Class I Select Material. This material will be approved by the Designer at the site prior to the Contractor installing the plugs.

Construction Methods:

Class I Select material for ditch plugs shall be constructed at locations as shown on the plans or as directed by the Designer.

Method of Measurement:

The quantity of "Class I Select" to be paid for will be the actual number of cubic yards which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Designer. "Class I Select" that has been stockpiled will not be measured a second time. The material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment:

The quantity of "Class I Select" measured as provided above, will be paid for at the contract unit price per cubic yard for "Class I Select." Such price will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, rehandling, placing, and maintaining material; and disposal of the material not incorporated into the project if directed by the Designer.

Payment will be made under:

Bid Item #12 Class I Select (Misc.) Ton

4.7 Offset Rock Cross Vane

Scope/Description:

The work covered by this section consists of the construction of cross vanes, an in-stream and bank structure designed to protect against erosion and scour and improve in-stream habitat by reducing water velocities, redirecting stream flow away from the stream banks and toward the thalweg, and trapping sediment.

The quantity and location of cross vanes to be constructed will be in accordance with the plans but may be affected by the actual conditions that occur during the construction of the project. Such variations will not be considered as alterations in the details of construction or a change in the character of the work.

Materials:

Stone materials utilized to construct the cross vanes shall meet all the requirements of Stone #57, Class B and Stone, Boulder as specified in these special provisions.

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Construction Methods:

Cross vanes shall be constructed in accordance with details in the plans, at locations as shown on the Grading Plan sheets or as directed by the Designer.

A trench, wide enough for placement of the vane and footer boulders as they cross perpendicular to the channel, shall be dug at the location indicated on the plans or as directed by the Designer. The trench shall be dug to a depth sufficient to place the footer boulder and then the vane boulder on top, such that approximately 2-3" of the vane boulder are exposed above the finished bed elevation provided. Filter fabric shall be installed along the upstream side of the cross vane to prevent channel substrate from washing through voids between the boulders. The filter fabric shall cover the entire upstream "face" of the cross vane from the bottom of the footer boulder to the invert of the header boulder in height and along the complete length of the structure. The trench shall be backfilled to the proposed elevation per the Plan and Profile sheets with a mixture of Stone #57, Class B, and if available, existing channel sediment, as approved by the Designer. The wing portions of the cross vane shall slope back from the "cross" boulder elevation to the top of the bank, on a 5-10% slope.

Method of Measurement:

Cross vanes will not be measured for payment under this section.

Basis of Payment:

The quantity of cross vanes will be paid for at the contract unit price per structure for "Offset Rock Cross Vanes". This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to construct the cross vanes.

Payment will be made under:

Bid Item #13 Offset Rock Crock Vane Each (EA)

4.8 Channel Block

Scope/Description:

The work covered by this section consist of the construction and maintenance of physical barriers placed in abandoned channel segments to prevent future stream avulsions.

The quantity of channel blocks to be constructed will be affected by the actual conditions that occur during the construction of this project. The quantity of channel blocks may be increased, decreased, or eliminated entirely at the direction of the Designer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of work.

Materials:

Stone materials utilized to construct the channel blocks shall meet all the requirements of Stone #57 and Class 1 Stone as specified in these special provisions.

Construction Methods:

Channel blocks shall be constructed in accordance with the details on the plans, at locations as shown on the plans or as directed by the Designer.

Clear and grub all side slopes of the abandoned channel. Place the channel block in the abandoned channel ensuring that there is at least five (5) feet of embankment material between the block and the face of the restored stream bank. Construct the channel block across the entire width of the abandoned channel to an elevation of 1 foot below the proposed fill elevation as shown on the plans.

Method of Measurement:

Channel block will not be measured for payment under this article.

Basis of Payment:

The quantity of channel blocks will be paid for at the contract unit price per structure for "Channel Block". The payment shall be considered full compensation for all materials, labor, equipment and incidentals necessary to construct the channel blocks.

Payment will be made under:

Bid Item #14 Channel Block Each (EA)

4.9 Step Pool

Description:

The work covered by this section consists of the construction of step-pool sequences, an instream structure designed to provide grade control and to reconnect the proposed and existing channels, as well as other tributary features throughout the project reach.

Materials:

Stone materials utilized to construct the step-pools shall meet all the requirements of Class I, Class A, and Stone, Boulders as specified in these special provisions.

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Construction Methods:

Step-pools shall be constructed in accordance with details in the plans, at locations as shown on the plans or as directed by the Designer. The location and nature of the step-pools may be modified during construction at the direction of the Designer.

Method of Measurement:

Step pools will not be measured for payment under this section.

Basis of Payment:

The quantity of step pools will be paid for at the contract unit price per structure for "Step Pool". This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to construct the step pools.

Payment will be made under:

Bid Item #15 Step Pool Each (EA)

4.10 Riffle Grade Control

Scope/Description

The work covered by this section consists of the construction of riffle grade controls, an in-stream bed structure designed to provide grade control and temporarily stabilize the location of constructed bed features as the system adjusts to the flows and sediment of the watershed.

The quantity and location of riffle grade controls to be constructed will be in accordance with the plans but may be modified in size or shape to accommodate the actual conditions that occur during the construction of the project. The quantity of riffle grade controls may be increased, decreased or eliminated entirely at the direction of the Designer. 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:

Stone materials utilized to construct the riffle grade controls shall meet the requirements of Stone for erosion control, Class A and Class 1 as specified in these special provisions.

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Construction Methods:

Riffle Grade Controls shall be constructed in accordance with details in the plans, at locations as shown on the Plan and Profile sheets or as directed by the Designer.

The limits of the subsurface grade control stone (Class 1) should be determined and staked. The base course and subsequent stone shall be installed and compacted at the depth and slopes indicated in the detail. The surface grade control stone (Class A) shall be installed on top of the subsurface stone to achieve the finished thalweg profile evaluations. After attaining the finished grade, the Contractor shall wash some of the existing bed material into the riffle grade control structure to embed the surface grade control stone and enhance the recovery of the channel, post-construction. Stone toe stabilization shall be incorporated per the details and as directed by the Designer.

Method of Measurement:

Riffle Grade Controls will not be measured for payment under this section.

Basis of Payment:

The quantity of riffle grade controls will be paid for at the contract unit price per structure for "Riffle Grade Controls". This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to construct the riffle grade controls.

Payment will be made under:

Bid Item #16 Riffle Grade Control	Each (EA)
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4.11 Stone Toe Stabilization

Scope/Description:

The work covered by this section consists of the construction of stone toe stabilization, a bank structure designed to protect against erosion and scour by providing a stabilizing layer of rock to armor the lower portion of the bank.

The quantity and location of stone toe stabilization to be constructed will be in accordance with the plans but may be affected by the actual conditions that occur during the construction of the project. The quantity of stone toe stabilization may be increased, decreased, or eliminated entirely at the direction of the Designer. 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:

Stone materials utilized to construct the stone toe stabilization shall meet all the requirements of Stone for Erosion Control, Class 1, as specified in these special provisions.

The matting utilized to construct the stone toe stabilization shall meet all the requirements of Coir Matting as specified in these special provisions.

Construction Methods:

Stone Toe Stabilization shall be constructed in accordance with details in the plans, at locations as shown on the Grading Plan sheets or as directed by the Designer.

Install the fiber matting upslope of the area to be covered by stone and secure the bottom 1' of the matting behind the proposed top level of stone according to the Coir Fiber Matting specification in these special provision. Install stone beginning at the bottom of the bank and continuing to the bankfull height or as specified by the Designer.

Method of Measurement:

The quantity of Stone Toe Stabilization to be paid for will be the actual number of linear feet of Stone Toe Stabilization measured in place from end to end which has been completed and accepted.

Basis of Payment:

The quantity of stone toe stabilization will be paid for at the contract unit price per structure for "Stone Toe Stabilization". This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to conduct the stone toe stabilization.

Payment will be made under:

Bid Item #17 – Stone Toe Stabilization Linear Foot (LF)

4.12 Ditch Plug

Scope/Description:

The work covered by this section consist of the furnishing, stockpiling, placing and maintaining material to fill abandoned ditches to prevent the re-channelization of runoff into these ditches.

The quantity of ditch plugs to be constructed will be affected by the actual conditions that occur during the construction of the project. The quantity of ditch plugs may be increased, decreased, or eliminated entirely at the direction of the Designer. 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:

The material used to build ditch plugs shall be Select Material that meets the requirements of NCDOT Standard Specifications, Section 1016-3 for Class I Select Material.

Materials that will function as a barrier to water movement shall consist of silty or clayey soil material meeting the requirement of AASHTO M145 for soil classification A-4, provided such materials do not have a liquid limit (LL) greater than 50, nor a plasticity index (PI) of less than 7 or greater than 20.

Construction Methods:

Ditch plugs shall be constructed in accordance with the details on the plans, at locations as shown on the plans or as directed by the Designer. Clear and grub all side slopes of the ditch to be filled including 1 foot below the depth of the existing ditch. At the ditch plug location fill the top ½ foot ditch with uncompacted backfill and the remaining depth of the ditch with compacted backfill.

Method of Measurement:

Ditch plug will not be measured for payment under this article.

Basis of Payment:

The quantity of ditch plugs will be paid for at the contract unit price per structure for "Ditch Plug." This payment shall be considered full compensation for materials, labor, equipment, and incidentals necessary to construct the ditch plans.

Payment will be made under:

Bid Item #18 Ditch Plug Each (EA)

Section 5.0 Erosion Control

5.0 General: Furnish all labor, equipment and materials required to complete all work associated with the installation and maintenance of temporary or permanent erosion control measures. Erosion control measures shall be installed in accordance with the plans and special provisions, the North Carolina Sediment and Erosion Control Guidelines, and as directed by the Designer.

5.1 Coir Matting

Scope/Description:

Furnish, install and maintain coir matting in locations as directed by the “Erosion and Sediment Control Planning and Design Manual,” and the Designer. Work includes providing all materials, excavating and backfilling, and placing and securing coir matting. Preparation of soil and seeding in conformance with Section 6.4 will occur prior to the placing of the matting and will be paid for under that section.

Materials:

Matting: Provide matting to meet the following requirements:

100% coconut fiber (coir) twine woven into a high strength matrix.

Size: 6.6 ft x 164 ft (120 SY)

Thickness: 0.30 in. minimum

Tensile Strength: 1348 x 626 lb./ft minimum

Elongation: 34% x 38% maximum

Flexibility (mg-cm): 65030 x 29590

Flow Velocity: Observed 11 ft/sec

“C” Factor: 0.002

Open Area (measured): 50%

Stakes: Provide hardwood stakes minimum 1’ x 1” x 2” with a 1” notch on one side 2” from top of stake.

Construction Methods:

In locations where this and other stabilization techniques are jointly utilized, all treatments shall be installed so that they interface smoothly and provide the appropriate protection for the stream banks.

Prior to installation prepare soil as specified in Section 6.4, provide smooth soil surface free from stones, clods, or debris that will prevent the uniform contact of the matting with the soil. Take care to preserve the required line, grade, and cross-section of the area covered and apply the specified seed mix/mulch as indicated in Section 6.4.

Start the installation at the upstream end of the channel by placing the matting immediately upon final graded bank surfaces. Secure the matting at the bottom of bank with wooden staking. The matting should extend from the toe of the slope to the top of the bankfull. Apply the matting by unrolling from upstream to down stream without stretching such that the matting will lie smoothly but loosely on the ground in good contact with the soil surface, without air pockets or gaps beneath the matting. Secure the top slope end of each piece of matting in a narrow trench 6” wide by 6” deep by staking, backfilling and compacting firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upstream roll over the top of the beginning of the downstream roll so there is a 1-foot overlap and stake the two pieces.

Provide a final anchor trench, 12” wide by 12” deep, at the downstream limits of the application area. Stake the matting, backfill and compact.

Place stakes 1-foot apart at all ends, lapped edges and junctions of the matting. Place stakes 3-feet apart down the center of each strip of matting. The Designer may require adjustments in the trenching or staking requirement to fit individual site conditions.

Method of Measurement:

The quantity of coir matting measured will be paid for according to the actual number of square yards measured along the surface of the ground over which coir matting is installed and accepted.

Seeding and mulching will not be paid for under this item.

Basis of Payment:

The quantity of coir matting, measured as provided above, will be paid for at the contract unit price per square yard for "Coir Matting." Such payment will be full compensation for all work covered by this section including but not limited to furnishing all materials including wooden stakes required for installation and maintenance of coir matting.

Payment will be made under:

Bid Item #20 Coir Matting Square Yard (SY)

5.2 Temporary Channel Diversion

Scope/Description:

The work covered by this section consists of furnishing, installing, maintaining and removing any and all temporary channel diversions used on this project in conjunction with the stream restoration construction. The contractor shall install temporary channel diversions in locations as required in such a manner approved by the Designer. The temporary channel diversion shall provide a passageway for the normal stream flow through the work-site and shall meet all requirements specified in the erosion control plan.

Materials:

A pump-around method for the main stem and tributary including the culvert replacement is required for accomplishing the temporary channel diversion. The base flow for the main stem is approximately 3-5 cfs. Construction will only be permitted in less than bankfull flows. All work will be conducted in the dry. Construction will be stopped when rain is eminent.

Construction Methods:

The temporary diversion shall be installed and removed in accordance with the manufacturer's guidelines. Twenty-four (24) hours prior to the initiation of diversion activities, the contractor shall measure the approximate flow rate in the project stream, at the diversion location. The flow rate shall be submitted to the Designer for approval. The contractor shall thereafter, utilize a pump(s) or other approved method sufficient to accommodate 120% (1.2 times) the approved flow rate. The Contractor is responsible for operating and maintaining the Temporary Channel Diversion to avoid direct contact between the stream flow and the disturbed work area.

Method of Measurement:

The quantity of temporary channel diversion to be paid for will not be measured for payment under this section. Diversion of flow for the purposes of construction will only be required when constructing online portions of the stream and creating tie-in segments when working in a wet channel. The contractor is responsible for verifying the total linear footage of channel diversion.

Basis of Payment:

The temporary channel diversion as provided above will be paid for at the contract lump sum price for "Temporary Channel Diversion." Such payment will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary channel diversion.

Payment will be made under:

Bid Item #21 Temporary Channel Diversion Lump Sum (LS)

5.3 Impervious Dike

Scope/Description:

The work covered by this section consists of furnishing, installing, maintaining, and removing an impervious dike for the purpose of preventing normal stream flow and dewatering a stream segment for construction operations.

Materials:

Acceptable materials shall include but not be limited to sheet piles, sandbags and/or the placement of Class 1 Stone lined with polypropylene or other impervious fabric. Sandbags are the preferred material for impervious dikes. Earth material shall not be used to construct an impervious dike.

Construction Methods:

The Contractor shall construct an impervious dike in such a manner approved by the Designer. The impervious Dike shall not permit seepage of water into the construction site. The impervious dike shall be constructed of an acceptable material in locations as directed by the Designer.

Method of Measurement:

The quantity of impervious dike to be paid for will be the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation which has been completed and accepted.

Basis of Payment:

The quantity of impervious dikes measured as provided above will be paid for at the contract unit price per linear foot for "Impervious Dike."

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 materials in the impervious dike, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

Bid Item #22 Impervious Dike Linear Foot (LF)

5.4 Temporary Bridge Mats

Description:

The work covered by this section consists of the construction of temporary bridge mats across the existing channel to allow for temporary, stabilized crossings of equipment.

The quantity and location of bridge mats to be constructed will be in accordance with the plans but may be affected by the actual conditions that occur during the construction of the project. Such variations will not be considered as alterations in the details of construction or a change in the character of work.

Materials:

Stone for approach stabilization shall be Class A stone and shall meet the requirements of NCDOT Standard Specifications, Section 1042 for Stone for Erosion Control, Class A.

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Construction Methods:

Temporary crossings shall be constructed in accordance with details in the plans, at locations as shown on the Sediment & Erosion Control sheets or as directed by the Designer. The Contractor will be responsible for determining the load capacity of the bridge mats for the specific equipment that will be using the crossings and for constructing a crossing that is safe and stable. Length of timber crossing is dependent on the width of stream at the location of the crossing. It is the contractor's responsibility to remove all temporary bridge mats.

Basis of Payment:

The quantity of temporary crossings will be paid for at the contract unit price per structure for "Temporary Bridge Mats." This payment shall be considered compensation for timber, Class A stone, filter fabric, labor, and equipment. The contractor is responsible for incidentals necessary to construct the temporary crossings.

Payment will be made under:

Bid Item #23 Temporary Bridge Mats Each (EA)

5.5 Temporary Silt Fence and Rock Silt Screen

Scope/Description:

Utilization of temporary silt fence and construction of rock silt screens will be utilized as they appear in "Erosion and Sediment Control Planning and Design Manual," Land Quality Section, NCDENR, revised in 2006, are applicable to this project and by reference hereby are considered a part of these plans:

Sediment Fence – 6.6.2

Materials:

Stone materials utilized for the rock silt screen shall meet all the requirements of stone for erosion control, Class 1 and Stone #57 as specified in these special provisions.

Construction Methods:

Silt fence shall be installed as depicted on the plans prior to the commencement of disturbance activities. Allow a 10 feet spacing between the top of bank and silt fence. Silt fence shall be temporarily removed in each isolated work area to permit grading of the restored stream. Immediately following the completion of stabilization measures for each isolated area and prior to the initiation of work on another section, the silt fence shall be reinstalled adjacent to the top of banks for the entire length of the restored streams. Silt fence shall be maintained hereafter and shall not be removed until ground cover has been fully established within the limits of disturbance.

Basis of Payment:

The quantity of temporary silt fence measured as provided above will be paid for at the contract unit price per linear foot for "Temporary Silt Fence." The quantity of rock silt screen will be paid for at the contract unit price per structure for "Rock Silt Screen."

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 materials in the temporary silt fence and rock silt screen, construction, maintenance, and removal of the temporary silt fence and rock silt screens.

Payment will be made under:

Bid Item #25 Rock Silt Screen Each (EA)

5.6 Silt Fence Rock Outlet

Scope/Description:

The work covered by this section consists of furnishing, installing, maintaining, and removing a silt fence rock outlet for the purpose of introducing storm water from outside of the silt fence to a stable outlet to drain to the stream channel.

Materials:

Stone materials utilized to construct the stabilized rock outlet shall meet all the requirements of Stone for erosion control, Class 1 Stone, and Stone #57 as specified in these special provisions.

Construction Methods:

Silt fence rock outlets shall be constructed in accordance with details in the plans, at locations as shown on the Sediment & Erosion Control sheets or as directed by the Designer.

A 4' wide gap in the silt fence shall be made at the locations indicated on the plans or as directed by the Designer. Class 1 Stone shall be placed as specified in the silt fence rock outlet detail, filling the gap in the silt fence and overlapping the silt fence on the left and right of the gap, with a 12" layer of Stone #57 covering the entire upslope side of the gap and the Class 1 Stone.

Basis of Payment:

The quantity of Silt fence rock outlets measured as provided above will be paid for at the contract unit price per structure for "Silt Fence Rock Outlet."

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 materials in the silt fence rock outlet, construction, maintenance, and removal of the silt fence rock outlets.

Payment will be made under:

Bid Item #26 Silt Fence Rock Outlet Each (EA)

5.7 Temporary Seeding

Scope/Description:

The work covered under this section shall consist of furnishing, applying and maintaining all materials necessary to conduct temporary seeding and mulching activities required to stabilize all disturbed areas as directed by the Designer.

Materials:

The Contractor shall utilize the following seed mix and fertilizer specification in seeding all disturbed areas within the project limits: Fertilizer and limestone shall be applied only once for all temporary and permanent seeding coverage. Areas where permanent seeding is not applied such as the temporary earthen access drive and disposal site, fertilizer and limestone shall be applied once with the temporary seeding.

Winter Mix (August 15 – May 1)

Species

Rye Grain (*Secale cereale*) 20lbs/acre

Wheat (*Triticum aestivum*) 10lbs/acre

Summer Mix (May 1 – August 15)

German Millet (*Setaria italica*) 5lbs/acre

Browntown Millet (*Urochloa ramosa*) 5lbs./acre

Fertilizer 500 lbs/acre

Limestone 4000 lbs/acre

Fertilizer shall be 10-20-20 analysis. Upon written approval of the Designer, a different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained at the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis.

Construction methods:

Seed is to be sown with a spreader or a seeding machine. Seed is to be evenly distributed and should not be broadcast or dropped when wind velocity exceeds 5 mph. Seeded areas are to be protected by spreading straw mulch uniformly to form a continuous blanket over seeded areas.

Method of Measurement:

The quantity of temporary seeding measured will be paid for according to the actual number of acres measured along the surface of the ground upon which temporary seeding is installed and accepted.

Basis of Payment:

All work covered by this provision will be paid for at the contract unit price per acre for “Temporary Seeding.” Such price and payment will be full compensation for all work covered by this provision, including but not limited to, furnishing and placing all materials and watering associated with temporary seeding.

Payment will be made under:

Bid Item #27 Temporary Seeding Acre (AC)

5.8 Special Stilling Basin with Rock Pad

Scope/Description:

The work covered by this section consists of furnishing, placing, removing, and the use of chemical flocculants for the special stilling basin as directed by the Designer. The special stilling basin shall be used to filter and treat pumped water for dewatering activities during construction.

Water pumped from the disturbed area may be treated with flocculants before discharging into a special stilling basin following the design criteria in the Erosion and Sediment Control Planning and Design Manual, Practice Standards and Specifications 6.86, Flocculants.

Materials:

The special stilling basin shall be a bag constructed to a minimum size of 10' x 15'. It shall have a sewn-in 8in. (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seams shall have a minimum strength as follows:

Test Method Minimum Specifications

ASTM D-4884 60lb/in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength, and permeability:

<u>Property</u>	<u>Test Method</u>	<u>Units</u>	<u>Min. Specifications</u>
Weight	ASTM D-3776	oz/yd	8.0
Grab Tensile	ASTM D-4632	lb.	200.0
Puncture	ASTM D-4833	lb.	130.0
Flow Rate	ASTM D-4491	gal./min./ft ²	80.0
Permittivity	ASTM D-4991	ft/sec	1.5
UV Resistance	ASTM D-4355	%	70.0

The filter fabric shall meet the requirements of NCDOT Standard Specifications, Section 1056 for Type 2 fabric.

Stone materials utilized for the rock pad shall meet all the requirements of stone for erosion control, Class A as specified in these special provisions.

The following Polyacrylamide (PAM) products and their associated concentrations are the only PAM products currently approved for use in North Carolina by Division of Water Quality.

Polyacrylamide (PAM) Products Approved Maximum Dose for Application to Turbid Water

<u>Company</u>	<u>Product</u>	<u>Maximum Application Concentration (ppm)</u>
Applied Polymer System	APS 705	27.7
Applied Polymer System	APS 712	59.3
Applied Polymer System	APS 730	5.6
Applied Polymer System	APS 740	5.2

Approved Polyacrylamide (PAM) "Block" or "Log" Products*

<u>Company</u>	<u>Product</u>
Applied Polymer System	APS 703d
Applied Polymer System	APS 703d#3
Applied Polymer System	APS 706b

*The supplier has provided documentation of aquatic toxicity as well as documentation of maximum dosage rates for each product. All products have a maximum dosage rate less than their chronically toxic concentration (NCDENR-DWQ).

Construction Methods:

The special stilling basin shall be a water permeable fabric bag that traps sand, silt, and fines as sediment-laden water is pumped into it. This device shall be constructed such that it is portable and can be used adjacent to each construction site. The special stilling basin shall be placed away from the stream channel on a flat area above the top of bank. The special stilling basin shall be placed on top of a rock pad consisting of 8" of Class A Stone. The pumped water will flow into and through the bag without causing erosion. The neck or spout of the bag shall be tied off tightly to stop the water from flowing out of the bag without going through the walls. After tying the new channel into the old channel, all pumped water must go through the filtration bags. The special stilling basin shall be replaced and disposed of when it is three-quarters full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Designer must be received before removal and replacement. The Contractor shall be responsible for providing a sufficient quantity of bags to contain stilling from pumped effluent during construction.

Method of Measurement:

The quantity of special stilling basin to be paid for will be the actual number of bags used during construction as specified and accepted by the designer.

Basis of Payment:

The quantity of special stilling basin as measured above will be paid for at the contract unit price per each for "Special Stilling Basin with Rock Pad."

Such price and payment will be full compensation for all work covered by this provision, including but not limited to, furnishing all material, placing, and maintaining the special stilling basin, as well as removal and disposal of silt accumulations and bag. All labor, Class A Stone, flocculant and other materials shall be considered incidental to the price of the special silt basin and no separate payment shall be made for such.

Payment will be made under:

Bid Item #28 Special Stilling Basin with Rock Pad	Each (EA)
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Section 6.0 Planting

6.0 General: It is mandatory that the construction contractor provide, or subcontract with, a Planting Supervisor that has one of the following credentials: Certified Landscape Technician, Certified Plant Professional, Registered Forester, Certified Nurseryman, Registered Landscape Contractor, or other approved by BREC, P.A. staff. BREC, P.A. staff will consider other ecologists with strong academic credentials (e.g., PhD in Ecology.) The appropriate certification or registration information will be provided to the Owner in the bid package at the bid opening. Bid proposals will be reviewed for the required credentials.

The Planting Supervisor will be responsible for managing and being on-site during all activities involving permanent planting, including but not limited to the following: site preparation for planting, exotic plant removal, seedling handling and storage, planting operations, quality control inspections, managing plant competition. Activities associated with permanent planting that are not supervised by the Planting Supervisor are to be halted by the Planting Plan Designer and are not to be approved for payment.

All riparian plantings shall include preparation of the planting bed as necessary to relieve compaction. Preparation of the planting bed should be included in the unit cost of the planting. No direct measurement or payment shall be made for bed preparation.

The construction contractor shall warrant an 80% survival rate against defects including mortality and poor growth, except for defects resulting from abuse by other parties and abnormal weather conditions. The Planting Plan Designer will develop a remedial planting plan, if necessary, based upon the first year monitoring report. The remedial planting plan will be implemented by the construction contractor and overseen by the Planting Plan Designer. The remedial planting plan should include the components of site preparation, completion control, and re-planting.

6.1 Riparian Planting (Live Stakes)

Description:

The work covered by this section consists of furnishing, transporting, installing and maintain live stakes as shown on the plans and as directed by the Designer. Work includes providing all materials necessary to install the live stake cuttings.

Materials:

Live staking plant material shall be composed of freshly cut, dormant branches consisting of a random mix made up of native species as listed in the planting plan. Species composition may not be modified without the prior approval of Designer. The following live stakes shall be 1.5" – 2" in lengths, ½" to 2" diameter.

Zone A: Stream Zone – 1.98 Acres (436 stems/acre)

3' Center Spacing, Random Species Placement

<u>Scientific Name</u>	<u>Common Name</u>
<i>Salix nigra</i>	Black Willow
<i>Sambucus Canadensis</i>	Elderberry
<i>Salix sericea</i>	Silky Willow
<i>Cornus amomum</i>	Silky Dogwood

Note: No single live staking species shall compose more than 40% of the 11,050 total number of live stakes to be installed.

Construction Method:

Prior to the start of work on this item, the Contractor shall submit a proposed harvest/procurement and installation schedule, including source of supply of live cuttings, to the Designer for review. No work shall be performed until the Designer approves this schedule.

Procurement – Live staking materials may either be harvested locally by the contractor or procured from a certified nursery specializing in the production of bioengineering plant materials.

If harvesting bioengineering plant materials from existing native or naturalized stands, the source of all live cuttings shall be located on-site, within practical hauling distance to the site, and/or within the same physiographic ecoregion and plant hardiness zone as the site.

For harvest sites located on properties not owned by the Contractor, the Contractor shall provide the Designer with written permission from the property owner to harvest materials on their property. The Contractor shall locate, flag and code plants to be used at the live cutting sites. The Contractor shall notify the Designer seventy-two (72) hours prior to harvesting to review and approve all harvest sites.

In lieu of harvesting the plant materials, the cuttings may be obtained from a local certified nursery that specializes in the production of bioengineering plant materials. The Designer must approve the source of supply of live cuttings. Live stakes obtained from a nursery must meet the same physiographic ecoregion and plant hardiness zone requirements as harvested stakes, and must be protected during shipping as detailed below.

Handling during harvest and/or transport – The Contractor shall be responsible for harvesting and transporting the cuttings to the job site. Live cuttings shall be bundled together securely at the collection site for easy loading, handling and protection during transport. If transport by vehicles is necessary, the bundles shall be covered with a tarpaulin, transported in unheated vehicles, and moistened to prevent drying-out and additional stress. Live cuttings shall be transported to the construction site within 8 hours of harvest and shall be installed within 48 hours of cutting (especially if the ambient temperature is 50° or above.)

Storage – IF the cuttings are not installed immediately following harvesting or shipping, they shall be promptly and properly placed in controlled storage conditions and protected until installation is possible. During storage, live stakes must be protected against drying out and overheating (e.g., by storing in controlled conditions, storing in shade, covering with watered-down burlap, coir fiber matting or straw, placing in moist soil, or spraying with anti-transpirant chemicals.) Regardless of the storage method utilized, live stakes shall receive continuous shade, shall be sheltered from the wind, and shall be continuously protected from drying-out. If storage is required, live branch cuttings shall be sorted for a period no longer than three (3) days. The Designer must approved any storage of live branch cuttings.

Stake Preparation – Side branches and brushy limbs shall be cleanly removed and the bark of the stake must remain intact. Buds on the stakes shall be oriented towards the top of the stake. Live stakes shall be cut to size as specified above. All cuts shall be smooth and the cut surface shall be kept as small as possible. The cut on the bottom end of the stake shall be angled to 30 to 45 degrees for easy insertion into the soil. The cut on the top end of the stake shall be at a 90-degree angle to the stake to ensure a flat surface for hammering into the slope. The use of large pruning shears may be required with larger branches.

Stake Installation- Prior to installation, the Contractor is required to obtain the Designer's approval of all plant materials intended for use. Live stakes shall be spaced approximately two (2) feet on center and should be installed in accordance with the details provided in the plans. Live stakes shall be reduced on inner bar locations (inside meander bends) as directed by the Designer. Buds of the stakes shall be oriented upwards during staking. Live stakes shall be tamped perpendicularly into the ground, as shown on the details on the plans, using a dead blow hammer. A minimum of 2/3 of the length of the live stake shall be installed into the ground. The area around each live stake shall be compacted by foot after the live stake has been installed. Stakes that split during installation shall be promptly removed and replaced. Following installation, the top 1" – 2" of each live stake shall be cut cleanly off (with loppers) at an angle of approximately 15 degrees.

Method of Measurement:

The quantity of live staking to be paid for will be the actual number live stakes, which are installed and accepted.

Basis of Payment:

The quantity of live staking, measured as provided above, will be paid for at the contract unit price per stake for "Live Staking." The above prices and payments will be considered full compensation for all work covered by this Section, including but not limited to furnishing, and installing all live stakes.

Payment will be made under:

Bid Item #29 Riparian Planting (Live stakes) Each (EA)

6.2 Riparian Plantings (Bare Root)

Description:

The work covered by this section consists of furnishing, installing, and maintaining vegetation at locations described on the plans or in locations as directed by the Planting Plan Designer in accordance with these specifications. The work of planting includes planting bed preparation, initial planting, plant establishment, and replacement planting.

Materials:

Tree and shrub plantings will consist of the species, in the quantities and sizes, as stipulated on the planting plan sheets. All plant material shall meet appropriate physiographic ecoregion and plant hardiness zone requirements, and be from a source approved by the Designer.

Mulch for planting shall consist of shredded hardwood bark, or a substitute approved by the Site Designer.

Construction Methods:

Trees and shrubs shall be planted in the riparian buffer zone depicted on the plan sheets and in accordance with the details in the plans, as directed by the Designer.

Installation:

No planting shall be done when the temperature is below 32°F, when soil to be excavated for the plant hole is frozen, when the sides or bottom the plant hole are froze, or when the soil to be used for backfilling is frozen or too wet. In digging, loading, transporting, unloading, planting, or otherwise handling plants, the Contractor shall exercise utmost care and use adequate precautions to prevent injury to or drying out of the trunk, branches, or roots as well as prevent freezing of the plant roots. Container vegetation must always be handled by the container and never by the top of the plants.

Installation of vegetation shall be located in designated areas as described in the plans and as directed by the Planting Plan Designer. Soil in the area of planting shall be loosened to a depth no less than the depth of the root. Vegetation will be planted in holes made by a shovel or other means that meet the approval of the Planting Plan Designer. The planting trench or hole shall be deep and wide enough to permit roots to spread out and down without J-rooting. After planting, the soil shall be tamped firmly to eliminate air pockets. A 3- to 4- inch layer of organic mulch must then be placed on the soil surface around the plant.

Method of Measurement:

The Planting Plan Designer will determine the number of vegetation correctly planted. The quantity of trees to be paid for will be measured as the actual number of trees, counted individually, which are

installed and accepted. The quantity of composted hardwood mulch shall not be measures under this item and should be considered incidental to the “Riparian Plantings.”

Basis of Payment:

The quantity of trees, as measured above, will be paid for at the contract unit price per each of “Riparian Plantings” installed and accepted.

Payment will be made under:

Bid Item #30 Riparian Plantings (Bare Root) Each (EA)

6.3 Invasive Species Control

Scope/Description:

Invasive species may be encountered during the construction process. Invasive species management and removal will focus on Multiflora rose (*Rosa multiflora*) and other isolated invasive species within the project area. Invasive species eradication and management shall occur in conjunction with site preparation “Clearing/Grubbing and Grading.” Following site grading, invasive species will be flagged and the Planting Plan Designer will determine the best possible solution for management and removal. Proposed management procedures are based upon recommendations taken from the Southeast Exotic Pest Plant Council Invasive Plant Manual.

Materials:

Rodeo®, Accord®, AquaMaster®, or equal herbicide (glyphosate – aquatic label) designated as suitable for extermination of trees and shrubs in riparian and wetland areas is allowable. Personnel performing herbicide application will have a commercial license, as required by the North Carolina Pesticide Board, and all work will comply with the North Carolina Pesticide Law of 1971 and other applicable federal laws. The appropriate certification or registration information will be provided to the Owner in the bid package at the bid opening. Bid proposals will be reviewed for the required credentials.

Methods:

Environmental conditions including weather, wind, temperature, and period of the growing season will be evaluated and will comply with the manufacturer’s requirements prior to initiation of herbicide application. The sequence of removal procedures will be coordinated with planned seeding and planting tasks. The proposed method of removal is herbicidal spray using the designated herbicidal solution by thoroughly wetting all leaves. To reduce spray drift to non-target species, use a low pressure and coarse spray pattern. Once seed dispersal is not a concern, the species can be cut/grubbed for removal. Any cut materials will be disposed of or burned, as directed by the Designer. The Contractor is responsible for all applicable burning permits and approval by the Owner if burning on-site. This will be accomplished in conjunction with “Clearing/Grubbing and Grading” of the site.

Basis of Payment:

Areas to be treated with herbicide will be delineated by the Designer according to presence and density of invasive species. All work covered by this provision will be paid for at the contract unit price per lump sum for “Clearing/Grubbing and Grading.” The above prices and payments will be considered full compensation for all work covered by this section, including, but not limited to, furnishing, preparation, and application all of materials necessary to perform invasive species control. Mechanical removal of invasive materials will be incidental to “Clearing/Grubbing and Grading.” Where significant mechanical means will be used to remove invasive species, treatment will not be required.

Payment will be made under:

Bid Item #5 Clearing/Grubbing and Grading Lump Sum (LS)

6.4 Permanent Seeding

Scope/Description

The work covered under this section shall consist of furnishing, applying and maintaining all materials necessary to conduct seeding and mulching activities called for in the plans.

Materials:

The Contractor shall utilize the following seed mix and fertilizer specification in all areas inside the riparian buffer zones, including the stream banks:

Fertilizer and Limestone shall be applied at the rate of 500lbs./acre and 4000lbs/acre, respectively and applied only once for all seeding coverage. Fertilizer shall be 10-20-20 analysis. Upon written approval of the Designer, 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.

Construction Methods:

Seed is to be sown with a spreader. Seed is to be evenly distributed and should not be broadcast or dropped when wind velocity exceeds 5 mph. Seeded areas on the stream banks shall be protected with coir fiber matting in addition to straw mulch as detailed in the plans and these provisions. Other seeded areas are to be protected by spreading straw mulch uniformly to form a continuous blanket over seeded areas. Contractor may propose alternate methods of seed, fertilizer and liming (hydro-seeding) upon submission to the Designer of calculations showing the equivalency of the proposed method.

Method of Measurement:

The quantity of seeding and mulching measured will be paid for according to the actual number of acres measured along the surface of the ground upon which seeding and mulching is installed and accepted.

Basis of Payment:

All work covered by this provision will be paid for at the contract unit price per acre for "Permanent Seeding." Such price and payment will be full compensation for all work covered by this provision, including but not limited to, furnishing and placing all materials and watering associated with seeding.

Payment will be made under:

Bid Item #31 Permanent Seeding Acre (AC)

PERMITS

1. 401 Permit
2. 404 Permit
3. DLQ/NPDES Permit
4. Bid Bond
5. Payment Bond
6. Performance Bond
7. Notice of Award
8. Notice to Proceed
9. Request For Authorization to Change
10. Change Order Form
11. Special Conditions

APPENDICES

ATTACHMENT A: Vendor Pricing form and Offer Certification.

ATTACHMENT B: Coronavirus State and Local Fiscal Recovery Funds Addendum.

ATTACHMENT C: Certification regarding Lobbying.

ATTACHMENT D: References Disclosure Form. Complete form with similar type projects.

ATTACHMENT E: Conflict of Interest disclosure Form.

ATTACHMENT F: Affidavit of Compliance with North Carolina E-verify.

ATTACHMENT G: Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

ATTACHMENT H: Town of Wilkesboro Terms and Conditions

ATTACHMENT I: North Carolina Terms and Conditions

401 PERMIT

JOSH STEIN
Governor

D. REID WILSON
Secretary

RICHARD E. ROGERS, JR.
Director



October 9, 2025

DWR #20070534 Ver 3
Wilkes County

Town of Wilkesboro
Attn: Ken Noland
203 W. Main Street
Wilkesboro, NC 28697

Delivered via email to: townmanager@wilkesboronc.org

Subject: Approval of Individual 401 Water Quality Certification
Cub Creek Stream Restoration and Greenway Trail Phase 3
USACE Action ID. No. SAW-2025-01634

Location: 36.150929, -81.136753
Oakwoods Road and E. Main Street, Wilkesboro, NC

Dear Mr. Noland:

Attached hereto is a copy of Certification No. WQC008358 issued to you (Ken Noland) and Town of Wilkesboro, dated October 9, 2025. This approval is for the purpose and design described in your application.

This Water Quality 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, and Trout Buffer regulations.

Upon the presentation of proper credentials, the N.C. Division of Water Resources (DWR) may inspect the property.

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.

Non-compliance with or violation of the conditions herein set forth may result in revocation of this Water Quality Certification for the project and may also result in criminal and/or civil penalties.



North Carolina Department of Environmental Quality | Division of Water Resources
Winston-Salem Regional Office | 450 W. Hanes Mill Rd, Suite 300 | Winston-Salem, North Carolina 27105
336.776.9800

This approval and its conditions are final and binding unless contested [G.S. 143-215.5].

This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) **within sixty (60) calendar days**. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

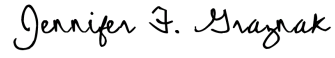
A party filing a Petition must serve a copy of the Petition on:

Dan Hirschman, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

If the party filing the Petition is not the Permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S. 150B-23(a).

This letter completes DWR's review under Section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Seren Homer at 336-776-9698 or seren.homer@deq.nc.gov if you have any questions or concerns.

Sincerely,

DocuSigned by:

0D2D3CE3F1B7456...

Jennifer F. Graznak
Assistant Regional Supervisor
Water Quality Regional Operations Section
Division of Water Resources, NCDEQ – WSRO

Electronic cc: Susan Cragg, Blue Ridge Environmental Consulting (BREC)
Mitchell Anderson, USACE Asheville Regulatory Field Office
Andrea Leslie, NC Wildlife Resources Commission
DWR 401 & Buffer Permitting Branch Electronic File



NORTH CAROLINA 401 WATER QUALITY CERTIFICATION

CERTIFICATION #WQC008358 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to North Carolina's Regulations in 15 NCAC 02H .0500 and 15A NCAC 02B .0200, within the Reasonable Period of Time pursuant to 40 CFR Part 121.6, to Ken Noland and Town of Wilkesboro, who have authorization for the impacts listed below, as described within your application received by the N.C. Division of Water Resources (DWR or Division) on August 21, 2025 with fee received on September 3, 2025, and by Public Notice issued by DWR on August 27, 2025.

The State of North Carolina certifies that this activity will comply with water quality requirements and the applicable portions of Sections 301, 302, 303, 306, 307 of the Public Laws 92-500 and PL 95-217 if conducted in accordance with the application, the supporting documentation, and conditions hereinafter set forth.

The following impacts are hereby approved. No other impacts are approved, including incidental impacts [15A NCAC 02H .0506(b)].

Site / Feature ID	Type of Impact	Amount Approved Permanent	Amount Approved Temporary	Mitigation Amount Required
Perennial Streams				
S1 / Cub Creek	Stream Restoration	4,137 linear feet	0 linear feet	0 credits
	Totals:	4,137 linear feet	0 linear feet	0 credits

This approval requires you to follow the conditions listed in the certification below.

CONDITIONS OF CERTIFICATION [15A NCAC 02H .0507(c)]:

- Visual monitoring of the stabilization project shall be conducted at a minimum of quarterly for the first year or two bankfull events (whichever is longer), and then annually until the site is stable (particularly after storm events) and vegetation is successful. Any failures of structures, stream banks, or vegetation may require future repairs or replacement, which requires coordination with the DWR Winston-Salem Regional Office to ensure the stability and water quality of the stream and downstream waters.

Citation: 15A NCAC 02H .0506(b)(1) and (2)

- The Permittee shall provide on-site supervision of stability work including but not limited to bank re-sloping, in-stream structure placement, and riparian zone re-establishment, by an appropriately trained individual.

Citation: 15A NCAC 02H .0506(b)(1) and (2)

- All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC Department of Transportation Construction and Maintenance Activities Manual, such as sandbags, rock berms,



cofferdams, and other diversion structures shall be used to minimize excavation in flowing water.

This authorization exempts the Permittee from meeting this condition for the placement of in-stream structure material into Cub Creek. The Permittee shall take all reasonable measures to construct in-stream structures while keeping heavy equipment out of the stream channel. Only equipment that is being used to install structures may enter the stream channel. This exemption does not authorize the use of equipment within the stream channel for any other purpose such as a haul road, access, streambank reshaping, etc. Equipment shall access the stream at the closest point possible to reduce impacts to the stream bed. The majority of stream flow shall be diverted around work areas along the stream banks such as toe protection and bank sloping. All reasonable steps must be taken to limit the amount of disturbance in the channel and to therefore reduce downstream turbidity during construction. This exemption does not relieve the Permittee of meeting stream standards as indicated in 15A NCAC 02B.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200

4. In-channel work should be accomplished as quickly as possible to minimize disturbance. Disturbed areas shall be stabilized (i.e., seeded, mulched, and/or matted) at the end of each working day to ensure downstream water quality standards are maintained throughout construction. Replanting should be conducted using temporary seed mix followed by native perennial plants.

Citation: 15A NCAC 02H .0506(b)(1) and (2)

5. 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)

6. In-stream structures installed to mimic natural channel geomorphology such as cross-vanes, sills, step-pool structures, etc. shall be designed and installed in such a manner that allow for continued aquatic life movement.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

7. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within a designated trout watershed of North Carolina (as identified by the Wilmington District of the US Army Corps of Engineers) or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.



Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 04B .0125

8. The plans and specifications for this project are incorporated by reference as part of this Water Quality Certification. If you change your project, you must notify DWR, and you may be required to submit a new application package with the appropriate fee.

If the property is sold, the Permittee shall provide the new owner with a copy of this Water Quality Certification and all plans and specifications incorporated by reference. The Permittee may transfer this Water Quality Certification to the new owner by submitting a letter to DWR with the following statement: *"At the time the property is transferred, the terms and conditions of this 401 Individual Water Quality 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)

9. If the Permittee becomes aware of any inability to comply with any of the conditions of this Water Quality Certification, they must notify the DWR Winston-Salem 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. The Permittee may be required to submit a new application package with appropriate fee to initiate modification of this authorization, and/or to conduct corrective actions as determined by DWR.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

10. The Permittee shall report to the DWR Winston-Salem 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)

11. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the approved impacts (including temporary impacts).

Citation: 15A NCAC 02H .0506; 15A NCAC 02H .0507(c)

12. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and 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 Sediment and Erosion Control Manual*, or for linear transportation projects, the *North Carolina Department of Transportation Sediment and Erosion Control Manual*.



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); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

13. Sediment and erosion control measures shall not be installed in wetland or waters except within the footprint of temporary or permanent impacts otherwise authorized by this Certification. If placed within authorized impact areas, then placement of such measures shall not be conducted in a manner that results in dis-equilibrium of any wetlands, streambeds, or streambanks. Any silt fence installed within wetlands shall be removed from wetlands and the natural grade restored within two (2) months of the date that the NC Division of Energy, Mineral, and Land Resources (DEMLR) or locally delegated 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

14. 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 & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping, and reporting requirements is required.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

15. 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 .0200; 15A NCAC 02B .0231

16. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state.



Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

17. All proposed and approved temporary fill and 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.

Citation: 15A NCAC 02H.0506(b); 15A NCAC 02H .0507(c)

18. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams or wetlands shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion 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* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

19. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original streambed elevation and streambank contours are restored and maintained and shall consist of clean rock or masonry material free of debris or toxic pollutants. Placement of rip-rap or other approved 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)

20. Any rip-rap 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 shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0201

21. 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; 15A NCAC 02B .0231

22. In accordance with 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)

23. 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)

24. The Permittee shall require its contractors and/or agents to comply with the terms and conditions of this certification 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 Water Quality Certification. A copy of this Water Quality Certification shall be available at the project site during the construction and maintenance of this project.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

25. This Water Quality Certification neither grants nor affirms any property right, license, or privilege in any lands or waters, or any right of use in any waters. This Water Quality 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 Water Quality 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 Water Quality Certification to possess any prescriptive or other right of priority with respect to any other consumptive user.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

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.

This, the 9th day of October 2025

DocuSigned by:

Jennifer F. Graznak

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Jennifer F. Graznak

Assistant Regional Supervisor

Water Quality Regional Operations Section

Division of Water Resources, NCDEQ – WSRO



404 PERMIT



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT
ASHEVILLE REGULATORY FIELD OFFICE
151 PATTON AVENUE SUITE 208
ASHEVILLE NC 28801

November 6, 2025

Regulatory Division
SAW-2025-01634

Sent Via email: townmanager@wilkesboronc.org

Ken Noland
Town of Wilkesboro
203 W. Main Street
Wilkesboro, NC 28697

Dear Mr. Noland:

This letter is in response to the Pre-Construction Notification (PCN) you submitted to the Wilmington District, Asheville Regulatory Field Office on August 21, 2025, for a Department of the Army Nationwide permit (NWP) verification. This project has been assigned the file number SAW-2025-01634 and is known as Cub Creek Stream Restoration and Greenway Trail Phase 3. 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 discharge fill material along 4,137 linear feet of stream to facilitate stream restoration activities. The project/review area is located in Cub Creek; at 1043W. King St , at Latitude 36.220580 and Longitude -81.690530; in Wilkesboro, Wilkes County, North Carolina.

We have determined that the proposed work is authorized by Nationwide Permit 27 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 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 14, 2026, 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.

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 Mitchell Anderson, Regulatory Specialist of the Asheville Regulatory Field Office at (828)271-7980 x4231, by mail at the above address, or by email at mitchell.l.anderson@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,

A handwritten signature in black ink, appearing to read "Mitchell Anderson", written over a horizontal line.

Mitchell Anderson
Regulatory Specialist

Enclosures

Cc (w/enclosures)

Susan Cragg, BREC (via scragg@brec.biz)

DLQ/NPDES PERMIT



BID BOND

Know all men by these presents, that we, the undersigned, _____, as Principal, and _____, as Surety, are held and firmly bound unto **Town of Wilkesboro, North Carolina** in the penal sum of five percent (5%) of the total amount of the bid proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal shall be awarded the contract for **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC** and shall enter into a contract in writing, and give the required Payment Bond and Performance Bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this ____ day of _____, 20____.

Principal: _____

By: _____

Surety: _____

By: _____



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto **Town of Wilkesboro, North Carolina**, as Obligee, in the sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with the Obligee dated _____, **20**____, for the **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons furnishing labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this ____ day of _____, **20**_____.

Principal: _____

By: _____

Surety: _____

By: _____



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto **Town of Wilkesboro, North Carolina**, as Obligee, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with the Obligee dated _____, **20**____, for the **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform the contract and fully indemnify the Obligee from all cost and damages it may suffer by reason of Principal's default, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this ____ day of _____, **20**_____.

Principal: _____

By: _____

Surety: _____

By: _____



NOTICE OF AWARD

To: _____
Contractor

Project: **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC**

The Owner has considered the Bid submitted by you for the above-described work. You are hereby notified that your Bid has been accepted for the total contract price of \$_____.

You are required to execute the Agreement and furnish the required Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice. If you fail to execute said Agreement and to furnish said Bonds within the time specified, the Owner will be entitled to consider all rights arising out of the Owner's acceptance of your Bid as abandoned and the Bid Security as forfeited.

Dated this ____ day of _____, 20____.

Wilkes County, North Carolina

By: _____ (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

Contractor: _____

By: _____

Date: _____



NOTICE TO PROCEED

To: _____
Contractor

Project: **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC**

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____. You are to start work within ten (10) calendar days after receipt of this Notice to Proceed, and you are to complete the work within one hundred eighty (180) calendar days thereafter.

Dated this ____ day of _____, 20____.

Wilkes County, North Carolina

By: _____ (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

Contractor: _____

By: _____

Date: _____

REQUEST FOR AUTHORIZATION TO CHANGE

DATE:	STATE CODE:
REQUEST NO:	PROJECT NAME:
OWNER:	CONTRACTOR:
DESIGNER:	CONTRACT FOR:

DESCRIPTION OF CHANGE:

REASON FOR CHANGE:

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST:
(ATTACH CONTACTOR'S DETAILED COST BREAKDOWN OF LABOR AND MATERIALS)

DESINGER SUMMARY:

1. SCHEDULE ITEMS AFFECTED BY THIS CHANGE:

2. CAN CONTRACTOR MITIGATE THE CHANGE WITHOUT REQUIRING A CONTRACT TIME EXTENSION?

3. WILL THE CHANGE REQUIRE A CONTRACT TIME EXTENSION FOR OTHER CONTRACTORS? WHICH?

4. ARE ADDITIONAL COSTS INDICTED BY REASON OF THE TIME EXTENSION? IF SO THEY MUST BE INCLUDED IN 5 & 6 BELOW.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. ESTIMATED COST OF CHANGE:	_____	_____
6. ESTIMATED TIME EXTENSION FIELD COST (IF ANY):	_____	_____

DESIGNER RECOMMENDATION AND CERTIFICATION:

I CERTIFY THAT I HAVE REVIEWD ALL ASPECTS OF THIS CHANGE ORDER AND HAVE DETERMINED THAT IT IS IN THE BEST INTEREST OF THE OWNER OT HAVE THE WORK ACCOMPLISHED. I HAVE ALSO DETERMINED THAT THE COST AND TIME ALLOTMENT ARE FAIR AND EQUITABLE, AND I RECOMMEND ACCEPTANCE BY THE OWNER.

APPROVED BY: _____ DATE: _____

TITLE: _____

CHANGE ORDER FORM

CHANGE ORDER NO. _____

INSTITUTION:	PROJECT:
CODE:	ID#:
ITEM:	CAUSE:
CONTRACT FOR:	CONTRACTOR:

Under the terms of the Contract and without invalidating the original provision thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

The time of completion including previous orders is ____ calendar days and shall be (increased) (decreased) (unchanged) by ____ calendar days by this change order for a revised contract date of completion of _____. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

TOTALS

1. Original Contract Amount	
2. Amount of Previous Orders	
3. Amount of This Order	
4. Total additions lines 2 & 3	
(Line 4 shall show the net amount to be added or (deducted) from the contract amount.)	
5. Revised Contract Total Amount	
6. The Owner certifies that the contingency fund balance after this change is	

I certify that my Bonding Company will be notified forthwith that my contract has been (increased) (decreased) by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

_____ By _____
 (Contractor) (Date)

_____ By _____
 (Designer) (Date)

_____ By _____
 (Owner) (Date)

_____ By _____
 (Other Approving Agency, if needed) (Date)

DISTRIBUTION: 1 Original to Contractor, 1 Original to Designer, 1 Original to Owner, 1 Original to Board or Commission (if any), 1 Original to Surety



SPECIAL CONDITIONS

The following Special Conditions are supplementary to the General Conditions and shall apply to the **Cub Creek Phase 3 Stream Restoration – Wilkesboro, NC** project:

1. Work shall be coordinated with the Town of Wilkesboro and Wilkes County Soil to minimize disruption of existing public use.
2. Contractor shall provide weekly progress reports and updates to BREC, P.A. and the Owner.
3. Working hours shall be limited to 7:00 AM – 6:00 PM, Monday through Saturday, unless otherwise approved.
4. Any deviation from approved plans must receive written approval from the Engineer before execution.
5. Contractor shall take special care to protect existing vegetation outside of construction limits.
6. Contractor shall provide temporary traffic and pedestrian control measures as required to maintain safety.
7. Any utility interruptions shall be coordinated at least 48 hours in advance with the Owner and utility provider.

ATTACHMENT A: VENDOR PRICING AND OFFER CERTIFICATION

DIRECT COST				
SITE PREPARATION				
SP.1	Construction Survey	1	Each	
SP.2	As-Built Survey	1	Each	
SP.3	Mobilization	1	Each	
SP.4	Stabilized Construction	637	Square Foot	
SP.5	Kiosk Sign	1	Each	
TOTAL				
EARTHWORK				
EW.1	Clearing/Grubbing and Grading	548,785	Square Foot	
EW.2	Stream Excavation	3,842	Linear Foot	
EW.3	Stone Class 1 (Misc.)	2,500	Square Foot	
EW.4	ABC Stone	22,975	Square Foot	
EW.5	Rock Dust	18,400	Square Foot	
EW.6	8oz Non-woven Geotextile	4,575	Square Foot	
TOTAL				
PIPE AND STRUCTURE				
PS.1	Existing Pipe Removal	1	Each	
PS.2	Associated Structures/Headwalls	1	Each	
PS.3	Disposal & Hauling	1	Each	
PS.4	Site Restoration	1	Each	
PS.5	Furnish & Install Replacement Pipe	1	Each	
TOTAL				
IN-STREAM STRUCTURES				
SS.1	Boulder J-Hook Structure	24	Each	
TOTAL				
EROSION CONTROL				
EC.1	Coir Matting	78,000	Square Foot	
EC.2	Temporary Silt Fence and Rock Silt Screen	8,015	Linear Foot	
EC.3	Silt Fence Rock Outlet	61	Each	
EC.4	Temporary Seeding	133,675	Square Foot	
TOTAL				
PLANTING				
PT.1	Livestakes	364	Each	
PT.2	Plugs	3,000	Each	
PT.3	Potted Plants	975	Each	
PT.4	Bareroots	2,683	Each	
TOTAL				

THIS BID IS FEDERALLY FUNDED.

INDIRECT COST					
OVERHEAD					
	Insurance				
	Fringe Benefits				
	G & A				
	Supervision				
	Facilities				
	Delivery				
	Bonds				
TOTAL					
OTHER DIRECT COST					
	Travel				
TOTAL					
PROFITS					
	Profit				
OPTIONAL FEE (Do not include optional fee in Total Contract Bid Amount):					
1	Unloading of Pipe and Related Material at Delivery Location	1	Each	\$	Upon delivery

TOTAL CONTRACT BID AMOUNT: \$_____

THIS BID IS FEDERALLY FUNDED.

ACKNOWLEDGEMENT: Addendum, if issued, received and used in computing bid:

Addendum No. 1 _____ Addendum No. 3 _____
Addendum No. 2 _____ Addendum No. 4 _____

AUTHORIZED RESELLER

The vendor shall be authorized by the manufacturer to distribute and resell the products offered in this ITB. Please complete the following:

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No

OFFER CERTIFICATION

In compliance with this Invitation for Bid (ITB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item and contained in this Pricing Sheet.

By executing this bid, the undersigned vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion ([G.S. 143-54](#)),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of [Chapter 78A of the General Statutes](#), the [Securities Act of 1933](#), or the [Securities Exchange Act of 1934](#) ([G.S. 143-59.2](#)), and
- it is not an ineligible vendor as set forth in [G.S. 143-59.1](#).
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

By executing this bid, vendor certifies that it has read and agreed to the instruction to bidders and the terms and conditions included in the ITB. Failure to execute/sign bid prior to submittal shall render bid invalid and bid WILL BE REJECTED.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

BID ACCEPTANCE:

If your bid is accepted, all provisions of this ITB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract").

***** **END OF BID FORM** *****

**ATTACHMENT B: U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: *[Recipient to provide]*

DUNS Number: *[Recipient to provide]*

Taxpayer Identification Number: *[Recipient to provide]*

Assistance Listing Number:

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, [Pub. L. No. 117-2](#) (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury to the terms attached hereto.

RECIPIENT: _____

Authorized Representative: _____

Title: _____

Date signed: _____

U.S. DEPARTMENT OF THE TREASURY: _____

Authorized Representative: _____

Title: _____

Date signed: _____

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

THIS BID IS FEDERALLY FUNDED.

Notice: The contract or purchase order to which this addendum is attached is made using Federal assistance provided to Town of Wilkesboro by the US Department of Treasury under the American Rescue Plan Act ("ARPA Funds"), [Sections 602\(b\) and 603\(b\) of the Social Security Act, Pub. L. No. 117-2 \(March 11, 2021\)](#). In using such funds, Town of Wilkesboro must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the [SLFRF Award Terms and Conditions, the 05/17/2021 Interim Final Rule \(86 Fed. Reg. 26,786\)](#), the [01/27/2022 Final Rule \(87 Fed. Reg. 4,338\)](#), the [09/20/2023 Interim Final Rule \(88 Fed. Reg. 64,986\)](#), the [11/20/2023 Obligation Final Rule \(88 Fed. Reg. 80,584\)](#), the [Award Terms and Conditions applicable to the ARPA Funds](#), and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the "Regulatory Requirements").

Additionally, pursuant to the Regulatory Requirements, the Town must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#) other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to [2 C.F.R. §200.327](#) the Town must include within any contract applicable provisions described in [Appendix II to 2 C.F.R. Part 200](#), each of which is contained in this Addendum.

The following terms and conditions apply to you, the Contractor or vendor, as a Contractor of Town of Wilkesboro, according to the Town's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the US Department of Treasury.

1. USE OF FUNDS.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section [603\(c\) of the Social Security Act](#) (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE. The period of performance for this award begins on the date hereof and **ends on December 31, 2026**. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. REPORTING. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. PRE-AWARD COSTS. Pre-award costs, as defined in [2 C.F.R. § 200.458](#), may not be paid with funding from this award.

5. ACCESS TO RECORDS AND MAINTENANCE OF RECORDS.

1. **Contractor agrees to provide** the Town of Wilkesboro, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, to evidence compliance with section [603\(c\) of the Act](#), access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. **Contractor agrees to retain all records covered by this Section through December 31, 2031**, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

6. ADMINISTRATIVE COSTS. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. CLEAN WATER ACT AND FEDERAL WATER POLLUTION CONTROL ACT (CLEAN WATER ACT). All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act ([42 U.S.C. 7401–7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—when contract amounts exceed \$150,000 and agree 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](#)).

8. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

- a. Recipient agrees to comply with the requirements of section [603\(c\) of the Act](#), regulations adopted by Treasury pursuant to section 603(f) of the Act ([codified at 42 U.S.C. § 603\(a\)\(5\)\(F\)](#)), and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable Federal statutes, regulations, and executive

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orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#), other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**, [2 C.F.R. Part 25](#), pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
 - iii. **REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION**, [2 C.F.R. Part 170](#), pursuant to which the award term set forth in [Appendix A to 2 C.F.R. Part 170](#) is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide **DEBARMENT AND SUSPENSION** (Nonprocurement), [2 C.F.R. Part 180](#), including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in [2 C.F.R. Part 180, subpart B](#)) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. **RECIPIENT INTEGRITY AND PERFORMANCE MATTERS**, pursuant to which the award term set forth in [2 C.F.R. Part 200, Appendix XII to Part 200](#) is hereby incorporated by reference.
 - vi. Governmentwide Requirements for **DRUG-FREE WORKPLACE**. ([2 C.F.R. part 182](#)) All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 ([41 U.S.C. § 701 et seq.](#)), which requires agreement to maintain a drug-free workplace.
 - vii. **RESTRICTIONS ON LOBBYING**, [43 CFR part 18](#), New Restrictions on Lobbying. Submission of an application also represents the applicant's certification of the statements in [43 CFR part 18, appendix A](#), Certification Regarding Lobbying.
 - xvi. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970** ([42 U.S.C. §§ 4601-4655](#)) and implementing regulations.
 - xvii. Generally applicable federal environmental laws and regulations.
- c. Contractor shall comply with all applicable Federal civil rights laws, statutes, and regulations **prohibiting discrimination** applicable to this award include, without limitation, the following:
- i. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with [Title VI of the Civil Rights Act of 1964](#), which prohibits recipients of Federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin ([42 U.S.C. §§ 2000d et seq.](#)), as implemented by the Department of the Treasury's Title VI regulations, [31 C.F.R. Part 22](#), which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "**Limited English Proficiency**" in any program or activity receiving Federal financial assistance, [42 U.S.C. §§ 2000d et seq.](#), as implemented by Treasury's Title VI regulations, [31 C.F.R. Part 22](#), and herein incorporated by reference and made a part of this contract.
 - ii. **THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968** ([42 U.S.C. §§ 3601 et seq.](#)), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. **SECTION 504 OF THE REHABILITATION ACT OF 1973**, as amended ([29 U.S.C. § 794](#)), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. **THE AGE DISCRIMINATION ACT OF 1975**, as amended ([42 U.S.C. §§ 6101 et seq.](#)), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. **TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**, as amended ([42 U.S.C. §§ 12101 et seq.](#)), which prohibits discrimination on the basis of disability under programs, activities, and services

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provided or made available by state and local governments or instrumentalities or agencies thereto. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

- 9. BUILD AMERICA BUY AMERICA ACT (BABA).** Enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. ([2 C.F.R. Part 184](#)).

10. BYRD ANTI-LOBBYING AMENDMENT.

- a. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, [31 U.S.C. §1352](#) (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply for or bid for an award of **\$100,000 or more** shall file the required certification.
- b. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by [31 U.S.C. §1352](#). Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which Town has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- c. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- d. ***Purchases over \$100,000 - Contractors must sign the certification included as ATTACHMENT C and shall cause any Subcontractors with a subcontract (at any tier) exceeding \$100,000 to file with the tier above it the same certification.**

11. CONFLICTS OF INTEREST; GIFTS AND FAVORS.

- a. Contractor understands that **(1)** Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and **(2)** the expenditure of Fiscal Recovery Funds is governed by the **Conflict of Interest Policy of the Unit**, the Regulatory Requirements (including, without limitation, [2 C.F.R. § 200.318\(c\)\(1\)](#)), and North Carolina law (including, without limitation, [N.C. § 14-234\(a\)\(1\)](#) and [N.C. § 234.3\(a\)](#)).
 - Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry,
 - no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a "Covered Individual");
 - no member of a Covered Individual's immediate family;
 - no partner of a Covered Individual; and
 - no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from Contractor.
- b. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, **Contractor shall promptly disclose the same to Unit in writing.**
- c. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, **Contractor shall promptly disclose the same to Unit in writing.**
- d. Recipient understands and agrees it must maintain a conflict of interest policy consistent with [2 C.F.R. § 200.318\(c\)](#) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with [2 C.F.R. § 200.112](#).
- e. Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any

Attachment B

THIS BID IS FEDERALLY FUNDED.

functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement.

- f. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

9. CONFLICTS AND INTERPRETATION. To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

10. DEBARMENT AND SUSPENSION.

- a. This contract is a covered transaction for purposes of [2 CFR §180.210](#) and [31 CFR §19.210](#). Therefore, this Contract is a lower-tier covered transaction for purposes of [2 C.F.R. Part 180](#) and [31 C.F.R. Part 19](#) if
 1. The amount of this Contract is greater than or equal to \$25,000 ([2 C.F.R. § 180.220\(b\)\(1\)](#); [31 C.F.R. § 19.220\(b\)\(1\)](#));
 2. The Contract requires the consent of an official of the Department of the Treasury ([2 C.F.R. § 180.220\(b\)\(2\)](#); [31 C.F.R. § 19.220\(b\)\(2\)](#)); or
 3. This Contract is for Federally required audit services ([2 C.F.R. § 180.220\(b\)\(3\)](#); [31 C.F.R. § 19.220\(b\)\(3\)](#)).
- b. As such, the Contractor is required to verify that Contractor's principals (defined at [2 CFR § 180.995](#)) or its affiliates (defined at [2 CFR § 180.905](#)) of both Contractor and Contractor's principals are not excluded (defined at [2 CFR § 180.935](#)) and are not disqualified (defined at [2 CFR § 180.935](#)). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to [31 C.F.R. §19.120\(a\)](#)
 - (a) this contract shall be void;
 - (b) Town of Wilkesboro shall not make any payments of Federal financial assistance to Contractor; and
 - (c) Town of Wilkesboro shall have no obligations to Contractor under this contract.
- c. The Contractor must comply with [2 CFR pt. 180, subpart C](#) and [31 CFR pt. 19](#), and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the Town and all liability arising from an erroneous representation shall be borne solely by the Contractor.
- d. If it is later determined that the Contractor did not comply with [2 CFR pt. 180, subpart C](#) and [31 CFR pt. 19](#), in addition to remedies available to Town of Wilkesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

25. DEBTS OWED THE FEDERAL GOVERNMENT.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the [Act](#) and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

26. DOMESTIC PREFERENCE FOR PROCUREMENTS. As appropriate, and to the extent consistent with law, provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. Provider shall further cause any Subcontractor to include the requirements of this section in any Subcontracts.

For purposes of this clause:

- **Produced in the United States** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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- 27. EDUCATION AMENDMENTS OF 1972 (EQUAL OPPORTUNITY IN EDUCATION ACT) – TITLE IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- 28. ENERGY POLICY AND CONSERVATION ACT.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- 29. ENVIRONMENTAL REVIEWS/ASSESSMENTS.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
- 30. EQUAL EMPLOYMENT OPPORTUNITY.**
- A.** If this contract is a Federally Assisted Construction Contract (as defined in [41 C.F.R. §60-1.3](#)) exceeding \$10,000, during the performance of this contract, Contractor agrees as follows:
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- a. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - b. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
 - c. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Contractor will comply with all provisions of [Executive Order 11246 of September 24, 1965](#), and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by [Executive Order 11246 of September 24, 1965](#), and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in

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part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in [Executive Order 11246 of September 24, 1965](#). Such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246 of September 24, 1965](#), or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. Further it agrees that it will be bound by the above equal opportunity clause [Executive Order 11246 of September 24, 1965](#); [41 CFR 60-741.5](#) with respect to its own employment practices when it participates in Federally assisted construction work. Provided that the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of Town of Wilkesboro which does not participate in work on or under this Contract.
- h. Town of Wilkesboro agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause [Executive Order 11246 of September 24, 1965](#); [41 CFR 60-741.5](#) and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
- i. Town of Wilkesboro further agrees that it will **refrain** from entering into any contract or contract modification subject to [Executive Order 11246 of September 24, 1965](#); [41 CFR 60-741.5](#), with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon *Contractor and any Subcontractors* by the Administering Agency or the Secretary of Labor pursuant to [Part II, Subpart D](#) of the Executive Order. In addition, Town of Wilkesboro agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 31. FALSE CLAIMS ACT.** The Contractor acknowledges that the Administrative Remedies for False Claims and Statements ([31 U.S.C. Chap. 38](#)) applies to the Contractor's actions pertaining to this contract.
- 32. FALSE STATEMENTS.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 33. FLY AMERICA ACT OF 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- 34. HATCH ACT.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act ([5 U.S.C. §§ 1501-1508](#) and [7324-7328](#)), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 35. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, [15 U.S.C. § 2225a](#), all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, [15 U.S.C. § 2225](#).
- 36. GRANT COMPLIANCE.** The Contractor shall support Town to ensure compliance with the Federal award terms and conditions for the entire project. The firm will thoroughly review all essential documents and ensure that all funding obligations are fulfilled throughout the project. The firm shall provide all required reports and documentation and ensure compliance as required by the grant, including but not limited to, the provisions and requirements contained in this ITB.

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37. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to [Executive Order 13043, 62 Fed. Reg. 19,216 \(Apr. 18, 1997\)](#), Town of Wilkesboro encourages its Contractor(s) to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

38. INSURANCE - MINIMUM COVERAGE REQUIREMENTS. At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The Town of Wilkesboro may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$10,000 per person	Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit – Any Auto
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D. PROFESSIONAL LIABILITY

\$2,000,000	Per Occurrence
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E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Per Occurrence
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When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS.

- Contractor agrees to defend, indemnify, and hold harmless Town of Wilkesboro, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend, and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto. v11.102022 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
TOWN OF WILKESBORO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.
- Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- Contractor shall have no right of recovery or subrogation against Town of Wilkesboro (including its officers, agents, and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- Town of Wilkesboro shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

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5. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
6. **The Certificate of Insurance should note in the Description of Operations the following:**
Alicia Wyatt **Email: awyatt@wilkesboronc.org** **Phone: 336-838-3951**
7. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Town of Wilkesboro for claims made or suits brought which result from or are in connection with the performance of this Agreement.
8. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide a notice to Town of Wilkesboro Town Manager/Assistant Town Manager within twenty-four (24) hours.
9. Certificate Holder shall be listed as follows:
Town of Wilkesboro Town Manager
203 West Main Street, P.O. Box 1056
Wilkesboro, NC 28697
10. If insurance and additional insured endorsement(s), in proper form prior to commencement of services.

39. DAVIS-BACON ACT. Contractor shall be in compliance with all applicable provisions of the Davis-Bacon Act (29 C.F.R. §5.5(a)(1)-(10)) and **COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3)** which are incorporated by reference into this contract. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The **Federal thresholds (\$2,000 for basic, \$100,000 for overtime)** for Federal projects in N.C., as N.C. itself does not impose its own state-level prevailing wage requirements.

CONTRACT PROVISIONS AND RELATED MATTERS.

- a. **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (FAR) (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, that such modifications are first approved by the Department of Labor):

(1) MINIMUM WAGES —

- (i) **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 this section, 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 (a)(1)(v) 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 (a)(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 (a)(1)(iii) of this section) and the Davis-Bacon

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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.

(II) **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 \(a\)\(1\)\(iii\)](#) of this section, provided that:
- (2) 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;
- (3) The classification is used in the area by the construction industry; and
- (4) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

A. The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) 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.

(III) **CONFORMANCE.**

- (A) 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:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is used in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) 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.
- (D) 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.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) 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 \(a\)\(1\)\(iii\)\(C\) or \(D\)](#) 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.

(IV) **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.

(V) **UNFUNDED PLANS.**

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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.

(VI) 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 —

(I) WITHHOLDING REQUIREMENTS.

The [write in name of Federal agency or the recipient of Federal assistance] 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 [paragraph \(a\)](#) of 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 (or otherwise working in construction or development of the project under a development statute) 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 \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) PRIORITY TO WITHHELD FUNDS.

The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;*
- (B) A contracting agency for its reprocurement costs;*
- (C) 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;*
- (D) A contractor's assignee(s);*
- (E) A contractor's successor(s); or*
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).*

(3) RECORDS AND CERTIFIED PAYROLLS —

(I) BASIC RECORD REQUIREMENTS -

- (A) 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.*
- (B) 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.*
- (C) ADDITIONAL RECORDS RELATING TO FRINGE BENEFITS.** *Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) 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*

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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.

- (D) **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.

(II) **CERTIFIED PAYROLL REQUIREMENTS -**

- (A) **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 [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of 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.
- (B) **INFORMATION REQUIRED.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) 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 sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **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:
- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
 - (2) 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
 - (3) 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.
- (D) **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 (a)(3)(ii)(C) of this section.

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- (E) **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.
 - (F) **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](#).
 - (G) **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.
- (iii) **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.
- (IV) **REQUIRED DISCLOSURES AND ACCESS —**
- (A) **REQUIRED RECORD DISCLOSURES AND ACCESS TO WORKERS.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] 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 [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - (B) **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.
 - (C) **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 [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], 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 —**
- (i) **APPRENTICES —**
 - (A) **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

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- apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **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.
- (C) **APPRENTICESHIP RATIO.** The allowable ratio of apprentices to journey workers 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 \(a\)\(4\)\(i\)\(D\)](#) 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 \(a\)\(4\)\(i\)\(A\)](#) 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.
- (D) **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 journey worker'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.
- (ii) **EQUAL EMPLOYMENT OPPORTUNITY.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).
- (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.
- (6) **SUBCONTRACTS.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal 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.
- (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.
- (9) **DISPUTES CONCERNING LABOR STANDARDS.** 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.**
- (i) 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\(a\)](#).
- (ii) 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\(a\)](#).
- (iii) 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:

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- (i) 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](#);
 - (ii) 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](#);
 - (iii) 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
 - (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).
- b. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any 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 must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), 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.
 - (2) **VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) 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 \(b\)\(1\)](#) of this section, in the sum of \$33 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 \(b\)\(1\)](#).
 - (3) **WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES —**
 - (i) **WITHHOLDING PROCESS.** The [write in the name of the Federal agency or the recipient of Federal assistance] 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 [paragraph \(b\)](#) 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.
 - (ii) **PRIORITY TO WITHHELD FUNDS.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its procurement costs;
 - (C) 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;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) 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 \(b\)\(1\) 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 \(b\)\(1\) 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

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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:
- (i) 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;
 - (ii) 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;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

1. **CWHSSA REQUIRED RECORDS CLAUSE.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
2. **INCORPORATION OF CONTRACT CLAUSES AND WAGE DETERMINATIONS BY REFERENCE.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
3. **INCORPORATION BY OPERATION OF LAW.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

40. MINORITY BUSINESSES.

The minority requirements have been **reversed** in Federal funding with 2025 Executive Orders (EO [14151](#) and [14173](#)). Effective 07/07/2026 the State of North Carolina passed the [2026 Appropriations Act](#) (starts on page 482) which **repealed** the following Historically Underutilized Businesses (HUB) statutes: NC § 63A-19, 116D-4, 143-48.4, 143.128.2, 128.3, 128.4, and 143-131(b).

Notably, though, the [2026 Appropriations Act](#) did not strike the following language in the Mini-Brooks Act, NC § 143-64.31: "Selection of a firm under this Article shall include the use of good faith efforts by the public entity to notify minority firms of the opportunity to submit qualifications for consideration by the public entity."

Additionally, the bill transferred administration of the North Carolina Small Business Enterprise (NC SBE) Program to the Division of Purchase & Contract (P&C) within the Department of Administration (NC DOA).

41. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS.** Unless otherwise provided by law, suppliers, contractors subcontractors, consultants, and sub-consultants are subject to the [Bayh-Dole Act](#), Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Par 401 and the standard patent rights clause located at 37 C.F.R. §401.14.

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42. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

A. DEFINITIONS.

Unless otherwise defined in this Contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section;

1. **“Backhaul”** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. **“Covered Foreign Country”** means the People’s Republic of China.
3. **“Covered Telecommunications Equipment or Services”** means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
4. **“Critical Technology”** means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22 ([2 C.F.R. Part 121](#)) Code of Federal Regulations; (2) items included on the [Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15](#), Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by [part 810 of title 10](#), Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by [part 110 of title 10](#), Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by [part 331 of title 7](#), Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 ([50 U.S.C. § 4817](#)).
5. **“Interconnection Arrangements”** means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. **“Roaming”** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. **“Substantial or Essential Component”** means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. **“Telecommunications Equipment or Services”** means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. PROHIBITIONS.

1. [Section 889\(b\)](#) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232](#), and [2 C.F.R. § 200.216](#) prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception this section applies, Contractor and any Subcontractors may not use any grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

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- c. *Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or*
- d. *Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.*

C. EXCEPTIONS.

- 1. *This clause does not prohibit Contractor or Subcontractors from providing:*
 - a. *A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or*
 - b. *Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.*
- 2. *By necessary implication and regulation, the prohibitions also do not apply to:*
 - a. *Covered telecommunications equipment that:*
 - i. *Is not used as a Substantial or Essential Component of any system and*
 - ii. *Is not used as Critical Technology of any system.*
 - b. *Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.*

D. REPORTING REQUIREMENT

- 1. *In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 of this Section VII to Unit, unless procedures for reporting the information are established elsewhere in this Contract.*
 - a. *Contractor shall report the following information to the Town of Wilkesboro pursuant to of this Section: **Within one business day from the date of such identification or notification:** 1) contract number; 2) order number(s), if applicable; 3) supplier name; 4) supplier unique entity identifier (if known); 5) supplier Commercial and Government Entity (CAGE) code (if known); 6) brand; 7) model number (original equipment manufacturer number, 8) manufacturer part number, or wholesaler number); 9) item description; and 10) any readily available information about mitigation actions undertaken or recommended.*
 - b. *Within **ten business days of submitting the information** in this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.*

- E. **SUBCONTRACTOR.** *Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section.*

43. PUBLICATIONS. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

44. RECOVERED MATERIALS PROCUREMENT.

- a. Contractor shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in [40 C.F.R. Part 247](#) that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit's preceding fiscal year exceeded \$10,000.
- b. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired; competitively within a time frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. The Contractor also agrees to comply with all other applicable requirements of [Section 6002 of the Solid Waste Disposal Act](#).

45. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to [Executive Order 13513, 74 Fed. Reg. 51,225](#) (Oct. 6, 2009), Town of Wilkesboro encourages its employees, subrecipients, and contractor to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

46. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. [37 C.F.R.401](#)

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- a. The Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below. “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury’s license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- c. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- d. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- e. Data developed by Contractor and financed entirely without using Federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- f. For the purposes of this section, “subject data” means “recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

47. REMEDIAL ACTIONS. In the event of Recipient’s noncompliance with section [603 of the Act](#), other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in [2 C.F.R. § 200.339](#). In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

48. TERMINATION. All contracts shall contain suitable provisions for termination by the Town, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in **excess of \$10,000** must address termination for cause and for convenience by the Town, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).

49. TERRORIST FINANCING. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with [Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

50. TRAFFICKING VICTIMS’ PROTECTION ACT OF 2000. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the [Trafficking Victims Protection Act of 2000](#), (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2](#)

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[CFR § 175.15](#), the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

51. USA PATRIOT ACT OF 2001. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act ([USA PATRIOT Act](#)), which amends [18 U.S.C. §§ 175 – 175c](#).

52. WHISTLEBLOWERS PROTECTIONS.

- a. In accordance with [41 U.S.C. § 4712](#), Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

53. POST-CONSTRUCTION PHASE. The Contractor and subcontractor(s) shall visit the project to observe any apparent defects in the work, assist Town in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any. The firm shall visit the project within one (1) month before the end of the construction contract's warranty period to ascertain whether any portion of the work is subject to correction and provide the Town a report of findings. The firm shall verify any warranty work completed by the contractor is in compliance with the Contract Documents.

CONTRACTOR:

By:

Name:

Title:

TOWN OF WILKESBORO:

By:

Name:

Title:

**ATTACHMENT C: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY
FUNDS ADDENDUM CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

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 an 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. 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 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. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
3. 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 of the 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 Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D: REFERENCE DISCLOSURE FORM

Contractor shall provide information regarding experience in work similar to this scope of work by listing THREE (3) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A TOWN OF WILKESBORO LISTING. References should be clients of a similar scale to the services requested in this Bid.

1. COMPANY NAME: _____

PERSON TO CONTACT: _____

TELEPHONE NUMBER: _____

TYPE OF SERVICE PROVIDED: _____

SIZE: _____

JOB DATES: BEGINNING _____ END _____

2. COMPANY NAME: _____

PERSON TO CONTACT: _____

TELEPHONE NUMBER: _____

TYPE OF SERVICE PROVIDED: _____

SIZE: _____

JOB DATES: BEGINNING _____ END _____

3. COMPANY NAME: _____

PERSON TO CONTACT: _____

TELEPHONE NUMBER: _____

TYPE OF SERVICE PROVIDED: _____

SIZE: _____

JOB DATES: BEGINNING _____ END _____

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE FORM

An actual or potential conflict of interest exists when financial or personal considerations compromise an individual's objectivity, professional judgment, professional integrity, or ability to fulfill an employee's responsibilities to Town of Wilkesboro. Covered Individuals as defined by the Town's Conflict of Interest Policy are required to disclose any actual or potential conflict of interest. Failure to do so will result in disciplinary action up to and including termination.

This Conflict-of-Interest Form should be completed to include any covered individuals, or a family member of the covered individual has an economic interest in, or acts as an officer, or director of, any outside entity which does business with Town of Wilkesboro.

The covered individual should also disclose any personal, business, or volunteer affiliations that may give rise to an actual or potential conflict of interest.

Name: _____

Position: _____

Date: _____

Describe any relationships, transactions, positions you or your family member hold (volunteer or otherwise), or circumstances that you believe could constitute a conflict of interest:

I certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

**ATTACHMENT F:
AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY**

(To be submitted with all quotes/bids)

I, _____, (hereinafter the "Affiant"), duly authorized by and on behalf of
_____, (hereinafter the "Employer") after being first duly sworn
deposes and says as follows:

1. I am _____ (President, Manager, CEO, etc.) of the
Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of
Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work
authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees and is in compliance with the provisions of N.C. General Statute § 64-
26.

☐ Employer has verified the work authorization of its employees through E-Verify and shall retain the
records of verification for a period of at least one year.

☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C.
General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the
provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of
Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____ ☐

Subscribed and sworn to before me this ____ day of _____, 20____.

SEAL

Notary Public _____

My Appointment Expires _____

Attachment F

STATE OF NORTH CAROLINA

COUNTY OF _____

**ATTACHMENT G: CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

PRINT NAME _____ JOB _____

TITLE _____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____ 20__

Notary Public _____

My commission expires _____



ATTACHMENT H:

TOWN OF WILKESBORO

TERMS & CONDITIONS

Scope of Services - This section provides a detailed description of the services that will be provided by the vendor.

Term (length of time) - This section specifies both beginning and ending dates or a project start and completion schedule.

Maximum Amount Payable - This section specifies the amount that the contract payments cannot exceed the amount payable. Uncertainty as to the amount of the final obligation under a contract does not excuse the contract from containing a maximum amount payable.

Relationship of Parties - This clause clarifies the nature of the relationship between the Town of Wilkesboro and the vendor. This clause confirms that the contract does not and should not be deemed to create a partnership or joint venture.

Purchase Order Required - The Town will not be responsible for any equipment, supplies, and/or services delivered without a purchase order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the Town's rejection and shall be returned at the vendor's expense. If an invoice is received without a purchase order listed your invoice will not be processed until a purchase order is obtained by the seller. The seller shall contact the employee placing the order or Department Head for a purchase order before mailing the invoice.

Vendor Failure to Deliver - In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the Town reserves the right to cancel the order, or any part thereof, without prejudice to other rights, and vendor agrees that the Town may return part of any shipment so made and may charge vendor with any loss expense sustained as a result of such failure to deliver or perform.

Changes - If the vendor refuses to accept a purchase order exactly as written, the vendor will return it at once with an explanation. Any changes to the Purchase order will be considered a "Change Order" and requires written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

Cancellation - This clause gives both parties the right to terminate the contract upon the occurrence of specified conditions or events. The Town reserves the right to cancel or otherwise rescind a purchase order based on the Town's best interest.

Invoices - The vendor will deliver invoices to the Town at the address or electronically at the website shown on the face of each Purchase Order. The vendor will send separate invoices for each purchase number and invoices must be itemized in accordance with the items listed on the purchase order.

NC Sales and Use Taxes - The Town pays all NC sales and use taxes. The vendor shall pay all sales and use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the Town of any damage, costs, fees, expenses, or penalties on account of such taxes. The vendor may charge the Town only those taxes that are set forth as a separate line item on the face of the purchase order. When a contract price is quoted, the sales tax affidavit form should be completed for these contracts along with attaching any invoices associated with the sales tax. See: "Article 45 - Taxes" for explanation.

Delivery / Title - Unless otherwise agreed, delivery shall be F. O. B. point of destination and title shall pass to the Town upon acceptance at the final delivery point. Risk of damage or loss following the shipment and prior to acceptance by the Town shall be the responsibility of the vendor.

Right of Inspection and rejection - Equipment, supplies, and services supplied by the vendor shall be received subject to the Town's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at the vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except for the Town's formal authorization.

Non-assignment - This clause prohibits the assignment of specific rights or of the entire contract to another party without the consent of the Town.

Warranty / Performance - Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

Indemnification - Infringement - The vendor will defend, indemnify, and save the Town harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

Indemnification - Damages - If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save Town harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

Indemnification - Consequences of Actions - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, the vendor will indemnify and save harmless the Town from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

Non-appropriation clause - non-appropriation clauses must be included in any Town contract requiring expenditure of Town funds and entered for terms longer than the current fiscal year.

Construction indemnity agreements - NC GS § 22B-1 prohibits a party from insulating itself from its own negligence

Strict Compliance - The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

Governing Law - This clause specifies that any dispute resulting from the contract shall be determined in accordance with the laws of North Carolina.

Certificate of Insurance - Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/ aggregate, \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the Town as additional insured. The vendor shall produce an insurance certificate evidencing such coverage upon request by the Town identifying the person/office to be notified.

Real property improvement dispute venue - NC GS § 22B-2 prohibits making a contract subject to the laws of another state or setting exclusive venue in another state.

Forum selection - NC GS § 22B-3 prohibits requiring prosecution of an action or arbitration of a dispute in another state

Jury trial waiver - NC GS § 22B-10 prohibits requiring a party to waive its right to a jury trial (does not prohibit mutually agreed to mediation, arbitration, or other alternative dispute resolution processes)

Incurring 3rd party debt - Constitutional limitations on local government indemnifying obligations of other parties (incurring debt), NC Const. Art. V, Sec. 4 Certification that bids were submitted without collusion - NC GS § 143-54 - (a) The Director of Administration shall require bidders to certify that each bid is submitted competitively and without collusion. False certification is a Class I felony.

Organized Labor Restrictions - NC GS § 143-133.5 prohibits discriminating against a bidder or contractor for adhering or not adhering to an organized labor agreement

Employment-related and public accommodation requirements - NC GS § 160A-20.1(a) prohibits cities and counties from imposing employment-related requirements on bidders and contractors as a condition of bidding on a contract NC GS § 160A-20.1(a) for cities); NC GS § 153A-20 449(a) for counties.

E-Verify - NC GS § 143-133.3 prohibits local governments from contracting with contractors and subcontractors not compliant with the state's E-Verify hiring requirement NC GS § 143-133.3. The contractor shall verify, by affidavit, compliance with the terms of the section upon request by the Town.

Iran Divestment Act - NC GS § 147-86.60 Prohibits local governments from contracting with an entity that has been identified by the NC State Treasurer's Office as engaging in Iranian investment activities Israel Boycott

Contracting Prohibition - NC GS § 147-86.82 Prohibits local governments from contracting with a company that has been identified by the NC State Treasurer's Office as boycotting Israel NC Department of Administration Debarred Vendor List – NC GS § 143-48 NC Division of Purchase and Contract; Contract Management Section-NC GS § 143-50.1. NC HUB Office - NC GS § 143-48.4

Small Jurisdiction Exception - NC GS § 14-234(d1) If it applies, have all required procedures for contract approval been followed?

Conflicts of Interest - NC GS § 14-234; NC GS § 133-32; NC GS § 160A-415; NC GS § Chapter 138A; NC GS § Chapter 120C; See the Town of Wilkesboro's Conflict of Interest policy and forms.

Pre-Audit - NC GS § 159-28(a) see pre-audit section in this policy.

Material Safety Data Sheets - Current material safety data sheets (MSDS), when applicable to the order, shall be provided by the vendor in accordance with all regulations.

Title VI of the Civil Rights Act of 1964 - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Force Majeure - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. COVID-19 is no longer an "unforeseen" event, and going forward, units should be wary of attempts by contractors or vendors to excuse performance due to the disease or its effects. Does the contract comply with applicable local policies, grant rules, and federal regulations?

Signature _____

Print Name & Job Title _____

Date _____



SECTION I: NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE:

- a) It **is** anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables **not** subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that **are** identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State **shall** be and remain the property of the Vendor or such other party, respectively. Vendor **agrees** to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State **shall** notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor **agrees** to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor **has** a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, **shall** provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance **will be performed** at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor **shall** fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State **shall** have the right to terminate the Contract by giving thirty days written

notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that **are** prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor **shall** be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option **is** exercised. Notwithstanding, Vendor **shall not** be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach **can** be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State **shall** pay for those items or Services for which such option **is** exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 **are** specifically incorporated herein.
- b) If **federal funds are involved** in the transactions under this Contract, the Vendor **shall** comply with all applicable state and federal requirements and laws, **except where State requirements are more restrictive**. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein **is** as defined in 01 NCAC 05A.0112, except that if this Contract **has** been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, **are** void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the **more restrictive provision will govern**.

- 4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions **are** imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it **shall** be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor **shall** be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include:
 - (1) Maintenance of a retail establishment or office,
 - (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and
 - (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it **has** affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in the Contract **are** exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered **are not** to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAWS:**

- a) This Contract **is** made under and **shall** be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor **shall** comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that **are** applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations **not** formed under NC law **must be domesticated** in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

Wholly State Funded Contracts.

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures **are** consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals **are** employed, and that employees **are** treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended

at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding **is** involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor **shall** comply with all Federal Funds Provisions requirements (below) and **not** discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor **will** take affirmative action to ensure that applicants **are** employed, and that employees **are** treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but **not** be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor **agrees** to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- d) The Vendor **shall**, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor **will not** discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant **has** inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision **shall not** apply to instances in which an employee who **has** access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who **do not** otherwise have access to such information, unless such disclosure **is** in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or **is** consistent with the Vendor's legal duty to furnish information.
- f) The Vendor **will** send to each labor union or representative of workers with which it **has** a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract **may** be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts.
- h) The Vendor **shall** include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted, so that such provisions will be binding upon each subcontractor or vendor. The Vendor **will** take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or **is** threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- i) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating **is** a State or local government, the above equal

opportunity clause **is not** applicable to any agency, instrumentality or subdivision of such government which **does not** participate in work on or under the Contract.

- j) The Vendor **agrees** that it **shall** assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it **shall** furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it **shall** otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

9. **PAYMENT TERMS:** Payment terms **are** net **not** later than 30 days after receipt of a correct invoice or acceptance of goods, whichever **is** later. The Procuring Agency **is** responsible for all payments to the Vendor under the Contract. ~~Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.~~

The State **does not** agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract **will not** be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped **has not** been sold or used for any purpose, **is newly** manufactured, and shall be in first class condition. All containers/packaging **shall** be suitable for handling, storage or shipment.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor **shall** hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

1. Performance under the Contract **does not** infringe upon any intellectual property rights of any third party; and
2. There **are no** actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, **shall** at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options **can** reasonably be taken in Vendor's judgment, or if further use **shall** be prevented by injunction, the Vendor **agrees** to cease provision of any affected deliverables and refund any sums the State **has** paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State **shall** then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, **shall** defend any action brought against the State to the extent that such action **is** based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United

States. The Vendor **shall** pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment **shall** be conditioned on the following:

1. That the Vendor **shall** be notified within a reasonable time in writing by the State of any such claim; and
 2. That the Vendor **shall** have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor **will not** be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor **agrees not** to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State **is** willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS:

- (a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors **shall** have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project **is** commenced before the end of such retention of records period, the records **shall** be retained for one (1) year after all issues arising out of the action **are** finally resolved or until the end of the record retentions period, whichever **is** later.
- (b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
 1. The State Auditor.
 2. The internal auditors of the affected department, agency or institution.
 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility **is** to provide professional or administrative services to the Commission.
- (c) The Joint Legislative Commission on Governmental Operations **has** the authority to:
 1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
 2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
 3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
 4. Receive reports as required by law or as requested by the Commission.

5. Access and review

- a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - b. Any records related to any subcontract of a contract awarded by a State agency that **is** utilized to fulfill the contract, including, but **not** limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- (d) The Joint Legislative Commission on Governmental Operations **has** the power to:
1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee **is** responsible for implementing a program or providing a service paid for with public funds.
- (e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article **shall** be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access **is** reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- (f) Any confidential information obtained by the Commission **shall** remain confidential and **is not** a public record as defined in G.S. 132-1.
- (g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission **is** confidential and **is not** a public record as defined in G.S. 132-1.
- (h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article **shall** be guilty of a Class 2 misdemeanor.

14. ASSIGNMENT OR DELEGATION OF DUTIES:

- a) As a convenience to the Vendor, the State **may** include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In **no** event **shall** such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor **shall** remain responsible for fulfillment of all Contract obligations. Upon written request, the State **may**, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision **shall** be void and a material breach of the Contract. G.S. 143-58.

- 15. INSURANCE:** This section provides minimum insurance coverage rates that **are** applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts **are** needed based on the likelihood and severity of exposure to the State. The analysis **is** documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency **has** specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors **is** high.

- a) **REQUIREMENTS - Providing and maintaining** adequate insurance coverage **is** a material obligation of the Vendor and **is** of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage **shall** be obtained from companies that **are** authorized to provide such coverage and that **are** authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor **shall** at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor **shall not** be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency **is** authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense **shall** provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor **shall** provide and maintain the following coverage and limits, subject to **higher requirements** by an agency after the risk analysis indicated above:
 1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability **will** apply as required by North Carolina law. The Purchasing Agency **may** require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
 2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor **shall** provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who **are** engaged in any work under the Contract in North Carolina. If any work **is** sub-contracted, the Vendor **shall** require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
 3. **For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor **shall** provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who **are** engaged in any work under the Contract in North

Carolina. If any work **is** sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. GENERAL INDEMNITY:

- a) The Vendor **shall** indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that **are** attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor **is** notified in writing within 30 days from the date that the State **has** knowledge of such claims.
- b) The Vendor, at its own expense **shall** defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it **shall** make no claim of any kind or nature against the State's agents who **are** involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if **federal funds are involved in this procurement**, the Vendor warrants that it **will** comply with all relevant and applicable federal requirements and laws, and **will** indemnify, defend and hold and **save** the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State **does not** participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

- ~~a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.~~
- ~~b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.~~

- c) ~~Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.~~

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES

- d) ~~THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, NC E-Procurement Terms of Use.~~ This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.

- e) ~~Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.~~

~~Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.~~

18. **SUBCONTRACTING:** Performance under the Contract by the Vendor **shall not** be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
19. **CONFIDENTIALITY:** Vendor information that **cannot** be shown to be, e.g., a trade secret, **may** be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality **are not** favored, but confidentiality of specific material meeting one or more exceptions in the SPRA **will** be honored. Vendors **are** notified that if the confidentiality of material **is** challenged by other parties, the Vendor **has** the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract **shall** be kept as confidential, used only for the purpose(s) required to perform the Contract and **not** divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor **shall** be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor **agrees** to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data

shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor **shall** notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 *et seq.* **Notice is given** to the Vendor that the NC Department of Information Technology (DIT) **has** requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies **shall disclose** to inbound callers the location from which the call or contact center services **are** being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work **has not** previously been disclosed to the State in writing, *prior written approval must be obtained from the State Purchasing Agency*. Vendor **shall** give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 14359.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein **shall** survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if **not** received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies **shall** constitute a preservation record and **shall** serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately **shall** constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein **is** intended nor **shall** be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance **shall not** constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **FORCE MAJEURE:** Neither party **shall** be deemed to be in default of its obligations hereunder if and so long as it **is** prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein **is** intended nor **shall** be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **FEDERAL FUNDS PROVISIONS:**

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent

with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State or Town of Wilkesboro does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor **shall not** impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation **is** a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor **agrees** to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

1. **Overtime requirements.** No Vendor 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.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefore **shall** be liable for the unpaid wages. In addition, such Vendor 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 watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 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 29 C.F.R. §5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages.** The Purchasing Agency **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which **is** held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. **SubContracts.** The Vendor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor **shall** be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor **agrees** to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor **agrees** to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor **agrees** to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor **agrees** to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor **agrees** to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor **agrees** that these requirements will be included in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if **federal funding is used**, **is** a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor **is** required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) **are** excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor **must** comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and **must** include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification **is** a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it **is** later determined that the Vendor **did not** comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but **not** limited to suspension and/or debarment.
4. The Vendor **agrees** to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer **is** valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, Vendors that apply or bid for an award of **\$100,000 or more** shall file the required certification. Each tier certifies to the tier above that it **will not and has not** used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier **shall** also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures **are** forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) **Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor **shall** make maximum use of products containing recovered materials that **are** EPA designated items unless the product **cannot** be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, **is** available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Vendor also **agrees to comply** with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor **agrees** to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which **are** directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor **agrees** to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor **agrees** to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and **agree** that no language in this Contract **is** intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract **are** governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project **shall** be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project **is** commenced before the end of the five (5) year period, the records **shall** be retained for one (1) year after all issues arising out of the action **are** finally resolved or until the end of the five (5) year period, whichever **is** later.

l) **Energy Efficiency.** All participants in the projects funded hereby **shall** recognize mandatory standards and policies relating to energy efficiency, which **are** contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

- n) **No Obligation by Federal Government.** The Federal Government **is not** a party to this Contract and **is not** subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This **is** an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING,**" the Vendor **shall not** use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor **shall** be responsible to ensure that it **has** checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients **have not** been suspended or debarred from doing business with federal or State government.

Authorized Signature: _____

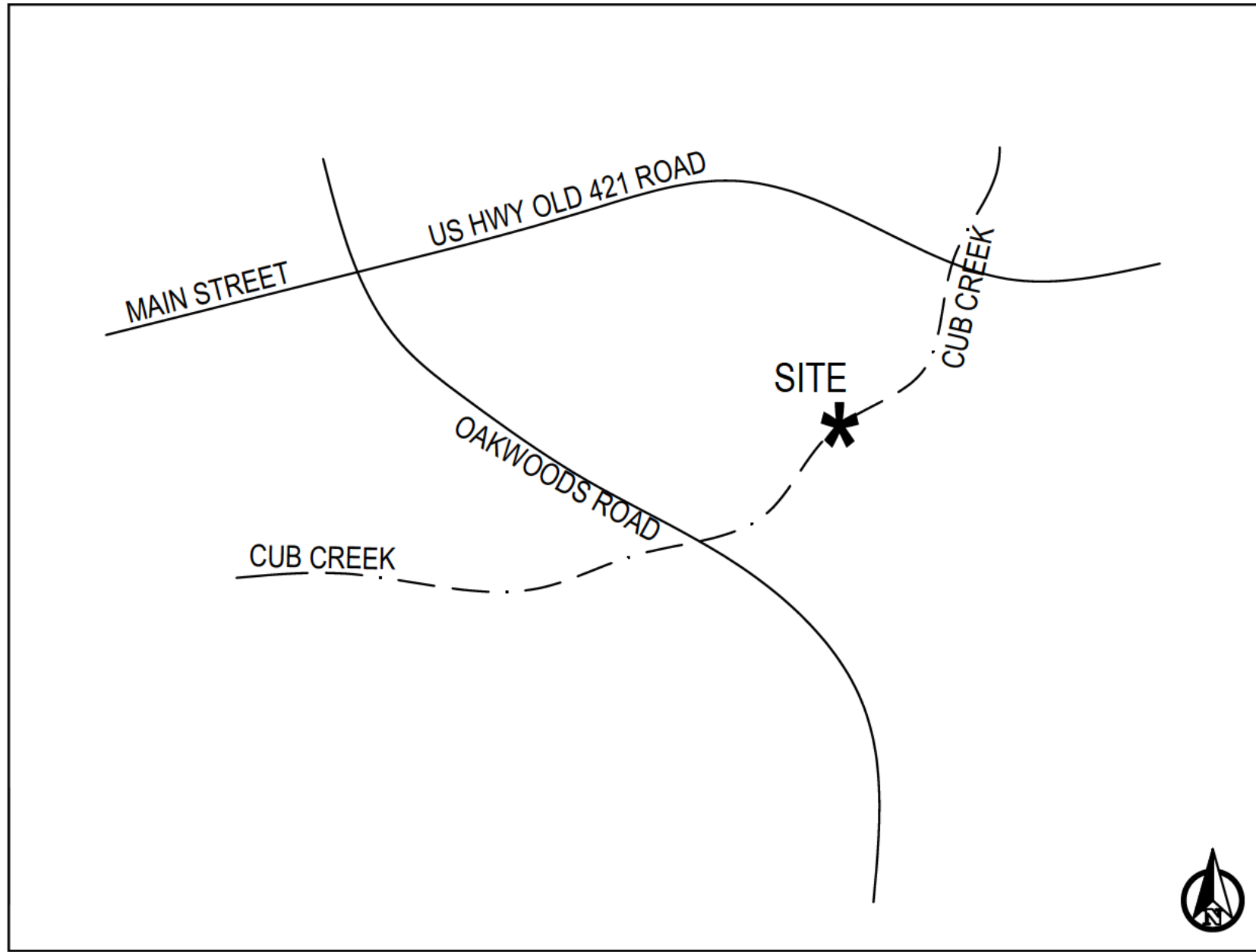
Date Signed: _____

Title of Signature: _____

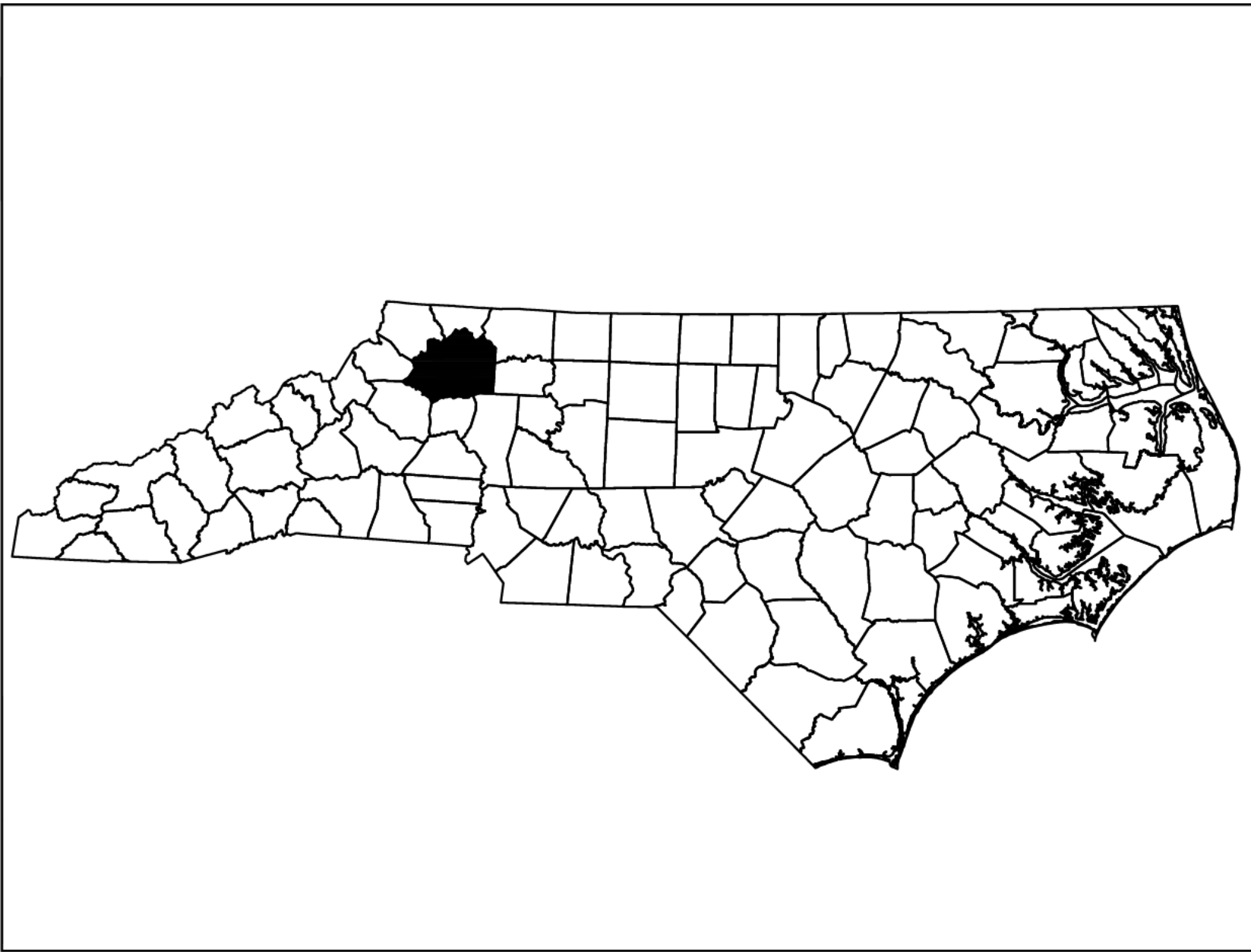
Print Name: _____

CUB CREEK PHASE 3 STREAM RESTORATION & GREENWAY TRAIL

SRP-SW-ARP-0025



VICINITY MAP (NTS)



NORTH CAROLINA COUNTY MAP
(WILKES COUNTY)

SURVEY:
ALLIED ASSOCIATES, PA
4720 KESTER MILL ROAD
WINSTON SALEM, NC 27103

ENGINEER & SURVEYOR:
BREC, PA
1605 CURTIS BRIDGE ROAD - SUITE 1
WILKESBORO, NC 28697
LICENSE: C-3448

SHEET INDEX

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C109	PLANTING PLAN
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C903	DETAILS

CITY/TOWN: WILKESBORO, NC

SITE COORDINATES: LATITUDE = 36.149813° N LONGITUDE = -81.140040° W

BREC

A Status Team Company

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NORTH CAROLINA
PROFESSIONAL
SEAL
10855738
J. CHURCH
ENGINEER

05/05/2026

BREC, P.A.
CORPORATE

NCBELS#C-3448

NORTH CAROLINA

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

COVER SHEET

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

SHEET SIZE: 24"x36"

PROJECT NUMBER: 0080142018

DRAWN BY: J. EDWARDS

APPROVED BY: J. CHURCH

SCALE: NTS (H) (V)

SHEET: C000

NPDES CONSTRUCTION GENERAL PERMIT - NCG 010000

ENTIRE PERMIT CAN BE FOUND AT:

https://files.nc.gov/ncdeq/Energy%20Mineral%20and%20Land%20Resources/Stormwater/NCG010000_Final_Permit_2019_04_01.pdf

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed. -7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(d) Slopes 3:1 to 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
- Temporary grass seed covered with straw or other mulches and tackifiers - Hydroseeding - Rollled erosion control products with or without temporary grass seed - Appropriately applied straw or other mulch - Plastic sheeting	- Permanent grass seed covered with straw or other mulches and tackifiers - Geotextile fabrics such as permanent soil reinforcement matting - Hydroseeding - Strips or other permanent plantings covered with mulch - Uniform and evenly distributed ground cover sufficient to restrain erosion - Structural methods such as concrete, asphalt or retaining walls - Rollled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
- Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging offsite.
- Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- Never bury or burn waste. Place litter and debris in approved waste containers.
- Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

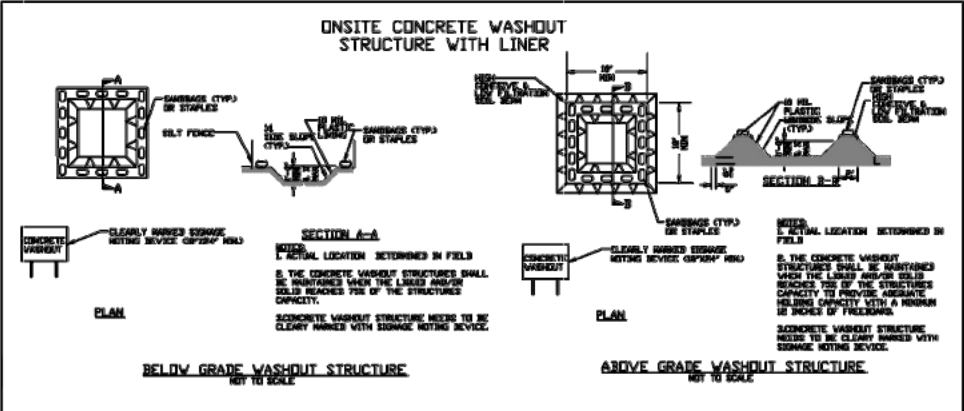
- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled, sized and placed appropriately for the needs of site.
- Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

- Do not discharge concrete or cement slurry from the site.
- Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
- Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
- Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
- Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
- Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
- Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
- Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
- Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
- At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

- Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
- Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
- Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
- Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

- Create designated hazardous waste collection areas on-site.
- Place hazardous waste containers under cover or in secondary containment.
- Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected. 2. Date and time of the inspection. 3. Name of the person performing the inspection. 4. Indication of whether the measures were operating properly. 5. Description of maintenance needs for the measure. 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected. 2. Date and time of the inspection. 3. Name of the person performing the inspection. 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration. 5. Indication of visible sediment leaving the site. 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits. 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future sedimentation.
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part II, Section C, Item (2)(b) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. Documentation that the required ground stabilization measures have been provided while the required timeframes or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Documentation Requirements
(a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan.	Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC plan.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC measures.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- This General Permit as well as the Certificate of Coverage, after it is received.
- Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.
- Documentation to be Retained for Three Years**
All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART II, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items.
- The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit.
- Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems.
- Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in item (c) above.
- Velocity dissipation devices such as check dams, sediment traps, and riprap are providing devices, and
- Sediment removed from the dewatering treatment devices described in item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

- Visible sediment deposition in a stream or wetland.
- Oil spills if:
 - They are 25 gallons or more,
 - They are less than 25 gallons but cannot be cleaned up within 24 hours,
 - They cause sheen on surface waters (regardless of volume), or
 - They are within 100 feet of surface waters (regardless of volume).
- Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref. 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref. 40 CFR 302.4) or G.S. 143-215.85.
- Anticipated bypasses and unanticipated bypasses.
- Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	- Within 24 hours, an oral or electronic notification. - Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. - If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired waters conditions.
(b) Oil spills and release of hazardous substances per item 1(b)-(c) above	Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses (40 CFR 122.41(m)(3))	A report at least ten days before the date of the bypass, if possible. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses (40 CFR 122.41(m)(3))	Within 24 hours, an oral or electronic notification.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment (40 CFR 122.41(f)(7))	- Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass. - Within 24 hours, an oral or electronic notification. - Within 7 calendar days, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. (40 CFR 122.41(f)(6)). - Division staff may waive the requirement for a written report on a case-by-case basis.



NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19



05/05/2026

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

NPDES NCG01

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE: REVISIONS:

SHEET SIZE: 24"x36"

PROJECT NUMBER: 0080142016

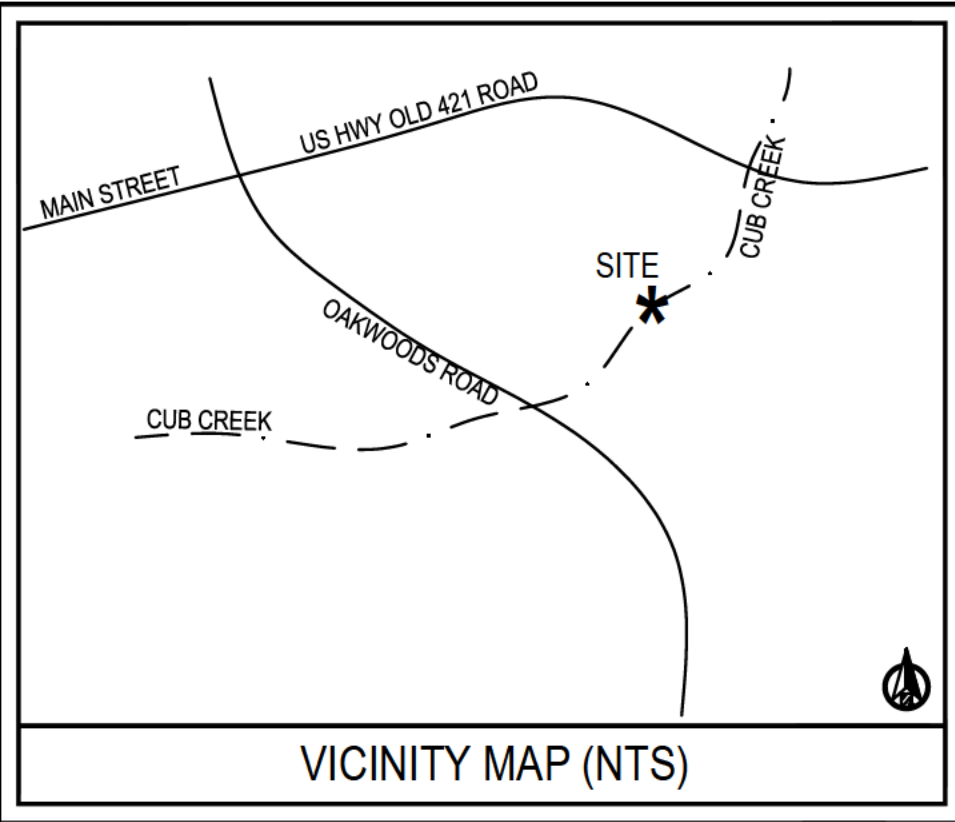
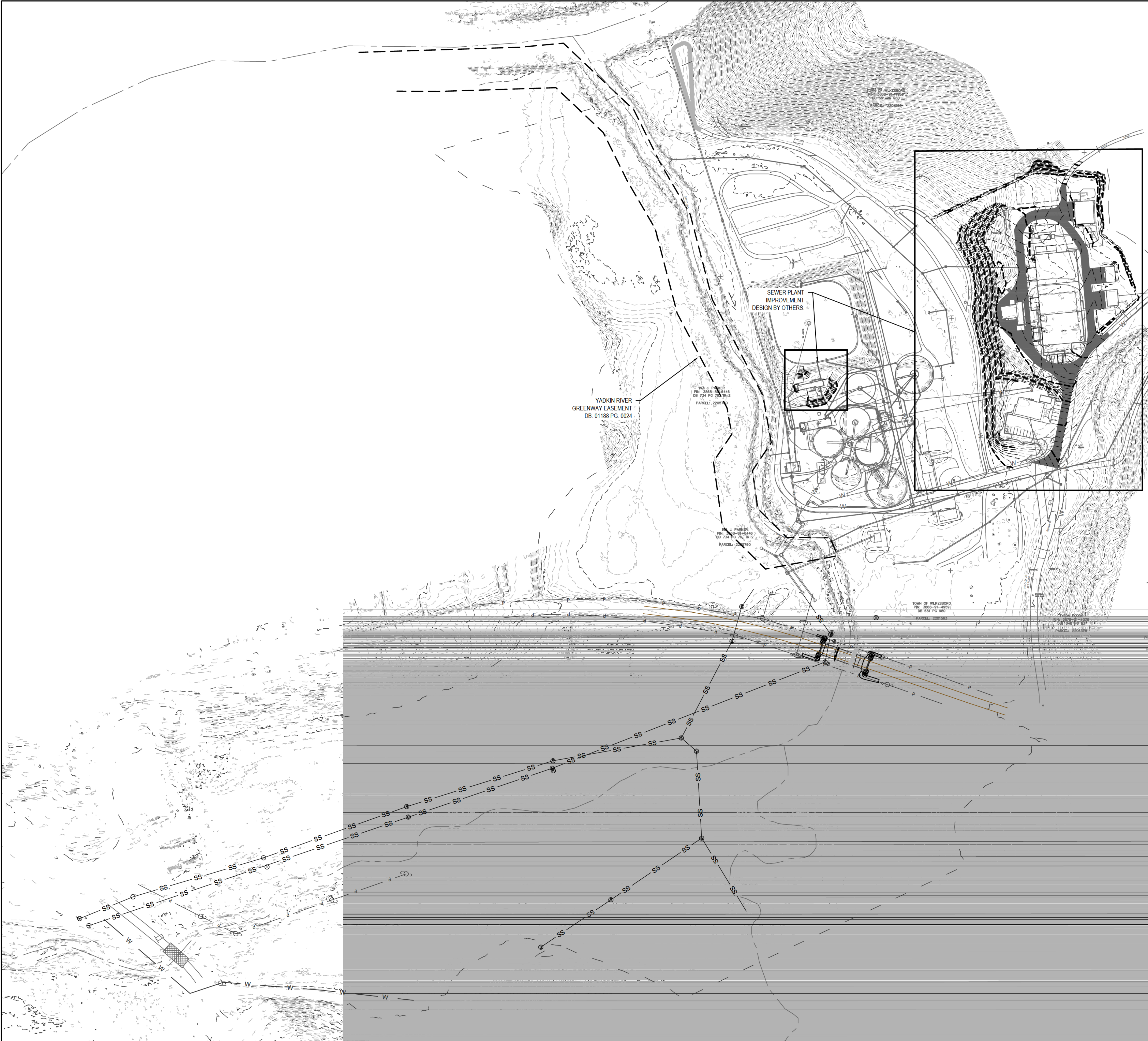
DRAWN BY: J. EDWARDS

APPROVED BY: J. CHURCH

SCALE: NTS (H) (V)

SHEET:

C001



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05/05/2026
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NCBELS#C-3448
NORTH CAROLINA

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

EXISTING CONDITIONS

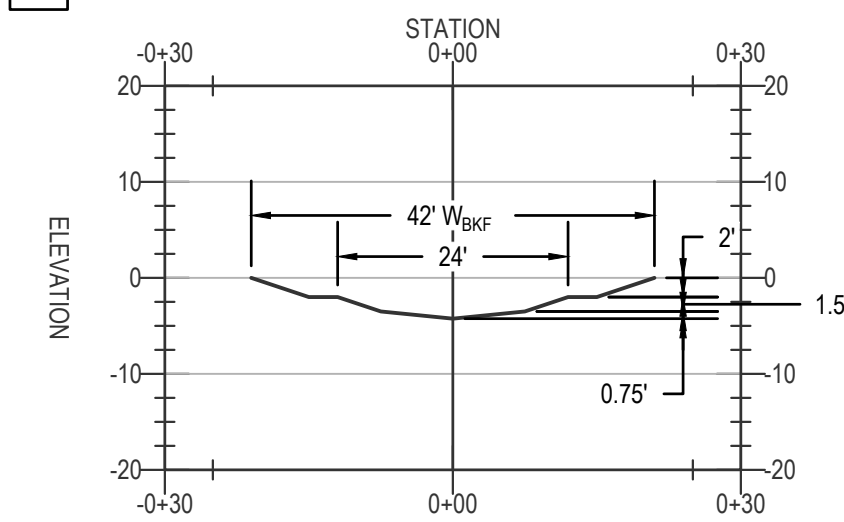
PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

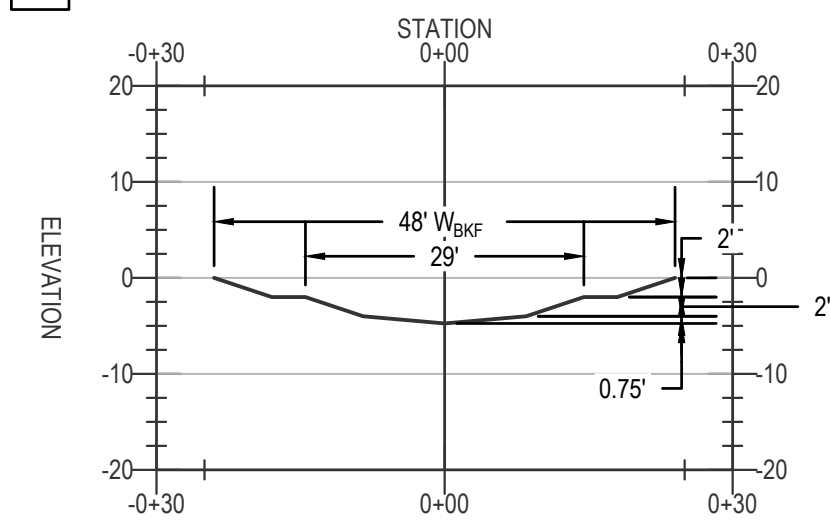
SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142018
DRAWN BY:	J. EDWARDS
APPROVED BY:	J. CHURCH
SCALE:	1" = 120' (H) (V)
SHEET:	C002



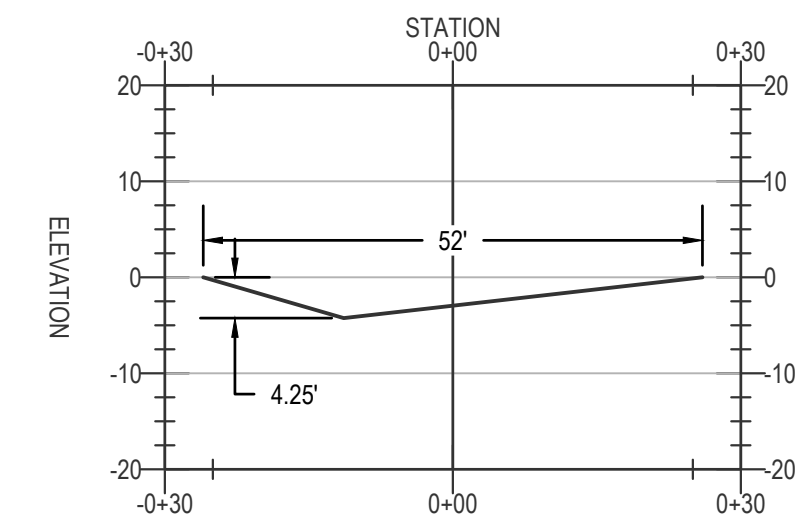
1 TYP. RIFFLE STATION 0+00 TO 23+09.11



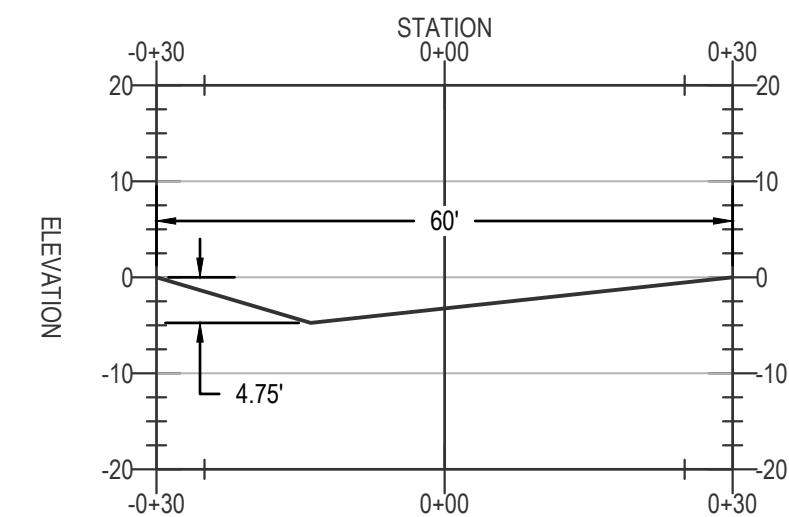
2 TYP. RIFFLE STATION 23+09.11 TO 41+86.57



TYP. POOL STATION 0+00 TO 23+09.11



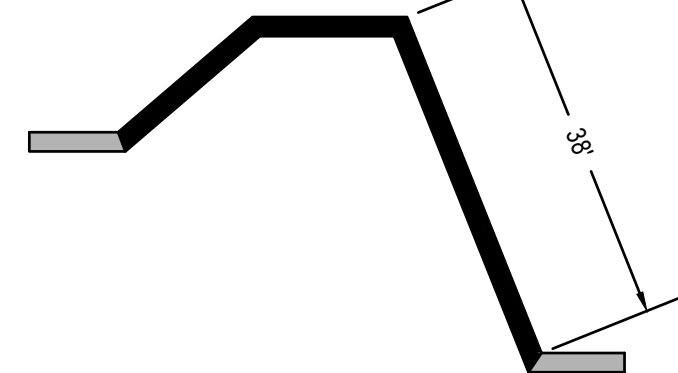
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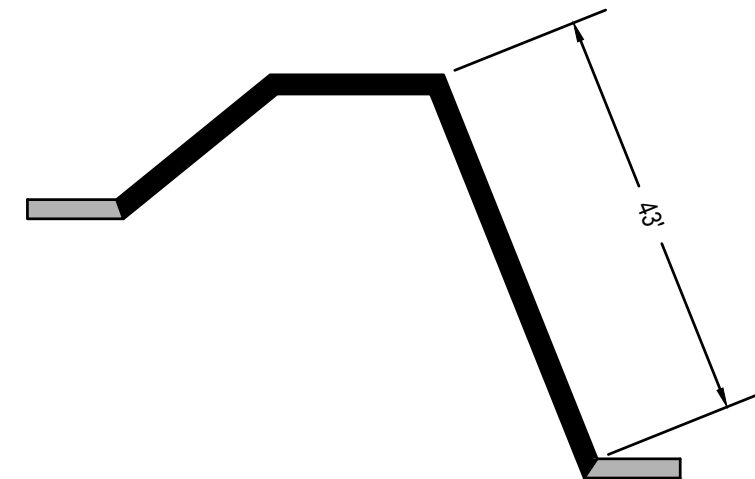
TYPICAL SECTIONS
SCALE: 1" = 20'

STRUCTURE LEGEND

J-HOOK
SEE DET. 2-3/C900



STATION 0+00 TO 23+09.11
SCALE: 1" = 20'



STATION 23+09.11 TO 41+86.57
SCALE: 1" = 20'

GENERAL NOTES:

- STRUCTURES MAY BE PLACED PER FIELD CONDITIONS FOR GRADE CONTROL.
- THE SITE IS LOCATED ON YADKIN RIVER BASIN.
- ALL REMAINING WOODY DEBRIS IN STOCKPILE AREAS NOT USED FOR STREAM STRUCTURES WILL BE GROUND FOR REUSED AS MULCH AND HAULED TO A TOWN OF WILKESBORO STOCKPILE.

CONSTRUCTION NOTES

- ALL SIDE SLOPES SHALL BE GRADED AT 2:1 OR FLATTER.
- EACH DAY OF CONSTRUCTION WILL BE A COMPLETED WORK. THE DAYS WORK WILL BE LIMITED TO WHAT CAN BE STABILIZED WITH MATTING AND VEGETATION AT THE END OF THE DAY.
- ALL MATERIALS WILL BE ON SITE BEFORE ANY WORK BEGINS.
- EQUIPMENT WORK WILL BE DONE FROM THE TOP OF BANK WHENEVER POSSIBLE.
- NO NON-NATIVE VEGETATION WILL BE PLANTED INSIDE THE STREAM BUFFER.

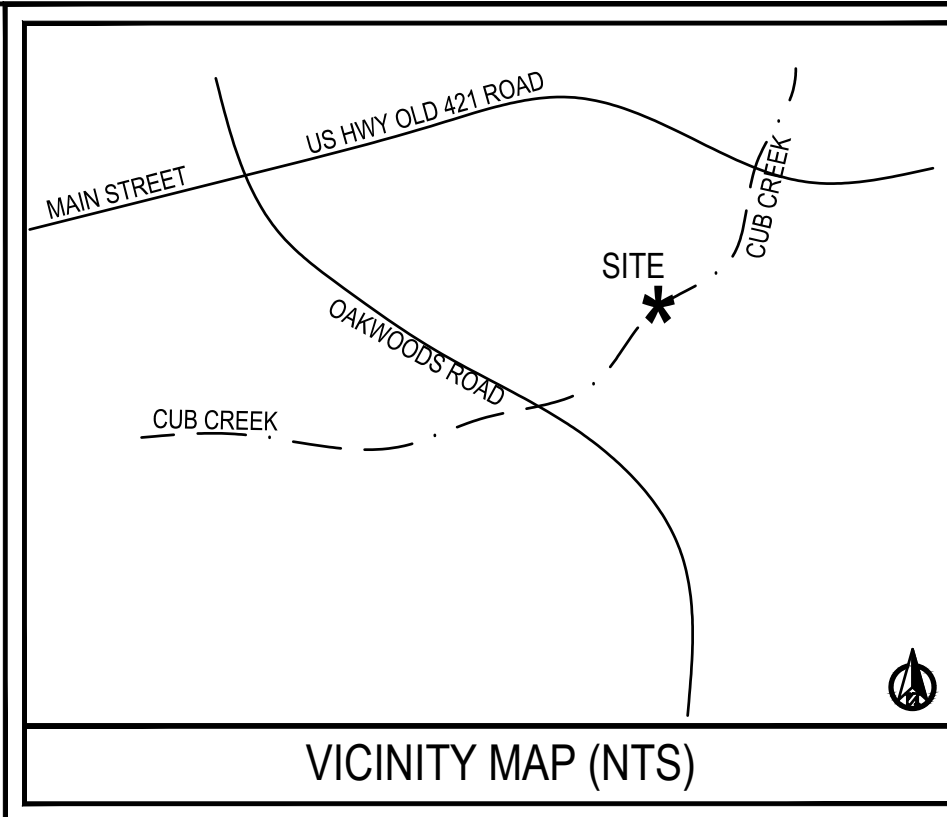
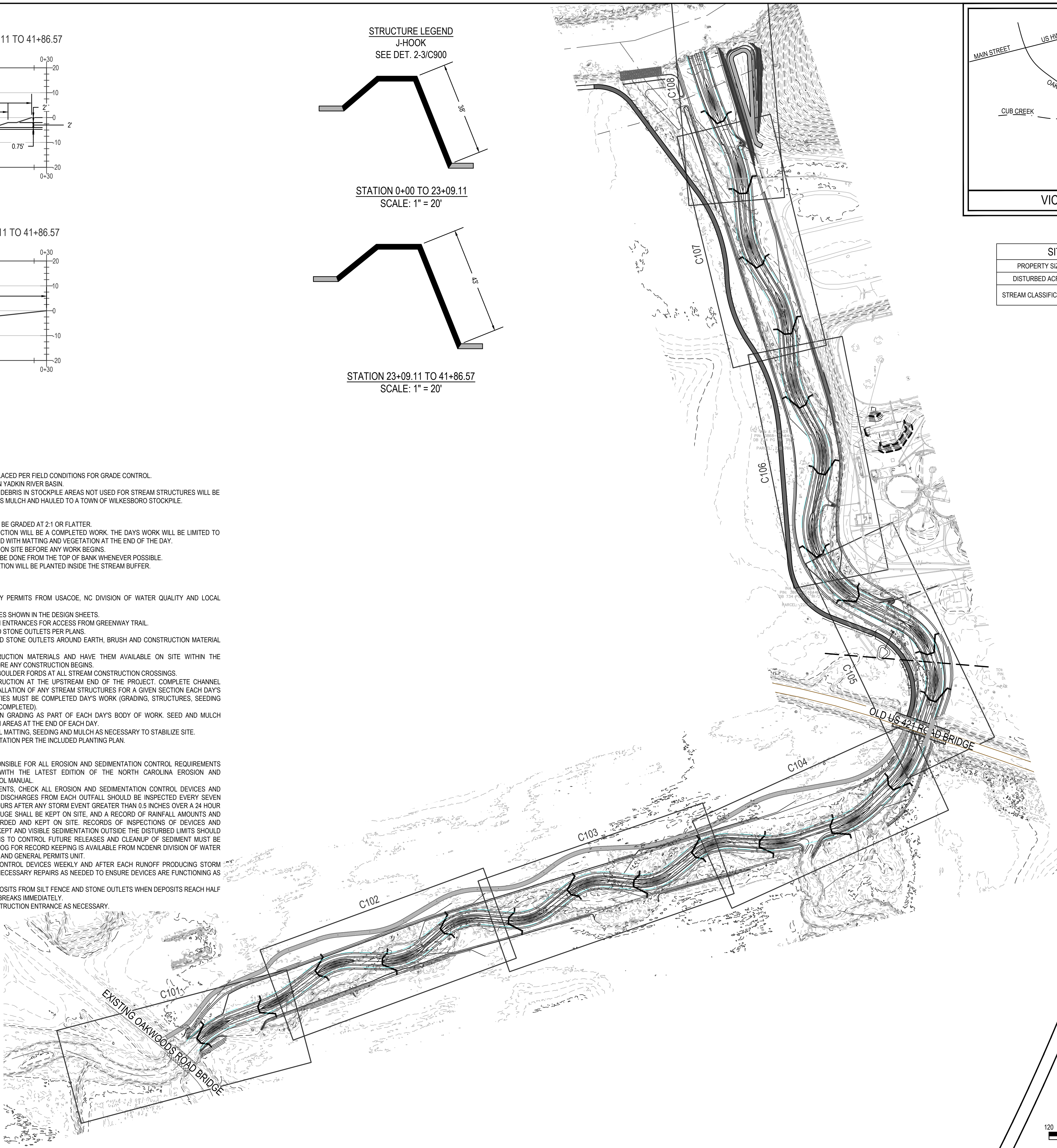
CONSTRUCTION SEQUENCE:

CUB CREEK UPSTREAM

- OBTAIN ALL NECESSARY PERMITS FROM USACOE, NC DIVISION OF WATER QUALITY AND LOCAL AUTHORITIES.
- STAKE OUT ALL FEATURES SHOWN IN THE DESIGN SHEETS.
- INSTALL CONSTRUCTION ENTRANCES FOR ACCESS FROM GREENWAY TRAIL.
- INSTALL SILT FENCE AND STONE OUTLETS PER PLANS.
- INSTALL SILT FENCE AND STONE OUTLETS AROUND EARTH, BRUSH AND CONSTRUCTION MATERIAL STOCKPILES.
- PROCURE ALL CONSTRUCTION MATERIALS AND HAVE THEM AVAILABLE ON SITE WITHIN THE STOCKPILE AREAS BEFORE ANY CONSTRUCTION BEGINS.
- INSTALL MUD-MATS OR BOULDER FORDS AT ALL STREAM CONSTRUCTION CROSSINGS.
- BEGIN STREAM CONSTRUCTION AT THE UPSTREAM END OF THE PROJECT. COMPLETE CHANNEL GRADING BEFORE INSTALLATION OF ANY STREAM STRUCTURES FOR A GIVEN SECTION EACH DAY'S CONSTRUCTION ACTIVITIES MUST BE COMPLETED DAY'S WORK (GRADING, STRUCTURES, SEEDING AND MATTING MUST BE COMPLETED).
- COMPLETE FLOOD PLAIN GRADING AS PART OF EACH DAY'S BODY OF WORK. SEED AND MULCH DISTURBED FLOODPLAIN AREAS AT THE END OF EACH DAY.
- INSTALL ANY ADDITIONAL MATTING, SEEDING AND MULCH AS NECESSARY TO STABILIZE SITE.
- INSTALL RIPARIAN VEGETATION PER THE INCLUDED PLANTING PLAN.

MAINTENANCE PLAN

- CONTRACTOR IS RESPONSIBLE FOR ALL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS AND SHALL COMPLY WITH THE LATEST EDITION OF THE NORTH CAROLINA EROSION AND SEDIMENTATION CONTROL MANUAL.
- PER NPDES REQUIREMENTS, CHECK ALL EROSION AND SEDIMENTATION CONTROL DEVICES AND STORMWATER RUNOFF DISCHARGES FROM EACH OUTFALL SHOULD BE INSPECTED EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OVER A 24 HOUR PERIOD. A RAINFALL GAUGE SHALL BE KEPT ON SITE, AND A RECORD OF RAINFALL AMOUNTS AND DATES MUST BE RECORDED AND KEPT ON SITE. RECORDS OF INSPECTIONS OF DEVICES AND OUTFALLS SHOULD BE KEPT AND VISIBLE SEDIMENTATION OUTSIDE THE DISTURBED LIMITS SHOULD BE NOTED. ANY ACTIONS TO CONTROL FUTURE RELEASES AND CLEANUP OF SEDIMENT MUST BE RECORDED. A SAMPLE LOG FOR RECORD KEEPING IS AVAILABLE FROM NCDENR DIVISION OF WATER QUALITY, STORMWATER AND GENERAL PERMITS UNIT.
- CHECK ALL EROSION CONTROL DEVICES WEEKLY AND AFTER EACH RUNOFF PRODUCING STORM EVENT AND MAKE ANY NECESSARY REPAIRS AS NEEDED TO ENSURE DEVICES ARE FUNCTIONING AS INTENDED.
- REMOVE SEDIMENT DEPOSITS FROM SILT FENCE AND STONE OUTLETS WHEN DEPOSITS REACH HALF CAPACITY, REPAIR ANY BREAKS IMMEDIATELY.
- REPLACE GRAVEL CONSTRUCTION ENTRANCE AS NECESSARY.



SITE INFORMATION	
PROPERTY SIZE	119.63 ACRES
DISTURBED ACRES	12.63± ACRES
STREAM CLASSIFICATIONS	CUB CREEK CLASS C, STREAM INDEX 12-41



05/05/2026



CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

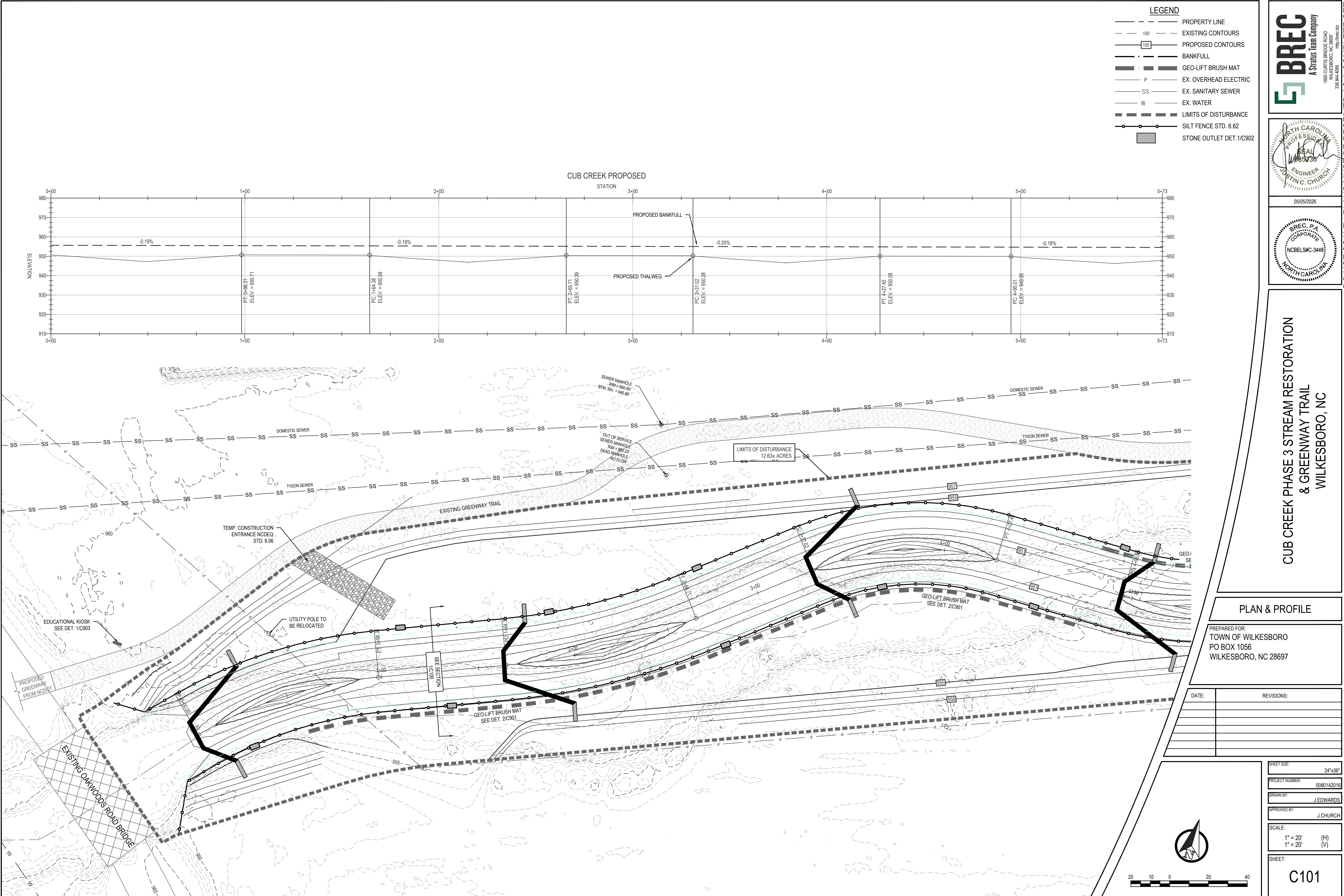
OVERALL PLAN

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

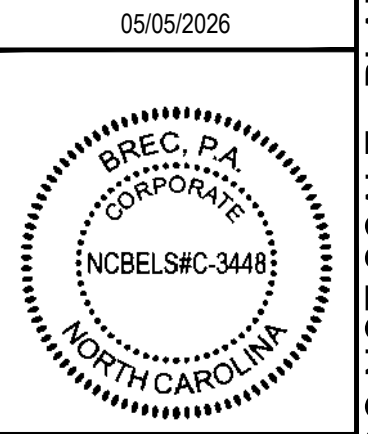
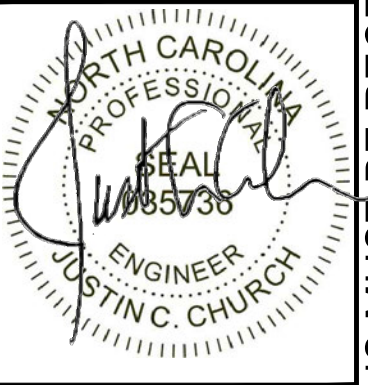
DATE:	REVISIONS:



SHEET SIZE	24"x36"
PROJECT NUMBER	0080142016
DRAWN BY	J. EDWARDS
APPROVED BY	J. CHURCH
SCALE	1" = 120' (H) (V)
SHEET	C100



- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - BANKFULL
 - GEO-LIFT BRUSH MAT
 - EX. OVERHEAD ELECTRIC
 - EX. SANITARY SEWER
 - EX. WATER
 - LIMITS OF DISTURBANCE
 - SILT FENCE STD. 6.62
 - STONE OUTLET DET. 1/C902



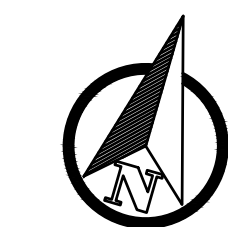
**CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC**

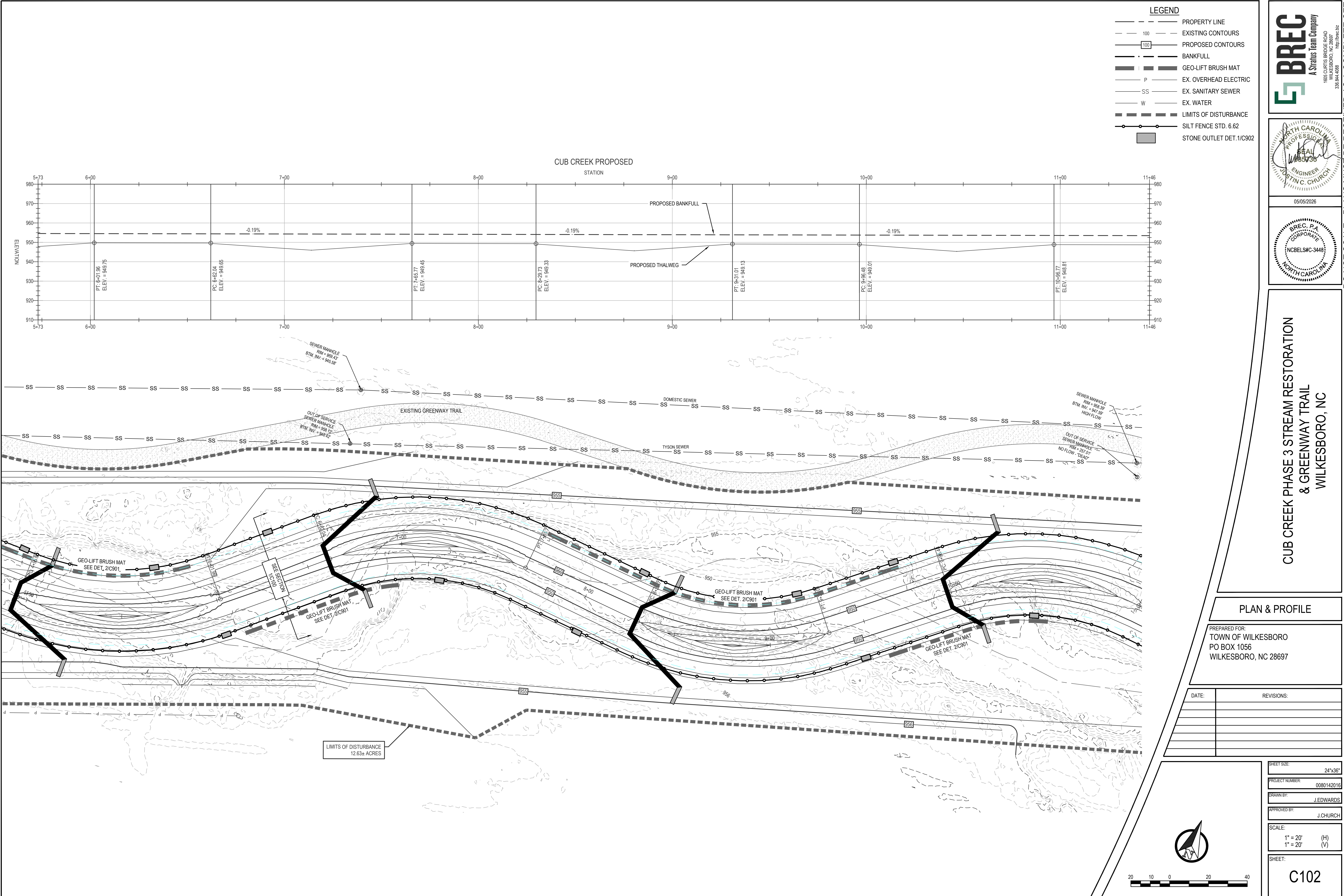
PLAN & PROFILE

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142016
DRAWN BY:	J.EDWARDS
APPROVED BY:	J.CHURCH
SCALE:	1" = 20' (H) 1" = 20' (V)
SHEET:	C101





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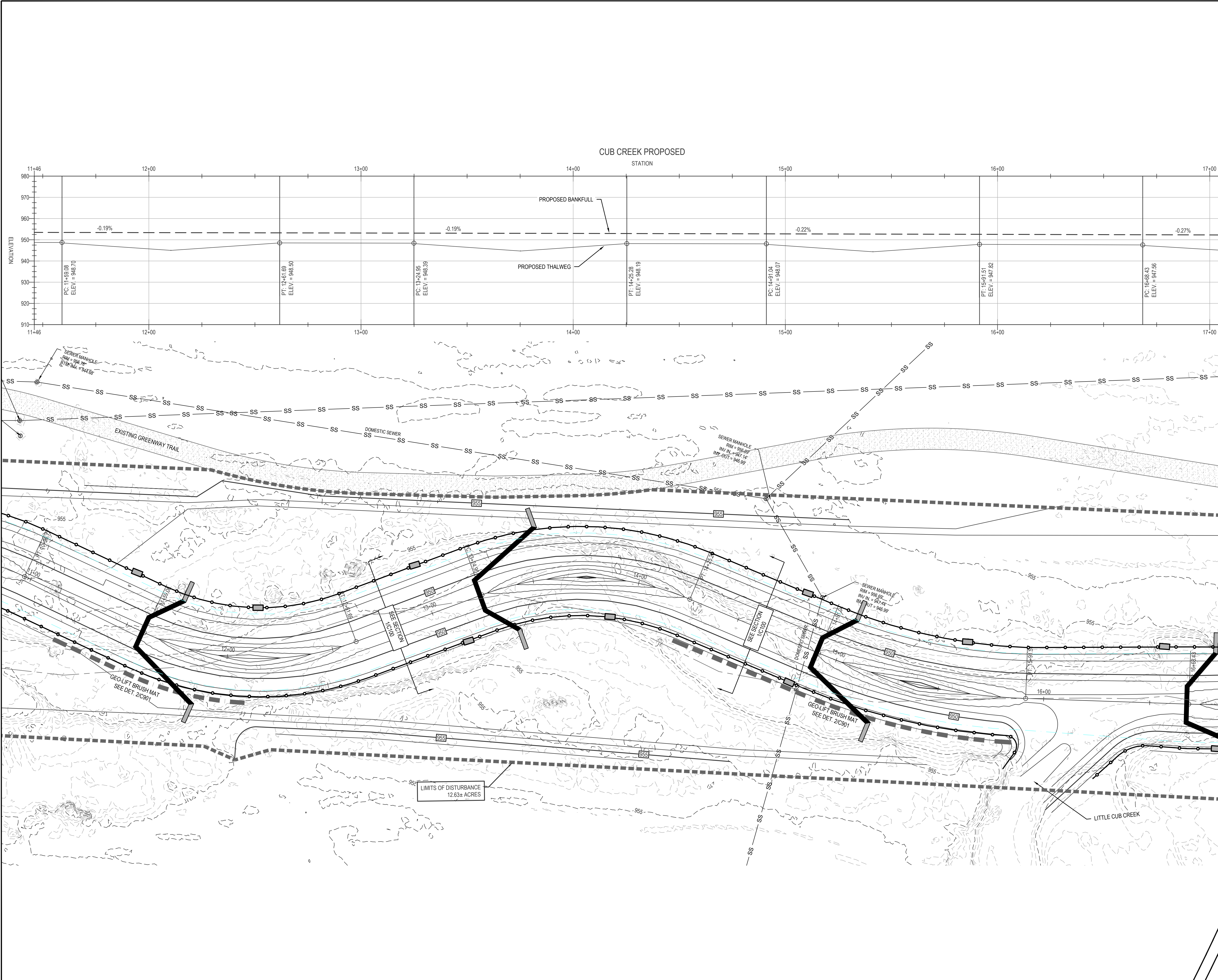
NORTH CAROLINA
PROFESSIONAL
ENGINEER
J. CHURCH
0085738

05/05/2026

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CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET



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ENGINEER
NORTH CAROLINA

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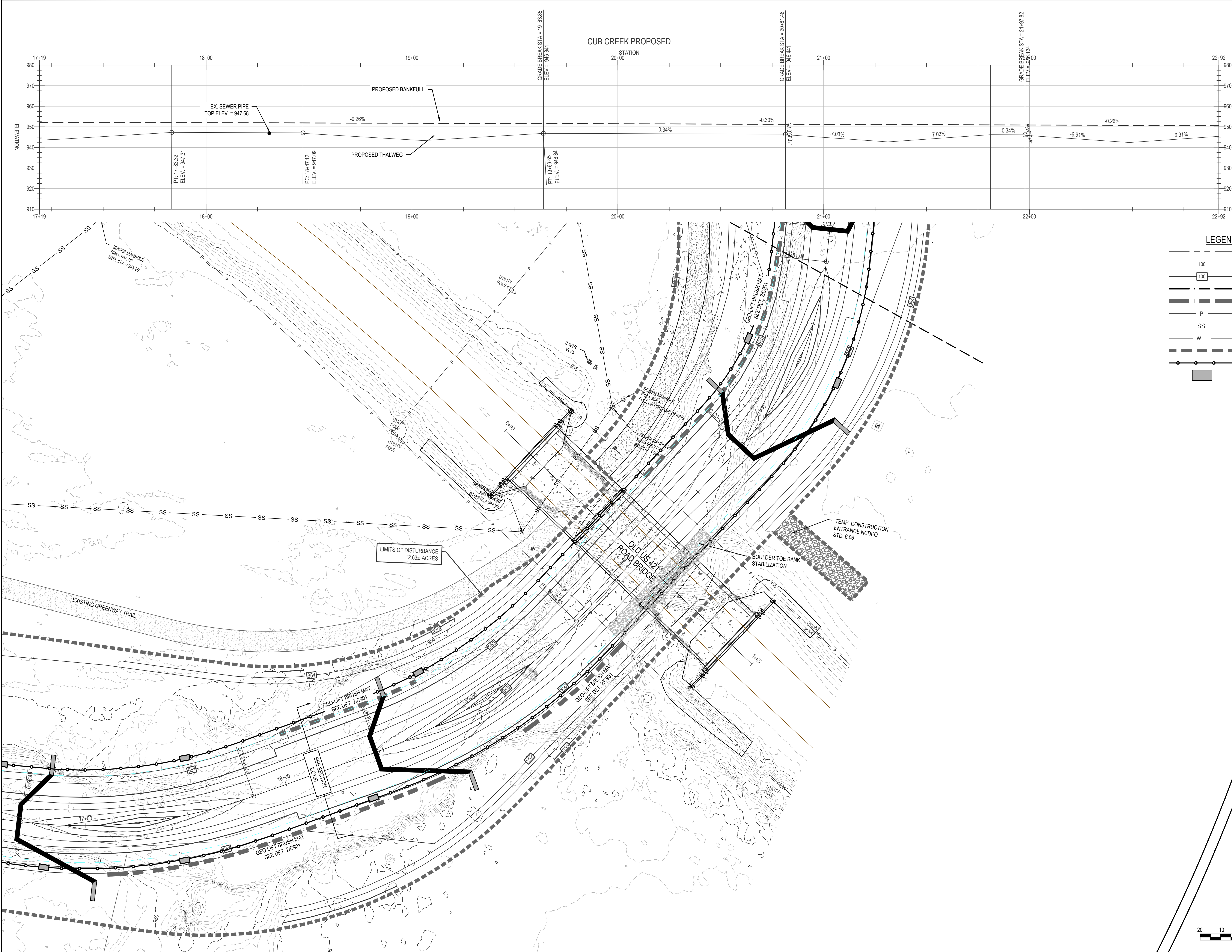
**CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC**

PLAN & PROFILE

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

SHEET SIZE: 24"x36"
PROJECT NUMBER: 0080142016
DRAWN BY: J. EDWARDS
APPROVED BY: J. CHURCH
SCALE: 1" = 20' (H)
1" = 20' (V)
SHEET: C103



- LEGEND**
- PROPERTY LINE
 - - - EXISTING CONTOURS
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 - - - EX. OVERHEAD ELECTRIC
 - - - EX. SANITARY SEWER
 - - - EX. WATER
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 - - - SILT FENCE STD. 6.62
 - - - STONE OUTLET DET. 1/C902

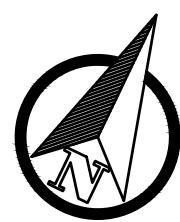


CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

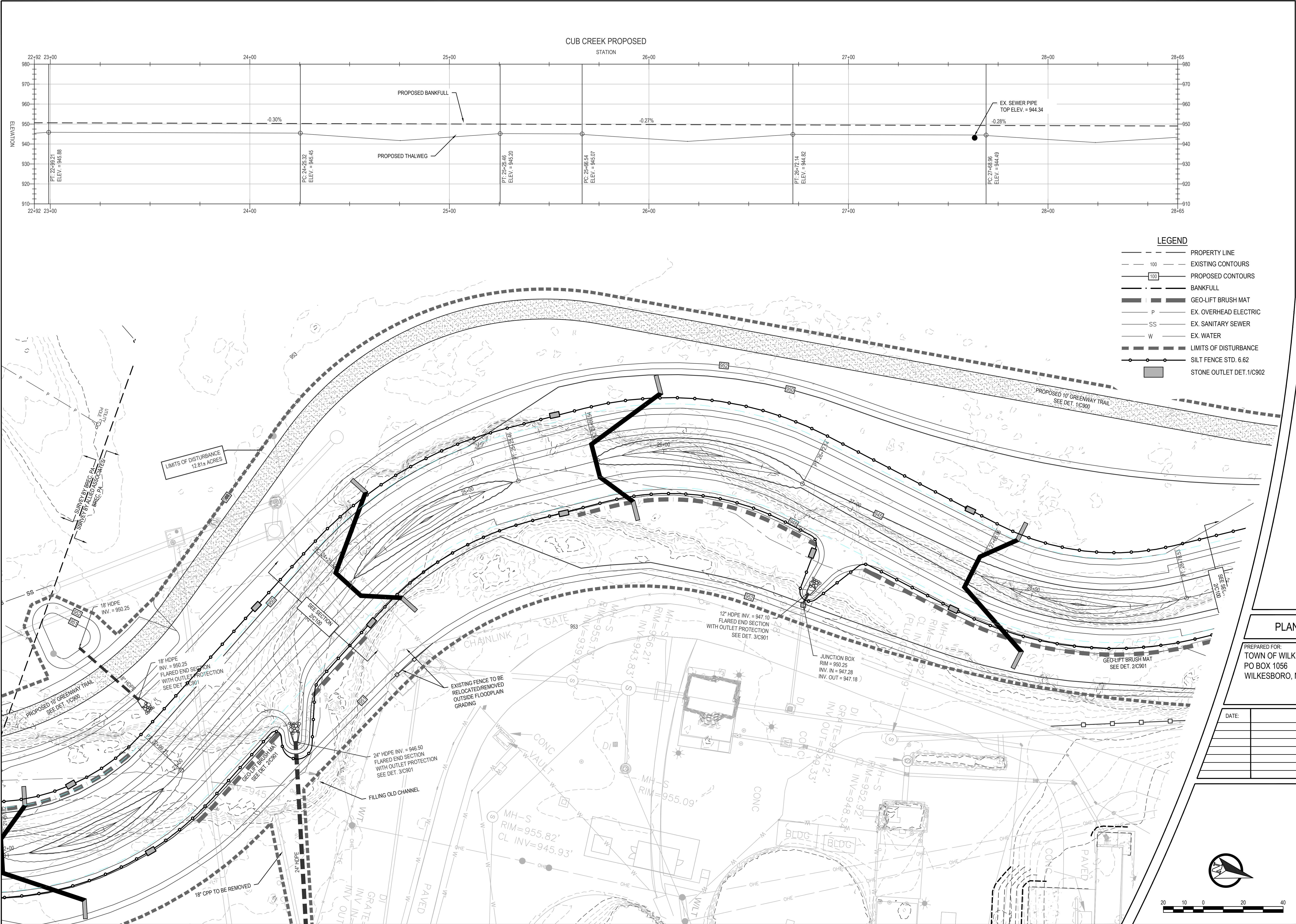
PLAN & PROFILE

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:



SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142016
DRAWN BY:	J.EDWARDS
APPROVED BY:	J.CHURCH
SCALE:	1" = 20' (H) 1" = 20' (V)
SHEET:	C104



LEGEND

- PROPERTY LINE
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NORTH CAROLINA

**CUB CREEK PHASE 3 & GREENWAY TRAIL
WILKESBORO, NC**

PLAN & PROFILE

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

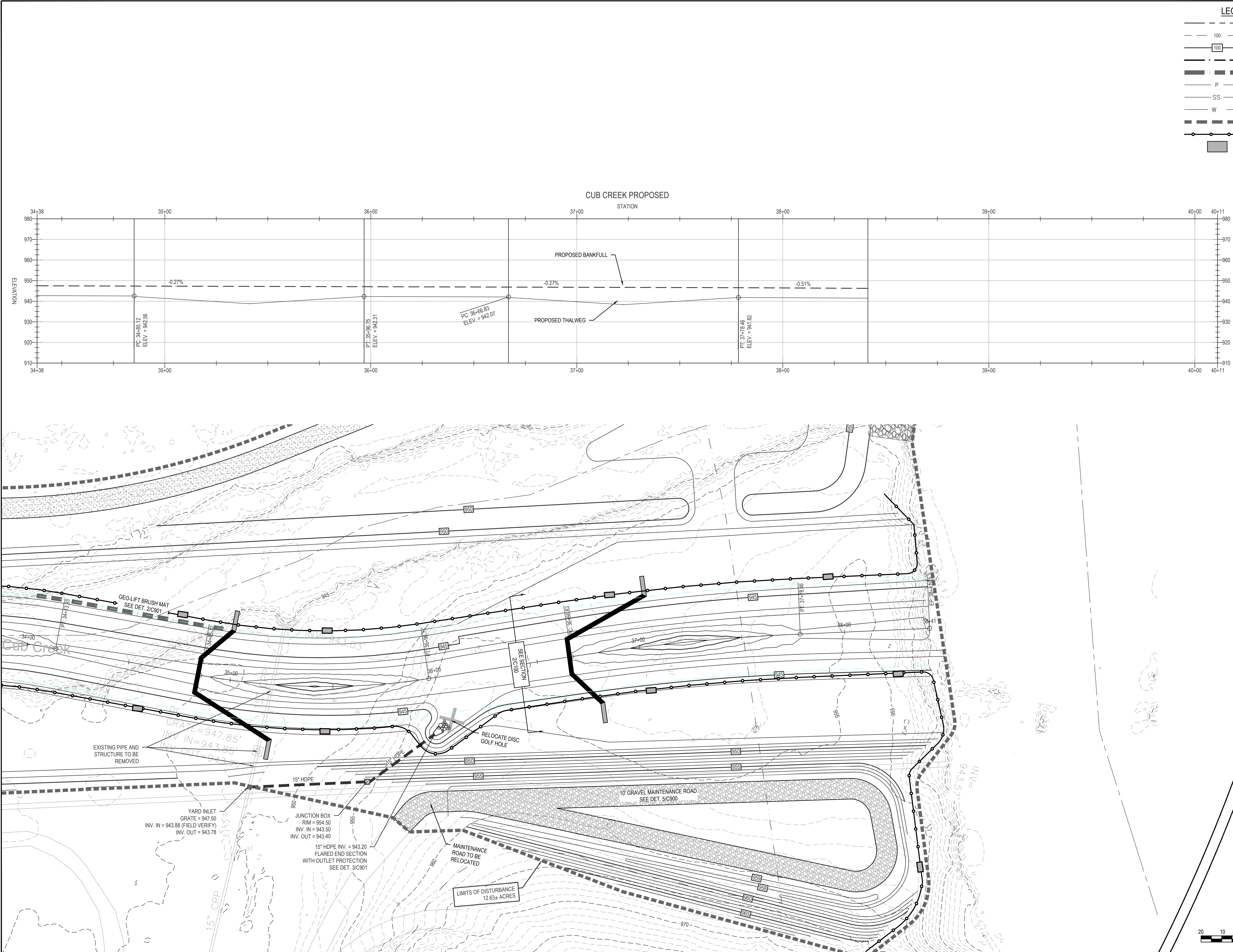
DATE:	REVISIONS:

SHEET SIZE: 24"x36"
PROJECT NUMBER: 0080142016
DRAWN BY: J. EDWARDS
APPROVED BY: J. CHURCH
SCALE: 1" = 20' (H)
1" = 20' (V)
SHEET: C105

DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET



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0855738

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NORTH CAROLINA

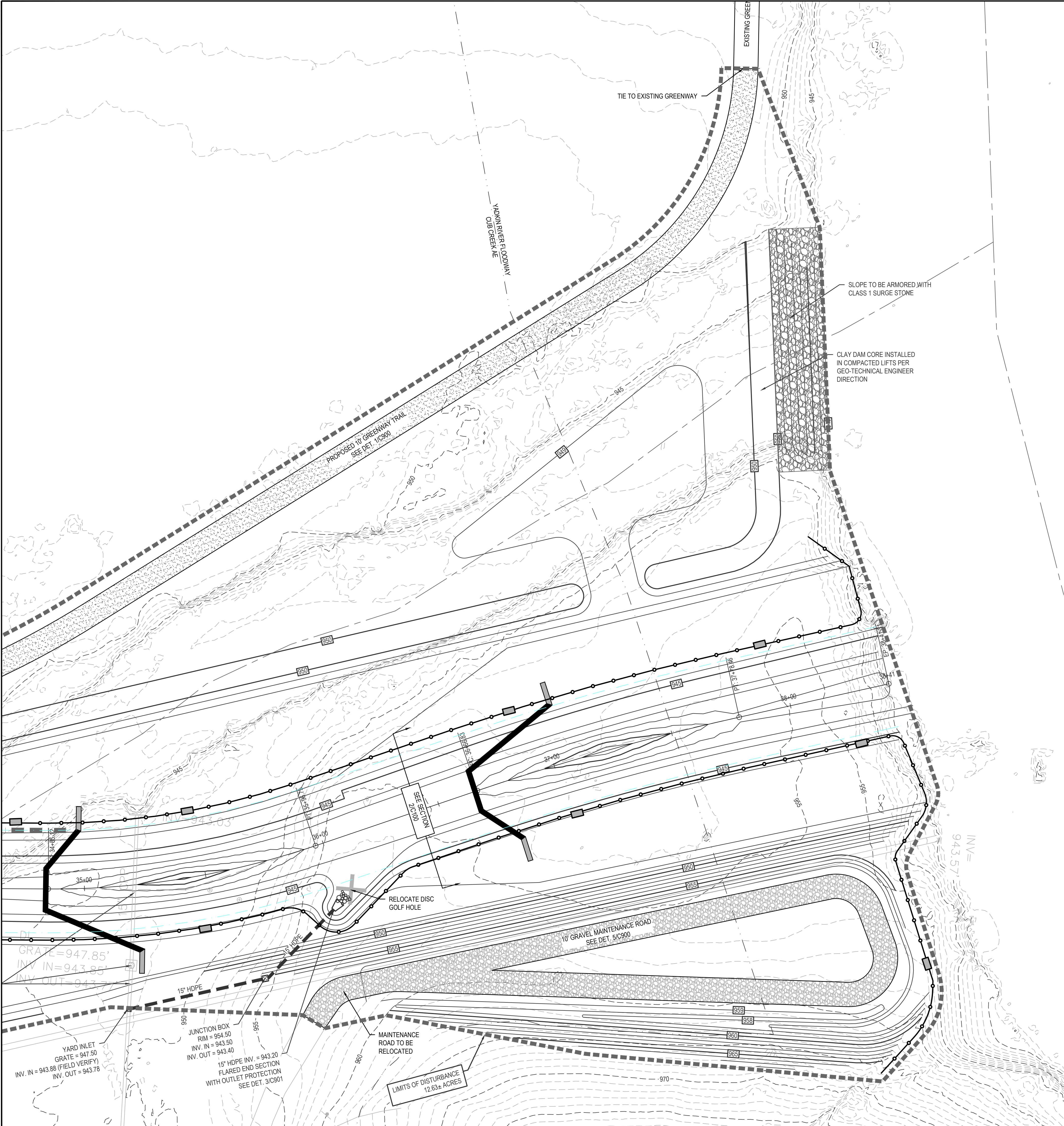
CUB CREEK PHASE 3 & GREENWAY TRAIL
WILKESBORO, NC

PLAN & PROFILE

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

SHEET SIZE: 24"x36"
PROJECT NUMBER: 0080142016
DRAWN BY: J. EDWARDS
APPROVED BY: J. CHURCH
SCALE: 1" = 20' (H)
1" = 20' (V)
SHEET: C107



- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOURS
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05/05/2026

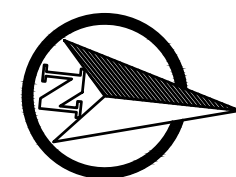


CUB CREEK PHASE 3 & GREENWAY TRAIL
WILKESBORO, NC

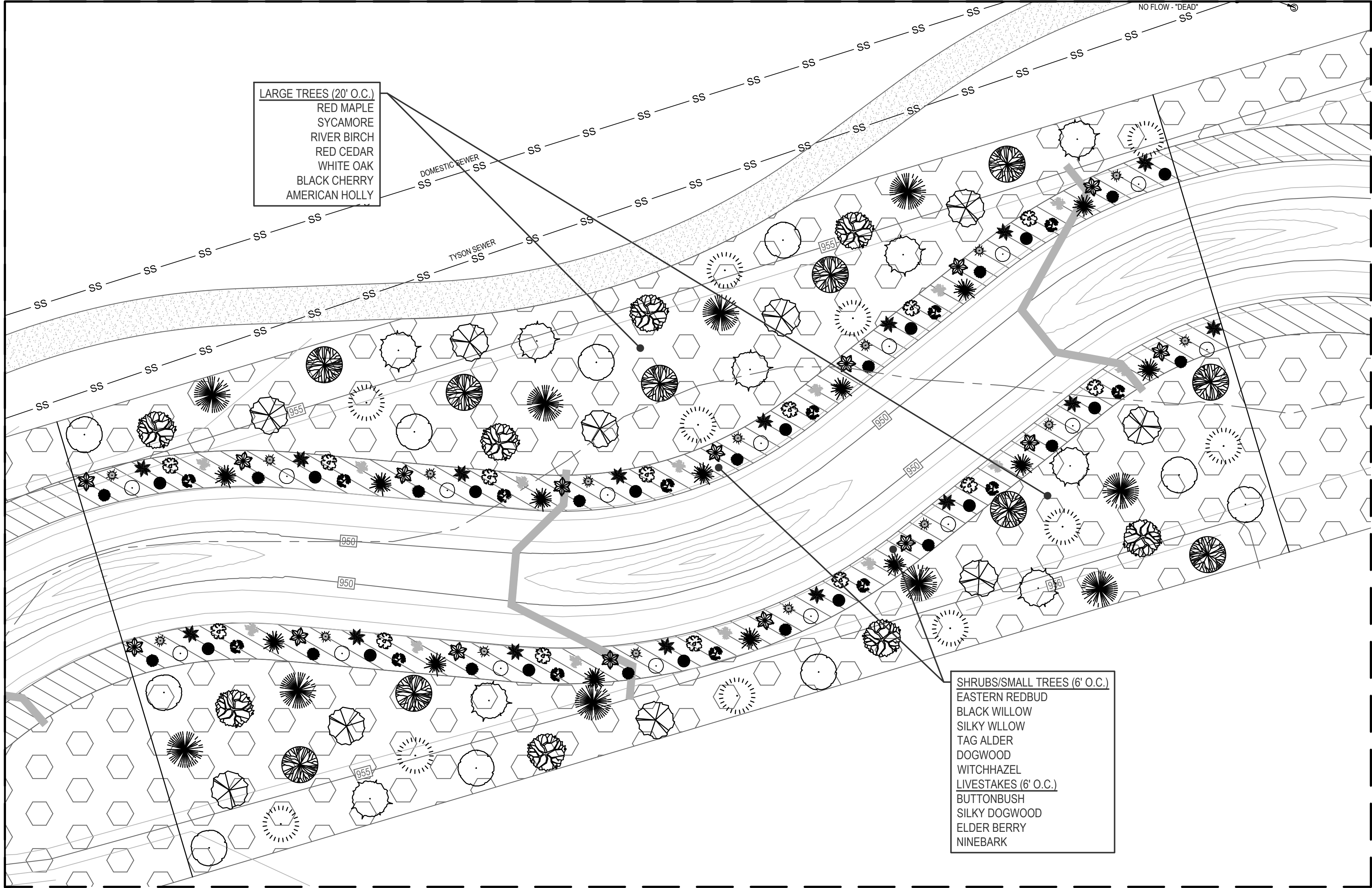
GRADING PLAN

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:



SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142016
DRAWN BY:	J.EDWARDS
APPROVED BY:	J.CHURCH
SCALE:	1" = 20' (H) 1" = 20' (V)
SHEET:	C108



TYPICAL MEANDER PLANTING PLAN
SCALE: 1" = 20'

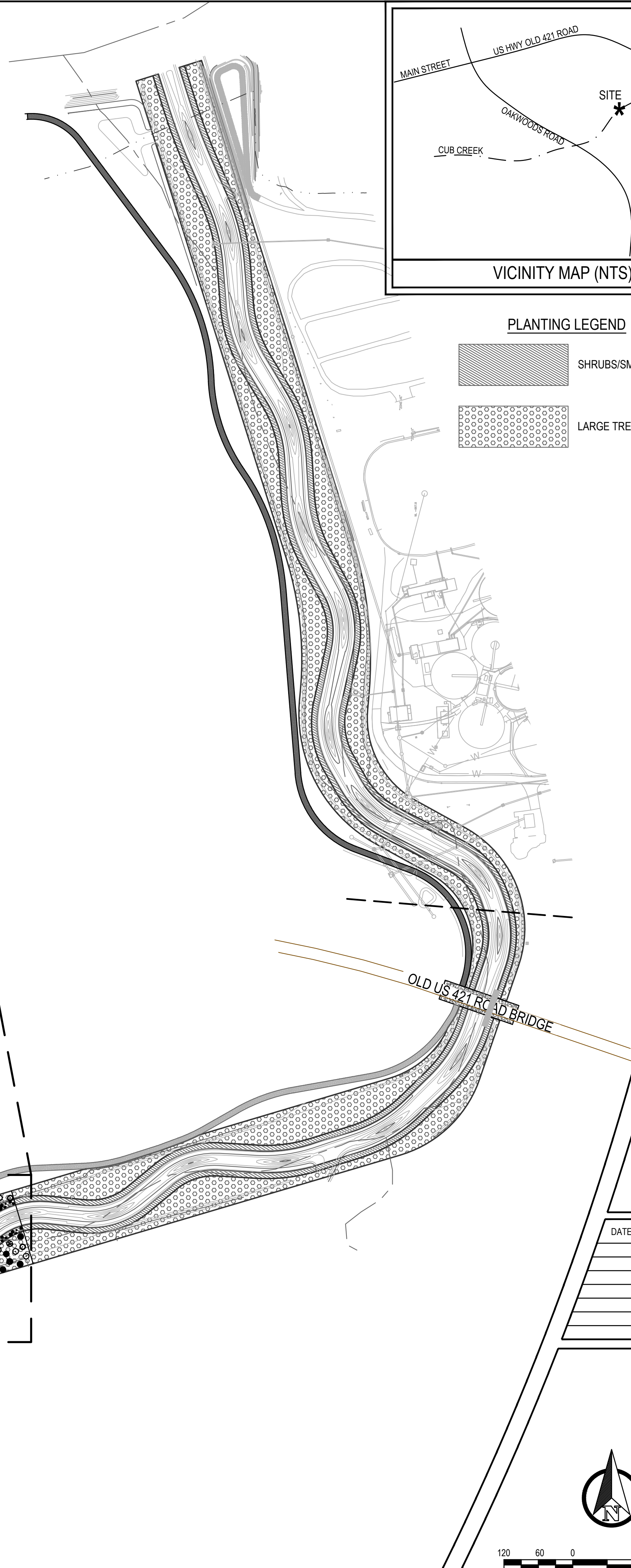
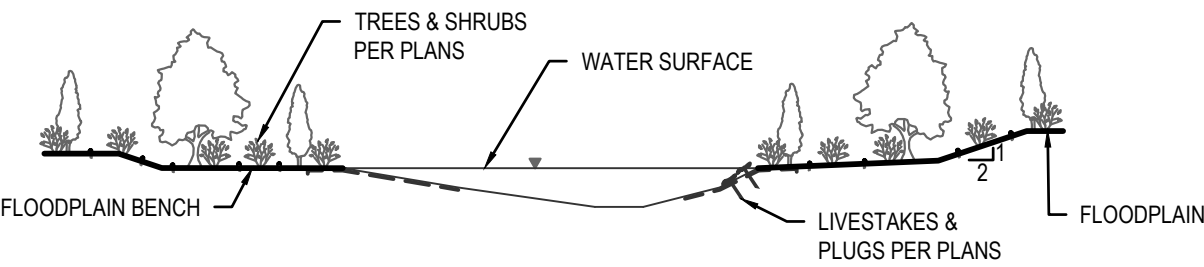
RIPARIAN PLANTING PLAN

BARE ROOTS WILL BE SELECTED FROM THE NATIVE VEGETATION SPECIES LISTED BELOW. TREES SHOULD BE PLANTED AT A DENSITY SUFFICIENT TO PROVIDE 320 TREES PER ACRE AT MATURITY. TO ACHIEVE THIS DENSITY, APPROXIMATELY 436 (10'x10' SPACING) TO 881 (8'x8' SPACING) TREES PER ACRE SHOULD BE PLANTED INITIALLY. SHRUBS SHOULD BE PLANTED AT A DENSITY SUFFICIENT TO PROVIDE 1200 SHRUBS PER ACRE. NO MORE THAN 20% OF ANY SPECIES SHALL BE USED. PLUGS SHALL BE USED AT THE SLOPE TOES AS NEEDED FOR STABILITY AND HABITAT.

WOODY VEGETATION NATIVE TO WESTERN NORTH CAROLINA

SHRUBS	
COMMON NAME	SCIENTIFIC NAME
*BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS
AMERICAN WITCH HAZEL	HAMAMELIS VIRGINIANA
*TAG ALDER	ALNUS SERRULATA
*ELDERBERRY	SAMBUCUS CANADENSIS
*SILKY DOGWOOD	CORNUS AMOMIUM
SILKY WILLOW	SALIX SERICEA
*NINEBARK	PHYSCOCARPUS
TREES	
BLACK WILLOW	SALIX NIGRA
EASTERN REDBUD	CERIS CANADENSIS
DOGWOOD	CORNUS
RED MAPLE	ACER RUBRUM
RIVER BIRCH	BETULA NIGRA
SYCAMORE	PLATANUS OCCIDENTALIS
EASTERN RED CEDAR	JUNIPERUS VIRGINIANA
WHITE OAK	QUERCUS ALBA
AMERICAN HOLLY	ILEX OPACA
BLACK CHERRY	PRUNUS SEROTINA

*SPECIES TO USE FOR LIVESTAKES



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NORTH CAROLINA
PROFESSIONAL
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1085738
ENGINEER
JUSTIN C. CHURCH

05/05/2026

BREC, P.A.
CORPORATE
NCBELS#C-34483
NORTH CAROLINA

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

PLANTING PLAN

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

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SHEET SIZE: 24"x36"

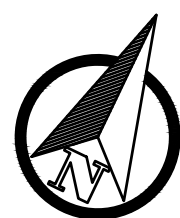
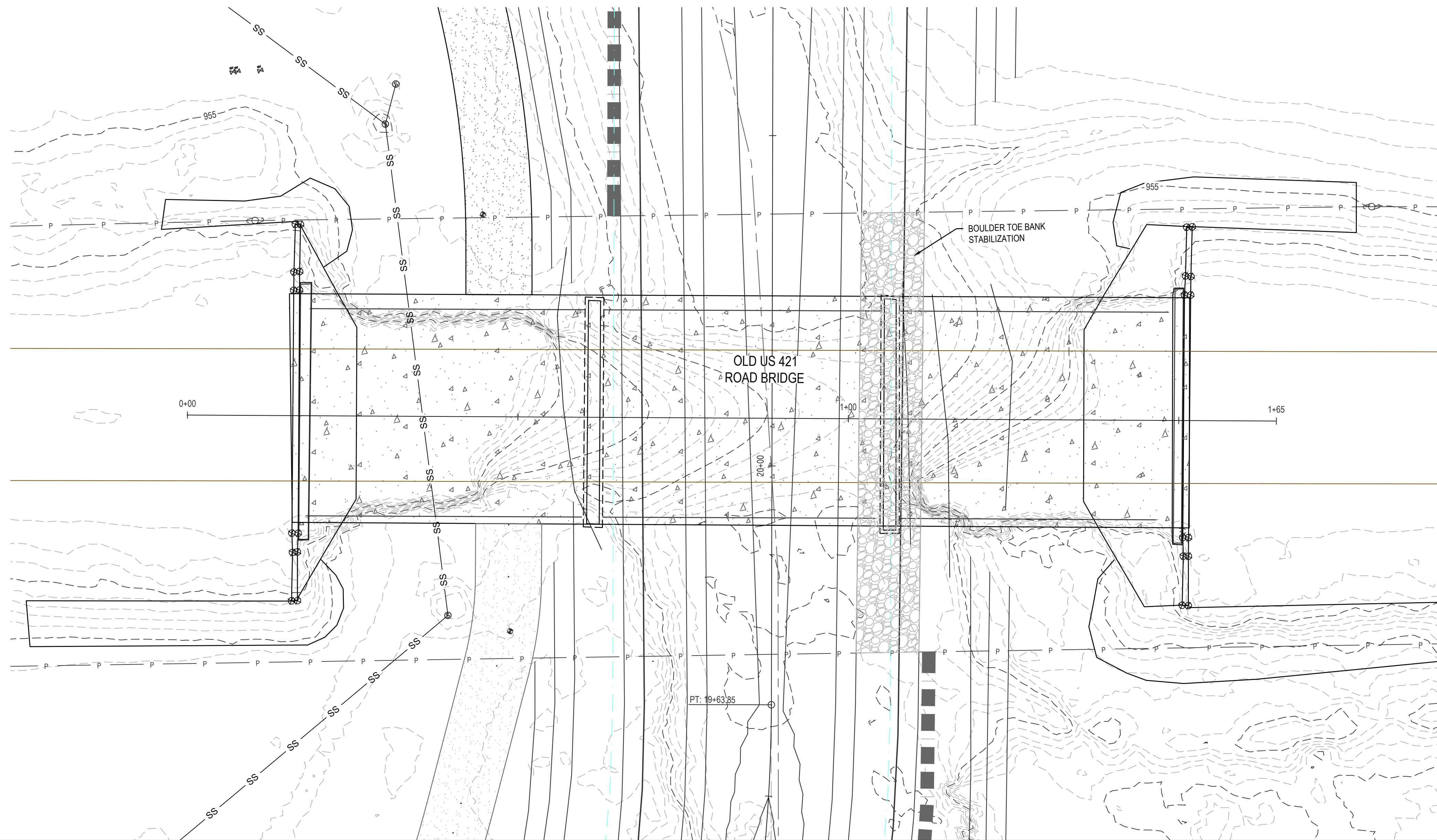
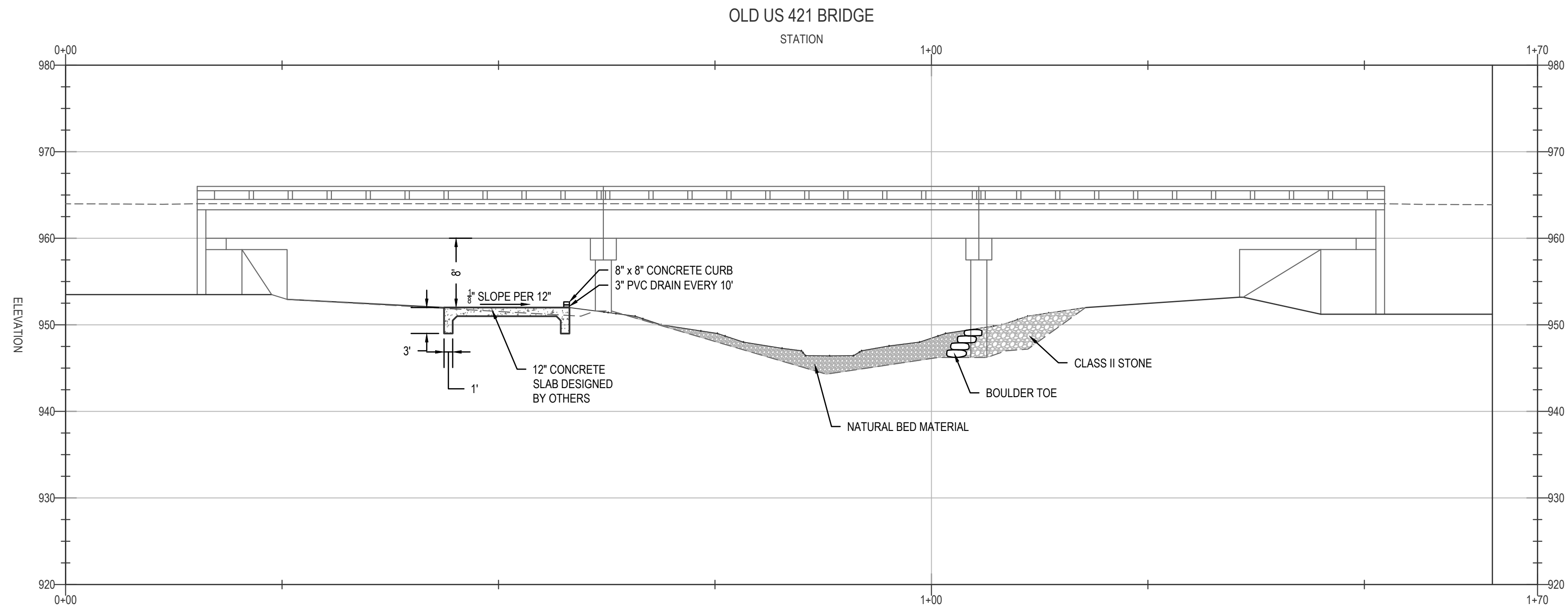
PROJECT NUMBER: 0080142016

DRAWN BY: J.EDWARDS

APPROVED BY: J.CHURCH

SCALE: 1" = 120' (H) (V)

SHEET: C109



BRIDGE ENCROACHMENT

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE: REVISIONS:

SHEET SIZE: 24"x36"

PROJECT NUMBER: 0080142016

DRAWN BY: J. EDWARDS

APPROVED BY: J. CHURCH

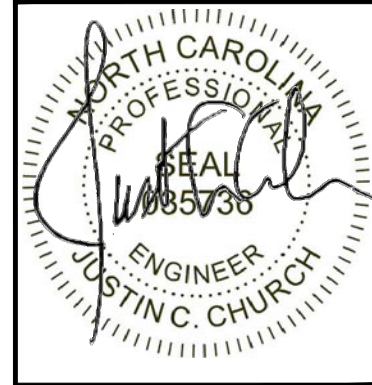
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SHEET: C110

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

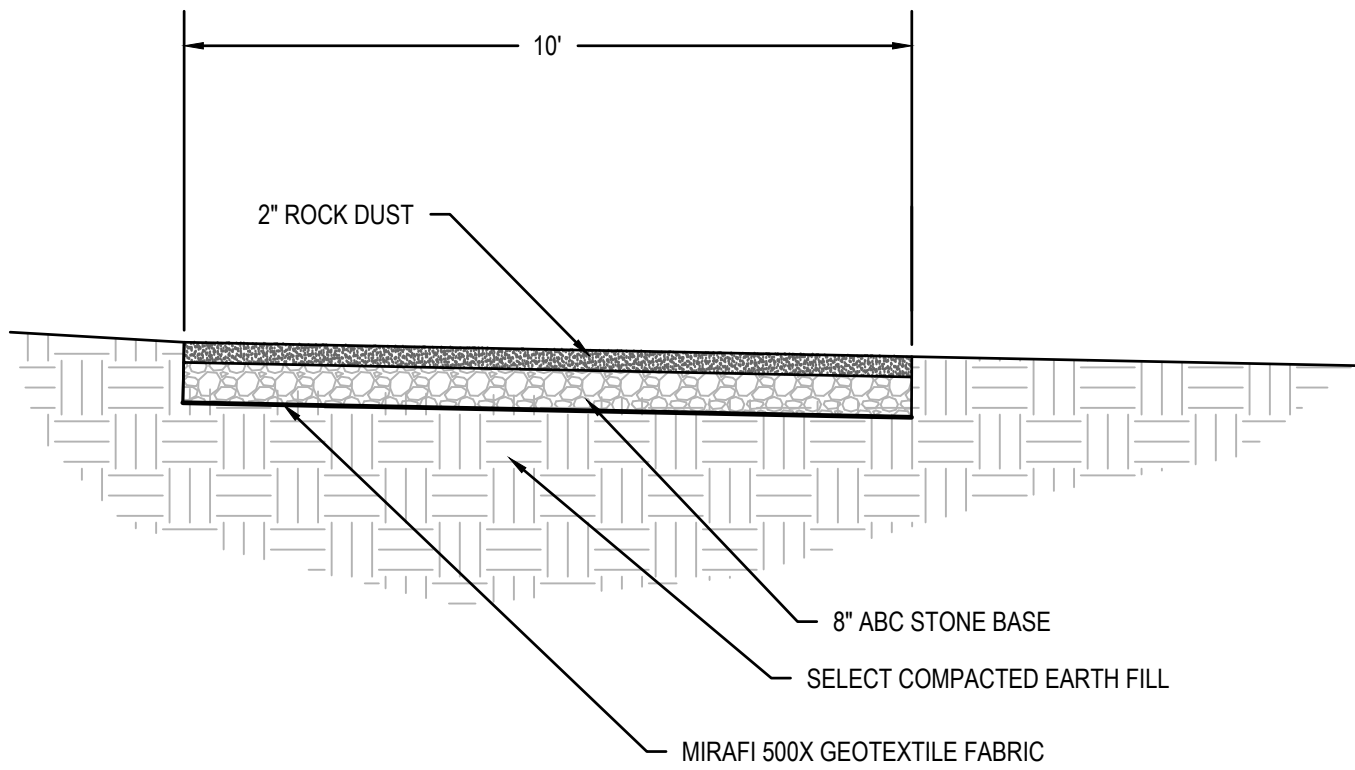


05/05/2026



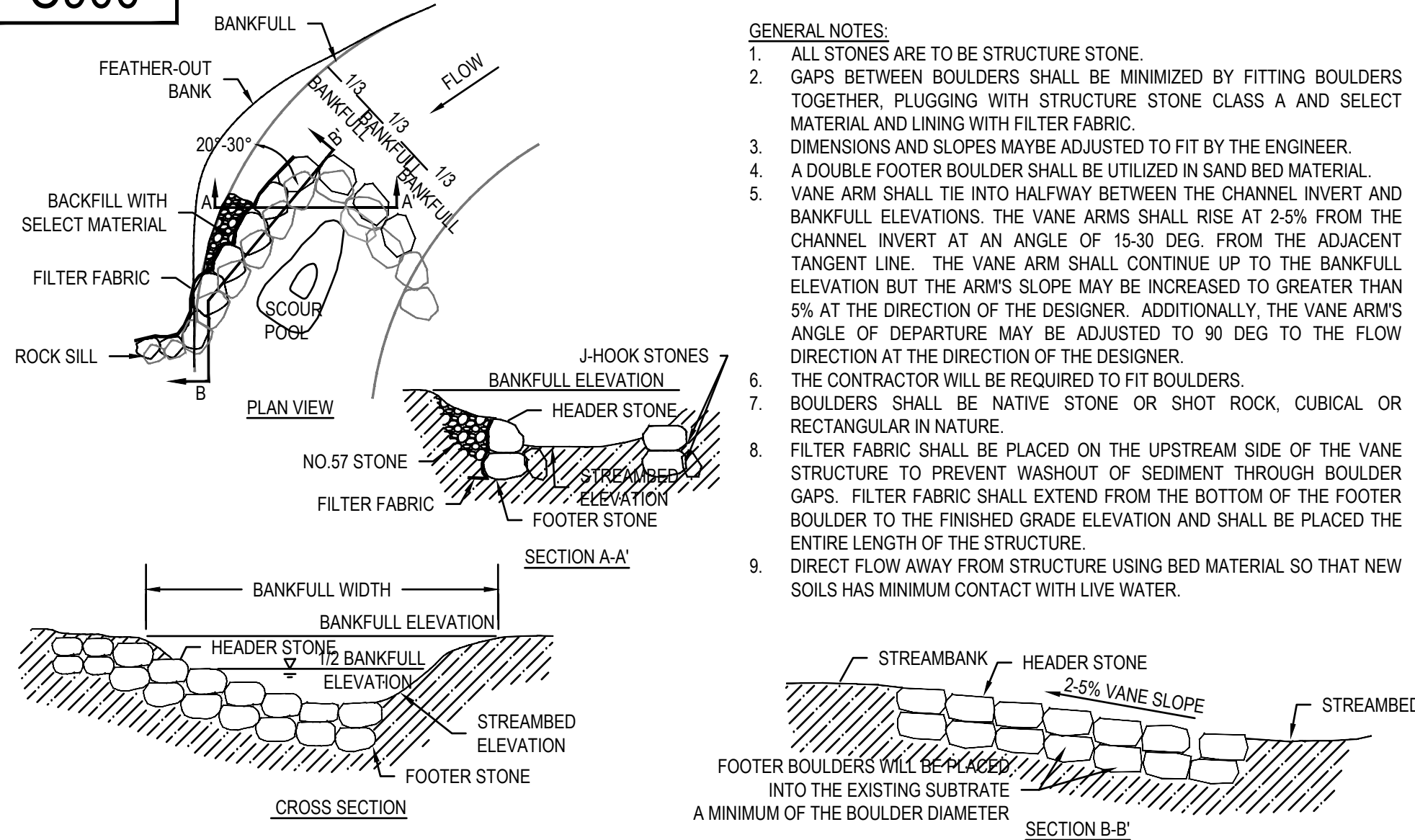
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TYPICAL GREENWAY SECTION



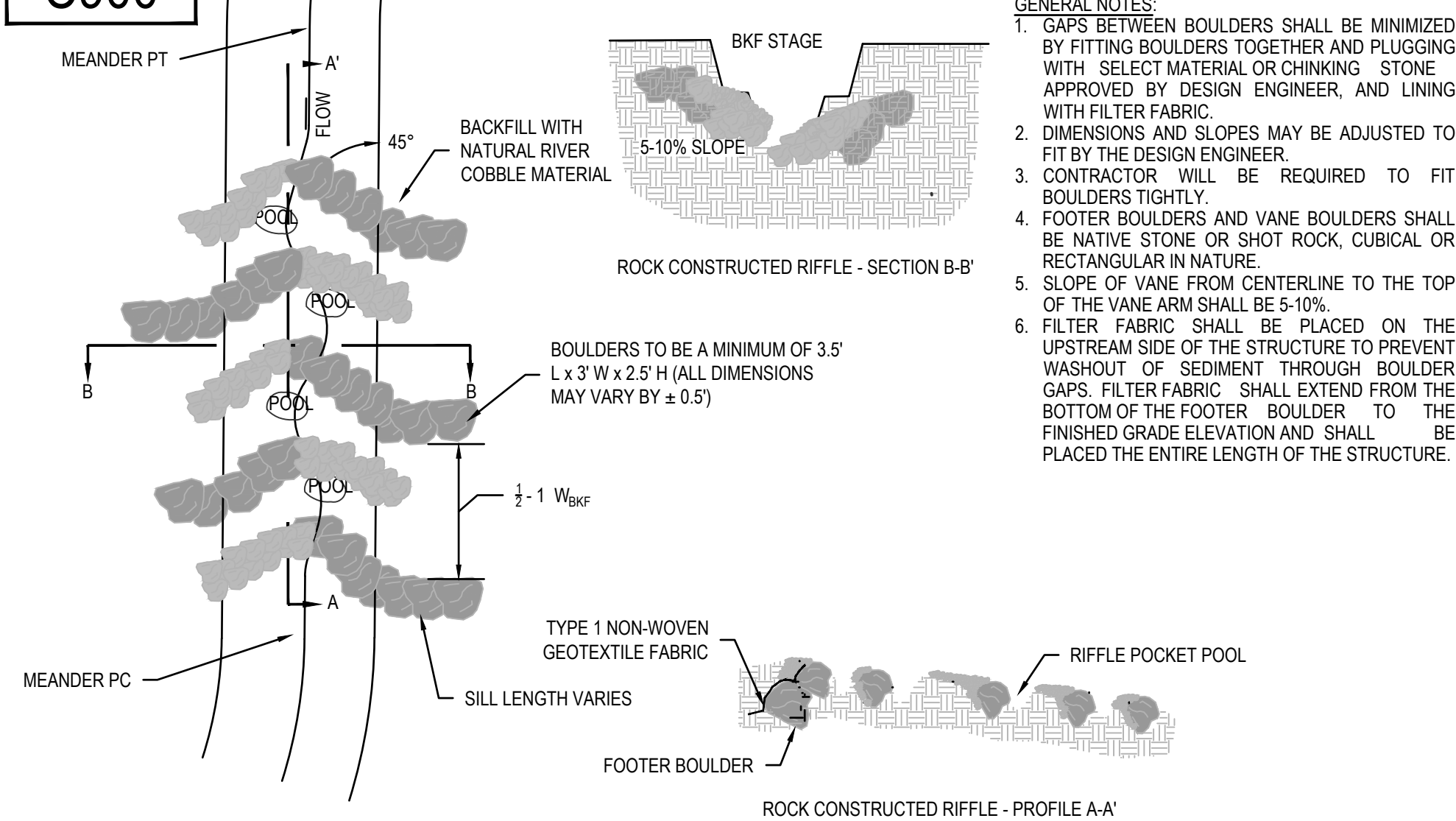
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ROCK J-HOOK VANE



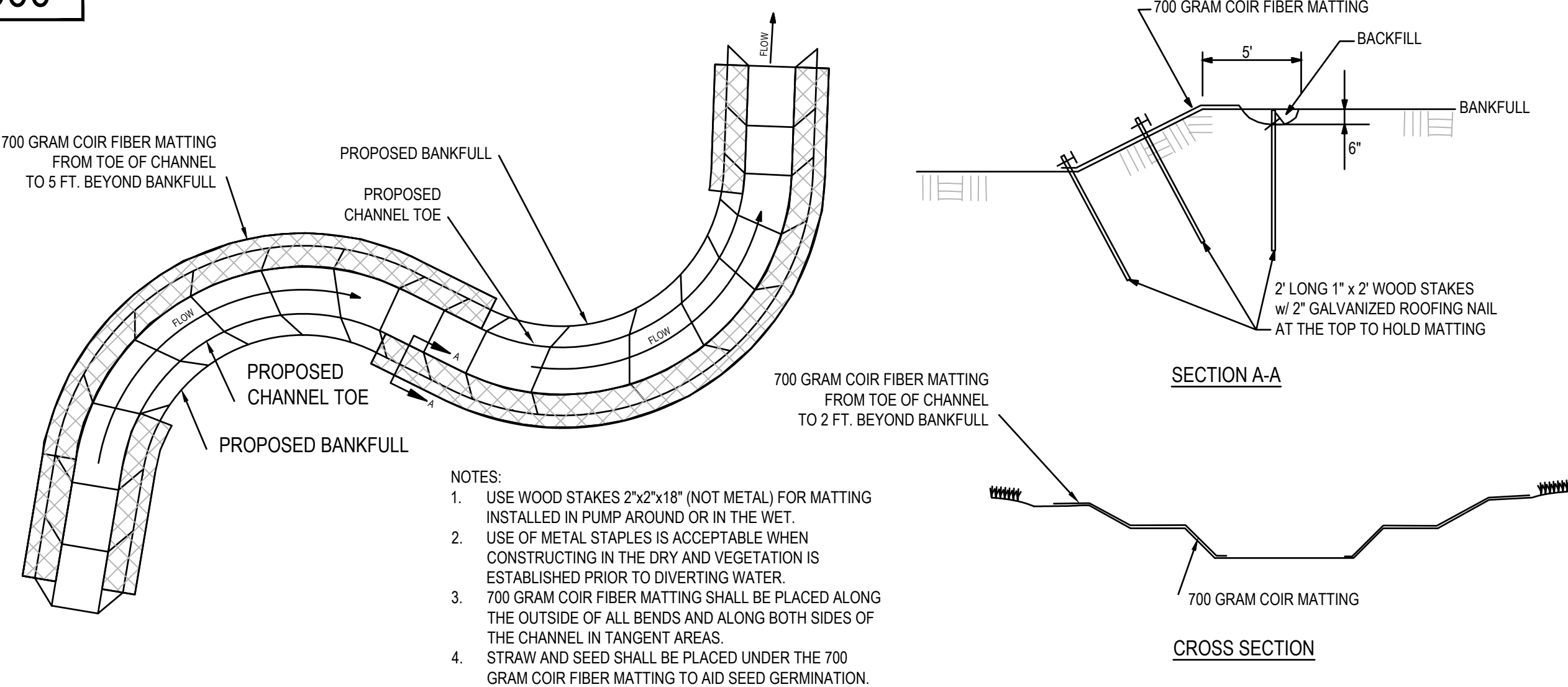
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CONSTRUCTED ROCK RIFFLE



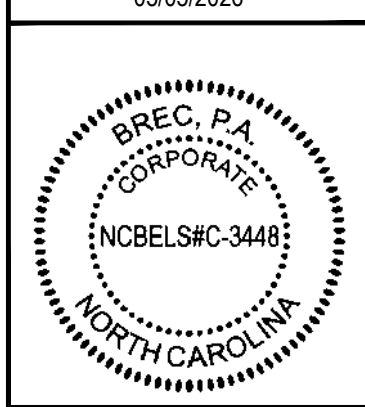
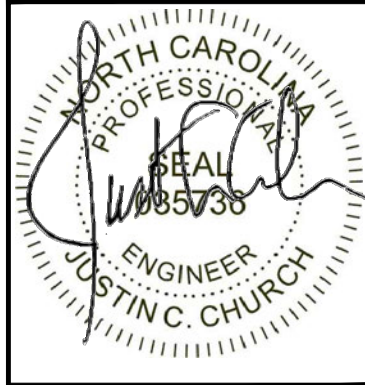
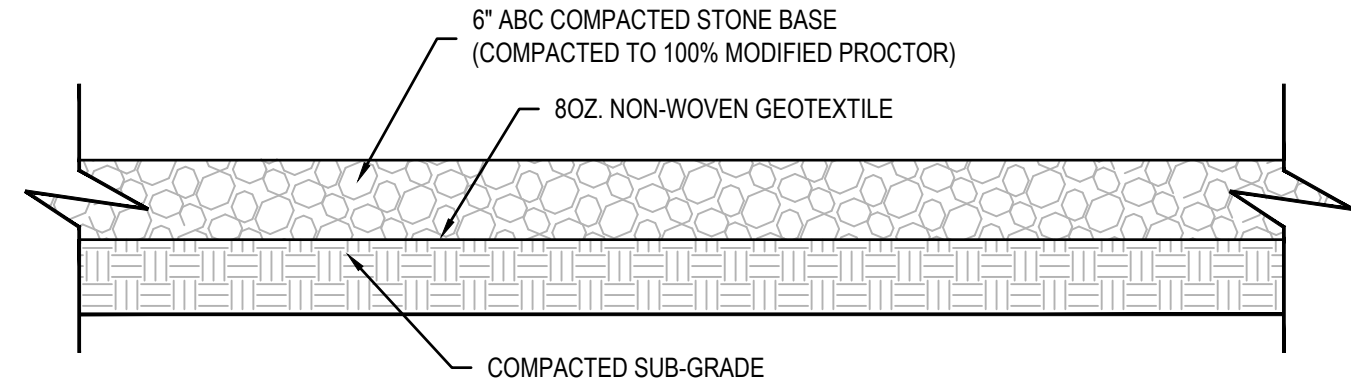
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C900

TYPICAL MATTING LOCATION DETAIL



5
C900

GRAVEL SECTION



CUB CREEK PHASE 3 STREAM RESTORATION
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WILKESBORO, NC

DETAILS

PREPARED FOR:
TOWN OF WILKESBORO
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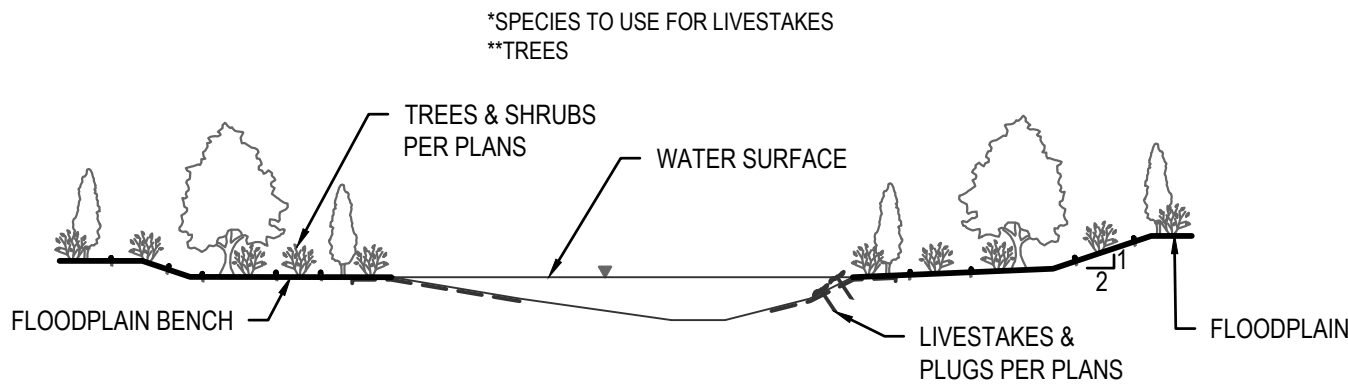
SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142016
DRAWN BY:	J.EDWARDS
APPROVED BY:	J.CHURCH
SCALE:	NTS (H) (V)
SHEET:	C900

RIPARIAN PLANTING PLAN

BARE ROOTS WILL BE SELECTED FROM THE NATIVE VEGETATION SPECIES LISTED BELOW. TREES SHOULD BE PLANTED AT A DENSITY SUFFICIENT TO PROVIDE 320 TREES PER ACRE AT MATURITY. TO ACHIEVE THIS DENSITY, APPROXIMATELY 436 (10'X10' SPACING) TREES PER ACRE SHOULD BE PLANTED INITIALLY. SHRUBS SHOULD BE PLANTED AT A DENSITY SUFFICIENT TO PROVIDE 1200 SHRUBS PER ACRE. NO MORE THAN 20% OF ANY SPECIES SHALL BE USED. PLUGS SHALL BE USED AT THE SLOPE TOES AS NEEDED FOR STABILITY AND HABITAT.

WOODY VEGETATION NATIVE TO WESTERN NORTH CAROLINA

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AMERICAN WITCH HAZEL	HAMAMELIS VIRGINIANA
*TAG ALDER	ALNUS SERRULATA
*CAROLINA WILLOW	SALIX CAROLINIANA
*ELDERBERRY	SAMBUCUS CANADENSIS
RED CHOCKEBERRY	ARONIA ARBUTIFOLIA
*SILKY DOGWOOD	CORNUS AMOMIUM
*SILKY WILLOW	SALIX SERICEA
WINTERBERRY	ILEX VERTICILLATA
*NINE BARK	PHYSOCARPUS
TREES	
**BLACK WILLOW	SALIX NIGRA
**RED MAPLE	ACER RUBRUM
**RIVER BIRCH	BETULA NIGRA
**SYCAMORE	PLATANUS OCCIDENTALIS



E&SC TEMPORARY SEEDING SCHEDULE

MOUNTAINS		
SEEDING DATES	SPECIES	RATE (lb/acre)
ABOVE 2500 FEET: FEB. 15 - MAY 15 BELOW 2500 FEET: FEB. 1 - MAY 1	RYE (GRAIN)	120
	ANNUAL LESPEDEZA (KOREAN)	50
MAY 15 - AUG. 15	GERMAN MILLET	40
AUG. 15 - DEC. 15	RYE (GRAIN)	120
PIEDMONT		
SEEDING DATES	SPECIES	RATE (lb/acre)
JAN. 1 - MAY 1	RYE (GRAIN)	120
	ANNUAL LESPEDEZA (KORE)	50
MAY 1 - AUG. 15	GERMAN MILLET	40
AUG. 15 - DEC. 20	RYE (GRAIN)	120
COASTAL PLAIN		
SEEDING DATES	SPECIES	RATE (lb/acre)
DEC. 1 - APRIL 15	RYE (GRAIN)	120
	ANNUAL LESPEDEZA (KORE)	50
APRIL 15 - AUG. 15	GERMAN MILLET	40
AUG. 15 - DEC. 30	RYE (GRAIN)	120

SOIL AMENDMENTS
FOLLOW RECOMMENDATIONS OF SOIL TEST OR APPLY 2000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER. INCREASE FERTILIZER RATE TO 1000 LB/ACRE IN THE FALL.
MULCH
APPLY 4000-5000 LB/ACRE GRAIN STRAW OR EQUIVALENT COVER OR ANOTHER SUITABLE MULCHING MATERIAL. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
REFERTILIZE IF GROWTH IN NOT FULLY ADEQUATE. RESEED, FERTILIZER, AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOREAN LESPEDEZA IN LATE FEBRUARY OR EARLY MARCH.

SOIL PREPARATION:
SOIL TEST: SOIL TESTING WILL DETERMINE WHETHER THE SOIL PH AND NUTRIENT (PHOSPHORUS, POTASSIUM, CALCIUM AND MAGNESIUM) LEVELS ARE IN A RANGE THAT FAVOR TURFGRASS GROWTH. THE SOIL TEST REPORT WILL INDICATE NEEDED AMOUNTS OF FERTILIZER AND/OR LIME.

CLEAN AND ROUGH GRADE: REMOVE ALL DEBRIS FROM THE LOCATION TO BE PLANTED. THIS INCLUDES ROCKS, BOTTLES, LARGE ROOTS AND OLD TREE TRUNKS. IF EXTENSIVE GRADING IS NEEDED, REMOVE THE TOPSOIL AND STOCKPILE IT FOR REPLACEMENT AFTER THE ROUGH GRADE IS ESTABLISHED.

THE SUBSURFACE MAY BECOME COMPACTED DURING ROUGH GRADING, ESPECIALLY IF THE GROUND IS WET. THIS COMPACTED LAYER MUST BE BROKEN UP. A SPRING-TOOTH HARROW WORKS WELL ON LIGHTLY COMPACTED SOILS; A SMALL ROTOTILLER MAY BE NEEDED FOR MORE HEAVILY COMPACTED SITES.

DEEP TILLAGE: ROTOTILLING LOOSENS COMPACTED SOIL AND IMPROVES THE SPEED AND DEPTH OF ROOTING. A TRACTOR-MOUNTED OR SELF-PROPELLED TILLER WILL ADEQUATELY TILL THE SOIL. TAKE CARE NOT TO DESTROY THE EXISTING TREES IN THE LAWN. CUTTING TOO MANY TREE ROOTS DURING SOIL TILLAGE CAN SEVERELY DAMAGE OR KILL A TREE. TREES CAN ALSO BE SUFFOCATED BY DEEPLY COVERING THE ROOTS WITH SOIL. IF ADDITIONAL SOIL IS NECESSARY AT A TREE BASE, CONSTRUCT A "TREE WELL."

REPLACE THE TOPSOIL: ONCE THE SUBSURFACE IS ESTABLISHED, RETURN THE TOPSOIL AND SPREAD UNIFORMLY OVER THE ENTIRE AREA. ALLOW FOR AT LEAST 6 TO 8 INCHES OF DEPTH AFTER THE SOIL HAS SETTLED. THIS MEANS PLACING ABOUT 8 TO 10 INCHES OF TOPSOIL OVER THE SUBSURFACE. IMPROVE THE SOIL BY ADDING ORGANIC MATTER. THIS IMPROVES WATER RETENTION IN SANDY SOILS AND DRAINAGE IN CLAY SOILS AND REDUCES FERTILIZER LEACHING.

RIPARIAN SEEDING SCHEDULE

* FOR USE WITHIN 25' RIPARIAN BUFFER. SEE E&SC SEEDING SCHEDULE FOR NON-BUFFER SEEDING SPECS.

SEEDING MIXTURE

SPECIES	% COMPOSITION
PANICUM VIRGATUM (SWITCHGRASS)	10
PANICUM CLANDESTINUM (DEER TONGUE)	10
JUNCUS EFFUSUS (SOFT RUSH)	10
CAREX VULPINOIDEA (FOX SEDGE)	10
SORGHASTRUM NUTANS (INDIAN GRASS)	10
CHASMANTHIUM LATIFOLIUM (RIVER OATS)	10
ELYMUS HYSTRIX (BOTTLEBRUSH GRASS)	10
VERNONIA GIGANTEA (GIANT IRONWEED)	5
RUBECKIA HIRTA (BLACK EYED SUSAN)	5
EUPATORIUM FISTULOSUM (JOE PYE WEED)	5
RHUS TYPHINA (STAGHORN SUMAC)	5
VERBENA HASTATA (BLUE VERVAIN)	5
PENSTEMON DIGITALIS (TALL WHITE BEARD TONGUE)	5

APPLICATION:
APPLY AT A RATE OF 15LBS/ACRE.

SOIL AMENDMENTS:
APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS OR APPLY 4000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 5-10-10 FERTILIZER.

MAINTENANCE:
REFERTILIZE THE SECOND YEAR UNLESS GROWTH IS FULLY ADEQUATE. RESEED, FERTILIZE, AND MULCH DAMAGED AREAS IMMEDIATELY.

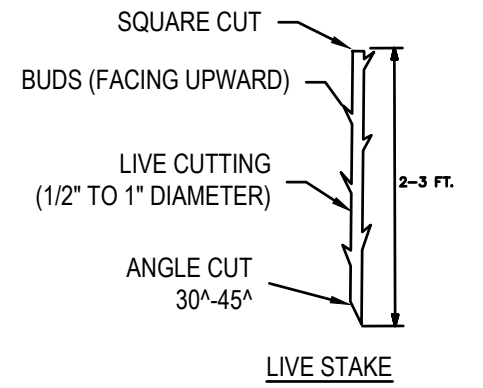
1
C901

PLANTING NOTES:

PLANTING BAG
DURING PLANTING, SEEDLINGS SHALL BE KEPT IN A MOIST CANVAS BAG OR SIMILAR CONTAINER TO PREVENT THE ROOT SYSTEMS FROM DRYING.

KBC PLANTING BAR
PLANTING BAR SHALL HAVE A BLADE WITH A TRIANGULAR CROSS SECTION, AND SHALL BE 12IN LONG, 4IN. WIDE AND 1IN. THICK AT CENTER.

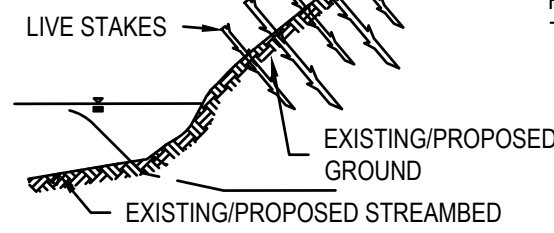
ROOT PRUNING
ALL SEEDLINGS SHALL BE ROOT PRUNED, IF NECESSARY, SO THAT NO ROOTS EXTEND MORE THAN 10 INCHES (10IN.) BELOW THE ROOT COLLAR.



LIVESTAKE/BAREROOT PLANTING



STAKING MAY BE REQUIRED THROUGH MATTING, ROCK OR COMPACTED SOILS. A STARTER HOLE MAY BE REQUIRED.



- GENERAL NOTES:**
- LIVE STAKES SHALL BE EVENLY SPACED 1 PER SQ.YD.
 - LIVE STAKES SHALL BE DRIVEN UNTIL APPROXIMATELY OF LIVE STAKE IS WITHIN GROUND.
 - IF STARTER HOLE IS NEEDED, MINIMIZE AIR POCKET.
 - UTILIZE ALL ON SITE TRANSPLANT MATERIALS MADE AVAILABLE BY THE OWNER. ONCE SOURCE OF TRANSPLANT MATERIAL HAS BEEN HARVESTED, THEN UTILIZE LIVE STAKING.

BANK STABILIZATION WITH LIVE STAKES

DIBBLE PLANTING METHOD
USING THE KBC PLANTING BAR
(FOR FLOODPLAIN BUFFER PLANTING AND UPLAND BUFFER PLANTING)

- INSERT PLANTING BAR AS SHOWN AND PULL HANDLE TOWARD PLANTER.
- REMOVE PLANTING BAR AND PLACE SEEDLING AT CORRECT DEPTH.
- INSERT PLANTING BAR 2IN. TOWARD PLANTER FROM SEEDLING.
- PULL HANDLE OF BAR TOWARD PLANTER, FIRMS SOIL AT BOTTOM.
- PUSH HANDLE FORWARD FIRMS SOIL AT TOP.
- LEAVE COMPACTION HOLE OPEN. WATER THOROUGHLY.

- GENERAL NOTES:**
- TREE REFORESTATION SHALL BE PLANTED 6' TO 10' ON CENTER, RANDOM SPACING, AVERAGING 8' ON CENTER, APPROXIMATELY 436-681 PLANTS PER ACRE.
 - OTHER PLANTING METHOD CAN BE USED WITH THE PERMISSION OF THE PLANTING SUPERVISOR.

E&SC PERMANENT SEEDING SCHEDULE

* DO NOT USE WITHIN 25' RIPARIAN BUFFER. SEE RIPARIAN SEEDING SCHEDULE FOR BUFFER SEEDING SPECS

MOUNTAINS		
SEEDING DATES	SPECIES	RATE (lb/acre)
AUG. 15 - MAY 1	TALL FESCUE	100
	**RYE GRAIN	40
SEPT. 1 - JUNE 1	SERICEA LESPEDEZA	15
	**RYE GRAIN	40
JUNE 2 - AUG. 14	**GERMAN MILLET	10
	*SUPPLEMENT WITH IRRIGATION	
PIEDMONT		
SEEDING DATES	SPECIES	RATE (lb/acre)
SEPT. 1 - MAY 1	TALL FESCUE	100
	**RYE GRAIN	40
	SERICEA LESPEDEZA	15
APRIL 15 - JUNE 30	BERMUDA GRASS	25
	**GERMAN MILLET	10
JULY 1 - AUG. 30	**GERMAN MILLET	10
	*SUPPLEMENT WITH IRRIGATION	
COASTAL PLAIN		
SEEDING DATES	SPECIES	RATE (lb/acre)
SEPT. 30 - APRIL 1	TALL FESCUE	100
	**RYE GRAIN	40
	SERICEA LESPEDEZA	15
APRIL 15 - JUNE 30	BERMUDA GRASS	25
	**GERMAN MILLET	10
JULY 1 - SEPT. 29	**GERMAN MILLET	10
	*SUPPLEMENT WITH IRRIGATION	
*RESEED WITH NON-NURSE CROPS WITHIN ACCEPTABLE DATES		
**MAY BE SUBSTITUTED WITH WHEAT AT 30 LBS/ACRE		
***MAY BE SUBSTITUTED WITH BROWNTOP MILLET AT 10 LBS/ACRE		

COMPLETE SEEDING EARLIER IN THE FALL, AND START LATER IN THE SPRING ON NORTH AND EAST FACING SLOPES.

SOIL AMENDMENTS
APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS OR APPLY 4000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1000 LB/ACRE 5-10-10 FERTILIZER.

MULCH
APPLY 4000-5000 LB/ACRE GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCHING MATERIAL. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR ROVING. NETTING IS THE PREFERRED ANCHORING METHOD ON STEEP SLOPES.

MAINTENANCE
REFERTILIZE THE SECOND YEAR UNLESS GROWTH IS FULLY ADEQUATE. MOW NO MORE THAN ONCE PER YEAR. RESEED, FERTILIZE, AND MULCH DAMAGED AREAS IMMEDIATELY.

SOIL PREPARATION:
SOIL TEST: SOIL TESTING WILL DETERMINE WHETHER THE SOIL PH AND NUTRIENT (PHOSPHORUS, POTASSIUM, CALCIUM AND MAGNESIUM) LEVELS ARE IN A RANGE THAT FAVOR TURFGRASS GROWTH. THE SOIL TEST REPORT WILL INDICATE NEEDED AMOUNTS OF FERTILIZER AND/OR LIME.

CLEAN AND ROUGH GRADE: REMOVE ALL DEBRIS FROM THE LOCATION TO BE PLANTED. THIS INCLUDES ROCKS, BOTTLES, LARGE ROOTS AND OLD TREE TRUNKS. IF EXTENSIVE GRADING IS NEEDED, REMOVE THE TOPSOIL AND STOCKPILE IT FOR REPLACEMENT AFTER THE ROUGH GRADE IS ESTABLISHED.

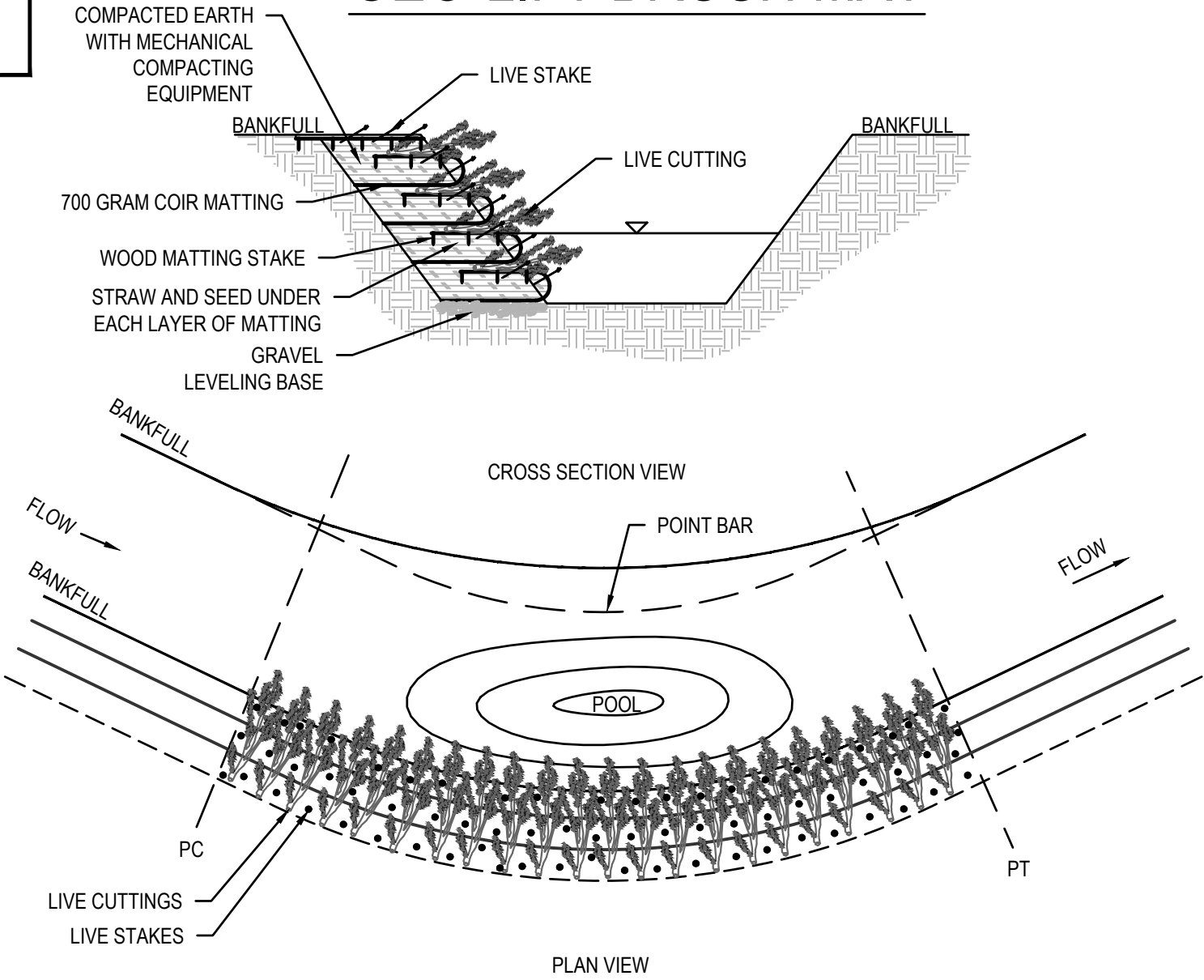
THE SUBSURFACE MAY BECOME COMPACTED DURING ROUGH GRADING, ESPECIALLY IF THE GROUND IS WET. THIS COMPACTED LAYER MUST BE BROKEN UP. A SPRING-TOOTH HARROW WORKS WELL ON LIGHTLY COMPACTED SOILS; A SMALL ROTOTILLER MAY BE NEEDED FOR MORE HEAVILY COMPACTED SITES.

DEEP TILLAGE: ROTOTILLING LOOSENS COMPACTED SOIL AND IMPROVES THE SPEED AND DEPTH OF ROOTING. A TRACTOR-MOUNTED OR SELF-PROPELLED TILLER WILL ADEQUATELY TILL THE SOIL. TAKE CARE NOT TO DESTROY THE EXISTING TREES IN THE LAWN. CUTTING TOO MANY TREE ROOTS DURING SOIL TILLAGE CAN SEVERELY DAMAGE OR KILL A TREE. TREES CAN ALSO BE SUFFOCATED BY DEEPLY COVERING THE ROOTS WITH SOIL. IF ADDITIONAL SOIL IS NECESSARY AT A TREE BASE, CONSTRUCT A "TREE WELL."

REPLACE THE TOPSOIL: ONCE THE SUBSURFACE IS ESTABLISHED, RETURN THE TOPSOIL AND SPREAD UNIFORMLY OVER THE ENTIRE AREA. ALLOW FOR AT LEAST 6 TO 8 INCHES OF DEPTH AFTER THE SOIL HAS SETTLED. THIS MEANS PLACING ABOUT 8 TO 10 INCHES OF TOPSOIL OVER THE SUBSURFACE. IMPROVE THE SOIL BY ADDING ORGANIC MATTER. THIS IMPROVES WATER RETENTION IN SANDY SOILS AND DRAINAGE IN CLAY SOILS AND REDUCES FERTILIZER LEACHING.

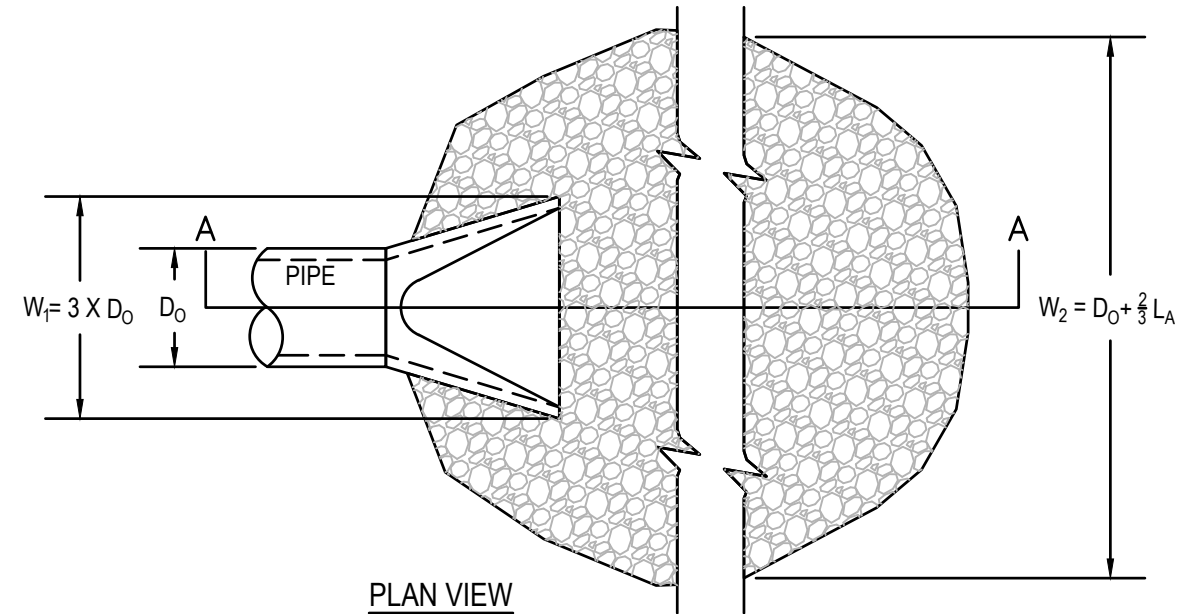
2
C901

GEO-LIFT BRUSH MAT



3
C901

STANDARD PIPE OUTLET TO WELL-DEFINED CHANNEL



- GENERAL NOTES:**
- LA = THE LENGTH OF THE RIPRAP APRON.
 - DA = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6" (INCHES).
 - IN A WELL-DEFINED CHANNEL EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" (INCHES) ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
 - A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.
- MAINTENANCE NOTES:**
INSPECT RIPRAP OUTLET STRUCTURES WEEKLY AND AFTER SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENTS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE, OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

DETAILS

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

DATE:	REVISIONS:

SHEET SIZE:	24"x36"
PROJECT NUMBER:	0080142016
DRAWN BY:	J.EDWARDS
APPROVED BY:	J.CHURCH
SCALE:	NTS (H) (V)
SHEET:	C901

DATE: _____	DATE: _____ ETD: 6.10															
TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING Seeding Mixture <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> <tr> <td>Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)</td><td>50</td></tr> </table> Onit annual lespedeza when duration of temporary cover is not to extend beyond June. Seeding Dates Mountains—Above 2500 feet: Feb. 15 - May 15 Below 2500 feet: Feb. 1 - May 1 Piedmont—Jan. 1 - May 1 Coastal Plain—Dec. 1 - Apr. 15 Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool. Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.	Species	Rate (lb/acre)	Rye (grain)	120	Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50	TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER Seeding Mixture <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>German millet</td><td>40</td></tr> </table> In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre. Seeding Dates Mountains — May 1 - Aug. 15 Piedmont — May 1 - Aug. 15 Coastal Plain — Apr. 15 - Aug. 15 Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool. Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.	Species	Rate (lb/acre)	German millet	40	TEMPORARY SEEDING RECOMMENDATIONS FOR FALL Seeding Mixture <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> </table> Seeding Dates Mountains — Aug. 15 - Dec. 15 Coastal Plain and Piedmont — Aug. 15 - Dec. 31 Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool. Maintenance Repair and re-fertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extend temporary cover beyond July 15, overseed with 50 lb/acre Kobe (Piedmont and Coastal Plain) or Korean (Mountains) lespedeza in late February or early March.	Species	Rate (lb/acre)	Rye (grain)	120
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LIMING: Apply lime according to soil test recommendations. If the pH (acidity) of the soil is not known, an application of ground agricultural limestone at the rate of 1-1½ tons/acre on coarse-textured soils and 2-3 tons/acre on fine-textured soils is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of 6 or higher need not be limed. FERTILIZER: Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700 - 1,000 lb/acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil. If a hydraulic seeder is used, do not mix seed and fertilizer more than 30 minutes before application. SURFACE ROUGHENING: If recent tillage operations have resulted in a loose surface additional roughening may not be required, except to break up large clods. If rainfall causes the surface to become sealed or crusted, loosen it just prior to seeding by raking, harrowing, or other suitable methods for fine grading. The finished grade should be a smooth even soil surface with a loosen uniformly fine texture. All ridges and depressions shall be removed and filled to provide the approved surface drainage. Planting is to be done immediately after finished grades are obtained and seedbed preparation is completed.																
	TEMPORARY SEEDING	Effective Date: 9/1/2023 In accordance with the 2013 Design Manual Updates														

DATE:	STD: 6.11 NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR FALL																						
NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING	NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR SUMMER																						
SEEDING MIXTURE <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 30%;">Species</th> <th style="text-align: left; width: 70%;">Rate</th> </tr> <tr> <td>Centipede</td> <td>5 lbs/acre</td> </tr> <tr> <td>Indian Woodrats</td> <td>1.5-2.5 lbs/acre*</td> </tr> <tr> <td>Virginia Wild Rye</td> <td>4-6 lbs/acre</td> </tr> </table> *Depending upon mix with other species. See table 6.11.d from Chapter 6 of the NC Erosion and Sediment Control Planning and Design Manual. Seeding Dates Coastal or Eastern Piedmont for Centipede- Sept. - May 1 Coastal and Piedmont for Indian Woodrats and Virginia Wild Rye- Feb 15 - April 1 Mountains for Indian Woodrats and Virginia Wild Rye- March 1 - May 15 Maintenance: Significant maintenance may be required to obtain desired cover.	Species	Rate	Centipede	5 lbs/acre	Indian Woodrats	1.5-2.5 lbs/acre*	Virginia Wild Rye	4-6 lbs/acre	SEEDING MIXTURE <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 30%;">Species</th> <th style="text-align: left; width: 70%;">Rate</th> </tr> <tr> <td>Hard Fescue</td> <td>15 lbs/acre</td> </tr> <tr> <td>Switchgrass</td> <td>2.5-5.3 lbs/acre*</td> </tr> <tr> <td>Indian Grass</td> <td>5-7 lbs/acre*</td> </tr> <tr> <td>Big Bluestem</td> <td>5-7 lbs/acre*</td> </tr> <tr> <td>Indian Woodrats</td> <td>1.5-2.5 lbs/acre*</td> </tr> <tr> <td>Virginia Wild Rye</td> <td>4-6 lbs/acre*</td> </tr> </table> *Depending upon mix with other species. See table 6.11.d from Chapter 6 of the NC Erosion and Sediment Control Planning and Design Manual. Seeding Dates Mountains - Hard Fescue- Aug 1 - June 1 Mountains- Switchgrass, Indian Grass, Big Bluestem- Dec 1 - April 15 Piedmont and Coastal- Switchgrass, Indian Grass, Big Bluestem- Dec 1 - April 1 Coastal- Indian Woodrats and Virginia Wild Rye- Sept 1 - Nov 1 Maintenance: Hard Fescue is not recommended for slopes > 5%. Prefers shade.	Species	Rate	Hard Fescue	15 lbs/acre	Switchgrass	2.5-5.3 lbs/acre*	Indian Grass	5-7 lbs/acre*	Big Bluestem	5-7 lbs/acre*	Indian Woodrats	1.5-2.5 lbs/acre*	Virginia Wild Rye	4-6 lbs/acre*
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NOTES: 1. Permanent seeding, sodding or other means of stabilization are required when all construction work is completed according to the NPDES timeliness table. 2. A North Carolina Department of Agriculture soils test (or equal) is highly recommended to be obtained for all areas to be seeded, sprigged, sodded or planted. 3. Use a seeding mix that will produce fastgrowing nurse crops and include non-invasive species that will eventually provide a permanent groundcover. Seed blankets may be used in lieu of nurse crops. 4. Mat, cut or crimp mulch, as needed to stabilize seeded areas until root establishment. Mulch must cover at least 80% of the soil surface. 5. Ground cover shall be maintained until permanent vegetation is established and stable against accelerated erosion.																							

	PERMANENT SEEDING	Effective Date: 9/1/2023 In accordance with the 2013 Design Manual Update
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DATE:

NOTES:

1. Lime, fertilizer and seed before installation. Planting of shrubs, trees, etc. should occur after installation.
2. Slope surface shall be smooth before placement for proper soil contact.
3. Design velocities exceeding 2'feet/second require temporary blankets, mats or similar liners to protect seed and soil until vegetation becomes established.
4. Terminal anchor trenches are required at RECP ends and intermittent check slots must be constructed across channels at 25 foot intervals.
5. Terminal anchor trenches should be a minimum of 12 inches in depth and 6 inches in width. Intermittent check slots should be 6 inches deep and 6 inches wide.
6. For installation on a slope, place RECP 2-3 feet over the top of the slope and into an excavated and trench measuring approximately 12 inches deep by 6 inches wide. Pin the RECP at 1 foot intervals along the bottom of the trench, backfill and compact. Unroll the RECP down the slope maintaining direct contact between the soil and RECP. Secure using staples or pins in a 3 foot center-to-center pattern.
7. 11 gauge, at least 6 inch by 1 inch staples or 12 inch minimum length wooden stakes are recommended for anchoring point.
8. Grass-lined channels with design velocities exceeding 6 feet/second should include turf reinforcement mats
9. Check slots to be constructed per manufacturers specifications.
10. Staking or staking layout per manufacturers specification.
11. If there is a berm at the top of slope, anchor up-slope of the berm.
12. Do not stretch blankets/matting tight, allow the rolls to conform to any irregularities.
13. For slopes less than 3H:1V, rolls may be placed in horizontal strips.

MAINTENANCE:

1. Inspect Rolled Erosion Control Products at least weekly and after each rainfall of 1.0 inch or greater; repair immediately.
2. Good contact with the ground must be maintained, and erosion must not occur beneath the RECP.
3. Any areas of the RECP that are damaged or not in close contact with the ground shall be repaired and stapled.
4. If erosion occurs due to poorly controlled drainage, the problem shall be fixed and the eroded area protected.
5. Monitor and repair the RECP as necessary until ground cover is established.

ROLLED EROSION CONTROL PRODUCTS

Effective Date: 9/1/2023
in accordance with the 2013
Design Manual Updates

STD.
6.17

[illegible]

DATE: _____ **STD. 6.62**

Notes:

- Construct the sediment barrier of standard strength or extra strength synthetic fiber fabrics.
- Ensure that the height of the sediment fence does not exceed 24 inches above the ground. (Higher fences may impound volumes of water sufficient to cause failure of the structure)
- Construct the filter fabric from a continuous roll cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post.
- Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts. Extend the wire mesh support to the bottom of the trench. Fasten the wire reinforcement, then fabric on the upslope side of the fence post. Wire or plastic zip ties should have a minimum 50 pound tensile strength.
- When a wire mesh support fence is used, space posts a maximum of 8 feet apart. Supports should be driven securely into the ground a minimum of 24 inches. Wire mesh should be a minimum 14-gauge with 6 inch mesh spacing.
- Extra strength filter fabric with 6 foot post spacing does not require a wire mesh support fence. Securely fasten the filter fabric directly to posts. Wire or plastic zip ties should have a minimum of 50 pound tensile strength.
- Excavate the trench approximately 4 inches wide and 8 inches deep along the proposed line of the posts and upslope from the barrier.
- Place 12 inches of fabric along the bottom and side of the trench.
- Backfill the trench with soil placed over the filter fabric and compact. Thorough compaction of the backfill is critical to soil fence performance.
- Do not attach filter fabric to existing trees.
- Do not place across ditches, streams, or any other areas of concentrated flow.

Max. Slope Length and Slope for Which Sediment Fence Is Applicable

Slope	Slope Length (ft)	Max. Area (ft ²)
<2%	100	10,000
2 to 5%	75	7,500
5 to 10%	50	5,000
10 to 20%	25	2,500
>20%	15	1,500

Maintenance:

- Inspect all measures at least weekly and after each rainfall of 1.0 inch or greater. Make any required repairs immediately.
- Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.
- Remove sediment deposits as necessary to provide adequate storage volume for the next rain and reduce pressure on the fence. Take care to avoid undermining the fence during cleanouts.
- Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

DEQ

SEDIMENT FENCE

Effective Date: 9/1/2023
in accordance with the 2013
Design Manual Updates

FRONT VIEW

Diagram showing the front view of the silt fence outlet. It features a grid representing the silt fence fabric, with steel fence posts spaced at a minimum of 4 feet. The silt fence is labeled "SILT FENCE". A detail view shows the "BURY WIRE FENCE, FILTER FABRIC, AND HARDWARE CLOTH IN TRENCH". The steel fence post is shown "SET MAX 2' APART MIN. 12" INTO SOLID GROUND".

SECTION VIEW

Diagram showing the cross-section of the silt fence outlet. It illustrates the layers: "STEEL FENCE POST", "WIRE FENCE", "HARDWARE CLOTH", "FILTER OF #57 WASHED STONE", and "3' FILTER FABRIC ON GROUND". The top of the silt fence is labeled "TOP OF SILT FENCE MUST BE AT LEAST 1' ABOVE THE TOP OF THE WASHED STONE". The bottom of the outlet is labeled "BURY 6" OF UPPER EDGE OF FILTER FABRIC IN TRENCH". The hardware cloth and wire fence are labeled "BURY WIRE FENCE AND HARDWARE CLOTH".

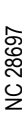
NOTES:

1. Hardware cloth and gravel should overlay the silt fence at least 12 inches.
2. Stone outlets should be placed on low elevation areas of silt fence and based on field conditions.

MAINTENANCE:

1. Per NCG-01, inspect outlet at least once a week and after each 1 inch or greater rainfall event. Complete any required repairs immediately.
2. Freshen stone when sediment accumulation exceeds 6 inches.
3. Keep mesh free of debris to provide adequate flow.
4. Remove sediment when half of stone outlet is covered.
5. Replace stone as needed to facilitate de-watering.

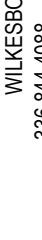
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BREC

A Straus Team Company

1605 CURTIS BRIDGE ROAD
WILMESBORO, NC 28687
336-844-4088 <http://brec.biz>



05/05/2026



DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET

CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

DETAILS

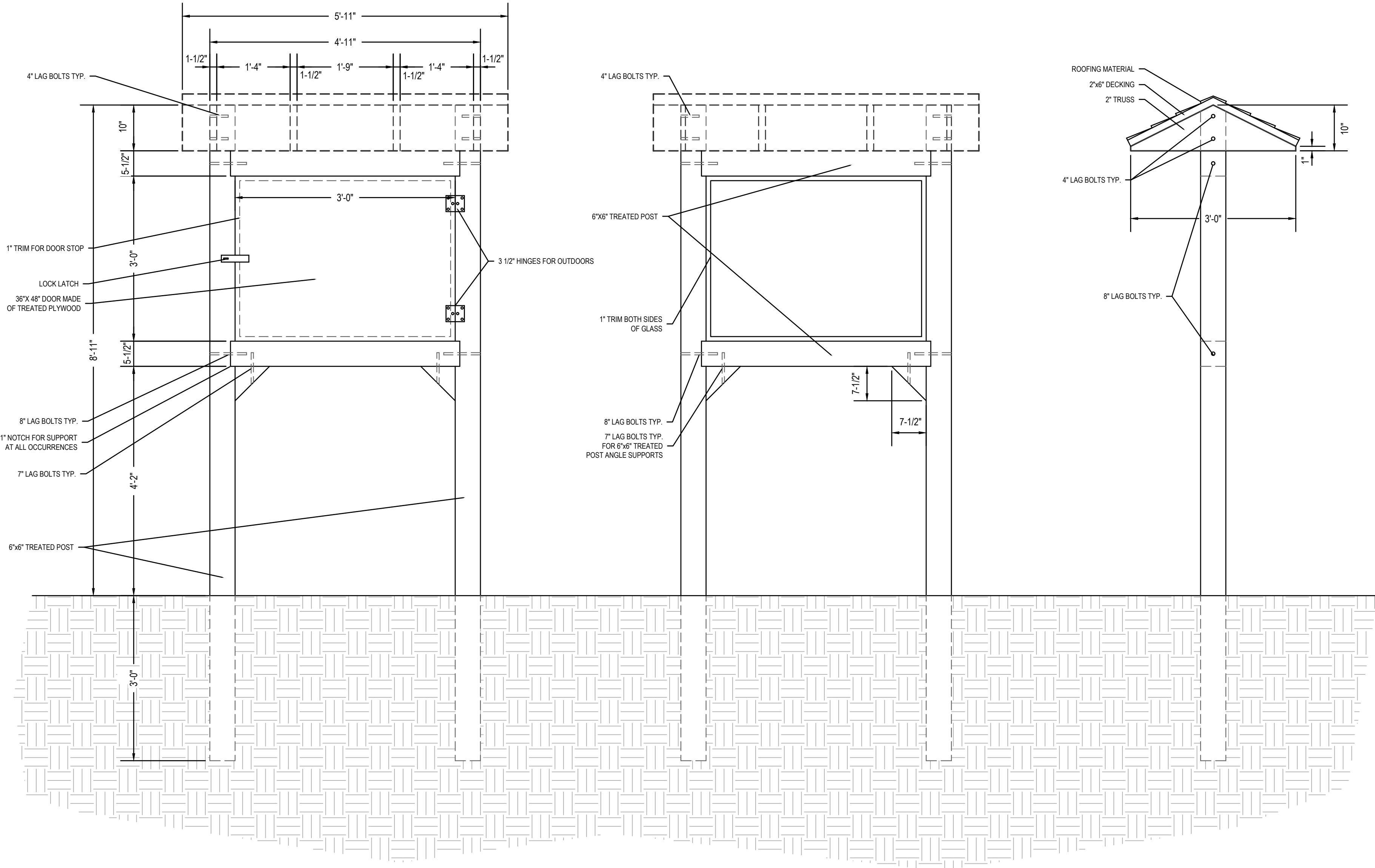
PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

[illegible]

SHEET SIZE:		24"x36"
PROJECT NUMBER:		0080142016
DRAWN BY:		J.EDWARDS
APPROVED BY:		J.CHURCH
SCALE:		
NTS		(H) (V)
SHEET:		

C902

KIOSK SIGN STREAM



CUB CREEK PHASE 3 STREAM RESTORATION
& GREENWAY TRAIL
WILKESBORO, NC

DETAILS

PREPARED FOR:
TOWN OF WILKESBORO
PO BOX 1056
WILKESBORO, NC 28697

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