



**CONTRACT DOCUMENTS  
AND SPECIFICATIONS FOR  
THE TOWN OF VARNVILLE  
HIGHWAY 278 STREETScape PROJECT**

**VARNVILLE, SOUTH CAROLINA**

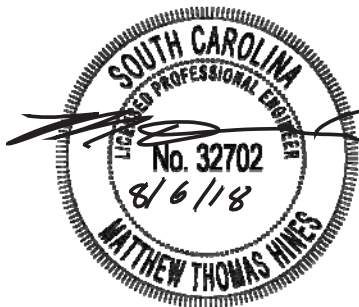
**RFB NO: 4-CE-15-008**

**AUGUST 6, 2018**

**CONTRACTOR:** \_\_\_\_\_

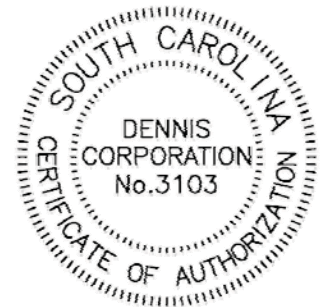
**ADDRESS:** \_\_\_\_\_

**SET #:** \_\_\_\_\_



**DENNIS**  
CORPORATION

**Dennis Corporation  
1800 Huger Street  
Columbia, South Carolina**



# HIGHWAY 278 STREETScape PROJECT

## TABLE OF CONTENTS

Page Number

<b>SECTION A: REQUEST FOR BIDS.....</b>	<b>4</b>
<b>SECTION B: GENERAL CONDITIONS .....</b>	<b>5</b>
INSTRUCTIONS TO BIDDERS .....	6
ARCHITECT/ENGINEER CERTIFICATION .....	12
WAGE DECISION.....	13
MITIGATION MEASURES.....	18
FORM OF AGREEMENT.....	20
NOTICE OF INTENT TO AWARD .....	27
NOTICE OF AWARD .....	28
NOTICE TO PROCEED.....	29
SAMPLE PAY APPLICATION.....	30
SAMPLE CHANGE ORDER .....	32
<b>SECTION C: REQUIRED CONTRACT FORMS .....</b>	<b>33</b>
PERFORMANCE BOND.....	34
PAYMENT BOND.....	36
W-9 FORM.....	38
<b>SECTION D: SPECIAL PROVISIONS &amp; SPECIFICATIONS .....</b>	<b>42</b>
COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL PROVISIONS.....	43
SPECIAL PROVISIONS .....	59
ERRATA TO STANDARD SPECS.....	59
DEFINITIONS AND TERMS.....	59
SUBSTANTIAL COMPLETION OF WORK .....	59
STANDARD DRAWINGS .....	59
STANDARD DRAWINGS ERRATA.....	60
PROPOSAL ITEMS AND QUANTITIES.....	61
ELECTRONIC BIDDING.....	61
PROPOSAL GUARANTY.....	61
AWARD OF CONTRACT.....	61
EXECUTION OF CONTRACT.....	61
INSURANCE REQUIREMENTS.....	61
BONDS AND INSURANCE PAYMENT.....	62
PROJECT LIMITS & SCOPE OF WORK .....	62
MAINTENANCE OF TRAFFIC.....	62
CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING.....	62
CONSTRUCTION STAKES, LINES AND GRADES.....	62
SOUTH CAROLINA MINING ACT.....	62
QUALIFIED PRODUCT LISTINGS .....	62
MANUFACTURERS MATERIALS CERTIFICATION AND CERTIFIED TEST REPORTS.....	63
DBE PARTICIPATION .....	63
COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION.....	63
CRANE SAFETY.....	63
REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS.....	63
CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS.....	63
IRAN DIVESTMENT ACT .....	63
TEMPORARY SUSPENSION OF THE RESURFACING WORK .....	64
PAVING OPERATIONS.....	64
CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME .....	64
CONSTRUCTION SCHEDULES .....	64
FAILURE TO COMPLETE THE WORK ON TIME.....	64
RETAINAGE.....	64
PROMPT PAYMENT CLAUSE .....	65
FUEL ADJUSTMENT INDEX.....	65
ROADWAY TYPICAL SECTION.....	65
ASPHALT BINDER ADJUSTMENT INDEX .....	65
DRESSING OF SHOULDERS.....	65
CONTINGENT MAINTENANCE STONE.....	65
RATE OF APPLICATION .....	65
LIQUID CURING COMPOUNDS.....	65
SHOP PLANS & WORKING DRAWINGS FOR STRUCTURES .....	65

TABLE OF CONTENTS - CONTINUED

	Page Number
ASPHALT BINDER AND ADDITIVES.....	65
REINFORCING STEEL.....	65
CONCRETE ENTRAINED AIR AND SLUMP PROPERTIES.....	65
EROSION CONTROL MEASURES.....	65
TEMPORARY PAVEMENT MARKINGS FAST DRY, HIGH BUILD DURABILITY WATERBORNE PAINT .....	66
CLASS 5000 STRUCTURAL CONCRETE.....	66
PORTLAND CEMENT & PORTLAND CEMENT CONCRETE .....	66
WORK ZONE TRAFFIC CONTROL REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTORS.....	66
NCHRP 350 APPROVED PRODUCTS LIST .....	66
TRAILER MOUNTED AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM (AFAD) .....	66
PERMANENT PAVEMENT MARKINGS .....	66
EROSION CONTROL .....	66
CEMENT MODIFIED RECYCLED BASE .....	66
CONCRETE BATCHING AND MIXING .....	66
SUBSECTION 401.4.17 TRANSPORTATION AND DELIVERY OF MIXES .....	66
CEMENT MODIFIED RECYCLED BASE .....	66
CSXT SPECIAL PROVISIONS .....	66
BASES AND SUBBASES QUALITY CONTROL/QUALITY ASSURANCE .....	66
TRAFFIC CONTROL.....	66
<b>SECTION E: SUPPLEMENTAL SPECIFICATIONS .....</b>	<b>70</b>
SUPPLEMENTAL SPECIFICATIONS.....	71
SCDOT TRAFFIC SIGNAL SPECIFICATIONS .....	73
MAST ARM SPECIFICATIONS.....	74
<b>SECTION F: BID FORMS .....</b>	<b>75</b>
BID BOND .....	76
DEBARMENT CERTIFICATION.....	78
SECTION 3 INFORMATION.....	79
SC IMMIGRATION REFORM ACT CERTIFICATION.....	84
BID FORMS AND SUMMARY OF QUANTITIES .....	85
<b>SECTION G: PROJECT INFORMATION.....</b>	<b>94</b>

**SECTION A: REQUEST FOR BIDS**

Town of Varnville, South Carolina is soliciting sealed bids from qualified Contractors for: **RFB NO: 4-CE-15-008, HIGHWAY 278 STREETScape PROJECT.**

**Project Description:**

*The project consists of the streetscape and related improvements to the intersection of US-278 and Main Street (SC-63) / Hickory Hill Road (S-50) in downtown Varnville, SC. The work will consist of 2" milling and HMA paving, minor curb and gutter installation, new striping and pavement markings for the development of turn lanes, installation of new light poles, and landscaping. An alternate bid item includes additional sidewalk and curb and gutter work. No traffic signal improvements will be included in this project phase, and all improvements will be limited to the south side of the railroad. "Equal Employment Opportunity"*

**Sealed Bids Clearly Marked** "RFB NO: 4-CE-15-008 HIGHWAY 278 STREETScape PROJECT", with bidders name, address, and South Carolina Contractor's License Number on the outside of the envelope shall be accepted by the Town of Varnville, 95 East Palmetto Avenue, Varnville, South Carolina 29944, until **2:00 PM, Thursday, September 6, 2018.** Mailed bids are to be delivered to the Town of Varnville, PO Box 308, Varnville, South Carolina 29944, and must be received prior to the time and date indicated above. No bids will be accepted after the above date and time. After closing, the bids will be opened publicly in the Town Hall Conference Room located at 95 East Palmetto Avenue, Varnville, South Carolina 29944. **Bid Prices shall remain valid for 90 days following the bid opening.**

**Owner**

Town of Varnville  
95 East Palmetto Avenue  
Varnville, SC 29944

**Engineer**

Dennis Corporation  
1800 Huger Street  
Columbia, SC 29201

**Pre-Bid Conference:** A pre-bid conference shall be held **Thursday, August 23, 2018, at 2:00 PM** at the Town Hall Conference Room located at 95 East Palmetto Avenue, Varnville, South Carolina 29944. The pre-bid conference is non-mandatory, but is highly recommended for any contractor submitting a bid for this project.

**Drawings and Specifications Will Be Available for examination in the following location:**

- Dennis Corporation Office, Columbia SC - 1800 Huger Street, Columbia, SC 29201
- Lowcountry Council of Governments' Website - <http://www.lowcountrycog.org/solicitations/index.php>

**Bidding Documents, including drawings and specifications** may be obtained from the office of the Engineer, Dennis Corporation, 1800 Huger Street, Columbia SC 29201, by emailing [alindler@denniscorporation.com](mailto:alindler@denniscorporation.com), for a non-refundable charge of \$150.00. When requesting drawings, specifications or contract documents, provide the following information about your company: mailing address, street address, e-mail address (if applicable), telephone number, and fax number.

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders WILL be via email or website posting.

Questions concerning the bid documents shall be addressed to Dennis Corporation, Attn: Ashley Lindler, 1800 Huger Street, Columbia, SC 29201, email [alindler@denniscorporation.com](mailto:alindler@denniscorporation.com). All questions must be in writing and submitted before **Noon on August 30, 2018.**

**Bids Will Not Be Considered** unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended). No bidder may withdraw the bid within 90 business days after the actual date of the opening.

**Bids Will Not Be Considered** unless sealed and accompanied by a bidder's bond for five percent (5%) of the amount of the bid. Bid bond will be duly executed by the bidder as principal & having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory performance & payment bond, each in the amount of one hundred percent (100%) of the bid.

**All Work On The Project Must Be Completed** within **90 Days.**

**Town of Varnville Reserves the Right** in all cases to reject any and/or all bids, or parts of bids, to waive technicalities, and to make such an award as is deemed in the best interest of the Town and in accordance with all federal CDBG requirements. The Town also reserves the right to waive informalities, to negotiate further with the Contractor of its choice, to request additional information, to interview, and to make an award deemed in its own best interest. All submittals shall become property of the Town and is subject to the Freedom of Information Act (FOIA) regulations.

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race creed, color, sex, or national origin. Bidders must comply with Title VI if the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and 40 CFR 33.240.

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.



## **SECTION B: GENERAL CONDITIONS**

## INSTRUCTIONS TO BIDDERS

1. GENERAL:
  - a. Proposals shall be publicly opened as indicated in the Request for Bids and shall be conducted in the “Town Hall Conference Room, 95 EAST PALMETTO AVENUE, VARNVILLE, SOUTH CAROLINA 29944.”
  - b. Sealed bids shall be enclosed and secured in an envelope. The name, address, and South Carolina Contractor’s License Number of the bidder shall be displayed on the envelope. Bids shall be addressed to the Town of Varnville, PO Box 308, Varnville, South Carolina 29944. Hand carried bids shall be delivered to the Town of Varnville, 95 East Palmetto Avenue, Varnville, South Carolina 29944.
  - c. Bids shall be submitted no later than 2:00 PM in the places and manners as described in paragraph (b) above and on the date indicated by the request for Bids. Bids received after these times are considered late bids. Late bids shall not be accepted or considered, unless the delay was caused by improper handling by the Town’s employees.
  - d. The Town of Varnville shall not accept responsibility for unidentified bids.
  - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Officer or designee who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
  - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Procurement Officer or designee to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Officer or designee to reseal the bid, both the employee making the contact to the vendor and the Town witness present, shall sign, date and indicate the time of sealing on the bid envelope.
  - g. In the event that the Procurement Officer or designee is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
  - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for no less than ninety (90) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the Town shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. BIDDER’S QUALIFICATIONS: Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
6. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR BIDS:
  - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax, or by acknowledging the amendment on the Bid Form.

- b. The Town of Varnville must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.
7. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap and to ENSURE EQUAL EMPLOYMENT OPPORTUNITY is provided for as applicable.
8. EXPLANATION TO PROSPECTIVE BIDDERS:
- a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing in accordance with the request for bids.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
9. AWARDING POLICY: This contract shall be awarded pursuant to the Town of Varnville's Procurement Ordinance. The Town of Varnville reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the Town determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the Town in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The Town reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of ninety (90) days after the schedule closing time for the receipt of bids. The Town reserves the right to award contracts for a period of ninety (90) days.
11. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.
12. ACCIDENTS: The vendor shall hold the Town harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the Town or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the Town reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
13. STATEMENT OF COMPLIANCES AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
14. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.
15. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a "no bid" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
16. EXAMINATION OF RECORDS:
- a. The Procurement Officer or designee of the Town of Varnville shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors' directly pertinent books, documents,

papers or other records involving transactions related to this contract.

- b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the Procurement Officer or designee shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors' directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
17. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
18. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the Town reserves the right to select the items which, in the judgment of the Town, are best suited to the needs of the Town, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the Town to compare the material specified; and, such material will be given due consideration. The Town reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the Town's standards for acceptance.
19. PATENTS: The vendor shall hold the Town, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this bid.
20. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the Town. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The Town will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by his/her equipment.
21. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the Town, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
22. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
  - Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
  - Other substantiating documentation of information as required by the contract or owner.
23. CONFLICTS IN SPECIFICATIONS: When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive or costly language/specification.

24. SERVICE FACILITIES: In considering the services bid upon, the Town shall take into consideration past performance of existing work and installations, service and facilities provided by the bidder. The bidder shall have available a local organization that is trained in proper construction methods.
25. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
26. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
27. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arising out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
28. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer or designee of the Town of Varnville.
29. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
30. INCORPORATION BY REFERENCE: The contents of this Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.
31. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the Engineer.
  - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Town representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
32. BID FORMS: Documentation contained in Section "E" shall be completed and submitted along with the Proposal. A bid bond as required by these General Conditions shall also be included.
33. TERMINATION: Subject to the provisions below, the contract may be terminated by the Procurement Officer or designee providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the Town

without the required thirty (30) day advance notice, then the Town shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause.

Termination by the Town for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.

34. SAFETY AND PROTECTION: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

35. SECURITY REQUIRED:

a. Bid Security

Each Bid must be accompanied by a Bid Bond acceptable to the Town. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. (see Attached "Sample Forms") Bid Bonds shall be payable to the Town, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the Town.

b. Forfeiture of Bid Security

Nonperformance by the successful Bidder, or its failure to execute the Contract, or its failure to meet performance and payment bond requirements and insurance requirements within five (5) calendar days of notification by the Owner or his designee, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to ninety (90) calendar days after the closing date may also result in forfeiture of bid security.

c. Return of Bid Security

Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest earnings on returned funds.

d. Payment and Performance Security

- (i) The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the Owner (see Attached "Required Contract Forms"), in the following amounts within five (5) calendar days of notification by the Owner or his designee and prior to execution of the Contract:
- Payment Bond: 100% of the total amount of the Contract.
  - Performance Bond: 100% of the total amount of the Contract.
- (ii) The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
- (iii) Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
- (iv) The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this RFB and terminate upon final payment to Bidder by Town. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this RFB and terminate twelve (12) months after the date of final acceptance of the Work by the Town.
- (v) Prior to execution of the contract, and upon notification by the Owner or his designee, the successful bidder shall submit all Required Contract Forms, including Performance and Payment Bonds, for review by South

Carolina Department of Commerce (SCDOC). All parties shall execute the attached Form of Agreement at the Preconstruction Conference to be scheduled following receipt of approval by SCDOC.

36. CHANGE ORDER

1. A Change Order is a written order to the Contractor, signed by the authorized Town representative, directing changes in the work within the provisions of the Contract.
2. A Change Order is used to change contract quantities for items with unit prices, provide for incentives, penalties, and adjustments for unit price items as provided in the original Contract, delete contract items, and revise contract time.
3. A Change Order may include written agreement made and entered into by and between the Contractor and the Department, covering alterations and unforeseen work incidental to the proper completion of the project, when such work is paid for at an agree unit or lump sum price. Such Change Order becomes a part of the Contract when approved and properly executed.
3. All Change Orders , for time or money, must be approved by SC Department of Commerce before they can be executed.

37. PERMITS/LICENSING

It shall be the responsibility of the contractor to comply with Town Ordinances by securing the necessary p e r m i t s and licenses.

38. ENVIRONMENTAL MANAGEMENT:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

39. SITE INSPECTION

The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.

Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or Town personnel at the site.



# ARCHITECT/ENGINEER'S CERTIFICATION

## COMPLIANCE WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY DISABLED

*Note: This form is applicable to all buildings and other public facilities which require compliance with the Architectural Barriers Act of 1968, as amended.*

| Grant Number(s): 4-CE-15-008

| Project Title: HIGHWAY 278 STREETScape PROJECT

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Building and Facilities Accessible To and Usable By the Disabled, Number A-117.1R.1971 (as modified by 41 CFR 101-19.603).

Architect/Engineer for the Project: DENNIS CORPORATION

(Legal name and address) DENNIS CORPORATION

1800 HUGER STREET

COLUMBIA, SC 29201

DENNIS CORPORATION  
Typed Name of Architect/Engineer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TOWN OF VARNVILLE  
Typed Name of Local Government

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Distributor, Raker, Shoverler, and Spreader.....	\$ 10.96
Colleton.....	\$ 10.16
Common or General	
Beaufort.....	\$ 10.15
Colleton.....	\$ 10.16
Georgetown, Hampton, Jasper.....	\$ 10.07
Newberry, Allendale, Bamberg, Barnwell.....	\$ 11.82
Orangeburg.....	\$ 12.63
Williamsburg.....	\$ 10.01
Luteman.....	\$ 11.71
Pipelayer.....	\$ 13.87
Traffic Control-Cone Setter	
Allendale, Bamber, Barnwell, Newberry, Orangeburg.....	\$ 12.98
Beaufort, Colleton, Georgetown, Hampton, Jasper, Williamsburg.....	\$ 12.84
Traffic Control-Flagger.....	\$ 11.68

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe	
Allendale, Bamberg, Barnwell, Newberry, Orangeburg.....	\$ 17.56
Beaufort.....	\$ 15.20
Colleton.....	\$ 17.78
Georgetown, Hampton, Jasper, Williamsburg.....	\$ 17.23
Bulldozer.....	\$ 20.12
Crane.....	\$ 16.62
Grader/Blade.....	\$ 16.62
Loader (Front End).....	\$ 15.51
Mechanic.....	\$ 18.22
Milling Machine.....	\$ 18.83
Paver	
Allendale, Bamberg, Barnwell, Newberry, Orangeburg, Williamsburg...	\$ 15.01
Beaufort.....	\$ 14.96
Colleton, Georgetown, Hampton, Jasper.....	\$ 13.67
Roller.....	\$ 12.76
Screed.....	\$ 13.01
Tractor.....	\$ 13.26

TRUCK DRIVER

Dump Truck.....	\$ 12.00
Lowboy Truck.....	\$ 14.43
Single Axle, Includes	
Pilot Car.....	\$ 12.04
Tractor Haul Truck.....	\$ 16.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.



Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**Town of Varnville – Highway 278 Streetscape – CDBG # 4-CE-15-008**

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
<p>Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p><i>According to a letter from the South Carolina Archives and History Center dated 10/28/15 and 3/21/16, if archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply and their office should be contacted immediately. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic shards, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.</i> <i>John Sylvest</i> <i>State Historic Preservation Office</i></p>
<p>Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p><i>Department of the Army HH&amp;G Section letter dated 3/21/16 stated project is located in Zone X, areas determined to be outside the 0.2% Annual Chance floodplain. If the above referenced project requires any alteration areas, a DOA permit will be required.</i></p>
<p>Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p><i>Letter dated 9/21/16 from Fish &amp; Wildlife stated that obligations under the ESA must be reconsidered if: 1. New information reveals impacts of this identified action may affect any listed species or critical habitat in a manner not previously considered; 2. This action is subsequently modified in a manner, which was not considered in this assessment; or 3. A new species is listed or critical habitat is designated that may be affected by the identified action.</i></p>
<p>DHEC Bureau of Water</p>	<p><i>Letter dated 4/21/14, SCDHEC, Bureau of Water – 1. Any non-point discharges into a stream or river from construction areas of one acre or more will require a Bureau administered Stormwater Management and Sediment Control Permit. Construction areas of one or more acre will also be subject to NPDES Stormwater permit regulations. 2. Any placement of fill material or dredging in waters of the United States, including jurisdictional wetlands and non-</i></p>



	<p><i>jurisdictional wetlands will require a Bureau administered Section 401 Certification and an Army Corps of Engineers administered Section 404 Permit. When evaluating application for fill in wetlands, demonstration of avoidance and minimization of wetland impacts and mitigation of unavoidable wetland impacts provides assurances that impacts have been lessened to the extent possible and that water quality standards will be upheld. Documentation of these measures will be required. 3. Sewer system construction requires a permit from the Bureau. Our review of acceptability will occur with review of application for a permit. Also, the applicant should check with the local water utility on available capacity.</i></p>

**FORM OF AGREEMENT****BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between

**TOWN OF VARNVILLE**

(Owner) and

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*The project consists of the streetscape and related improvements to the intersection of US-278 and Main Street (SC-63) / Hickory Hill Road (S-50) in downtown Varnville, SC. The work will consist of 2" milling and HMA paving, minor curb and gutter installation, new striping and pavement markings for the development of turn lanes, installation of new light poles, and landscaping. An alternate bid item includes additional sidewalk and curb and gutter work. No traffic signal improvements will be included in this project phase, and all improvements will be limited to the south side of the railroad.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Highway 278 Streetscape Project, RFB NO: 4-CE-15-008**

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by

DENNIS CORPORATION  
1800 Huger Street  
Columbia, SC 29201

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIME**

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days, after the date when the Contract Time commences to run as provided in the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

N/A		(\$N/A)
	(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:
- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

**EXAMPLE ONLY**

**UNIT PRICE**

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1031000	Mobilization	LS			
1071000	Traffic Control	LS			
1050800	Construction, Stakes, Lines & Grades	EA			
2033000	Contingent Borrow Excavation (Shoulder Dressing)	CY			
4030340	HMA Surface Course Type C (2" Uniform)	TON			
4011004	Liquid Asphalt Binder PG64-22	TON			
3063306	Cement Modified Recycled Base (6" Uniform)	SY			
3072000	Portland Cement for Cement Modified Subbase	TON			
3069900	Contingent Maintenance Stone	TON			
8156490	Stabilized Construction Entrance	SY			
6051120	Permanent Construction Signs (Scheme E)	EA			
6271025	24" White Solid Lines (STOP/DIAG Lines) - THERMO.- 125 MIL	LF			
6271074	4" Yellow Solid Lines (PVT. EDGE Lines) - THERMO. - 90 MIL	LF			
6301100	Permanent Yellow Pavement Marker BI-DIR - 4"x4"	EA			

TOTAL PRICE \_\_\_\_\_  
(numerals)

\_\_\_\_\_  
(words)

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided

in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided.

#### ARTICLE 7 – INCORPORATION BY REFERENCE:

- 7.01 The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

#### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in the General Conditions.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Special and Supplementary Provisions and Specifications
  - 6. Standard Specifications and Drawings as referenced in bid documents.
  - 7. The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda.
  - 8. Addenda (numbers 0 to 0, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Special and Supplementary Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2018 (which is the Effective Date of the Agreement).

CONTRACTOR:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

[CORPORATE SEAL]

[TOWN SEAL]

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

Address for giving notices:

License No.:

\_\_\_\_\_

SC Contractors

Agent for service or process:

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

11/97

**NOTICE OF INTENT TO AWARD**

OWNER: Town of Varnville  
(Name)

PROJECT: 4-CE-15-008 Highway 278 Streetscape  
(Number) (Name)

TO ALL BIDDERS

**This is to notify all bidders that it is the intent of the owner to award a contract as follows:**

NAME OF BIDDER: \_\_\_\_\_

DATES BIDS WERE RECEIVED: \_\_\_\_\_

AMOUNT OF BASE BID: \$ \_\_\_\_\_

ALTERNATE(S) ACCEPTED: # \$ \_\_\_\_\_

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ \_\_\_\_\_

**The owner has determined that the above named bidder is responsible and has submitted the lowest responsive bid. The owner may enter into a contract with this bidder subject to the contract review by Department of Commerce, Grants Administration.**

Nathaniel A. Shaffer  
(PRINT OR TYPE NAME)

Mayor  
(AWARD AUTHORITY TITLE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE POSTED)

.....  
POST A COPY OF THIS FORM AT THE LOCATION ANNOUNCED AT BID OPENING

**NOTICE OF AWARD**

**TO:**            **Company**  
                  **Address**

**OWNER:**       **Town of Varnville**  
                  **95 E. Carolina Avenue, Varnville, SC 29944**

**PROJECT DESCRIPTION:**

The owner has considered the bid dated \_\_\_\_\_ submitted by you for the above described work in response to its Advertisement for Bids and its Information for Bidders.

You are hereby notified that your base bid has been accepted in the total amount of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor’s performance bond, payment bond, and certificates of insurance with ten (10) calendar days from the date of this notice to you. If you fail to execute said agreement and to furnish said bonds within ten (10) days from the date of the notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of you bid abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

**You are required to return an acknowledged copy of this Notice of Award to the Owner.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Town of Varnville

\_\_\_\_\_

Owner

\_\_\_\_\_

(Signature)

By: Nathaniel A. Shaffer

(Print Name)

Title: Mayor

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# SAMPLE NOTICE TO PROCEED

TO: (Contractor's name/address)

DATE: \_\_\_\_\_

PROJECT: 4-CE-15-008  
(Number)

Highway 278 Streetscape  
(Name)

You are hereby notified to commence WORK in accordance with the Agreement executed \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_ .

\_\_\_\_\_  
Owner

By: Nathaniel A. Shaffer

Title: Mayor

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
Contractor

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONSTRUCTION INVOICE

CONTRACTOR:

Job No. 4-CE-15-008 INVOICE NO. 1  
 Project Name: Highway 278 Streetscape Project  
 COUNTY: Hampton  
 Period Ending:

CONTRACT				PERFORMANCE TO DATE				
Notice to Proceed DATE	WORKING DAYS	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	WORK STARTED	WORKING DAYS CHARGED	PERCENT OF TIME EXPIRED	PERCENT CONTRACT COMPLETED	ESTIMATED COMPLETION DATE

WORK SUMMARY							
JOB NO.	TOTAL VALUE CONTRACT WORK TO DATE	LESS AMOUNT RETAINED	10.00% PREVIOUS PAYMENTS	DUE THIS INVOICE:			
				CONTRACT WORK	FORCED ACCOUNT	MISC.	TOTAL
	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
<b>TOTALS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**CONTRACTOR CERTIFICATION**

The undersigned Contractor certifies that to the best of his knowledge, information, and belief, that (1) the work covered by this application for payment has been completed in accordance with the Contract documents, (2) all previous process payments received from Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with work covered by prior Construction Invoices, and (3) title to materials and equipment incorporated in said work or otherwise listed in or covered by this Invoice for Payment will pass to Owner at time of payment free and clear of liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to Owner).

\_\_\_\_\_  
 Printed Name Title Date

\_\_\_\_\_  
 Signature

**ENGINEER'S CERTIFICATION**

We have examined this application for payment and certify to the best of our knowledge and belief that the material used and the construction accomplished meet the requirements of the Plans and Specifications, and payment of the amount due this Application is recommended.

\_\_\_\_\_  
 Printed Name Inspector Title Date

\_\_\_\_\_  
 Printed Name Construction Manager Title Date

\_\_\_\_\_  
 Signature

**OWNERS APPROVAL FOR PAYMENT**

\_\_\_\_\_  
 Printed Name Title Date

\_\_\_\_\_  
 Signature



SE-380

CHANGE ORDER NO.: \_\_\_\_\_

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: Town of Varnville

PROJECT NAME: Highway 278 Streetscape Project

PROJECT NUMBER: 4-CE-15-008

CONTRACTOR: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

This Contract is changed as follows: (Insert description of change in space provided below)

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. New Substantial Completion Date:		

CONTRACTOR ACCEPTANCE:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Representative)

Print Name: \_\_\_\_\_

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Representative)

Print Name: \_\_\_\_\_

AGENCY ACCEPTANCE AND CERTIFICATION:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Representative)

Print Name: \_\_\_\_\_

Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes  No

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order Certification:

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

- 1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
- 2. Detailed back-up information from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
- 3. If any item exceeds Agency certification, OSE will authorize the SE-380 and return to Agency.



## SECTION C: REQUIRED CONTRACT FORMS

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Name and Title:

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Name and Title:

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another Contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent Contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified Contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party) Dennis Corporation 1800 Huger Street Columbia SC 29201

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal)

Name and Title:

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

\_\_\_\_\_  
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal)

Name and Title:

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest:

\_\_\_\_\_  
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
    5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
    6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
      - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
      - 6.2. Pay or arrange for payment of any undisputed amounts.
    7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
    8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
  5. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
  14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  15. DEFINITIONS
    - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's SubContractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
    - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party) Dennis Corporation 1800 Huger Street Columbia SC

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

or

Employer identification number									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**SECTION D: SPECIAL PROVISIONS & SPECIFICATIONS**  
FOR  
HIGHWAY 278 STREETScape PROJECT

8/2017

**DEPARTMENT OF COMMERCE  
GRANTS ADMINISTRATION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



**CONTRACT SPECIAL PROVISIONS**

*The following CDBG Contract Special Provisions should be used with all construction contracts, including housing rehabilitation, as applicable, and professional service contracts, where CDBG funds are being used in whole or in part.*

## CONTRACT SPECIAL PROVISIONS

1. **Definitions:** For purposes of this Contract, the following terms shall have the meanings set forth below:
  - (a) “Assistance” means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
  - (b) “CDBG” means Community Development Block Grant.
  - (c) “Contract” means the contractual agreement between the Owner and the Contractor to which these Contract Special Provisions have been incorporated and made a part thereof.
  - (d) “Contractor” means the contractor whose services are retained pursuant to the Contract.
  - (e) “Grantee” means the unit of local government designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
  - (f) “HUD” means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
  - (g) “Owner” means the Grantee or Subrecipient, as applicable.
  - (h) “Project” means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.
  - (i) “State” means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of South Carolina, as appropriate.
  - (j) “Subrecipient” means the agent of the unit of local government as designated by an agreement.
  - (k) “Labor Surplus Area” means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.



2. **Prime Contractor Responsibilities:** The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor to be the sole point of contact with regard to contractual matters. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.
3. **Federal and State Laws:** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Procurement and Contracting:** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.
5. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.
6. **Copyright:** Except as otherwise provided in the terms and conditions of this Contract, the Contractor paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the State reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and State purposes:
  - (a) the copyright in any work developed under this Contract; and
  - (b) any rights of copyright to which a subcontractor purchases ownership with grant support.

The Federal government's rights and the State's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.
6. **Reporting Requirements:** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State or HUD. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.
7. **Access to Records:** All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the State or the Grantee or their representatives upon their request.
8. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and

statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

9. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Grantee or the State, as applicable.
10. **Reporting of Fraudulent Activity:** If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.
11. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.
12. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:** The following provisions regarding “conflicts of interest” apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients, including the Contractor.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Contractor shall apply.

In cases not governed by the above, such as the acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the State on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under the CDBG grant awarded to the Grantee or any other CDBG grant, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If the State finds any circumstances that may give rise to



a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as appropriate. The State may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the State policies.

13. **Applicable Law:** In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.
14. **Limitation of Liability:** The Contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Owner. This provision is not applicable to contracts for CDBG administration services where the Contractor is a Council of Government. The State shall not be liable for failure on the part of the Grantee or any other party to perform all work in accordance with all applicable laws and regulations. The Grantee agrees to defend, indemnify, and hold harmless the State from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Grantee and any other third parties in a contractual relationship with the Grantee, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the State as a result of the Assistance.
15. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Contract in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.
16. **Contract:** If any provision in this Contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.
17. **Amendments:** Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the State prior to execution.
18. **Termination for Convenience:** This Contract may be terminated for convenience in accordance with 2 CFR Part 200.
19. **Sanctions:** If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.
20. **Subcontracting:** If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements

made therewith to the Owner and to the State. All subcontracts must be approved by the Owner and the State to insure they are not debarred or suspended by the Federal or State governments and to insure the Owner and the State understand the arrangements.

- 21. Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
  - (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
  - (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
  - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
  - (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
  - (f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.
- 22. Debarment Certification:** The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.
- (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
  - (b) Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.
- In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
- 23. South Carolina Illegal Immigration Reform Act:** The Owner and the Contractor are required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.
- 24. Equal Employment Opportunity:** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.



In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

25. **Age Discrimination:** In accordance with 45 CFR, Parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.
26. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program of the State.
27. **Section 504 of the Rehabilitation Act of 1973, as amended:** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be

denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

28. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions including training positions, that are filled (1) after the Contractor is selected but before this Contract has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

29. **Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.



**30. Compliance with Air and Water Acts:** (Applicable to construction contracts and related subcontracts exceeding \$100,000) This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act. In particular, the following are required:

- (a) A stipulation by the Contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
- (b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
- (c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- (d) Agreement by the Contractor that the Contractor will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of the Assistance be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**31. Federal Labor Standards Provisions:** *(Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)*

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

### Attachment 1

U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (06/2009) ref. Handbook 1344.1

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often 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 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 thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work 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 classification an wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall 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) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so



advise HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three

years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of 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. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** the contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)

**(b)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each apprentice, and trainee) employed 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;

**(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).



(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** 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 Training Administration, Office of Apprenticeship Training, Employer and Training Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as state above, shall 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 ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provided in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. 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 watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## SPECIAL PROVISIONS

PROJECT NUMBER  
4-CE-15-008

COUNTY  
HAMPTON

Except as may otherwise be specified on the plans or in the special provisions, all materials and workmanship within the South Carolina Department of Transportation right-of-way shall conform to the SCDOT Standard Specifications for Highway Construction (Latest Edition), the latest Traffic Signal Special Provisions and Specifications for Traffic Signal Installation, and SCDOT Standard Drawings for Road Construction in effect at the time of letting.

## ERRATA TO STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

Refer to SCDOT Supplemental Specification dated **January 1, 2018** as described in **Section E**.

## DEFINITION AND TERMS:

Delete Paragraph 101.3.27, (the) Engineer, of the 2007 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

*The Town of Varnville, acting directly or through his duly authorized representative, such representative acting within the scope of particular assigned duties or authority. On this Project the firm of **Dennis Corporation** shall function as the Engineer's duly authorized representative with authority as described in Section 105, "CONTROL OF WORK", of the Standard Specifications for Highway Construction, latest Edition.*

***The project Owner is the Town of Varnville. In the specifications where the terms "SCDOT" or "Department" or other like terms are used to describe the facility Owner, it shall be interpreted as meaning the Town of Varnville, as appropriate.***

Add "Notice-to-Proceed" to Section 101 as follows:

*Notice-to-Proceed. A written notice to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor may start to perform obligations under the Contract Documents.*

## SUBSTANTIAL COMPLETION OF WORK:

**Section 101.3.76** is hereby replaced with the following:

**101.3.76 Substantial Completion of Work**

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers with the only remaining work to be performed being punch list items.

## STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the Current Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at [http://www.scdot.org/doing/sd\\_Disclaimer.aspx](http://www.scdot.org/doing/sd_Disclaimer.aspx) . All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings may be available for purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room 122 (College Street Entrance) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers. "Old sheet numbers" are also visible on the website when using the full set of drawings "current" search and are sortable by clicking the header over the appropriate column on the results page. Be aware that some older drawings now span over multiple pages due to detailing changes.

**STANDARD DRAWINGS ERRATA:**

The Bidders are hereby advised that the following note changes apply to the published Standard Drawings.

On Sheet **000-205-05**, add the following information under the columns below:

OLD DRAWING NAME	NEW DRAWING NAME
720-905-01 to 720-905-05	720-901-01 to 720-993-32

On sheet **605-005-05 (ver 1-1-2013)**, replace entire text of General Note #4 with the following text:

4. The square footage of sign panels attached to 21/2" x 21/2" 12 gauge sign support secured to a 3" x 3" 7 gauge breakaway anchor shall not exceed 20 square feet.

On Sheet **720-305-00 (ver May 2008)**, delete the entire note directly above main detail:

If sidewalk exists, the driveway opening should...

On sheet **720-405-00 (ver May 2009)** Detail 2 replace dimension 2' 6" maximum with:

2' 6" minimum

On sheet **720-901-01 (ver Feb 2015)** replace not 5.04 with:

5.04 When a mid-block crossing is required, consider mid-block staggered crossing (720-955-41) to encourage eye contact between the pedestrian and the oncoming traffic. Always angle the stagger so that the pedestrian travels through the refuge facing the oncoming traffic.

On Sheet **722-305-00 (ver May 2010)** Detail 4 replace note "French Drain see note 21" with:

French Drain see note 4.5.

On sheet **722-305-00 (ver May 2010)** table 722-305A, 4th column, change the following:

Delete (SF)

Replace text "up to 36" with "up to 3'X3"

Replace text "larger than 36" with "larger than 3'X3"

On sheet **804-105-00 (ver May 2008)** Title Block replace text "Riprap (Bridge End)" with:

Riprap (Bridge End)

On sheet **805-325-00 (ver Jan 2011)** detail 2 replace text "rectangular washers (FWR03) See 805-005-00 with:

"rectangular washers (FWR03) See 805-090-00"

On sheet **805-325-00 (ver Jan 2011)** change text of note 5 to the following:

5. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet **805-330-00 (ver Jan 2011)** detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with:

"rectangular washers (FWR03) See 805-090-00"

On sheet **805-330-00 (ver Jan 2011)** change text of note 4 to the following:

4. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet **805-510-00 (ver Jan 2011)** detail 3 replace guardrail base plate note with the following:

See standard drawings 805-655-xx for guardrail base plate options.

On sheet **805-655-M1 (ver Jan 2011)** replace note 30.4 with the following:

30.4 Install adhesive anchors to a depth sufficient to develop a minimum factored (reduced) ultimate tensile capacity of 21 kips per anchor bolt. Increase minimum embedment shown in detail 4 as required by adhesive manufacturer's recommendations for the existing material properties, anchor bolt pattern, edge conditions, and any other design reduction.

On sheet **815-002-00 (ver Jan 2013)** Type B, D1, & D2 Inlet Structure Filters, revise as follows:

Replace all references of #5 stone with #5 or #57 stone.

Payment for either #5 or #57 stone will be made under the pay item **Aggregate No. 5 for Erosion Control (6" Uniform)**



**PROPOSAL ITEMS AND QUANTITIES:**

A list of bid items and quantities is **Section F**.

**ELECTRONIC BIDDING:**

**Section 102.5** is deleted in its entirety. Electronic bids will not be accepted for this project. Refer to RFB and General Conditions for bidding instructions.

**PROPOSAL GUARANTY:**

**Section 102.9** is deleted in its entirety. Refer to the RFB and General Conditions for proposal guaranty/bid bond requirements.

**AWARD OF CONTRACT:**

**Section 103.2** of the Standard Specifications is amended to allow ninety (90) days for the award of a contract after the opening of proposals.

**EXECUTION OF THE CONTRACT:**

**Section 103.6** is hereby replaced with the following:

**Section 103.6 Execution of the Contract**

Prior to execution of the contract, and upon notification by the Owner or his designee, the successful bidder shall submit all Required Contract Forms to the Engineer, including Performance Bonds, Payment Bonds, and Certificates of Insurance, for review by South Carolina Department of Commerce (SCDOC). All parties shall execute the attached Form of Agreement at the Preconstruction Conference to be scheduled following approval by SCDOC. No Contract will be considered effective until it has been fully executed by all parties thereto.

**INSURANCE REQUIREMENTS:**

In addition to the requirements as set forth in Section 103.8 of the Standard Specifications (Edition of 2007), the Contractor shall purchase and maintain, in a company or companies acceptable to the Owner, general liability and automobile liability insurance written on an occurrence basis, with minimum limits as shown below or as required by law, whichever is greater. **The Contractor shall include the Owner and Dennis Corporation as Additional Insureds.** The authorized insurance company shall provide a Waiver of Subrogation in all policies maintained by the insured for the performance of the Contract.

GENERAL LIABILITY	LIMIT
General Aggregate	\$1,000,000.00
Products – Comp/Ops Aggregate	\$500,000.00
Personal & Advertising Injury	\$500,000.00
Each Occurrence	\$500,000.00
Fire Damage (any one fire)	\$25,000.00
Medical Expense (any one person)	\$10,000.00
<b>AUTOMOBILE LIABILITY (Any Auto)</b>	
Combined Single Limit	\$500,000.00

The Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

<u>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)</u>	<u>LIMIT</u>
(Each Accident)	\$100,000.00
(Disease-Policy Limit)	\$500,000.00
(Disease-Each Employee)	\$100,000.00

Certificates of Insurance acceptable to the Owner shall be filed not less than 10 days after notification of award.

The Certificate of Insurance shall not be changed to the extent that limits are decreased by endorsement, canceled or non-renewed without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain the coverage as required by Section 103.08 and these additional requirements. Failure to provide and maintain the required coverage will be grounds to declare the Contractor in default of the Contract.

The criteria which an Insurance Company or Companies are deemed satisfactory by the Owner shall include, but not be limited to the following:

- a) The above required insurance coverage shall be written by a Company or Companies licensed in the areas of required coverage by the Insurance Commissioner of the South Carolina Department of Insurance, and
- b) The Insurance Company or Companies shall be assigned a rating of "A-" or better by A. M. Best Company on its most recent Best's Insurance Report, and
- c) The Owner considers the "ACORD Certificate of Insurance" as an acceptable form of certificate.

#### **BONDS AND INSURANCE PAYMENT:**

Bonds and Insurance consists of all Bonds and Insurance required of the contractor. A maximum allowable amount of 2% of the total contract amount will be paid on the first pay estimate after work begins. If there is a remaining amount of the lump sum price for Bonds and Insurance after payments are made according to the limit above, then the remaining amount will be paid on the final estimate.

#### **PROJECT LIMITS AND SCOPE OF WORK:**

The Town of Varnville, due to budget considerations, reserves the right to adjust the amount of work to be performed on this project. Items of work may be added or deleted only at the discretion of the Town. The Contractor shall, by signing this request for bids, agree to adjust, as indicated by the Town, the quantities and corresponding pay items to be performed, at the times and locations determined to be beneficial to the Town.

#### **MAINTENANCE OF TRAFFIC:**

In addition to the Contractor maintaining traffic throughout the length of this project as required by the Specifications, it will also be necessary that the Contractor, prior to beginning any work, submit to the Engineer for approval his plan for constructing this project.

#### **CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:**

The Owner shall provide construction quality control and quality assurance testing for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

#### **CONSTRUCTION STAKES, LINES AND GRADES:**

Construction stakes, lines and grades shall be provided by contractor.

#### **SOUTH CAROLINA MINING ACT:**

See Attached Supplemental Specification Dated **March 20, 2003** as described in **Section E**.

#### **QUALIFIED PRODUCT LISTINGS:**

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.



**MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS:**

The contractor shall supply the Engineer with all required materials certifications and manufacturers test reports for items to be permanently incorporated into the project, prior to their use. The Town must approve these certifications and reports before payment can be made to the contractor for these items.

**DBE PARTICIPATION:**

The Bidder is encouraged to use DBE subcontractors on this project. All DBE participation shall be reported to the project engineer before substantial completion.

**COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:**

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, ***it shall be the responsibility of the contractor to inspect the site for potential utility conflicts and coordinate utility relocations during construction.***

It is the responsibility of the Contractor to call Palmetto Utility Protection Service (1-888-721-7877 or 811) and the non-PUPS member utilities three (3) days prior to work so that existing utilities can be properly marked.

**CRANE SAFETY:**

Refer to SCDOT Supplemental Specification dated **August 1, 2013** as described in **Section E**.

**REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:**

Contractors are encouraged to co-operate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions.

The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor may coordinate these activities with and receive guidance from the Engineer.

**CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:**

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide the engineer with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to SC Code 8-14-20(B)(2).

**IRAN DIVESTMENT ACT:**

By submission of this bid the bidder as the prime contractor does hereby certify their compliance to the following:

1. **CERTIFICATION:** (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (. ) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the SCDOT to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. © You must notify the SCDOT immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
2. **ONGOING OBLIGATIONS:** (a) You must notify SCDOT immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

- 3. **OPTION TO RENEW RESTRICTION:** Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**TEMPORARY SUSPENSION OF THE RESURFACING WORK:**

In addition to complying with Subsection 108.7 of the Standard Specifications, the Contractor must abide by the following:

Once work on a road commences, the Contractor must not suspend work on the road without written permission from the Engineer. In the event the Contractor suspends work without such approval, additional liquidated damages in the amount of **\$500.00** per calendar day will be assessed for the unauthorized suspended work period.

**PAVING OPERATIONS:**

The asphalt overlay shall be applied in two separate and distinct operations, each operation representing about one-half of the roadway width and traffic shall be maintained continuously. Unless otherwise directed by the Engineer, paving operations shall be scheduled such that the length of the longitudinal joint exposed to traffic shall not extend beyond the length of pavement placed in one normal days operation (or 3 miles, whichever is greater) before dropping back to bring the adjacent lane forward.

**CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:**

Completion Date for this project is **within 90 Days of NTP.**

Section 108.6 of the Standard Specifications is amended to include the following **immediately after paragraph No. 5:**

*An increase in contract time may be considered if, for reasons beyond the contractor’s control, including weather, the amount of time originally anticipated by the Town is not available to the contractor for the prosecution of the work. The actual number of days (based on project records) which the Engineer determines to have been satisfactory for performance of the work will be compared to the number of days which the Town originally used to determine the specified completion date. The completion date may be extended by such an amount as the conditions justify.*

**CONSTRUCTION SCHEDULES:**

Refer to SCDOT Supplemental Specification dated **November 4, 2013** as described in **Section E.**

This project is a **Level 1 Project.**

**FAILURE TO COMPLETE THE WORK ON TIME:**

Delete Section 108.9 in its entirety and replace with the following:

*Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Owner if the work is not completed on time.*

*Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner the amounts stipulated below:*

**LIQUIDATED DAMAGES SCHEDULE**

<u>Phase</u>	<u>NTP Date</u>	<u>End Date</u>	<u>Liquidated Damages</u>
All	*TBD	<b>90 Days</b>	<b>\$500.00 PER DAY</b>

\*To be determined at Preconstruction Conference.

**RETAINAGE:**

If the Contractor’s progress is judged to be delinquent or portions of the work are defective, the Town reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

**PROMPT PAYMENT CLAUSE:**

Refer to SCDOT Supplemental Specification dated **July 1, 2017** as described in **Section E**.

**FUEL ADJUSTMENT INDEX:**

There will be no adjustments for this contract.

**ASPHALT BINDER ADJUSTMENT INDEX:**

There will be no adjustments for this contract.

**DRESSING OF SHOULDERS:**

Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. The contractor shall also remove and dispose of all excess asphalt which is disturbed during minor grading for widening or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

**CONTINGENT MAINTENANCE STONE:**

Maintenance Stone used on this project shall conform to the gradation requirements of Section 305, or to the gradation specified for Aggregate No. CR-14 in the Standard Specifications.

**RATE OF APPLICATION:**

Portland cement shall be uniformly applied and mixed over the entire length of each roadway at a rate established per roadway, as determined by project manager or field engineer. The pounds per square yard specified are set up as an average rate of application. The Engineer may direct variations wherever conditions warrant.

**LIQUID CURING COMPOUNDS:**

Refer to SCDOT Supplemental Specification dated January 1, 2018 as described in **Section E**.

**ASPHALT BINDER AND ADDITIVES:**

Refer to SCDOT Supplemental Specification dated March 1, 2016 as described in **Section E**.

**CONCRETE ENTRAINED AIR AND SLUMP PROPERTIES:**

Refer to SCDOT Supplemental Specification dated February 1, 2015 as described in **Section E**.

**EROSION CONTROL MEASURES:**

Refer to SCDOT Supplemental Specification dated January 1, 2018 as described in **Section E**.

**TEMPORARY PAVEMENT MARKINGS FAST DRY, HIGH BUILD DURABILITY WATERBORNE PAINT:**

Refer to SCDOT Supplemental Specification dated August 1, 2014 as described in **Section E**.

**PORTLAND CEMENT & PORTLAND CEMENT CONCRETE:**

Refer to SCDOT Supplemental Specification dated May 5, 2014 as described in **Section E**.

**WORK ZONE TRAFFIC CONTROL REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTORS:**

Refer to SCDOT Supplemental Specification dated September 1, 2013 as described in **Section E**.

**NCHRP 350 APPROVED PRODUCTS LIST:**

Refer to SCDOT Supplemental Specification dated August 12, 2013 as described in **Section E**.

**TRAILER MOUNTED AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM (AFAD):**

Refer to SCDOT Supplemental Specification dated September 1, 2012 as described in **Section E**.

**PERMANENT PAVEMENT MARKINGS:**

Refer to SCDOT Supplemental Specification dated December 2, 2011 as described in **Section E**.

**EROSION CONTROL:**

Refer to SCDOT Supplemental Specification dated July 1, 2011 as described in **Section E**.

**CONCRETE BATCHING AND MIXING:**

Refer to SCDOT Supplemental Specification dated April 5, 2010 as described in **Section E**.

**SUBSECTION 401.4.17 TRANSPORTATION AND DELIVERY OF MIXES:**

Refer to SCDOT Supplemental Specification dated July 1, 2010 as described in **Section E**.

**CSXT SPECIAL PROVISIONS:**

Refer to SCDOT Supplemental Specification dated April 11, 2007 as described in **Section E**.

**BASES AND SUBBASES QUALITY CONTROL/QUALITY ASSURANCE:**

Refer to SCDOT Supplemental Specification dated June 1, 2001 as described in **Section E**.

**TRAFFIC CONTROL:**

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

**GENERAL REGULATIONS -**

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the Town. **Final approval of any revisions to the traffic control plan shall be pending upon review.**

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the *Standard Drawings For Road Construction*. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the *Standard Drawings For Road Construction* when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

**All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7' from the ground to the bottom of the sign.**

**Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.**

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retro-reflective sheeting. Residue from

tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retro-reflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for "Traffic Control" unless otherwise specified.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Engineer with no less than a two-week prior notification of changes in traffic patterns.

**No Nighttime work shall be permitted for this project.**

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2" and continue the work until these drop-offs are eliminated.

**During paving operations, the Department requires lane closures at all times where grade elevation differences and drop-offs greater than 2" exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.**

**During surface planing and milling operations, the department requires lane closures at all times where grade elevation differences and drop-offs greater than 1" exist, adjacent to or between the travel lanes of a roadway open to traffic, unless otherwise specified by these special provisions. If the grade elevation difference exceeds 1", mill the adjacent travel lanes or pave the milled travel lanes as necessary to eliminate these grade elevation differences before opening the travel lanes to traffic at these locations. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.**

**During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2" shall not exceed 2 miles.**

**During the surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1" shall not exceed 2 miles.**

**LANE CLOSURE RESTRICTIONS -**

The Contractor shall install all lane closures as directed by the Standard Specifications For Highway Construction (Edition of 2007), the Standard Drawings For Road Construction, these special provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of two-lane two-way roadways by installing flagging operations. The Contractor shall close the travel lanes of multilane roadways as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

**The Department prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.**

**The Department reserves the right to restrict the installation of lane closures on high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period. Extended holiday periods include but are not limited to the week of Thanksgiving, the weeks before and after Christmas, and the weeks before and after the 4<sup>th</sup> of July. The Contractor should submit inquiries to the Engineer regarding specific days of an extended holiday period no less than two weeks prior to entering into an extended holiday period. The Contractor should make these inquiries annually due to the progressive nature of the calendar.**

**Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all**



restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the Standard Specifications, these special provisions, and the Engineer.

**TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS -**

Typical traffic control standard drawings of the "Standard Drawings for Road Construction" for this project shall be as shown below or as required:

Install the permanent construction signs as shown on the typical traffic control standard drawing, "Construction Signing Permanent Primary Routes 605-010-02", or as directed by Engineer. A list of roadways for the placement of the signs can be obtained from the Engineer.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

## **SECTION E: SUPPLEMENTAL SPECIFICATIONS**

## SUPPLEMENTAL SPECIFICATIONS

Included herein are specific Supplemental Specifications provided by the South Carolina Department of Transportation (SCDOT). It is the Contractor's responsibility to construct the project in accordance to the current Supplemental Specifications released by SCDOT at the time Bids for this project were opened.

Below are listed SCDOT Supplemental Specifications that pertain specifically to the project which are included in this section. Additional Supplemental Specifications, not included but which may be required for the Project, are on file with SCDOT and are available on the SCDOT website: [http://www.scdot.org/doing/road\\_SupSpec.aspx](http://www.scdot.org/doing/road_SupSpec.aspx)

### THE LIST OF THE SUPPLEMENTAL SPECIFICATIONS PROVIDED IS AS FOLLOWS:

1. (01-01-18) Errata to Standard Specifications for Highway Construction
2. (01-01-18) Liquid Curing Compounds
3. (07-01-17) Prompt Payment Clause
4. (03-01-16) Asphalt Binder and Additives
5. (02-01-15) Concrete Entrained Air and Slump Properties
6. (01-01-18) Erosion Control Measures
7. (08-01-14) Temporary Pavement Markings Fast Dry, High Build Durability Waterborne Paint
8. (05-05-14) Portland Cement & Portland Cement Concrete
9. (11-04-13) Construction Schedules
10. (03-20-03) South Carolina Mining Act
11. (08-01-13) Crane Safety
12. (11-04-13) Construction Schedules
13. (09-01-13) Work Zone Traffic Control Requirements for Contractors/Subcontractors
14. (08-12-13) NCHRP 350 Approved Products List
15. (09-01-12) Trailer Mounted Automated Flagger Assistance Device System (AFAD)
16. (12-02-11) Permanent Pavement Markings
17. (07-01-11) Erosion Control
18. (04-05-10) Concrete Batching and Mixing
19. (07-01-10) Subsection 401.4.17 Transportation and Delivery of Mixes
20. (01-01-18) Errata to Standard Specifications for Highway Construction
21. (04-11-07) CSXT Special Provisions
22. (06-01-01) Bases and Subbases Quality Control/Quality Assurance

### THE LIST OF THE SUPPLEMENTAL TECHNICAL SPECIFICATIONS PROVIDED IS AS FOLLOWS:

1. SC-M-400 (01/18) Asphalt Mixture Quality Acceptance
2. SC-M-401 (06/07) Mixing Plants for Hot Mix Asphalt
3. SC-M-402 (01/18) Materials Properties for Asphalt Mixtures
4. SC-M-403 (04/16) Rideability for Asphalt Mixtures

5. SC-M-810-4 (07/17) Seeding
6. SC-M-815-2 (03/08) Silt Fence Systems
7. SC-M-815-8 (07/17) Inlet Structure Filters

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

## SECTION F: BID FORMS

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum:

\_\_\_\_\_ (Words)

\_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

10/16

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities. )

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Grant Number:** 4-CE-15-008 **Name of Participant:** \_\_\_\_\_

**Address of Participant:** \_\_\_\_\_

Name and Title of Authorized Representative	Signature	Date
---	-----------	------

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# Section 3 Information Sheet for Contractors/Businesses

## What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-income residents in connection with projects and activities in their neighborhoods.

## Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where an assisted project is located and who have a household income that falls below income limits.

## What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

## What types of economic opportunities should be made available under Section 3?

- Job training
- Employment
- Contracts

## Examples of Opportunities include:

<ul style="list-style-type: none"> <li>• Accounting</li> <li>• Architecture</li> <li>• Appliance repair</li> <li>• Bookkeeping</li> <li>• Bricklaying</li> <li>• Carpentry</li> <li>• Carpet Installation</li> <li>• Catering</li> <li>• Cement/Masonry</li> <li>• Computer/Information</li> <li>• Demolition</li> <li>• Drywall</li> </ul>	<ul style="list-style-type: none"> <li>• Electrical</li> <li>• Elevator Construction</li> <li>• Engineering</li> <li>• Fencing</li> <li>• Florists</li> <li>• Heating</li> <li>• Iron Works</li> <li>• Janitorial</li> <li>• Landscaping</li> <li>• Machine Operation</li> <li>• Manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>• Marketing</li> <li>• Painting</li> <li>• Payroll Photography</li> <li>• Plastering</li> <li>• Plumbing</li> <li>• Printing Purchasing</li> <li>• Research</li> <li>• Surveying</li> <li>• Tile setting</li> <li>• Transportation</li> <li>• Word processing</li> </ul>
---	---	---

### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

### **Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

### **Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.



**BIDDER’S SECTION 3 ESTIMATED NEW HIRES**

*NOTE: This form must be filled out by the contractor and is used to determine if any new hires will be needed as part of the project and if so, if any will be filled with Section 3 residents.*

<b>Job Category</b>	<b>Total Estimated Positions Needed (for this project)</b>	<b>No. Positions Occupied by Permanent Employees (for this project)</b>	<b>Number of Positions Not Occupied (for this project)</b>	<b>Number of Positions to be Filled with Section 3 Residents (for this project)</b>
<b>Officer/Supervisors</b>				
<b>Professionals</b>				
<b>Technical</b>				
<b>Hsq. Sales/Rental Mgmt.</b>				
<b>Office/Clerical</b>				
<b>Service Workers</b>				
<b>Others</b>				
<b>TRADE:</b>				
<b>Journeyman</b>				
<b>Apprentices</b>				
<b>Trainees</b>				
<b>Others</b>				

**Section 3 Resident Definition:**  
**Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence or the non-metropolitan area of the state.**

---

Company  
Highway 278 Streetscape

---

Project Title  
4-CE-15-008

---

CDBG Grant Number

---

Name of Person Completing Form

---

Date





# Section 3 Business Self-Certification

## BASIC INFORMATION

1. Company Name: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

4. Contractor's License: Class A B C N/A License Number: \_\_\_\_\_

5. Business License \_\_\_\_\_ Number Federal ID Number \_\_\_\_\_

6. Type of Business: \_\_\_\_\_

## TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents\*; or  
 Yes  No

*Attach list of Section 3 owners and income certifications*

2. At least 30% of your full time employees include persons that are currently Section 3 residents\*, or within three years of the date of first employment with the business concern were Section 3 residents; or  
 Yes  No

*Attach list of employees, Section 3 employees, and self certifications*

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.  
 Yes  No

*Attach list of subcontracted businesses, types and amounts*

**VERIFICATION** - The company hereby agrees to provide, upon request, documents verifying the information provided on this form.

**I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.**

Signature of Business Owner or Authorized Representative: \_\_\_\_\_

Signature: Date: \_\_\_\_\_

Attested by: Date: \_\_\_\_\_

**\*Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

## SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Town of Varnville (“Owner”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF VARNVILLE****HIGHWAY 278 STREETScape PROJECT****BID FORM AND SUMMARY OF QUANTITIES****BID OF:**\_\_\_\_\_  
(Contractor)**BID TO:**Town of Varnville Procurement, Varnville South Carolina  
Agency/Owner**PROJECT NAME:****HIGHWAY 278 STREETScape PROJECT****RFB NO:****4-CE-15-008****BID OPENING DATE & TIME:****THURSDAY, SEPTEMBER 6, 2018 AT 2:00 PM**

I/We the undersigned have reviewed the work at the work-site for the construction of improvements shown on the contract documents for the project, and after having examined all the bidding documents and acknowledged all addendum as follows:

Addenda \_\_\_\_\_

I agree, if selected by The Town, to execute the entire work in the bidding documents for:

(See Following Page)



**Varnville Streetscape  
Base Bid—RFB 4CE-15-008**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1031000	Mobilization	1	LS		
1031200	Bonds and Insurance	1	LS		
1050800	Construction Stakes, Lines & Grades	1	EA		
1071000	Traffic Control	1	LS		
2022000	Removal & Disposal Existing Light Pole	5	EA		
2027000	Removal & Disposal of Existing Concrete	5	CY		
2033000	Contingent Borrow Excavation (Shoulder Dressing)	45	CY		
3069900	Maintenance Stone	20	TON		
4011004	Liquid Asphalt Binder PG64-22	38	TON		
4013200	Milling Existing Asphalt Pavement 2.0"	5,685	SY		
4030320	Hot Mix Asphalt Surface Course Type B	625	TON		
6021120	Permanent Construction Signs (Ground Mounted)	232	SF		
6241030	White Single Arrows (Lt, Strght, Rt) - Perm. Pvmt. Mark	4	EA		
6241035	White Word Message "Only" - Perm. Pvmt. Mark	4	EA		
609115A	4" White Solid Lines (Temporary Paint)	1,000	LF		
609125A	8" White Solid Lines (Temporary Paint)	75	LF		
609135A	24" White Solid Lines (Temporary Paint)	44	LF		
609115B	4" Yellow Solid Lines (Temporary Paint)	2,500	LF		
6271005	4" White Broken Lines (Gap Excl.) - Thermo-90Mil	150	LF		
6271010	4" White Solid Lines (Pvt Edge Lines) - Thermo-90Mil	1,000	LF		
6271015	8" White Solid Lines (Crosswalk) - Thermo-125Mil	75	LF		
6271025	24" White Solid Lines (Stop/Diag Lines) - Thermo-125Mil	44	LF		
6271074	4" Yellow Solid Lines (Pvt Edge Lines) - Thermo-90Mil	2,500	LF		
6750213	2.0" Schedule 40 PVC Conduit (SCEG Lighting)	727	LF		
7203110	Concrete Curb and Gutter (1'-6") Vertical Face	235	LF		
8110001	American Boxwood	21	EA		
8111180	Sabal Palmetto	27	EA		
8152004	Inlet Structure Filter - Type F (Weighted)	32	LF		

BASE BID PRICE: \$ \_\_\_\_\_  
(numerals)

\_\_\_\_\_  
(words)

\_\_\_\_\_  
Name of Authorized Contractor Representative (Please Print)

**Add Alternate #1 - Additional Sidewalk**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
6271015	8" White Solid Lines (Crosswalk) - Thermo-125Mil	75	LF		
7203110	Concrete Curb and Gutter (1'-6") Vertical Face	140	LF		
7203130	Concrete Curb and Gutter (1'-6") Ogee	165	LF		
7204100	Concrete Sidewalk 4" Uniform	35	SY		
7205000	Concrete Sidewalk 6" Uniform	75	SY		
7204900	Detectable Warning Material	30	SF		
7205000	Concrete Driveway (6" Uniform)	15	SY		
7209000	Pedestrian Ramp Construction	60	SY		

ADD ALTERNATE #1 PRICE: \$ \_\_\_\_\_  
 (numerals)

\_\_\_\_\_  
 (words)

\_\_\_\_\_  
 Name of Authorized Contractor Representative (Please Print)

**Updated Per Addendum #2**

RFB NO: 4-CE-15-008

**TOWN OF VARNVILLE**

**HIGHWAY 278 STREETScape PROJECT**

**BID FORM**

The costs as indicated herein, are inclusive of all costs, including labor, supervision, materials, supplies, transportation, taxes or any other costs, incidental or otherwise, for the specified improvements. Additionally, I / We the undersigned understand that due to budget constraints, The Town reserves the right to adjust or amend the work requirements and/or negotiate with the lowest, most responsive, qualified, and responsible bidder in an effort to reach a cost that is fair, reasonable and acceptable to both parties.

**DISCREPANCIES, CONTRACTOR PROJECT ELEMENTS**

I/We the undersigned, acknowledge and understand that all Contractor "As Bid" unit measures for the various Project Elements will be reviewed by The Town and, where any discrepancies are noted The Town reserves the right to advise the bidder and make the necessary corrections and thereby adjust the Contractor's sum total bid amount accordingly. All adjustments, if any, will be predicated on work measurement as represented on the plans. I/We shall have the option to decline any reasonable unit measure adjustment that will reflect an increase in my/ our base bid. Therefore, it is understood that unless declined, any adjustments reflecting an increase in the element costs will, when adjusted, reflect an overall increase in the base bid and will be considered in determining the most responsive bid.

Printed Name of Person Binding Bid \_\_\_\_\_

Signature (X): \_\_\_\_\_

Date: \_\_\_\_\_

RFB NO: 4-CE-15-008

**TOWN OF VARNVILLE**

**HIGHWAY 278 STREETScape PROJECT**

**BID FORM**

**LISTING OF SUBCONTRACTORS**

Any bidder in response to this Request for Bids shall set forth in his bid the name and location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Description of Work</u>	<u>SubContractor's Name</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

**SUPERINTENDENT, PRIME CONTRACTOR**

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be

Name \_\_\_\_\_

RFB NO: 4-CE-15-008

**TOWN OF VARNVILLE**

**HIGHWAY 278 STREETScape PROJECT**

**BID FORM**

**ANTI-TRUST/NON-COLLUSION STATEMENT**

I, the undersigned, certify that this Bid does not violate Federal or State Antitrust Laws and I have received and read the Request for Bids and understand that this Bid is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

**BID HOLDING TIME AND ACCEPTANCE**

The undersigned agrees that this bid shall not be revoked or withdrawn after the time set for the opening for bids, but shall remain open for acceptance for a period of not less than ninety (90) days following the bid date.

**RESPONSIBILITY**

The undersigned understands that before awarding a contract, the Bids and Purchases Committee may require additional information in order to ascertain the Bidder's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to The Town within five (5) days after having been duly notified and requested may be just cause for rejection of bid and Bidder shall be considered noncompliant.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned certifies that the Contractor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.

FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

_____	_____	_____
(Classification)	(Sub-Classification)	(Limitations)

\_\_\_\_\_  
(S.C. Contractor's License Number)



RFB NO: 4-CE-15-008

**TOWN OF VARNVILLE**

**HIGHWAY 278 STREETScape PROJECT**

**BID FORM**

**AUTHORIZATION:**

\_\_\_\_\_  
(Print Name of Contractor/Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Area Code & Telephone Number)

\_\_\_\_\_  
(Area Code & Fax Number)

# SECTION G: PROJECT INFORMATION

## LOCATION MAPS / INFORMATION



TOWN OF VARNVILLE  
HIGHWAY 278 STREETScape PROJECT  
NOT TO SCALE



TRANSPORTATION ENHANCEMENT IMPROVEMENTS  
AT EAST CAROLINA HIGHWAY AND  
MAIN STREET IN THE TOWN OF VARNVILLE,  
HAMPTON COUNTY, SOUTH CAROLINA



**DENNIS**  
CORPORATION

TOWN OF VARNVILLE  
HIGHWAY 278 STREETScape PROJECT  
NOT TO SCALE

**DENNIS**  
CORPORATION  
1800 HUGER STREET | COLUMBIA | SOUTH CAROLINA | 29201  
(803) 252-0991 | WWW.DENNISCORPORATION.COM