

**PROJECT MANUAL  
FOR  
Lincolnshire Drainage - Phase 1A**

**BID NO. 24-054**

**CDBG #4-CI-21-009**



**GEORGETOWN COUNTY,  
SOUTH CAROLINA**

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS  
DIVISION 1 – GENERAL REQUIREMENTS  
DIVISION 2 – TECHNICAL SPECIFICATIONS**

**PREPARED BY:  
GEORGETOWN COUNTY  
DEPARTMENT OF PUBLIC SERVICES  
CAPITAL PROJECTS DIVISION**

**&**

**Cranston Engineering Group, P.C.**  
2000 Daniel Island Drive, Charleston, South Carolina 29492  
PHONE: 843-352-7770 | WEBSITE: [Cranstonengineering.com](http://Cranstonengineering.com)

October 17, 2024

TABLE OF CONTENTS

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
00010	Invitation for Bids.....	04
00100	Instructions to Bidders.....	09
00200	<u>Optional Forms</u>	
	Intent to Respond.....	23
	Material Substitution Request.....	24
00300	<b><u>Mandatory Bid Forms Sections 00300 - 00601</u></b>	
	Exhibit A Bid Form.....	26
	Exhibit B Acknowledgement of Addenda.....	32
	Exhibit C Non-Collusion Affidavit.....	33
	Exhibit D Indemnification.....	34
	Exhibit E List of Prime & Subcontractors.....	35
	Exhibit F Statement of Experience.....	36
	Exhibit G Exceptions Page Form.....	37
	Exhibit H Bidder's Section 3 Estimated New Hires .....	38
	Exhibit I Bidder's Proposed Section 3 Contract/Subcontracts .....	39
	Exhibit J Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions .....	40
	Exhibit K South Carolina Illegal Immigration Reform Act Contractor Certification.....	41
00400	Bid Bond.....	42
00500	Sample Contract.....	44
	Contract Special Provisions.....	50
00600	Performance Bond .....	66
00601	Labor and Material Payment Bond .....	69
00650	Supplemental Information-Wage Determination.....	70
	Mitigation Measures and Conditions .....	75
	Relevant Documents	
Appendix 1	Targeted Section 3 Worker Certification.....	76
Appendix 2	Section 3 Business Concern Self-Certification.....	77
Appendix 3	Section 3 Information Sheet for Contractors/Businesses.....	78
Appendix 4	Notice of Intent to Award.....	80
Appendix 5	Notice to Proceed .....	81
00750	Summary Schedule and Key Milestones .....	82
00900	List of Drawings & Technical Specifications.....	83

**DIVISION 1 - GENERAL REQUIREMENTS**

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
01100	Summary of Work.....	89
01290	Payment Procedures.....	92
01300	Regulatory Requirements.....	96
01310	Project Management and Coordination.....	98
01315	Progress Meetings .....	101
01320	Construction Progress Documentation .....	103
	1.12 Rain Delays.....	109

01322	Photographic Documentation.....	110
01330	Submittal Procedures.....	112

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
01331	Schedule of Values.....	117
01400	Quality Requirements.....	119
01410	Testing Laboratory Services .....	122
01500	Temporary Facilities and Utilities .....	126
01510	Temporary Construction Controls .....	129
01530	Barriers .....	133
01563	Handling of Incidental Fuel Spillage .....	134
01570	Traffic Regulation.....	137
01600	Product Requirements .....	139
01610	Materials and Equipment .....	142
01620	Storage and Protection .....	148
01700	Execution Requirements.....	151
01710	Final Clearing.....	154
01770	Closeout Procedures .....	156
01781	Project Record Documents.....	161
01790	Warranties and Bonds .....	165

## **DIVISION 2 – TECHNICAL SPECIFICATIONS**

<u>Section No.</u>	<u>Title</u>	
02000	Site Clearing .....	168
02050	Selective Demolition.....	169
02100	Erosion and Sediment Control.....	172
02105	General Excavation, Filling and Backfilling.....	177
02110	Flowable Fill.....	178
02300	Trenching.....	179
02335	Sub-grade.....	180
02340	Base Course.....	181
02345	Proof Rolling.....	182
02400	Hot Mix Asphalt Pavement.....	183
02450	Roadway Pavement Markings.....	184
02460	Thermoplastic Pavement Markings.....	185
02500	Storm Drainage System.....	186
02550	Precast Drainage Structures.....	187
02560	Cast-In-Place Concrete.....	188
02600	Water Utility.....	203
02700	Sanitary Sewer Utility.....	204
02740	Utility Relocation Requirements.....	206
02740	Riprap and Slope Protection .....	207
02800	Seeding.....	208

END OF TABLE OF CONTENTS

**SECTION 00010  
INVITATION FOR BIDS  
CDBG # 4-CI-21-009**

**Time Line: Invitation for Bid #24-054**

Advertised Date of Issue:	Friday, October 25, 2024	n/a	n/a
(Voluntary) Pre-Bid Conference & Site Inspection	Wednesday, November 13, 2024	n/a	<b>11:00a.m</b>
Material Substitution Cut-Off Time:	Thursday, November 14, 2024	3:00 PM ET	n/a
Inquiry Cut-Off Time:	Monday, November 18, 2024	3:00 PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, November 27, 2024	3:00 PM ET	Electronic
Public Bid Opening & Tabulation:	Wednesday, November 27, 2024	3:00 PM ET	Hybrid*
County Council Approval (Tentative)	Tuesday, December 10, 2024	5:30 PM ET	TBD

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

† **Meeting at County Council Chambers 129 Screven St. Georgetown, SC 29440**

**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**GEORGETOWN COUNTY, SOUTH CAROLINA**

All bids must be submitted electronically through the Purchasing Department’s Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline above for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public’s viewing after the bid opening.

<b>Purchasing Contact:</b>	<b>Jennifer Hunt</b>
Phone	843-545-3076
Fax:	843-545-3500
E-mail:	<a href="mailto:purch@gtcounty.org">purch@gtcounty.org</a>



This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof. EQUAL EMPLOYMENT OPPORTUNITY  
No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

1) **Scope of Work:**

**Base Bid**

The scope of work includes conducting channel improvements of the outfall ditch to ensure that there is proper elevation drops to the Highway 521 box culverts. The contractor shall clean out culverts beneath Highway 17, Reed Court, and Mercer Avenue. The existing ditch will be cleaned out from Station 0+00 to 189+30 or culvert to culvert.

**\*Special Notes**

1. Georgetown County has already obtained Pre-Construction Permits and Easements.
2. The Contractor will be responsible for any and all damage outside of the easements.
3. Damage to any fence, shed, or property will be the responsibility of the Contractor. If items are obstructing clearing activities within the easements, the contractor shall notify Georgetown County immediately.
4. The Contractor will be responsible for any and all shoulder and lane closures and permits with SCDOT.

Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

2) **Grant Requirements:**

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 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 of 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, and Build America, Buy America Act (BAP), imposed by the Build America, Buy America Act (BABA), enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) signed into law on November 15, 2021. The CDBG application, including the cost estimate, is available for review by contacting Imani Jones/843-436-6122.

Due to the nature of funding for this project, the County's normal local vendor preference shall be waived for this solicitation.

Contractor must comply with any and all contract provisions as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 Appendix II or the most current contract provisions as mandated by HUD if different than that listed herein.

While no goal percentage has been indicated, the Contractor is required to take the below affirmative steps if subcontracting to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 C.F.R. § 200.321):

- Place such organizations that are qualified on solicitation lists;
- Ensure such organizations are solicited whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities;
- Establish delivery schedules, where the requirement permits, which encourage their participation;
- Use the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 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.

3) A **Pre-Bid Meeting** will be held on **Wednesday, November 13, 2024 at 11:00 AM** Eastern Time. This meeting is voluntary but attendance is strongly encouraged. Meeting will be at the Council Chambers with 129 Screven Street Georgetown, SC 29440. The purpose of the meeting is to help answer any questions bidders may have regarding the project and provide an opportunity to visit the site. The County's official responses will be provided after the meeting via addendum.

4) **Site Inspection:**

- a) 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.
- b) 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.
- c) The bidder shall examine the premises and the site and compare them with any

- c) 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.
- d) 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.
- e) 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 County personnel at the site.
- f) When boring data is provided by the Owner, the Bidder shall assume responsibility for any conclusions he/she may draw from such data. (S)he may employ his/her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

5) **Bid Security/Bid Bonding:**

- a) **Each bid must be accompanied by a Bid Bond** for an amount equal to five percent (5%) of the total bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Due to the current electronic nature of bidding, the County will no longer accept cashier's checks as a bid bond.
- b) The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days the after receipt of written notice of formal award of the Contract.
- c) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.
- d) Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor who shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of

the bonds has been made by the Owner.

- e) The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- f) The cost of the bonds shall be included in the construction portion of the base bid.

6) **General Terms & Conditions:**

- a) Bidders shall be licensed as a General Contractor in the State of South Carolina and will hold all Trade Contracts and Building Permit(s) on the project.
- b) Trade Contractors (Prime and Sub-Contractors) shall be qualified to perform work contracted for and shall be licensed as such in the State of South Carolina.
- c) The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.
- d) The contractor is responsible for contacting the Palmetto Utility Protection Service (P.U.P.S.) at its 811 or toll-free number (1-888-721-7877) between the hours of 7:30 am (ET) and 5:30 pm (ET), Monday through Friday, 72 hours before starting the proposed work.

7) **Permits:**

- a) Cranston has obtained the necessary permits for this project. Copies of these permits are attached as separate file.
  - b) There are no Geotechnical reports available.
- 8) The Construction Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible proposal as determined by the County. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County and to hold all proposals for examination for a period not to exceed ninety (90) calendar days.

Throughout this Project Manual all references to the "Owner" shall mean the County of Georgetown, SC or its Designated Representative.

END OF SECTION 00010



**Instructions for Bidders**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the Consultant.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Jennifer Hunt, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [purch@gtcounty.org](mailto:purch@gtcounty.org)

2. Sealed bids to provide **Lincolnshire Drainage - Phase 1A** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline in this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

**3. Incident Weather/Closure of County Courthouse**

At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see bid timeline for details concerning location(s) and method. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440. If the County Courthouse is closed, the bid may still be conducted virtually from an alternate location or the bid date & time may be postponed via an issued addendum.

4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives

bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.

b) The term “Repairs” or “Work” refers to the **complete set of services** as specified in this document, in every aspect.

c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.

d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be

canceled and either re-awarded or a new solicitation issued.

9. **Faxed or E-mailed bids will not be accepted by Georgetown County.** Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtCounty.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
  - A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <https://sam.gov/content/wage-determinations>.
  - B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard



workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) 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 the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom,

or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Bid Opportunities" from the Quick Links box at the bottom of the page. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. Form and Style of Bids

- a) Bids in the form of sealed proposals for the Construction of the Project will be received until the time and the date stated in Section 00010, Invitation for Bids.
- b) The Bid shall be submitted on the Bid Form provided; no other form is acceptable.
- c) The successful Bidder will be required to provide verified breakdown of costs of all services and work in a manner acceptable to the Owner.
- d) All blanks on the Bid Form shall be filled in, either typed or printed in ink. The person signing the bid shall initial all corrections or erasures.
- e) Where so indicated on the Bid Form, the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- f) Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern.
- g) Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- h) Bids containing qualifications will be considered irregular, non-responsive and may be disqualified.
- i) A Bid Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.

- j) A Bid Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the Bid Form shall be typed or printed below the signature.
- k) When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Bid Form shall be typed or printed below the signature.

28. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

N/A

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

29. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service Consultant to maintain on file with the Senior Buyer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

### 30. Hold Harmless Clause

The Contractor shall, during the term of the contract and including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, architect and his consultants, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 31. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### 32. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

### 33. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown

Accounts Payable, Finance Dept.  
P.O. Box 421270  
Georgetown, SC 29442-4200 or  
Emailed to [acctpayable@gtcounty.org](mailto:acctpayable@gtcounty.org)

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

34. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

35. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Senior Buyer.

36. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

37. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

38. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

39. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

40. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

41. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

42. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

43. Notice of Award

Either a *Notice of Intent to Award* or *Notice of Award* will be posted to the County's e-procurement webpage at <https://vrapp.vendorregistry.com/Bids/View/ExpiredBidsList?buyerId=80b55190-4fef-4799-912d-3459328cf6f3> and notification sent to all respondents.

44. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. A copy of this ordinance can be found on the County website at: <https://www.gtcountry.org/172/Purchasing>. As stated in the ordinance, failure to be awarded a bid shall not be valid grounds for protest.

45. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

46. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

47. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

48. Substitutions and Product Options

Written requests for changes in products, materials, equipment and methods of construction required by the Contract Documents shall be submitted to the Owner must be approved by the Owner prior to effecting such requested changes.

49. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

50. 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.

51. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

52. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time



specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

53. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

54. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

55. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

56. Georgetown County, SC has a Local Vendor Preference is waved in this solicitation due to the funding of this project

57. Bidding Documents

a) Each Bidder shall carefully examine the Bidding and Contract Documents, General Requirements, Drawings and Technical Specifications and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Bid. Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Bidding and Contract Documents, Project Site and / or local conditions. The Owner shall make such interpretations, corrections or changes to the Bidding Documents and will reply to all questions submitted by the Bidders. The Owner will log all responses and issue an addendum as may be appropriate. The Owner will not be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to Bidders will become a part of the Bidding and Contract Documents. All inquiries shall be directed in writing or transmitted by facsimile to the office of the Owner. No allowance will be made after Bids are received due to oversight and / or error by bidder.

b) Each Bidder shall carefully review the Table of Contents and the List of Drawings in the Project Manual to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the Owner, in writing, of any discrepancy.

c) Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

58. Liquidated Damages

Refer to The Project Manual, Vol. 1, Division 1, Section 01100, **Summary of Work**.

59. Retainage

Retainage in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

**END OF SECTION 00100**



SECTION 00200

# Intent to Respond

**REF: Bid #24-054, Lincolnshire Drainage - Phase 1A CDBG #4-CI-21-009**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Jennifer Hunt, Senior Buyer:**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]



**MATERIAL SUBSTITUTION REQUEST**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**

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

We hereby submit for your review the following PRODUCT SUBSTITUTION of the specified material for the above listed project.

Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Specified Material: \_\_\_\_\_

Attached is complete technical data of the PRODUCT SUBSTITUTION, highlighted or underlined for easy reading, including laboratory test, as necessary, in duplicate. Included is complete information on changes to the Project Manual Documents required by the proposed PRODUCT SUBSTITUTION for its proper installation.

A) The Trade Contractor, under whose transmittal this information is sent, has reviewed the PRODUCT SUBSTITUTION and agrees it is applicable to this project in the location described and agrees to warrant/guarantee the use of the PRODUCT SUBSTITUTION in the same manner he would the Specified Product.

**Yes**       **No**

If not, explain: \_\_\_\_\_

B) Does the PRODUCT SUBSTITUTION affect the dimensions shown on the Drawings in ANY WAY?

**Yes**       **No**

If so, how? \_\_\_\_\_

C) Does the undersigned have the approval of the Manufacturer/Supplier to pay for any changes to the building design, including engineering and detailing costs, caused by the requested PRODUCT SUBSTITUTION?

**Yes**       **No**

If so, to what extent? \_\_\_\_\_

D) What effect does the PRODUCT SUBSTITUTION acceptance have on other trades?

**None**       **Don't Know**       **As follows:**

\_\_\_\_\_  
\_\_\_\_\_





**“EXHIBIT A”  
BID FORM**

**Bid #24-054, Lincolnshire Drainage - Phase 1A CDBG #4-CI-21-009**  
**(Mandatory Bid Submittal Form)**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

The undersigned, shall visit the site of the Work and familiarize themselves with local conditions affecting the cost of the work and with all requirements of the proposed Construction Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

- 1) Name of Company submitting bid \_\_\_\_\_
- 2) **BASE BID PROPOSAL:** Bidder / Proposer agrees to perform all of the work described in the specifications, including allowances, and shown on the drawings, for the sum of:

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	EA		
2	Bonds and Insurance	1	EA		
3A	Traffic Control - Shoulder	1	EA		
3B	Traffic Control - Lane Closure	1	EA		
4	Construction Stakes, Lines, & Grades	1	EA		
5	Ditch Check Dam	3	EA		
6	Sediment Tubes	5	EA		
7	Channel Restoration - Mercer to Reed (Spoils to be removed from site)	950	LF		
8	Channel Restoration Reed to Highmarket (Spoils to remain onsite)	830	LF		
9	Sod (Mercer SCDOT ROW)	175	SY		
10	Permanent Seeding (Hwy 17 SCDOT ROW)	150	SY		
<b>PROJECT TOTAL</b>					

- 3) For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (10%) total for overhead and profit on work performed by the Contractor’s own forces and (15%) total on work by Subcontractors.
- 4) **COMPLETION DATE:** Contractor must conform with *Division 0, Section 00750, Summary Schedule and Key Milestones*.

- 5) LIQUIDATED DAMAGES: A schedule will be determined with the Owner and the awarded Contractor(s). Liquidated damages will be set at \$500 per day for the Contractor's failure to meet the agreed upon construction schedule.
- 6) The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.
- 7) The undersigned, when notified of the acceptance of this Bid, does hereby agree to enter into a Contract with the Owner within five (5) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he/she shall give a Performance Bond and Payment Bond, with good and sufficient surety.
- 8) The undersigned further agrees that if awarded the Contract he/she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he/she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he/she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.
- 9) The undersigned agrees that the Owner's damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.
- 10) In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.
- 11) The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum five percent (5%) of the total base bid payable to Georgetown County, as required in the Request for Bids, and the undersigned agrees that in case he/she fails within five (5) calendar days after Notice of Award of the Contract to him /her to enter into the Contract in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his / her rights and interest in such Bid and that the cashier's check, certified check, or Bid Bond accompanying his or her bid has been forfeited.

Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his / her Bid.

- 12) A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.
- 13) The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contractor or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.
- 14) It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.
- 15) The undersigned affirms that he/she has completed all of the blank spaces in the Bid Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract.
- 16) The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".
- 17) **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation for Bids (IFB). The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's response to be disqualified. The following forms identified as Exhibits to this IFB, shall be included in the response:

Exhibit A	Bid Form
Exhibit B	Acknowledgement of Addenda
Exhibit C	Non-Collusion Affidavit
Exhibit D	Indemnification
Exhibit E	List of Prime & Subcontractors
Exhibit F	Statement of Experience
Exhibit G	Unit Price Schedule
Exhibit H	Exceptions Page Form
Bid Bond	5% of total base bid

18) Project Mgr/NTP Contact Address: \_\_\_\_\_  
\_\_\_\_\_



19) Project Mgr/NTP Contact Person: \_\_\_\_\_

20) Telephone Number: \_\_\_\_\_ Fax Number : \_\_\_\_\_

21) E-Mail address \_\_\_\_\_

22) Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

23) A/P Accounting Contact: \_\_\_\_\_

24) Telephone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

25) E-Mail address: \_\_\_\_\_

26) Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

27) If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract and Certificate of Insurance (COI) and Payment and Performance Bonds must be received.

28) Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes       No

29) Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

30) RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

31) CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor 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 the complying with the requirements set forth in title 44, Chapter 107.

**Yes**                       **No**

32) Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

33) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 24-054 were received.

34) MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

**Yes**                       **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

**Yes**                       **No**

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

**Yes**                       **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

**Yes**                       **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

35) **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

36)

**INFORMATION ONLY:**

- Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_\_\_\_\_
- Our company does not accept VISA government procurement cards.

37) Printed Name of person binding bid \_\_\_\_\_

38) Signature (X) \_\_\_\_\_

39) Date: \_\_\_\_\_



**“EXHIBIT B”**  
**ADDENDA ACKNOWLEDGEMENT**  
**Bid No. 24-054, Lincolnshire Drainage - Phase 1A**  
**(Mandatory Bid Submittal Form)**

COMPANY NAME: \_\_\_\_\_

- Addendum #1 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_
- Addendum #2 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_
- Addendum #3 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_
- Addendum #4 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_
- Addendum #5 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_
- Addendum #6 Received Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**“EXHIBIT C”**  
**Non-Collusion Affidavit/Oath**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**(Mandatory Bid Submittal Form)**

COUNTY OF: \_\_\_\_\_ )

STATE OF: \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, has made oath that they are the  
(Print/Type Name of Person Authorized to Bind Company)

\_\_\_\_\_ of \_\_\_\_\_  
(Print/Type Title-i.e. Owner, President, etc.) (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

Signature of Offeror: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Affix Notary Seal Below:**



**“EXHIBIT D”**  
**INDEMNIFICATION**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**(Mandatory Bid Submittal Form)**

The Bidder / Proposer will indemnify and hold harmless the Owner, Georgetown County, South Carolina and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Georgetown County, South Carolina or any of their agents and / or employees by an employee of the Bidder / Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder / Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder / Proposer under this paragraph shall not extend to the liability of Georgetown County, South Carolina or its agents and / or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

BIDDER / PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

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

TELEPHONE NO.: \_\_\_\_\_

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



**“EXHIBIT E”**  
**LIST OF PRIME AND SUBCONTRACTORS**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**(Mandatory Bid Submittal Form)**

The undersigned states that the following is a full and complete list of proposed prime contractor and subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

<b>Prime Contractor, Subcontractor Consultants and Address</b>	<b>Class of Work to be Performed</b>
1) _____ _____	_____
2) _____ _____	_____
3) _____ _____	_____
4) _____ _____	_____
5) _____ _____	_____
6) _____ _____	_____

**Date:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



**“EXHIBIT F”**  
**STATEMENT OF EXPERIENCE**  
**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**(Mandatory Bid Submittal Form)**

The Bidder is requested to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents. The County requests a minimum of five (5) references from the Primary Contractor. The Bidder may print additional pages to provide additional references if they so choose.

**Project and Location**

**Reference**

1) _____ _____ _____	_____ _____ _____
2) _____ _____ _____	_____ _____ _____
3) _____ _____ _____	_____ _____ _____
4) _____ _____ _____	_____ _____ _____
5) _____ _____ _____	_____ _____ _____

**Date:** \_\_\_\_\_ **Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_





**“EXHIBIT H”**

# **EXCEPTIONS PAGE**

**Bid #24-054, Lincolnshire Drainage - Phase 1A**  
**MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.

**END OF SECTION**

**“EXHIBIT H”**

Rev 10/2017

**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

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
CDBG Grant Number

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Date



**“EXHIBIT J”**

**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:** \_\_\_\_\_ **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.

“EXHIBIT K”

**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 Name Of Owner (“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: \_\_\_\_\_



**SECTION 00400  
BID BOND**

Submit one (1) original, Power of Attorney, and Agent’s Current South Carolina license.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENT that we, \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, are

held and firmly bound unto Georgetown County, hereinafter called the Owner, in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), which is equivalent to \_\_\_\_\_% of the total bid amount, for the payment of which sum well and to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 entered into a certain Contract with the Owner, hereto attached, for Contract entitled Bid **#24-054, Lincolnshire Drainage - Phase 1A**

NOW THEREFORE, If the Principal shall not withdraw said Bid within NINETY (90) calendar days after date of opening of the same, and shall within five (5) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient surety or sureties, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the proper payment of all persons furnishing labor or materials in connection therewith, or in the event or withdrawal of said Bid within the period specified, or in the event of failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount of which the Owner may procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PRINCIPAL (If Sole Proprietor or Partnership)

(Firm Name)

ATTEST

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
(Secretary)

(Impress Corporate Seal)

COUNTERSIGNED BY  
RESIDENT SOUTH CAROLINA  
AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
(Copy of Agent's current license  
as issued by State of South Carolina  
Insurance Commissioner

By: \_\_\_\_\_  
Attorney-In-Fact  
(Power of Attorney Must Be Attached)

(Impress Corporate Seal)





3. The Project has been designed by the \_\_\_\_\_. whose office is located at \_\_\_\_\_ and who will act as the ENGINEER in connection with completion of the Work in accordance with the Contract Documents.
4. The project will be considered substantially complete upon completion of all items listed in the Bid Form and appurtenances in accordance with the Contract Documents, including successful performance of all testing requirements.
5. The Contractor's indemnity and defense obligations under this Contract shall be absolute notwithstanding any provision contained herein or elsewhere to the contrary, and shall survive Final Completion and Final Payment for a period equal to the statute of limitations for any action which could be brought against the Owner or its agents, officers, directors and employees and shall continue through the duration of any action brought during the applicable time periods.
6. The Contractor agrees to indemnify, defend and hold the Owner, and the Engineer, and each of their agents, representatives, officers, directors and employees, harmless from all costs, damages and expenses, including reasonable attorney's fees, incurred by the Owner and its consultants by virtue of any claim or claims filed by any Trade Subcontractor, mechanic, laborer, or materialman making claims arising from the performance of the Work by, though, or under the Contractor, provided the Contractor has received from the Owner all amounts properly due under this Contract concerning the claim. The Contractor shall execute and deliver to the Owner's title insurer similar indemnifications or such other document as such title insurer shall reasonably request in order to protect it against lien claims from Trade Subcontractors. The Contractor also hereby agrees to indemnify and hold harmless, protect and defend the Owner and its consultants from and against any liability, claim, judgment, loss or damage, including, but not limited, to direct damages, attorney's fees, court costs and expenses of collection, occasioned in whole or in part by the sole failure of the Contractor, and its Trade Subcontractors to comply with any of the terms or provisions of this Contract.
7. In any and all claims against the Owner, by any employee of the Contractor or Trade Subcontractor, anyone directly or indirectly employed by any of them, their agent or anyone for whose acts any of the Contractor or Trade Subcontractors may be liable, the indemnification obligation under this Paragraph 2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Trade Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
8. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of \$\_\_\_\_\_ (the said sum being the total of the Contractor's bid, a copy of which is attached hereto and, pro tanto, made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit prices, together with firm fixed prices, contained in said bid, for the work actually completed. Payments on accounts will be made as customarily provided by the County and consistent with applicable County procedures. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof. Any unit of provision of goods and services must be approved in writing by the Owner prior to payment.

9. The Owner may unilaterally cancel this Contract and the goods and services there under in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of the applicable South Carolina Code of Laws, made or received by the Contractor in conjunction with this Contract.
10. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
11. The Contractor shall provide a payment and performance bond (the "Bond") to the Owner meeting the requirements of applicable South Carolina Code of Laws, The Georgetown County Procurement Ordinance, as amended, and associated bid documents referenced herein, which by virtue of executing this contract the Contractor has accepted in the sum of \$ \_\_\_\_\_ and shall cause the Bond to be recorded with the Notice of Commencement in the Public Records of Georgetown County, South Carolina.
12. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, or the State of South Carolina, respectively.
13. Contractor and its employees shall promptly observe and comply with all applicable provisions of any Federal, State and local laws, ordinances, rules or regulations which govern or apply to the goods or services rendered by Contractor hereunder including the wages paid by Contractor to its employees. Contractors shall require all of its Subcontractors to comply with the provisions of this paragraph.
14. Contractor shall procure and keep in force during the term of this contract all necessary insurance (including but not limited to general liability, casualty, workers compensation, and automobile), licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its Subcontractors to comply with the provisions of this paragraph.
15. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative, legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
16. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business or property for/on which the Contractor to conduct activities hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any third party person, other than a bona fide employee working solely for Contractor, to bid, solicit or secure this Contract, that it has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the

above provision in each of its Subcontractor agreements relating to the services to be performed hereunder.

17. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
18. This Contract, including all Contract documents such as, but not limited to, bid documents and procurement packages, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
19. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of South Carolina need not be approved by them.
20. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of South Carolina. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.
21. Termination of Contract
  - a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performed this Contract, whether completed or in process, delivered to the Owner.
  - b) If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
  - c) If, after notice of termination for failure to fulfill its Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 21.a of this clause.
  - d) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
  - e) Non-Appropriation:  
It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

22. Waiver or Forbearance

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

23. Title VI Compliance:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SAMPLE

IN WITNESS WHEREOF, the Owner and Contractor hereto have signed and sealed this Contract on the day and date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

APPROVED:

APPROVED:

CONTRACTOR

GEORGETOWN COUNTY

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

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

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

**Angela Christian, County Administrator**

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

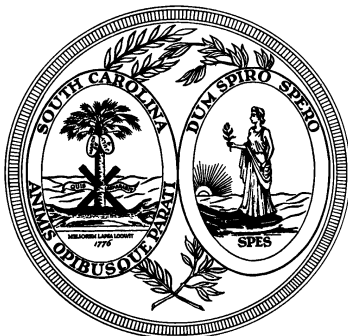
Date: \_\_\_\_\_

SAMPLE

---

END OF SECTION 00500

**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 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.
  - (a) The Grantee shall ensure compliance with the requirements of the Build America, Buy America Act, as amended 41 U.S.C 8301 et. Seq. and all applicable HUD regulations. This domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.
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 ensure 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 75, 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 75 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 75, 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 75. 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 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 75. Noncompliance with the regulations in 24 CFR Part 75 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 1010, 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 subparagraph (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.

**SECTION 00600**  
**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto Georgetown County, South Carolina hereinafter called the Obligee, in the Penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 entered into a certain Contract with the Owner, included herein, for the Contract entitled **Bid #24-054, Lincolnshire Drainage - Phase 1A.**

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract, or wherever the contract has been terminated by default of the Contractor, the Owner having performed the Owner's obligations hereunder, the Surety shall:

1. Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost completion less the balance of the Contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term balance of the Contract price: as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be assessed against the Principal and Surety herein, all expenses, including design/engineering, geo-technical, surveying, and legal services incidental to collecting losses to the Owner under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular

item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PRINCIPAL**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

**SURETY**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

**END OF SECTION 00600**



**SECTION 00601  
LABOR AND MATERIAL PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto Georgetown County, South Carolina hereinafter called the Obligee, in the Penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 entered into a certain Contract with the Owner, included herein, for the Contract entitled **Bid #24-054, Lincolnshire Drainage - Phase 1A.**

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payments to all persons supplying labor, materials and supplies used directly or indirectly by said Principal or his Subcontractors in the prosecution of the work provided for in said Contract, then this obligations shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. This bond is executed for the purpose of complying with the applicable State of South Carolina Statutes and all acts amendatory thereof, and this Bond shall inure to the benefit of any and all persons supplying labor, material and supplies used directly or indirectly by the Principal or his Subcontractors in the prosecution of the work provided for in said Contract so as to give such persons a right of action to recover upon this Bond in a separate suit brought on this Bond. No right of action shall accrue hereunder to or for the use of any person except as such right of action may be given and limited by the applicable State of South Carolina Statutes.
2. In each and every suit brought against the Principal and Surety upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as a part of the cost and expense of said suit.
3. A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies, shall, within forty-five (45) calendar days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
4. A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within ninety (90) calendar days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
5. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.



The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PRINCIPAL**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

**SURETY**

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
WITNESS

**END SECTION 00601**

**SECTION 00650**

"General Decision Number: SC20240040 01/05/2024

Superseded General Decision Number: SC20230040

State: South Carolina

Construction Type: Highway

Counties: Allendale, Bamberg, Barnwell, Beaufort, Colleton, Georgetown, Hampton, Jasper, Newberry, Orangeburg and Williamsburg Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN ALLENDALE AND BARNWELL COUNTIES

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUSC2011-038 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.47	**
CEMENT MASON/CONCRETE FINISHER...\$	14.11	**
IRONWORKER, REINFORCING.....\$	15.64	**
LABORER		
Asphalt, Includes Asphalt Distributor, Raker, Shoverler, and Spreader.....\$		
Colleton.....	\$ 10.96	**
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.

=====  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$17.20) or 13658  
 (\$12.90). Please see the Note at the top of the wage  
 determination for more information. Please also note that the  
 minimum wage requirements of Executive Order 14026 are not  
 currently being enforced as to any contract or subcontract to  
 which the states of Texas, Louisiana, or Mississippi, including  
 their agencies, are a party.

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

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) (iii)).

-----  
 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).

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 National Office because National Office has 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"

**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
USACE	<p><i>Since portions of the project area may be subject to flood hazards, project design should include provisions to (a) assure that flood hazards will not be created by flow obstructions or debris collection (b) protect the pipes from high velocity flow at stream crossings, (c) prevent water pollution due to flooded sewer systems, and (d) flood proof any electrical/mechanical equipment that would be damaged by flood waters.</i></p>
SHPO	<p><i>Should archaeological materials be encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply; activities should temporarily halt and SHPO 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 (such as arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.</i></p> <p><i>The Catawba Indian Nation is to be notified if Native American artifacts and/or human remains are located during the ground disturbance phase of this project.</i></p>
Wetlands	<p><i>The project site contains approximately 0.591 acres of federally defined wetlands, classified as jurisdictional wetlands. Because project construction will take place in the designated rights-of-way, natural features and wetlands will not be significantly altered. All Best Management Practices will be performed to mitigate any potential impacts. A wetlands delineation was conducted by Terracon Consultants. All permits will be obtained if required in order to maintain compliance. The 8-step process was conducted.</i></p>

Appendix 1

Targeted Section 3 Worker Certification

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CRF 75.

Worker Name: \_\_\_\_\_ (Print Name)

Household Income Guidelines

Place a check mark beside the number of people in your (the worker's) household.

Table with 3 columns: Place Check, Household/Family Size, Income Limit. Rows for family sizes 1 through 8.

Section 3 Project/Service Area:

Large empty rectangular box for Section 3 Project/Service Area.

Place a check mark beside any of the following that apply below:

- My income for the previous year was below the amount next to the household/family size I checked on the table above, and I live within the project/service area as defined above.
I am employed by a Section 3 Business Concern
I am a YouthBuild participant

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

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

This Section to be Completed by SC Department of Commerce Staff. Reviewed By: \_\_\_\_\_ Approved on Date: \_\_\_\_\_ Comments: \_\_\_\_\_



# Section 3 Business Concern 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 workers\*; or

Yes  No

*Attach list of Section 3 owners and income certifications*

2. Over 75% of the labor hours over the previous 3-month period are performed by Section 3 workers; or

Yes  No

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

3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing.-

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 Worker and Targeted Section 3 Worker definitions can be found in the "Section 3 Definitions" document.**

## 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. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulation, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

### What is a Section 3 worker?

Section 3 workers are:

- Any worker who currently or when hired (within the past five years) is below documented to fit at least one of the below categories:
  - The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
  - The worker is employed by a SECTION 3 business concern
  - The worker is a YouthBuild participant

### What is a Targeted Section 3 Worker

- A worker employed by a Section 3 business concern; or
- A worker who currently fits or when hired (within the past 5 years) is documented to fit at least one of the following categories:
  - Living within the service area or the neighborhood of the project, meaning; or
  - A YouthBuild participant

### What is a Section 3 Business Concern?

A Section 3 Business Concern meets one of the following criteria:

- Is 51 percent or more owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
- Is at least 51 percent owned and controlled by current public housing residents; residents who currently live in Section 8-assisted housing

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

- Job training
- Employment
- Contracts

### Examples of Opportunities include:

- |                        |                         |                       |
|------------------------|-------------------------|-----------------------|
| • Accounting           | • Electrical            | • Marketing           |
| • Architecture         | • Elevator Construction | • Painting            |
| • Appliance repair     | • Engineering           | • Payroll Photography |
| • Bookkeeping          | • Fencing               | • Plastering          |
| • Bricklaying          | • Florists              | • Plumbing            |
| • Carpentry            | • Heating               | • Printing Purchasing |
| • Carpet Installation  | • Iron Works            | • Research            |
| • Catering             | • Janitorial            | • Surveying           |
| • Cement/Masonry       | • Landscaping           | • Tile setting        |
| • Computer/Information | • Machine Operation     | • Transportation      |
| • Demolition           | • Manufacturing         | • Word processing     |
| • Drywall              |                         |                       |

### 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 workers 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.

Grantees and contractors are encouraged to have Section 3 workers make up at least 25 percent and targeted workers make up 5 percent of their permanent, full-time staff.

A Section 3 worker who has been employed for 5 years may no longer be counted towards meeting the 25 percent for section 3 and 5 percent for targeted section 3 worker requirements. This encourages recipients to continue hiring Section 3 and targeted Section 3 workers when employment opportunities are available.

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

There is a complaint process. Section 3 and targeted workers, business concerns, 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 workers and awarding contracts to Section 3 business concerns.

Appendix 4

**NOTICE OF INTENT TO AWARD**

OWNER: \_\_\_\_\_  
(Name)

PROJECT: \_\_\_\_\_  
(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.**

\_\_\_\_\_  
(PRINT OR TYPE NAME) (AWARD AUTHORITY TITLE)

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

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

**Appendix 5**  
**SAMPLE**  
**NOTICE TO PROCEED**

TO: (Contractor's name/address)

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

PROJECT: \_\_\_\_\_  
(Number)

\_\_\_\_\_   
(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: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

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

**SECTION 00750**  
**SUMMARY SCHEDULE AND KEY MILESTONES**

1.0 GENERAL

1.01 THIS SECTION INCLUDES

- A. Summary Submittals
- B. Key Milestones
- C. Base Bid Summary Schedule
- D. Alternate Summary Schedule (If Applicable)

1.02 SUMMARY SCHEDULE

- A. Summary Schedules referred to in this section will be developed by the Contractor and the Owner illustrating an approach to constructing the project. The activities to be shown on the schedules will be monitored by the Owner and updated by the Contractor.
- B. Milestones shown on the Summary Schedules will be “Key Milestones” and are to be included in the Contractor’s Contract Schedule. The Contractor is responsible to develop his/her own activities and logic to meet the required Key Milestone Intermediate Dates. Refer to Division 1, Section 01310, Project Management and Coordination.
- C. Liquidated damages will be as stated in “Exhibit A” Bid Form.

1.03 KEY MILESTONES

- A. Key Milestones shall be included in all Contractor Schedules and show completing on the intermediate dates shown in this Section.
- B. Key Milestones are a contractual requirement and liquidated damages as specified in *The Project Manual, Vol. 1, Division 1, Section 01100, Summary of Work*, will be assessed for each Key Milestone that completes beyond the dates listed below. Refer to Division 1, Section 01100 and Summary of Work.
- C. Key Milestones for this Project are as follows:

**Project Completion 90 days not to exceed March 1<sup>st</sup>.**

**END OF SECTION 00750**



SHEET LIST TABLE

SHEET NUMBER	DESCRIPTION	SHEET SUBTOTALS
1	TITLE SHEET	1
2	SUMMARY OF ESTIMATED QUANTITIES	OMIT
2A - 2C	DEMOLITION PLAN	3
3	TYPICAL SECTIONS & MISCELLANEOUS DETAILS	1
4 - 4E	EXISTING CONDITIONS	6
5	GENERAL NOTES	1
5A	KEY SHEET	1
6 - 10	ROADWAY PLAN & PROFILE	5
D1 - D7	DRAINAGE PLAN SHEETS	7
TC1	TRAFFIC CONTROL PLAN	1
EC1 - EC5	EROSION CONTROL PLAN & DETAILS	5
X1 - X3	CROSS SECTIONS	OMIT
TOTAL		31

CONSTRUCTION PLANS FOR

# LINCOLNSHIRE/PLAYER ROAD ROADWAY IMPROVEMENTS PHASE 1A

PREPARED FOR

## GEORGETOWN COUNTY

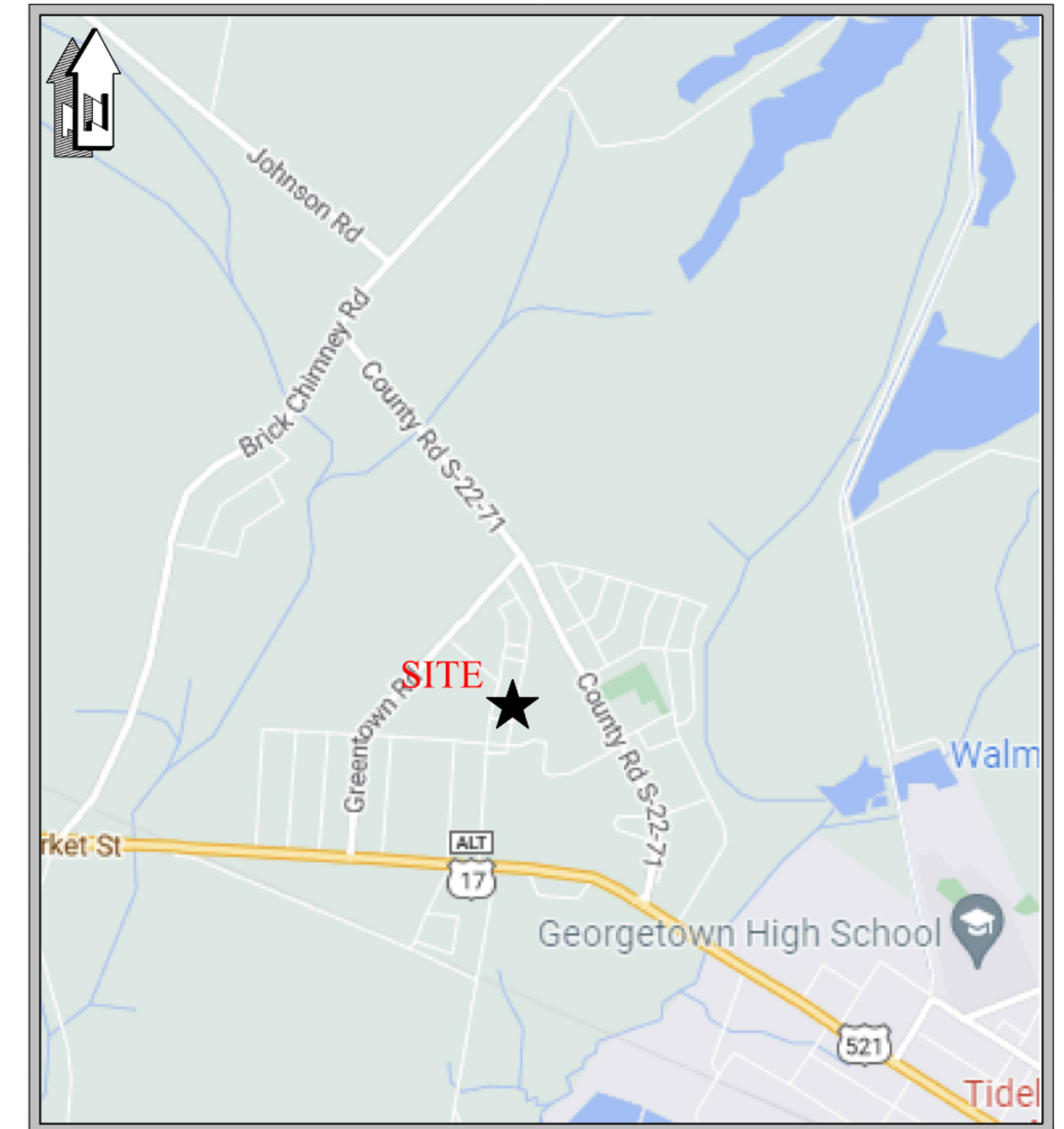
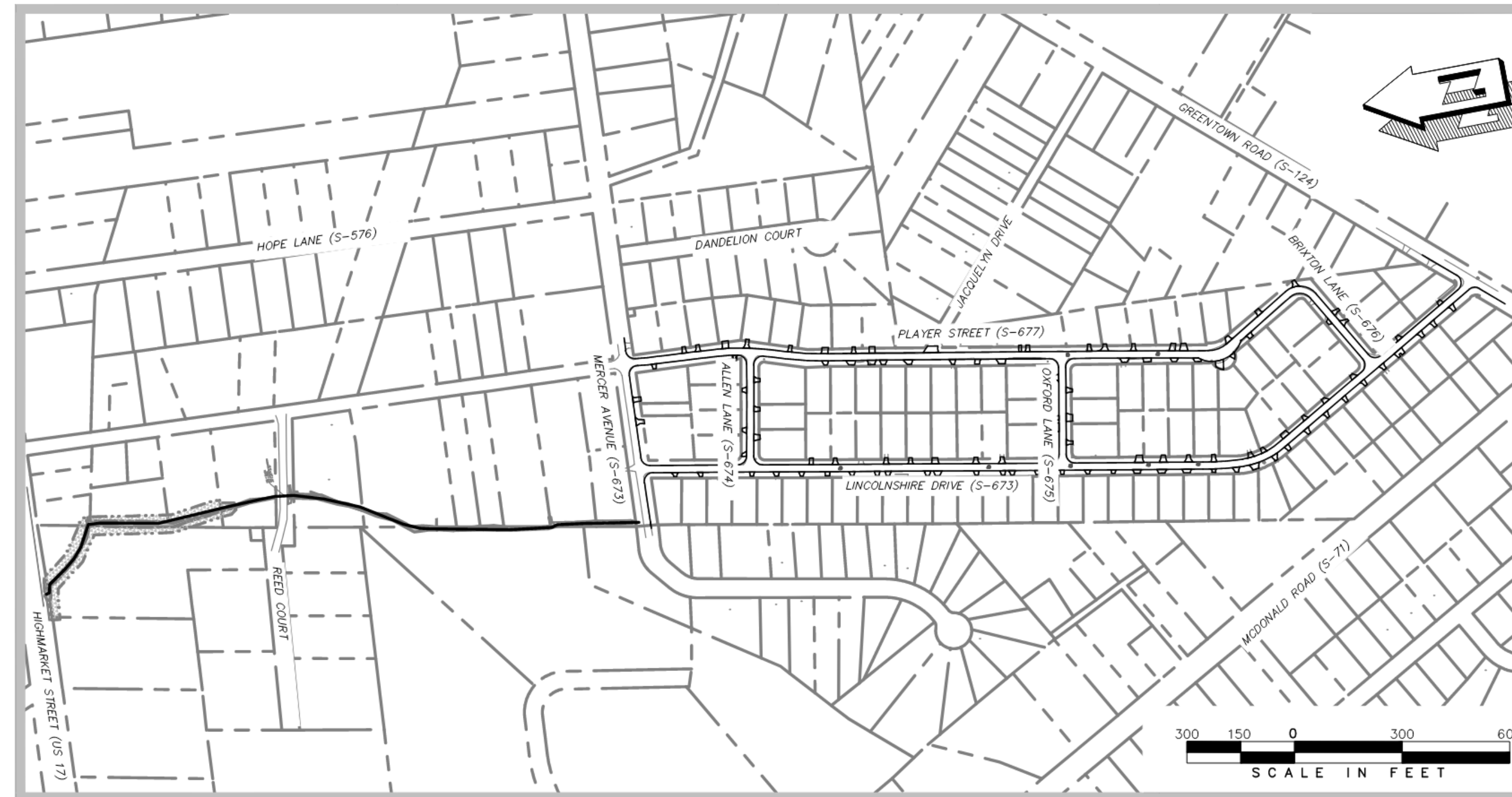
129 SCREVEN STREET  
GEORGETOWN 29440

FED. ROAD DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROAD/ROUTE NO.	SHEET NO.	TOTAL SHEETS
	S.C.	GEORGETOWN			S-124 S-673 S-674 S-675 S-676 S-677 S-862 US 17	1	31

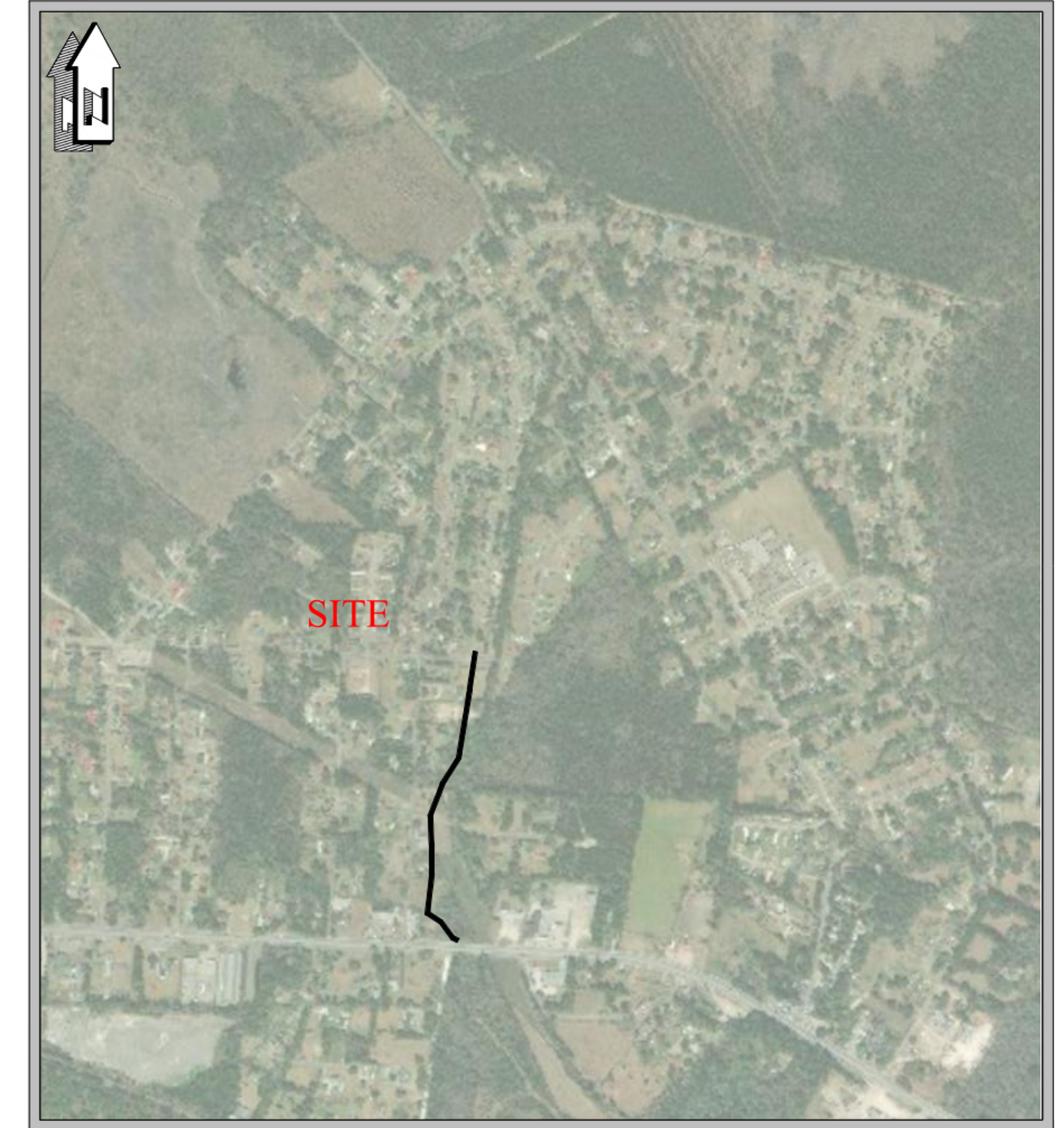
DESIGN REFERENCE FOR THESE PLANS IS THE 2018 AASHTO "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS"

NPDES PERMIT INFORMATION  
NPDES DISTURBED AREA = 8.2 AC  
APPROXIMATE LOCATION OF PROJECT IS:  
START: LATITUDE: 33°24'6" LONGITUDE: 79°19'28"  
END: LATITUDE: 33°23'44" LONGITUDE: 79°19'27"

RAILROAD INVOLVEMENT?  
YES / **NO**



VICINITY MAP  
N.T.S.



LOCATION MAP  
1" = 800'

PROJECT DATA:

- OWNER/DEVELOPER:  
GEORGETOWN COUNTY  
129 SCREVEN STREET  
GEORGETOWN 29440  
PHONE: (843) 545-3524  
24 HOUR CONTACT:  
NAME: JEREMY COX  
PHONE: (843) 545-3524
- ZONING: PD, R10
- STORM WATER OUTFALL: WHITES CREEK
- DRAINAGE AREA THIS PROJECT: 24.47 ACRES
- RECEIVING STREAM: UNNAMED TRIBUTARY TO WHITES CREEK
- ULTIMATE STREAM: WHITES CREEK

PREPARED BY

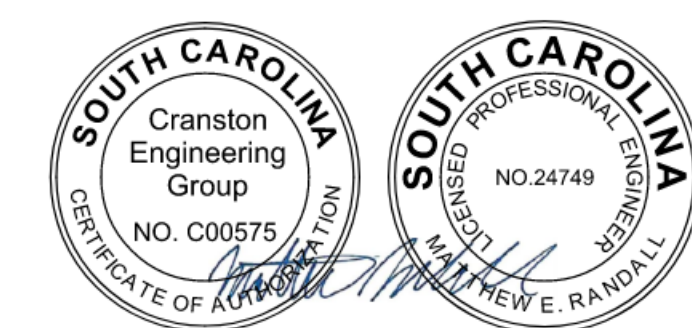


**CRANSTON**

08/21/2024

	S-673	S-674	S-675	S-676	S-677	TOTAL
NET LENGTH OF ROADWAY	0.473	0.058	0.055	0.058	0.363	1.007 MILES
NET LENGTH OF BRIDGES	-	-	-	-	-	-
NET LENGTH OF PROJECT	0.473	0.058	0.055	0.058	0.363	1.007 MILES
LENGTH OF EXCEPTIONS	-	-	-	-	-	-
GROSS LENGTH OF PROJECT	0.473	0.058	0.055	0.058	0.363	1.007 MILES

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION.







LEGEND

	MAJOR CONTOUR (EXISTING)		PROPOSED REDUCER
	MINOR CONTOUR (EXISTING)		EXISTING POST INDICATOR
	MAJOR CONTOUR (PROPOSED)		PROPOSED POST INDICATOR
	MINOR CONTOUR (PROPOSED)		EXISTING SANITARY TAP
	EXISTING BOUNDARY		EXISTING SANITARY CLEAN OUT
	EXISTING ADJOINER		EXISTING WATER VALVE
	PERMANENT EASEMENT		PROPOSED WATER GATE VALVE
	TEMPORARY EASEMENT		PROPOSED SANITARY GATE VALVE
	25' BUFFER		PROPOSED SANITARY VALVE
	ENVIRONMENTALLY SENSITIVE AREA		EXISTING GAS METER
	EDGE OF WATER		PROPOSED GAS METER
	TREE LINE		EXISTING GAS VALVE
	EXISTING OVERHEAD UTILITY (UNSPECIFIED)		PROPOSED GAS VALVE
	EXISTING UNDERGROUND POWER		BORING
	PROPOSED UNDERGROUND POWER		BENCHMARK
	EXISTING OVERHEAD POWER		AIR CONDITIONER
	PROPOSED OVERHEAD POWER		BACKFLOW PREVENTER
	EXISTING UNDERGROUND TELEPHONE		BOLLARD
	PROPOSED UNDERGROUND TELEPHONE		CONCRETE DUMPSTER PAD
	EXISTING OVERHEAD TELEPHONE		CLEAN OUT
	PROPOSED OVERHEAD TELEPHONE		CONCRETE PAD
	EXISTING UNDERGROUND CABLE		CORRUGATED METAL PIPE
	PROPOSED UNDERGROUND CABLE		CORRUGATED PLASTIC PIPE
	EXISTING FIBEROPTIC		CHILLED WATER
	PROPOSED FIBEROPTIC		DROP INLET
	EXISTING GAS		DUCTILE IRON PIPE
	PROPOSED GAS		DOUBLE WING TRAP
	EXISTING WATER		ELECTRICAL BOX
	PROPOSED WATER		ELECTRICAL FEED
	EXISTING SANITARY SEWER		ELECTRICAL OUTLET
	PROPOSED SANITARY SEWER		FOUNTAIN
	FENCE: EXISTING		FIBEROPTIC BOX
	FENCE: PROPOSED		FIBEROPTIC MONUMENT
	FENCE: EXISTING CHAINLINK		FIBEROPTIC PULLBOX
	FENCE: PROPOSED CHAINLINK		FIRE HYDRANT
	FENCE: EXISTING STONE		FLAG POLE
	FENCE: PROPOSED STONE		GAS METER
	FENCE: EXISTING WIRE		GUY POLE
	FENCE: PROPOSED WIRE		GUY WIRE
	EXISTING GUARDRAIL		GRATE TRAP
	PROPOSED GUARDRAIL		GAS VALVE
	ORANGE BARRIER FENCE OR C-POP SILT FENCE		GAS VENT PIPE
	SILT FENCE		HOOD BACK TRAP
	EXISTING BUILDING		IRRIGATION CONTROL VALVE
	PROPOSED BUILDING		INVERT ELEVATION
	EXISTING CONCRETE/PAVING		LIGHT POLE
	PROPOSED CONCRETE AND/OR PAVING		MAIL BOX
	EXISTING ASPHALT PAVING		MONITORING WELL
	PROPOSED ASPHALT PAVING		OPEN TOP FOUND
	EXISTING GRAVEL PAVING OR RIP-RAP		POWER METER
	PROPOSED GRAVEL PAVING OR RIP-RAP		POWER OUTLET
	EXISTING BRICK PAVING		POWER POLE
	PROPOSED BRICK PAVING		POLYVINYLCHLORIDE PIPE
	EXISTING UTILITY POLE		REINFORCED CONCRETE PIPE
	PROPOSED UTILITY POLE		REDUCED PRESSURE ZONE BACKFLOW PREVENTER
	EXISTING STRAIN POLE		SANITARY SEWER
	PROPOSED STRAIN POLE		STORM DRAIN
	EXISTING GUY WIRE		SPRINKLER HEAD
	PROPOSED GUY WIRE		STORM BOX
	EXISTING ELECTRIC LIGHT		SINGLE WING TRAP
	EXISTING LIGHT POLE		TRUNCATED DOME
	PROPOSED LIGHT POLE		TELEPHONE PEDESTAL
	EXISTING MANHOLE		TELEPHONE PULLBOX
	PROPOSED MANHOLE		TRAFFIC SIGNAL BOX
	EXISTING FIRE HYDRANT		TRAFFIC SIGNAL CABINET
	PROPOSED FIRE HYDRANT		TRAFFIC SIGNAL POLE
	EXISTING IRRIGATION VALVE		WATER METER
	PROPOSED IRRIGATION VALVE		WATER VALVE
	EXISTING WATER METER		WATER VALVE BOX
	PROPOSED WATER METER		WATER VAULT

TREE LEGEND

ASH	ASH	JPH	JAPANESE HOLLY
BI	BIRCH	MAG	SOUTHERN MAGNOLIA
CA	CAMELLIA	MP	MAPLE
CE	CEDAR	MULTI	MULTI-TRUNK
CBR	CHINABERRY	OAK	OAK
CH	CHERRY	PA	PALMETTO
CHP	CHINESE PISTACHIO	PE	PECAN
CR	CRAPE MYRTLE	PERS	PERSIMMON
CYP	CYPRESS	PN	PINE
DW	DOGWOOD (FLOWERING)	PO	POPLAR
ERC	EASTERN RED CEDAR	PR	PEAR
FR	FRUIT TREE	SG	SWEETGUM
GBL	GINKO BILOBA	SUB	SUGARBERRY
GUM	GUM	SYC	SYCAMORE
HI	HICKORY	TA	TALLOW TREE
HKB	HACKBERRY	TREE	UNKNOWN TREE TYPE
HO	HOLLY	WAX	WAX MYRTLE
JAP	JAPANESE MAPLE		

PROJECT MANAGER

JEREMY COX  
GEORGETOWN COUNTY  
(843) 545-3524

ENGINEER OF RECORD

MATTHEW E. RANDALL, P.E.  
CRANSTON, LLC.  
(843) 352-7770

UTILITIES:

POWER / GAS  
DOMINION ENERGY  
SERVICE CONTACT: 803-645-8207  
REPORT OUTAGE: 877-264-5368

SEWER  
BLUE GRANITE WATER  
800-367-4314

WATER  
RURAL WATER DISTRICT  
843-546-9003

GENERAL NOTES:

- PLANS CONTAINED HEREIN ARE FOR IMPROVEMENTS APPROVED BY GEORGETOWN COUNTY (OWNER) AND SCDOT. ANY VARIATION FROM THE APPROVED PLANS MUST BE APPROVED IN WRITING BY THE OWNER AND/OR ENGINEER.
- A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE OWNER AND ENGINEER PRIOR TO BEGINNING CONSTRUCTION. THIS MEETING SHALL BE SCHEDULED WITH THE OWNER AND ENGINEER AT THE TIME NOTICE TO PROCEED IS GIVEN.
- THE OWNER AND ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE, DURING REGULAR HOURS (8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS), BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY.
- ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION FOR THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT), GEORGETOWN COUNTY SPECIFICATIONS, AND THE PROJECT SPECIFICATIONS.
- THE CONTRACTOR WILL BE REQUIRED TO HAVE ON SITE A COPY OF SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND STANDARD DRAWINGS, LATEST EDITION.
- NO WORK SHALL COMMENCE WITHIN SCDOT'S RIGHT-OF-WAY UNTIL AN APPROVED SCDOT ENCROACHMENT PERMIT HAS BEEN RECEIVED.
- ANY DISCREPANCIES, ERRORS, OR OMISSIONS DISCOVERED ON THE PLANS OR IN THE SPECIFICATIONS SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S ATTENTION, NOTED ON THE CONTRACTOR'S PROPOSAL, AND DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO CORRECT THE SAME AND CONSTRUCT THE PROJECT AS DESIGNED.
- THE CONTRACTOR SHALL NOTIFY SCDOT AT LEAST 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE SCDOT RIGHT-OF-WAY.

GENERAL EXISTING CONDITIONS & SURVEY NOTES:

- DATE OF SURVEY - 3/24/2022 BY CRANSTON ENGINEERING GROUP, PC.
- THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR INDICATED IN ANY WAY THEREBY, WHETHER BY DRAWINGS OR NOTES OR ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY AND ARE NOT GUARANTEED.
- ACCORDING TO THE FEMA FIRM PANEL NO. 450085, MAP NO. 45043C03396, NO PORTIONS OF THIS PROJECT LIE WITHIN THE 100 YEAR FLOOD PLAIN.
- THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE OWNER IN THE EVENT THAT PREVIOUSLY UNKNOWN HISTORICAL OR ARCHEOLOGICAL SITES ARE DISCOVERED DURING CONSTRUCTION. NO ADDITIONAL WORK IN SUCH AREAS WILL BE ALLOWED UNTIL AUTHORIZED IN WRITING.
- PROPERTY LINES SHOWN HEREIN HAVE BEEN DERIVED BY PLAT INFORMATION AND GIS DATA OBTAINED FROM GEORGETOWN COUNTY ENGINEERING AND GIS DEPARTMENTS.
- DISTURBANCES TO ANY SURVEY MARKERS OR MONUMENTS REQUIRES RE-ESTABLISHMENT BY A LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.

GENERAL EROSION CONTROL NOTES:

- ALL SILT BARRIERS MUST BE PLACED PRIOR TO LAND DISTURBING ACTIVITIES.
- ALL DRAINAGE EASEMENTS & DISTURBED AREAS MUST BE GRASSED AND/OR RIP-RAPPED AS REQUIRED TO CONTROL EROSION.

GENERAL UTILITIES NOTES:

- THE EXISTENCE, ABSENCE, LOCATION AND ELEVATION OF UNDERGROUND UTILITIES ON THE PLANS ARE NOT BASED ON FIELD MARKS, ARE NOT GUARANTEED, AND SHALL BE INVESTIGATED, UNEARTHED IF NECESSARY, AND VERIFIED BY CONTRACTOR BEFORE BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT SOUTH CAROLINA 811, "CALL BEFORE YOU DIG" SERVICE IN ORDER TO LOCATE UTILITIES PRIOR TO STARTING ANY EXCAVATION OR CONSTRUCTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, ABOVE GROUND OR BELOW GROUND.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH APPROPRIATE UTILITIES PRIOR TO AND/OR DURING CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY BEFORE DIGGING NEAR WATER AND SANITARY SEWER LINES.
- NO EXTRA PAYMENT WILL BE MADE FOR REPAIRS TO DAMAGE OF EXISTING UTILITIES.
- THE CONTRACTOR WILL NOT BE PAID FOR DELAYS OR EXTRA EXPENSE CAUSED BY UTILITY FACILITIES, OBSTRUCTIONS, OR ANY OTHER ITEMS NOT REMOVED OR RELOCATED TO CLEAR CONSTRUCTION IN ADVANCE OF HIS WORK.

GENERAL TRAFFIC CONTROL NOTES:

- THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN FOR APPROVAL AND THE INSTALLATION OF ALL TRAFFIC CONTROL SIGNAGE, SIGNALS, AND/OR DEVICES IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR INITIAL INSTALLATION OF ALL TRAFFIC CONTROL SIGNAGE REQUIRED FOR CONSTRUCTION.
- ROAD CLOSURES AND DETOURS, SHOULD THEY BE NEEDED, SHALL BE COORDINATED AND APPROVED WITH THE OWNER AND SCDOT A MINIMUM OF TWO (2) CALENDAR WEEKS PRIOR TO PLANNED CLOSURE AND/OR DETOUR.
- CERTIFIED FLAGGERS AND/OR ARROW BOARDS WILL BE REQUIRED TO MAINTAIN TRAFFIC CONTROL WHILE WORKING WITHIN THE LIMITS OF PUBLIC OR PRIVATE ROADWAYS.
- CONTRACTOR SHALL MAINTAIN ONE (1) LANE OF TRAVEL OPEN AT ALL TIMES IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST ADDITION.

GENERAL CONSTRUCTION NOTES:

- ALL STRUCTURES, TREES AND SHRUBS WHICH ARE WITHIN THE DESIGNATED CONSTRUCTION EASEMENT, BUT OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.
- UNUSABLE AND SURPLUS EXCAVATION MATERIAL NOT REQUIRED FOR FILL SHALL BE DISPOSED OF OFFSITE, OR IN AN AREA APPROVED BY THE OWNER.
- CONTRACTOR IS TO CLEAN ALL STORM WATER INLETS AND PIPE AT THE COMPLETION OF CONSTRUCTION TO REMOVE ANY SILT AND DEBRIS. THE CLEANING OF DROP INLETS, CULVERTS, AND PIPES (EXISTING AND PROPOSED) SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT, NO ADDITIONAL PAYMENT WILL BE MADE THEREFOR.
- ANY DAMAGE TO THE SIDE STREETS DUE TO CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN AN EXPEDITIOUS MANNER AT THE CONTRACTOR'S EXPENSE.
- EXCAVATED MATERIAL SHALL NOT BE PLACED ON THE ROADWAYS AT ANY TIME, UNLESS APPROVED BY THE SCDOT ENGINEER.
- CONTRACTOR TO SUPPORT EXISTING POLES AND FENCES, AND PROTECT PAVEMENT, UTILITIES, CURBS AND OTHER STRUCTURES OR ITEMS DURING CONSTRUCTION. REPAIR TO DAMAGED ITEMS SHALL BE MADE TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST.
- RELOCATION, RESETTLEMENT, AND REMOVAL OF MINOR ITEMS AS REQUIRED FOR THE CONSTRUCTION OF THE UTILITY LINE SHALL BE CONSIDERED INCIDENTAL AND NO ADDITIONAL PAYMENT SHALL BE MADE UNLESS A LINE ITEM IS PROVIDED. MINOR ITEMS INCLUDE BUT ARE NOT LIMITED TO MAILBOXES, FENCES, AND STORM SEWER PIPES. COSTS FOR INCIDENTALS SHALL BE INCLUDED IN THE COST PER FOOT OF UTILITY BEING INSTALLED.
- SIX INCHES OF SCDOT AGGREGATE SHALL BE USED FOR THE FULL WIDTH OF UNPAVED DRIVES AND ROADS FROM THE EDGE OF ROAD SHOULDER TO 10 FEET PAST THE OPPOSITE SIDE OF THE PIPE TRENCH TO ALL AREAS OF THE EXISTING DRIVEWAY THAT ARE DISTURBED OR DAMAGED DURING CONSTRUCTION.
- IF ANY OF THE NEW MANHOLE STRUCTURES ARE EXPOSED IN ANY PORTION OF THE EXISTING ROADWAY SIDE DITCH, DRAINAGE AND STABILIZED WITH PERMANENT SEEDING. IF CONDITIONS WARRANT PIPING THE DITCH, DRAINAGE STRUCTURES MAY BE REQUIRED; THEREFORE PLEASE CONTACT THE SCDOT DISTRICT ENGINEER. EXISTING ROADSIDE DITCH SHALL NOT BE REALIGNED FROM THE ORIGINAL CONDITION WITHOUT THE APPROVAL OF THE SCDOT DISTRICT ENGINEER.

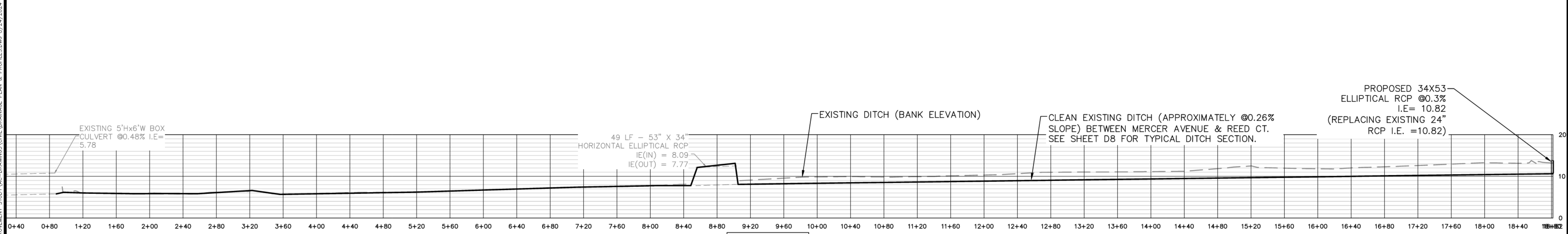
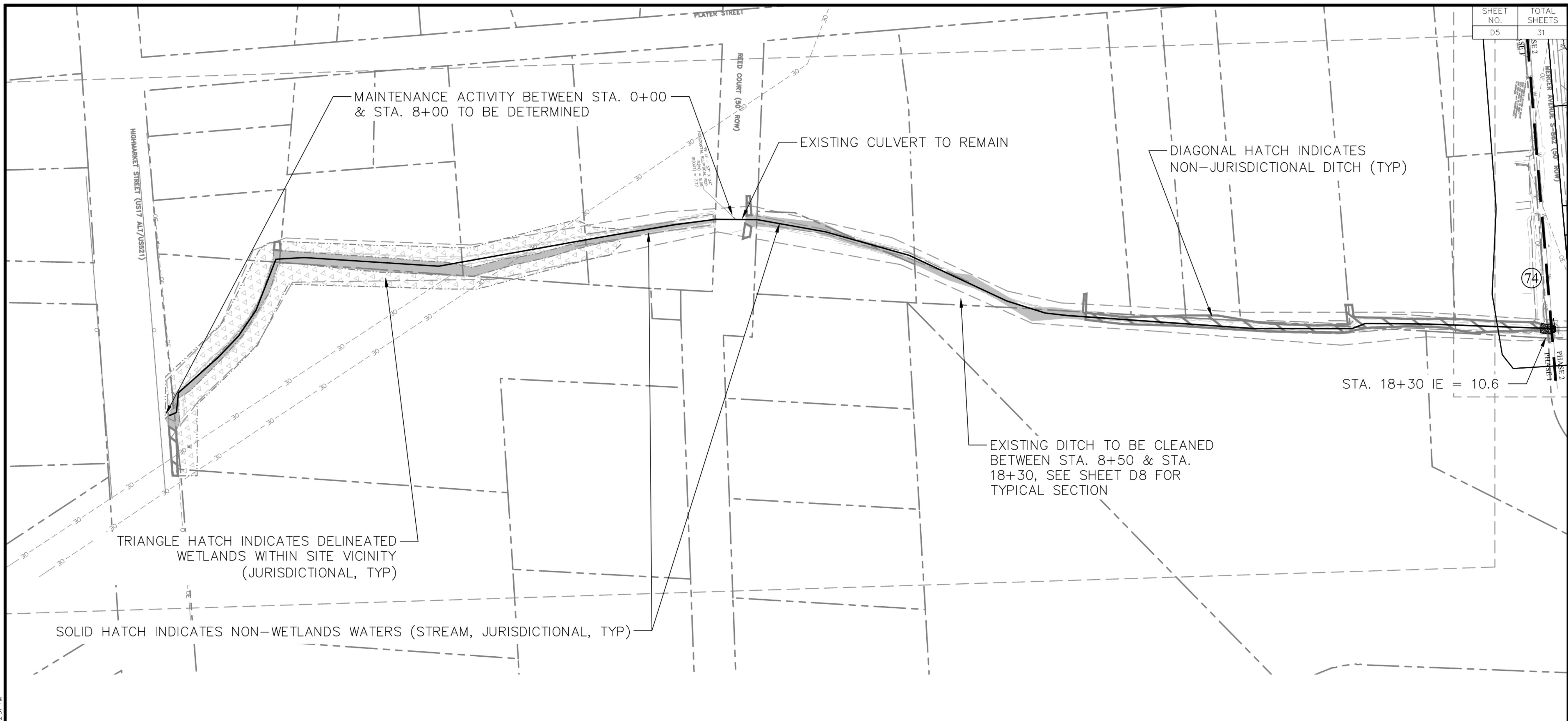
REV #	DATE	DESCRIPTION

LINCOLNSHIRE/PLAYER ROAD  
ROADWAY IMPROVEMENTS  
PHASE 1A  
GENERAL NOTES & LEGEND

DRAWN BY:	PAG
CHECKED BY:	MES
APPROVED BY:	MER
DATE:	50/02/2023
SCALE:	AS SHOWN
JOB No.	2021-0459
DRAWING No.	5







NOTES:

- THE FOLLOWING DRAWINGS CONTAINED IN THE SCDOT STANDARD DRAWINGS FOR ROADWAY CONSTRUCTION APPLY TO THIS PLAN: 714-205-01, 719-300-01, 719-000-02, 719-000-03, 719-000-04, 719-001-01, 719-605-00, 719-610-00, 719-112-01, 719-112-02, 719-125-01, AND 719-125-02.
- CONTRACTOR TO COORDINATE RELOCATION OF EXISTING UTILITIES IN CONFLICT WITH PROPOSED DRAINAGE WITH UTILITY OWNERS PRIOR TO CONSTRUCTION. RELOCATIONS WILL BE COVERED UNDER A SEPARATE SCDOT ENCROACHMENT PERMIT.

PLAN  
HORIZONTAL SCALE 1"=60'

SCALE IN FEET

DRAWN BY: PAG  
CHECKED BY: MES  
APPROVED BY: MER  
DATE: 07/23/2024  
SCALE: AS SHOWN  
JOB No. 2021-0459  
DRAWING No. D.5

G:\PROJECTS\2021\2021-0459\_SPRING GULLY COMMUNITY DRAINAGE IMPROVEMENT STUDY\AC-DRAWINGS\CIVIL\URBANAGE PLAN & PROFILES\DWG 8/24/2024 2:37 PM



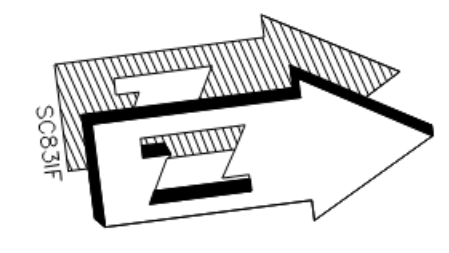


DISTURBED AREA = 8.2 AC

MAPPING SYMBOLS FOR EROSION AND SEDIMENT CONTROL PLANS	
DESCRIPTION	SYMBOL
SEDIMENT CONTROL	
LIMITS OF DISTURBANCE:	---
SILT FENCE:	X
ROCK CHECK DAM:	
SEDIMENT TUBE CHECK DAM:	
CONCRETE WASHOUT:	
DUST CONTROL:	
TEMPORARY SEEDING:	
PERMANENT SEEDING:	
CONSTRUCTION ENTRANCE:	

DC TS PS  
ALL DISTURBED AREAS, TYP.

PLAN  
HORIZONTAL SCALE 1"=60'  
SCALE IN FEET



REV #	DATE	DESCRIPTION

LINCOLNSHIRE/PLAYER ROAD  
DRAINAGE IMPROVEMENTS  
PHASE 1A  
EROSION CONTROL DETAILS

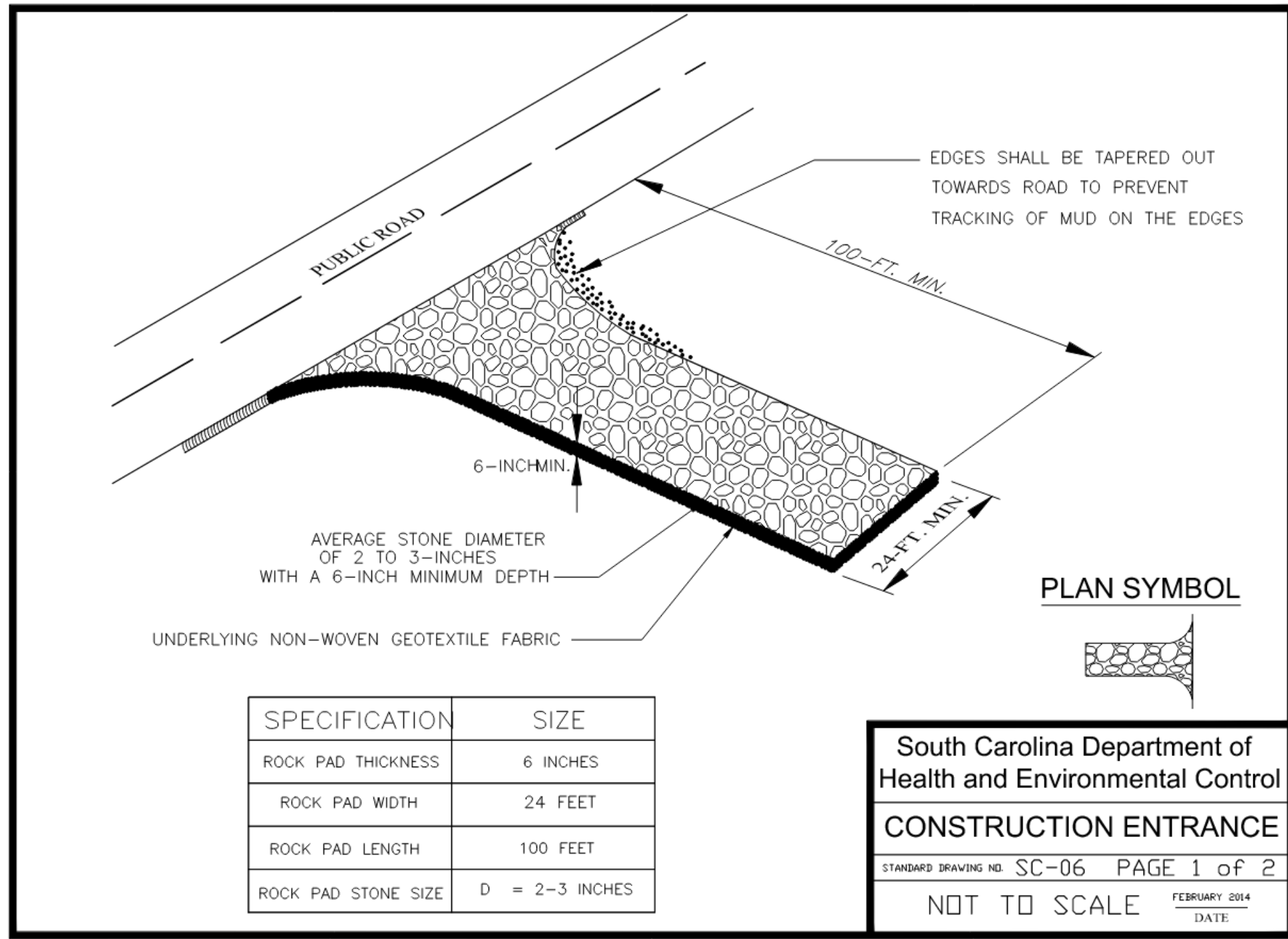
DRAWN BY:	PAG
CHECKED BY:	MES
APPROVED BY:	MER
DATE:	07/23/2024
SCALE:	AS SHOWN
JOB No.	2021-0459
DRAWING No.	EC.4

G:\PROJECTS\2021\2021-0459\_SPRING GULLY COMMUNITY DRAINAGE IMPROVEMENT STUDY\AC-DRAWINGS\CIVIL\EROSION CONTROL PLAN.DWG 8/24/2024 2:38 PM









SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE SIZE	D = 2-3 INCHES

South Carolina Department of Health and Environmental Control  
**CONSTRUCTION ENTRANCE**  
 STANDARD DRAWING NO. SC-06 PAGE 1 of 2  
 FEBRUARY 2014 DATE  
 NOT TO SCALE

**CONSTRUCTION ENTRANCE - GENERAL NOTES**

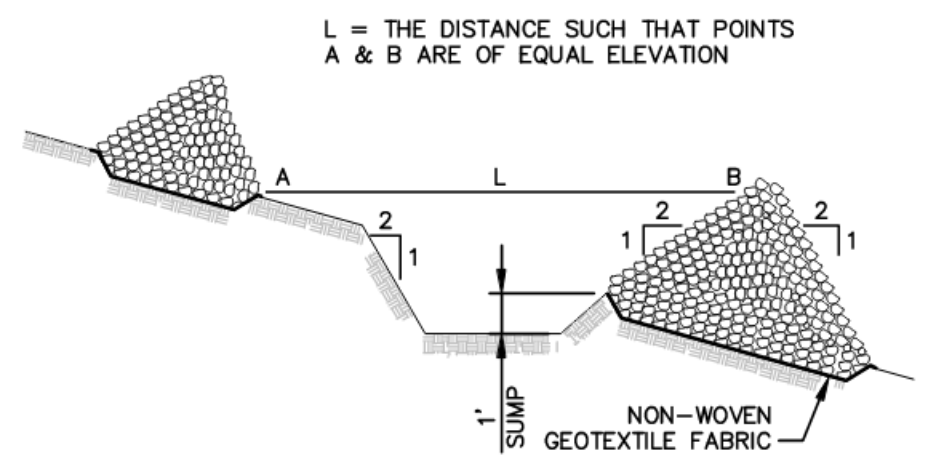
1. Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
2. Install a non-woven geotextile fabric prior to placing any stone.
3. Install a culvert pipe across the entrance when needed to provide positive drainage.
4. The entrance shall consist of 2-inch to 3-inch D50 stone placed at a minimum depth of 6-inches.
5. Minimum dimensions of the entrance shall be 24-feet wide by 100-feet long, and may be modified as necessary to accommodate site constraints.
6. The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
7. Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
8. Limestone may not be used for the stone pad.

**CONSTR. ENTRANCE - INSPECTION & MAINTENANCE**

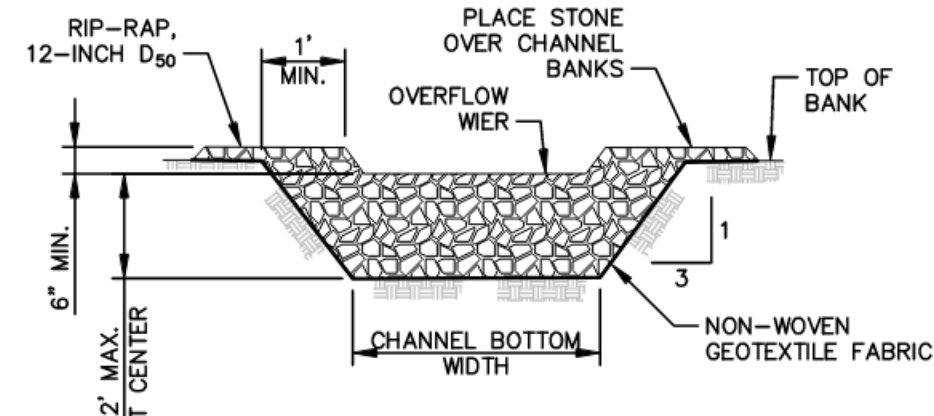
1. The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall event that produces 1/2-inch or more of precipitation.
3. During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
4. Reshape the stone pad as necessary for drainage and runoff control.
5. Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone pad.
6. Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
7. During maintenance activities, any broken pavement should be repaired immediately.
8. Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post-construction.

South Carolina Department of Health and Environmental Control  
**CONSTRUCTION ENTRANCE**  
 STANDARD DRAWING NO. SC-06 PAGE 2 of 2  
 FEBRUARY 2014 DATE  
**GENERAL NOTES**

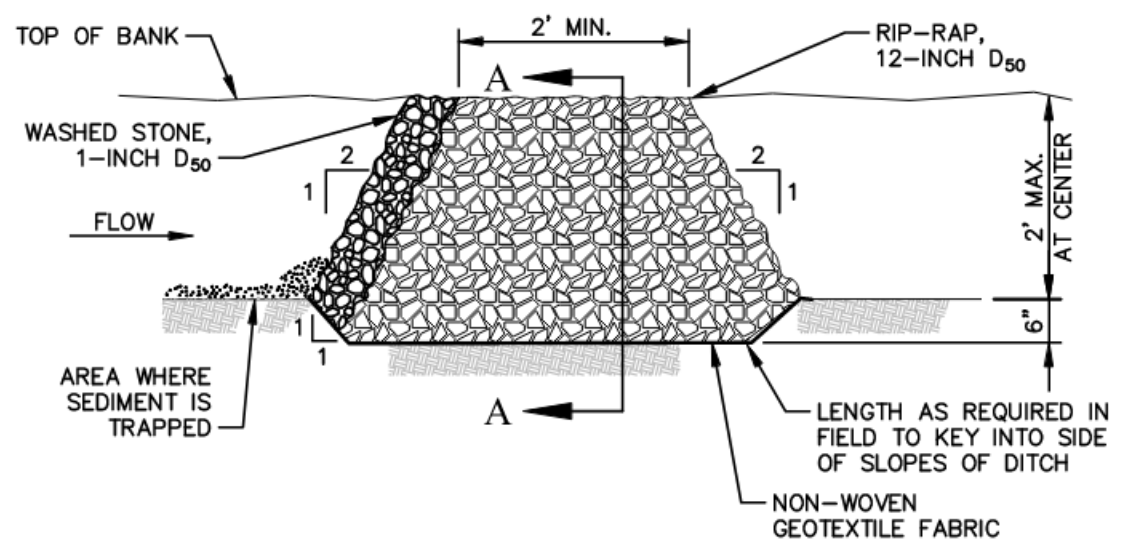
**SPACING BETWEEN DITCH CHECK**



**CROSS SECTION A-A THRU STONE DITCH CHECK**



**TYPICAL DITCH CHECK SECTION**



**PLAN SYMBOL**



**ROCK DITCH CHECK**  
 SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH  
 STANDARD DRAWING NO. SC-04 [PAGE 1]  
 N.T.S.

- STANDARD NOTES:**
1. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER & TEMPORARY SEEDING AT THE END OF THE DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
  2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE WORK HAS CEASED, EXCEPT AS NOTED.
    - A. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
    - B. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, & EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
  3. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM THE CONSTRUCTION AREA & THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
  4. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
  5. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS OR OBTAIN APPROVAL FOR AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 & SCR100000.
  6. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS & BUILDING PRODUCTS WITH THE SIGNIFICANT POTENTIAL IMPACT (SUCH AS STOCK-PILES OF FRESHLY TREATED LUMBER) & CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
  7. ALL SEDIMENT & EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
  8. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND DISTURBING ACTIVITIES HAVE CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

9. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
10. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT & VEHICLE WASHING, WHEEL WASH WATER, & OTHER WASH WATER. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
11. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES & EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMP'S (SEDIMENT BASIN, FILTER BAG, ETC.)
12. THE FOLLOWING DISCHARGES FROM THE SITE ARE PROHIBITED:
  - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
  - WASTEWATER FROM WASHOUT & CLEANOUT OF STUCCO, PAINT, FROM RELEASE OILS, CURING COMPOUNDS & OTHER CONSTRUCTION MATERIALS
  - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE & EQUIPMENT OPERATION & MAINTENANCE
  - SOAPS OR SOLVENTS USED IN VEHICLE & EQUIPMENT WASHING
13. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK & MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
14. IF EXISTING BMP'S NEED TO BE MODIFIED OR IF ADDITIONAL BMP'S ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE NEXT STORM IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP & ALTERNATIVE BMP'S MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
15. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OULETS.
16. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
17. IF CABLE, ELECTRIC, AND NATURAL GAS UTILITIES ARE INSTALLED, THE INSTALLATION OF THESE IS TO BE WITHIN THE PERMITTED LIMITS OF DISTURBANCE AND INSTALLATION OUTSIDE OF THESE AREAS WILL REQUIRE A MODIFICATION TO THE PERMIT.
18. INLET PROTECTION SHALL BE PROVIDED AT ALL EXISTING INLETS THAT RECEIVE FLOWS FROM THE DISTURBED AREAS.
19. CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC ACCESSES A PAVED ROADWAY.

**ROCK DITCH CHECK - GENERAL NOTES**

1. ROCK DITCH CHECKS SHOULD NOT BE PLACED IN WATERS OF THE STATE OR USOS BLUE-LINE STREAMS (UNLESS APPROVED BY FEDERAL AUTHORITIES).
2. ROCK DITCH CHECKS SHOULD BE INSTALLED IN STEEPLY SLOPED CHANNELS WHERE ADEQUATE VEGETATION CANNOT BE ESTABLISHED. THIS BMP MEASURE SHOULD ONLY BE USED IN SMALL OPEN CHANNELS.
3. A NON-WOVEN GEOTEXTILE FABRIC SHALL BE INSTALLED OVER THE SOIL SURFACE WHERE THE ROCK DITCH CHECK IS TO BE PLACED.
4. THE BODY OF THE ROCK DITCH CHECK SHALL BE COMPOSED OF 12-INCH D50 RIPRAP. THE UPSTREAM FACE MAY BE COMPOSED OF 1-INCH D50 WASHED STONE.
5. ROCK DITCH CHECKS SHOULD NOT EXCEED A HEIGHT OF 2- FEET AT THE CENTERLINE OF THE CHANNEL.
6. ROCK DITCH CHECKS SHOULD HAVE A MINIMUM TOP FLOW LENGTH OF 2- FEET.
7. RIP-RAP SHOULD BE PLACED OVER CHANNEL BANKS TO PREVENT WATER FROM CUTTING AROUND THE DITCH CHECK.
8. THE RIP-RAP SHOULD BE PLACED BY HAND OR MECHANICAL PLACEMENT (NO DUMPING OF ROCK TO FORM DAM) TO ACHIEVE COMPLETE COVERAGE OF THE CHANNEL. DOING SO WILL ALSO ENSURE THAT THE CENTER OF THE CHECK IS LOWER THAN THE EDGES.
9. THE MAXIMUM SPACING BETWEEN THE DAMS SHOULD BE SUCH THAT THE TOE OF THE UPSTREAM CHECK IS AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM CHECK.

**ROCK DITCH CHECK - INSPECTION & MAINTENANCE**

1. THE KEY TO FUNCTIONAL ROCK DITCH CHECK IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.
2. REGULAR INSPECTIONS OF ROCK DITCH CHECKS SHALL BE CONDUCTED ONCE EVERY CALENDAR WEEK AND, AS RECOMMENDED, WITHIN 24-HOURS AFTER EACH RAINFALL EVEN THAT PRODUCES 1/2-INCH OR MORE OF PRECIPITATION.
3. ATTENTION TO SEDIMENT ACCUMULATIONS IN FRONT OF THE ROCK DITCH CHECK IS EXTREMELY IMPORTANT. ACCUMULATED SEDIMENT SHOULD BE CONTINUALLY MONITORED AND REMOVED WHEN NECESSARY.
4. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/3 THE HEIGHT OF THE ROCK DITCH CHECK.
5. REMOVED SEDIMENT SHALL BE PLACED IN STOCKPILE STORAGE AREAS OR SPREAD THINLY ACROSS DISTURBED AREA. STABILIZE THE REMOVED SEDIMENT AFTER IT IS RELOCATED.
6. INSPECT ROCK DITCH CHECKS' EDGES FOR EROSION AND EVIDENCE OF RUNOFF BYPASSING THE INSTALLED CHECK. IF EVIDENT REPAIR PROMPTLY AS NECESSARY TO PREVENT EROSION AND BYPASSING.
7. IN THE CASE OF GRASS-LINED DITCHES, CHANNELS, AND SWALES, ROCK DITCH CHECKS SHOULD BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE UNLESS THE SLOPE OF THE SWALE IS GREATER THAN 4%.
8. AFTER CONSTRUCTION IS COMPLETED AND FINAL STABILIZATION IS REACHED, THE ENTIRETY OF THE ROCK DITCH CHECK SHOULD BE REMOVED IF VEGETATION WILL BE USED FOR PERMANENT EROSION CONTROL MEASURES. THE AREA BENEATH THE REMOVED ROCK DITCH CHECK MUST BE ADDRESS WITH PERMANENT STABILIZATION MEASURES.

**ROCK DITCH CHECK**  
 SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH  
 STANDARD DRAWING NO. SC-04 [PAGE 2]  
 GENERAL NOTES

**MONTHS OF CONSTRUCTION ACTIVITIES**

	1	2	3	4
INSTALL SILT FENCE & TREE PROTECTION FENCE				
INSTALL INLET PROTECTION & PERFORM SITE DEMOLITION				
TREE REMOVAL				
GRADING				
PAVING				
MAINTENANCE OF EROSION CONTROL BMP'S				
TEMPORARY GRASSING				
FINAL GRASSING				
CONSTRUCTION				
REMOVAL OF SEDIMENT CONTROL STRUCTURES				

1. THE TIME AND PERIODS ABOVE ARE NOT EXACT OR READILY DETERMINABLE BUT IN ALL CASES SOIL EROSION AND SEDIMENT CONTROL STRUCTURES WILL BE INCORPORATED INTO THE CONSTRUCTION IN THE SEQUENCE AS SHOWN ABOVE AND/OR AS DIRECTED BY THE TOWN OF BLUFFTON OR SCDEC.
2. GRASSING WILL BE ACCEPTED WHEN A 95% COVER BY PERMANENT GRASSES IS OBTAINED AND WEEDS ARE NOT DOMINANT.
3. GRASSING OF CONSTRUCTION AREAS WILL COMMENCE AT COMPLETION OF EACH PHASE OF CONSTRUCTION OR IN THE SEQUENCE AS SHOWN ABOVE. IN ANY CASE, GRASSING OF ANY CONSTRUCTION AREA WILL BEGIN AT THE EARLIEST POSSIBLE DATE.

"I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR100000."

**GRASSING REQUIREMENTS**

1. SEEDING SCHEDULE: TEMPORARY SEEDING: APRIL 15 - AUGUST 31, BROWNTOP MILLET @ 40 LBS./ACRE. SEPTEMBER 1, - DECEMBER 15, RYE GRAIN @ 56 LBS./ACRE. PERMANENT SEEDING: APRIL 1 - OCTOBER 15, A MIXTURE OF KENTUCKY 31 FESCUE @ 20 LBS./ACRE AND CREEPING RED FESCUE @ 20 LBS./ACRE. SEPTEMBER 1 TO OCTOBER 15, ADD A NURSE CROP OF ABRUZZI RYE @ 75 LBS./ACRE. OCTOBER 15 TO MARCH 30 SEED ABRUZZI RYE AT 100 LBS./ACRE. DOLOMITIC LIME WILL BE INCORPORATED AT THE RATE OF 3000 POUNDS/ACRE.
2. FERTILIZER WILL BE A COMMERCIAL GRADE 10-10-10 INCORPORATED INTO THE SOIL AT A RATE OF 1500 POUNDS/ACRE.
3. FROM JUNE THROUGH AUGUST AND NOT LESS THAN 30 DAYS AFTER SEEDING, APPLY AMMONIUM NITRATE (NOT LESS THAN 20% NITRATE) AT A RATE EQUAL TO 60 POUNDS OF AVAILABLE NITROGEN/ACRE.
4. ALL SEEDED AREAS WILL BE MULCHED WITH HAY OR STRAW AT A RATE OF 1500 POUNDS/ACRE.
5. SEEDING AND MULCHING MAY BE ACCOMPLISHED IN A SINGLE HYDROSEEDING OPERATION. SEEDED AREAS WILL BE MULCHED WITH HAY, STRAW OR WOOD CELLULOSE AT A RATE OF 1500 LBS./ACRE.

TEMPORARY GRASSING:  
 1. MARCH 1-AUGUST 14 SHALL BE PEARL MILLET 50 LBS./ACRE COVERED WITH HEAVY MULCH.  
 AUGUST 15-FEBRUARY 28 SHALL BE RYE GRASS 40 LBS./ACRE AND RYE GRAIN SIMULTANEOUSLY.

**DISTURBED AREA = 8.2 AC**



REV #	DATE	DESCRIPTION

LINCOLNSHIRE/PLAYER ROAD  
 ROADWAY IMPROVEMENTS  
 PHASE 1A  
 EROSION CONTROL DETAILS

DRAWN BY: PAG  
 CHECKED BY: MES  
 APPROVED BY: MER  
 DATE: 08/21/2024  
 SCALE: AS SHOWN  
 JOB No. 2021-0459  
 DRAWING No. EC5



**SECTION 01100**  
**SUMMARY OF WORK**

**PART 1-GENERAL**

The Summary of Work in this Section comprises the **Lincolnshire Drainage - Phase 1A** in Georgetown County, South Carolina. The following scope of work description is intended to be general in nature. The intention is to have the successful Contractor perform all of the work included and presented within the Contract Documents, paying particular attention to the Summary Schedule, Key Milestones in Division 0, Section 00750. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual. The Drawings and Technical Specifications are not intended to indicate or describe all work, or means and method of construction required for completion of the Work. The Contractor shall provide and install all incidentals that are required for completion of the Work.

**1.01 RELATED REQUIREMENTS INCLUDED**

- A. Project Manual, Division 0, Bidding and Contract Documents
- B. Project Manual, Division 1, General Requirements
- C. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- D. The Contract Form for this Project shall be as stipulated in Division 0, Section 00500 in the Project Manual.

**1.02 SCOPE OF WORK**

- 1. Clean out culverts beneath Highway 521
- 2. Clean out culverts beneath Reed Court
- 3. Clean out culverts beneath Mercer Avenue
- 4. Clean out existing ditch from Station 0+00 to 18+30 or culvert to culvert
- 5. Obtaining SCDOT shoulder and lane closure permits as needed.

**Special Notes**

- 1. Georgetown County has already obtained Pre-Construction Permits and Easements.
- 2. The Contractor will be responsible for any and all damage outside of the easements.
- 3. Damage to any fence, shed, or property will be the responsibility of the Contractor. If items are obstructing clearing activities within the easements, the contractor shall notify Georgetown County immediately.
- 4. The Contractor will be responsible for any and all shoulder and lane closures and permits with SCDOT.

**1.03 SUBSTANTIAL COMPLETION**

Substantial completion is the time at which the Work has progressed to the point where, in the opinion of the Owner and the Engineer, the Work is sufficiently complete in accordance with the Contract Documents so that the facilities can be utilized for the purposes for which they are intended. For this project, Substantial Completion includes all components of the Work of the Project that provides immediate service to the new facility, which has been

inspected by the Engineer and determined to be functioning properly. This requires the contractor to achieve completion of all Work of the Project less the paving and / or repair of driveways.

#### 1.04 FINAL COMPLETION

Final completion is the time, as certified by the Engineer and accepted by the Owner, when all Work of the Project is complete, post completion documents have been submitted by the contractor and are satisfactory, and the Project is ready for final payment. Final completion requires the contractor to be at the level of functionality defined complete with all “punch list” items addressed to be complete in all respects as contained within the Construction Contract Documents. The date of final completion shall constitute the date of the beginning of the Guarantee and Warranty period.

#### 1.05 USE OF THE PREMISES

- A. Contractor shall be responsible for securing staging area and have Owner approval.
- B. Contractor shall have use of the area encompassing the Project Site as shown on the applicable drawings for execution of the Work of this Contract, except as may be otherwise indicated or necessitated by the requirements of the Project Manual, or as may be determined by the Owner
- C. Contractor shall provide, or cause to be provided, and shall pay for all 3rd party geotechnical services, testing, labor, equipment, materials and such other utilities, transportation and facilities necessary for the proper execution of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- D. Contractor shall provide protection at all affected areas of the site during the performance of the Work.
- E. Contractor shall perform all work in conformance with O.S.H.A. requirements, which will be strictly enforced.
- F. Contractor shall coordinate the use of the premises consistent with the Project requirements as agreed by the Owner.
- G. Contractor shall use access routes for delivery of materials and equipment only as approved by the Owner and as may be directed by the Owner.
- H. Do not use access routes other than those indicated. Contractor shall keep clean, maintain and repair all access routes used.
- I. Contractor shall assume full responsibility for the protection and safekeeping of all products under this contract, stored and / or installed on the Project Site as well as those products stored off the Project Site. Materials, products and equipment shall be stored on the Project Site only in those areas indicated or allowed for staging.
- J. Safe staging and material storage shall be limited to the area which have been approved by the Owner and as may be designated by the Owner.
- K. Contractor shall protect existing sidewalks, pavement, curbs, utilities, building exterior and interior surfaces subject to damage by Work performed under this contract.
- L. Contractor shall protect existing sidewalks, pavement, curbs, utilities, building exterior and interior surfaces subject to damage by Work performed under this contract.
- M. Contractor shall, at his sole cost and expense, repair or replace any existing work damaged by his/her prime and/or sub-contractor’s personnel or equipment.

#### 1.06 WORK SEQUENCE AND COMPLETION

- A. Contractor shall work in an orderly manner coordinated with the work of other disciplines and trades.
- B. No disruption to, or use of adjacent facilities and access to those facilities will be allowed.
- C. The Owner may require certain work to be performed after normal working hours or on holidays or weekends or as may be necessitated in the Public interest. Such work does not constitute a change of scope or additional cost.
- D. Contractor shall perform the Work in conformance with the Summary Schedule and Key Milestones in Section 00750. This Section includes critical interim completion dates that the Contractor is required to meet.

#### 1.07 LIQUIDATED DAMAGES

The Contractor agrees to commence Work under this Contract on the effective date established as “Notice to Proceed”, and to complete the Work in conformance with the established Summary Schedule and Key Milestones in Section 00750 of the Project Manual. Should the Contractor neglect, fail or refuse to complete the Work by any one of the key milestone activities by its established Completion date the Contractor shall pay to the Owner Liquidated Damages for those damages suffered by the Owner as a result of delay for each and every calendar day that the Contractor has failed to complete any key milestone activity or the established Completion date. The aforementioned Liquidated Damages are not a penalty, but rather are a pre-agreed liquidation of the losses incurred by the Owner due to failure of the Contractor to complete the Work on time.

#### 1.08 SUBSTITUTIONS AND PRODUCT OPTIONS

Written requests for substitutions shall be forwarded to the Engineer for review and Owner approval.

#### 1.09 SURVEY

The contractor is responsible for verifying all survey data. Any errors or inconsistencies must be reported in writing to the Owner prior to commencing work in any areas where such discrepancies may be present. Please refer to Division 1, Section 01310, Project Management and Coordination in this Project Manual for further details.

#### **PART 2- PRODUCTS**

Not Used

#### **PART 3- EXECUTION**

Not Used

**END OF SECTION 01100**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 01290  
PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents of the Project Manual.
- B. Division 1, General Requirements of the Project Manual

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Certified Applications for Payment.
- B. This Section requires the coordination of the Contractor's Applications for Payment with the Construction Schedule, including established Key-Milestone Dates, Schedule of Values, Submittal Schedule, Prime and Sub-Contractors work.

**1.3 APPLICATION FOR PAYMENT**

**A. General**

1. Progress payments shall be applied for and made as the construction of the Work proceeds at intervals stated in the Contract. The Contractor will provide, to the Owner a "draft" copy of his/her Application for Payment on the 25<sup>th</sup> day of the month, or the closest workday should the 25<sup>th</sup> day fall on a weekend or holiday. This provides an opportunity to discuss figures (Schedule of Values) before they become "fixed", and will expedite the processing of the final typed Application when the Owner receives it.
2. Formal Applications for Payment shall be submitted to the Owner by close of business on the 1<sup>st</sup> day of the succeeding month, or the closest work day should the 1<sup>st</sup> day fall on a weekend or holiday of the month. The Certified Application for Payment will be processed, by the Owner, thirty (30) calendar days from the day that the Contractor submits the final Application for Payment, except if that day should fall on a weekend or holiday in which case payment shall be made on the next succeeding work day.
3. All information required on the Application shall be provided and filled in, including that for Change Orders executed prior to the date of submittal of the Application. Summary of dollar values must agree with respective totals indicated on continuation sheets.
4. Each Certified Application for Payment shall be consistent with previous Applications as approved by and paid for by the Owner.
5. All Work covered by Progress Payments shall, at the time of payment, become the property of the Owner.
6. Form of Application for Payment will be AIA Document G 702 revised, and Continuation Sheets G 703.



7. All formal Applications for Payment shall be submitted in duplicate to the Owner by means ensuring receipt within twenty-four (24) hours. Itemized Applications and supporting documents shall be submitted with a complete transmittal form listing attachments, and recording appropriate information related to the Application in a manner acceptable to the Owner. Itemized data and format provided on continuation sheets shall include schedules, line items, values as stipulated in the Schedule of Values as accepted by the Owner.
8. With each Application for Payment the Contractor shall certify that such Application for Payment represents a just estimate of costs reimbursable to Contractor under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all prime and subcontractors, consultants and materialmen have been, or will be, obtained in the form agreeable to the Owner and that amount of the contract remaining to be expended is sufficient to complete the project.
9. The Contractor shall complete each entry on the forms, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete Applications for Payment will be returned without action.
10. Conditions governing regular schedule for applications, payment and retainage shall be as stated in the Contract.
11. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar or as may be specified for Schedule of Values.
12. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.

#### B. Waivers and Mechanics Liens

1. Monthly Applications for Payment shall include Waivers of Mechanic's Liens and Claims for all Work included in the period of construction covered by the Application for Payment and the previous month's Application. Waivers of Liens and Claims from prime contractors or subcontractors and suppliers shall include the period of construction covered by the Application for Payment, the total amount paid prior to and including the previous month's Application
2. Partial Waivers of Liens shall be submitted on each item of work for the amount requested, prior to deduction for retainage, for each item.

3. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
4. The Owner reserves the right to designate which entities involved in the Work must submit Waivers of Liens.
5. The Contractor's final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien.
6. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.

#### C. Initial (First) Monthly Application for Payment

1. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include, but are not limited to the following:
  - a. List of all prime contractors, first and second tier subcontractors.
  - b. Contractor's Sworn Statement of principal suppliers, fabricators, prime and subcontractors.
  - c. Schedule of Values.
  - d. Contractor's construction schedule, to be updated monthly.
  - e. Schedule of principal products and long lead delivery items, to be updated monthly.
  - f. Submittal Schedule, Procurement Schedule.
  - g. Copies of all required permits.
  - h. Copies of authorizations and licenses from governing authorities for performance of work.
  - i. Initial progress report.
  - j. Certificates of Insurance and insurance policies.
  - k. Any material stored off site must carry additional insurance (All Risk Rider) stating Owner as insured. All material will be inspected by the Owner before billing can be approved. Bill of Sale and receipts for items being billed at cost only are required and 25% retainage will be held for off-site stored materials. Paperwork must accompany request two weeks prior to billing to insure adequate time to schedule Owner's inspection.
  - l. Contractor's Construction Safety Plan (Initial Only).

#### D. Application for Payment at Substantial Completion

1. The Contractor shall, upon issuance of the Certificate of Substantial Completion, submit his/her Application for payment, which shall reflect any Certificates of Substantial Completion issued previously for Owner occupancy for designated portions of the Work.
2. Application shall include, but not be limited to and as may be determined by the Owner, the following:

- a. Certificates of Occupancy and such other permits and approvals as may be required.
- b. Warranties (Guarantees) and maintenance agreements as may be applicable.
- c. Testing, adjusting and balance records.
- d. Maintenance manuals, training and instructions.
- e. Equipment start-up performance reports.
- f. Changeover information related to Owner's occupancy, use, operation and maintenance.
- g. Final cleaning of the entire project site..
- h. Application for Reduction of Retainage, and Consent of Surety.
- i. List of incomplete Work, recognized as exceptions to issuance of Certificate of Substantial Completion.

#### E. Final Application for Payment

1. Administrative actions and submittals that shall precede or coincide with this final Application for Payment shall include, but not be limited to and as may be determined by the Owner, the following:
  - a. Completion of Project Closeout requirements.
  - b. Completion of items specified for completion after Substantial Completion.
  - c. Prepare and submit to the Owner a list of unsettled claims, as may be applicable.
  - d. Transmit to the Owner all required project records including permit drawings, as constructed drawings both on hard copy and in electronic (PDF) format.
  - e. Provide to the Owner evidence that all requisite taxes, fees and similar obligations have been paid in full.
  - f. Removal of all temporary facilities and services.
  - g. Removal of all surplus materials, rubbish and similar elements.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01290**

**SECTION 01300  
REGULATORY REQUIREMENTS**

**PART 1 – GENERAL**

1.01 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents of the Project Manual
- B. Division 1, General Requirements of the Project Manual

1.02 CODES, AUTHORITIES, REGULATORY AGENCIES, AND INDUSTRY REFERENCES

- A. Where references are made on the Drawings or in the Technical Specifications to codes, they shall be considered an integral part of the Contract Documents as minimum standards. Nothing contained in the Contract Documents shall be so construed as to be in conflict with any law, bylaw or regulation of the municipal, state, federal or other authorities having jurisdiction.
- B. Perform Work in compliance with the following Codes, Authorities and Regulatory Agencies:
  - 1. Georgetown County, South Carolina
  - 2. South Carolina Dept. of Natural Resources (SCDNR)
  - 3. South Carolina Dept. of Transportation (SCDOT)
  - 4. South Carolina Department of Environmental Services and any organization(s) deemed to be a successor.
  - 5. All federal, state and local clean air, clean water, water rights, resource recovery, and solid waste disposal standards and the Federal Endangered Species Act, and the Occupational Safety and Health Acts.
  - 6. Environmental Protection Agency (EPA)
  - 7. US Fish & Wildlife Service (USFWS)
- C. Perform Work in compliance with the following industry references:
  - 1. National Fire Protection Association (NFPA), National Electric Code (NEC).
  - 2. NFPA 101, Life Safety Code.
  - 3. ASCE 7-10: Minimum Design Loads for Buildings and Other Structures.
  - 4. American Society for Testing and Materials (ASTM).
  - 5. Underwriters Laboratories (UL).
  - 6. The National Board of Fire Underwriters.

1.03 FIRE RATINGS

- A. Where material, component, or assembly is required to be fire rated, fire rating shall be determined or listed by the following testing agency:
  - 1. Factory Mutual Laboratories (FM).

- B. Equivalent fire rating as determined or listed by another testing authority is acceptable if approved by applicable governing authorities having jurisdiction and the Owner.

#### 1.04 PERMITTING

- A. At no additional expense to the Owner, file for and obtain necessary licenses and permits for any interim phases for construction, and be responsible for complying with any Federal, State, County, and Municipal Laws, Codes, regulations applicable to the performance of the Work, including, but not limited to, any laws or regulations requiring the use of licensed prime and /or subcontractors to perform parts of the Work.

#### 1.05 INSPECTION AND CERTIFICATIONS

- A. Arrange inspection and obtain Certificates of approval from applicable authorities having jurisdiction. Furnish Certificates of Approval in accordance with the applicable Technical Specifications and the General Requirements of the Contract.
- B. Notify and coordinate for all appropriate Georgetown County, State, and Federal inspections of the work. Allow enough time to maintain progress of the work.

#### 1.06 PERFORMANCE

- A. Should the Contractor knowingly perform any Work that does not conform with the requirements of applicable codes, ordinances, regulations, or standards, without given prior written notice to the Owner and obtaining required variance, etc. from the governing body, Contractor shall assume full responsibility thereof and shall bear all costs involved in correcting such non-complying Work. Costs shall include but not be limited to: All fines, inspection costs, damages, design and management fees in addition to the cost of removal and replacement of the work of all trades involved.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

Not Used.

**END OF SECTION 01300**

**SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 – GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual and the Construction Contract Documents, without exception
- B. The Contractor shall be responsible for general project coordination of all construction phases and aspects, trades and disciplines of the Work of the Project.
- C. The Contractor shall be responsible for general coordination of all construction site operations with other improvement projects that may be conducted by the Owner.
- D. The Contractor shall be responsible for general coordination with other interested parties including, but not limited to the Owner, other Contractors working on Owner or abutting property projects, and all involved permitting authorities.

**1.02 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents in the Project Manual.
- B. Division 1, General Requirements in the Project Manual

**1.03 GENERAL COORDINATION**

- A. Coordinate scheduling, submittals, and work of various Sections of the Technical Specifications to assure efficient and orderly sequence of installation of construction elements with provisions for accommodating items furnished by the Owner, or others, to be installed by the Contractor.
- B. Coordinate sequence of Work to accommodate partial occupancy for the Owner as specified in Section 01100, Summary of Work and / or as directed by the Owner.
- C. Review and coordinate requirements of all Divisions of the Project Manual and Sections of the Technical Specifications. Report any discrepancies to the Owner
- D. Maintain services of prime and major sub-contractors throughout duration of the Contract, except as may be required by provisions of Conditions of Contract. Notify the Owner, in writing, of intention to replace prime or sub-contractor(s), outlining reasons for the action and naming proposed replacement contractor(s).
- E. Coordinate work of prime and sub-contractors and record contractor installation(s) data on Project Record Drawings.
- F. All communications regarding Contract requirements shall be addressed to the Owner. Outline any special procedures required for coordination and include such items as required notices, reports and attendance at meetings.

- G. Arbitrate and resolve coordination conflicts between prime and sub-contractors to ensure complete and operational systems.
- H. Coordinate work with all existing utility systems.
- I. Coordinate construction activities to ensure that operations are carried out with due consideration given to energy, water and materials.
- J. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### 1.04 COORDINATION MEETINGS

- A. In addition to the meetings referred to in Section 01315, Progress Meetings, the Contractor shall conduct coordination meetings and pre-installation meetings with the Architect and other consultants, supervisory personnel, prime and sub-contractors, suppliers, the Owner and others as necessary and applicable to assure coordination of different trades, disciplines, hardware and specialty systems.

#### 1.05 COORDINATION OF SUBMITTALS

- A. Coordinate use of Project space and sequence of installation of equipment, walks, parking areas, mechanical, electrical, plumbing, or other Work that is indicated diagrammatically on the Drawings and/or contained in the Technical Specifications. Utilize space efficiently to maximize accessibility for Owner installations, maintenance and repairs.
- B. In finished areas, except as otherwise shown, conceal ducts, pipes, wiring, and other non-finish items within construction. Coordinate locations of concealed items with finish elements, and provide as-constructed drawings of the involved location.
- C. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
- D. Make adequate provisions to accommodate items scheduled for later installation, including accepted Bid Alternates, Owner supplied items, sub-subcontractor installed items, work by others, and installation of products purchased with allowances.

#### 1.06 COORDINATION OF MECHANICAL, ELECTRICAL, & OTHER INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of mechanical, electrical, and other systems, materials, and equipment. Comply with the following requirements:
  - 1. Coordinate mechanical and electrical systems, equipment and materials installation with other building components.

2. Verify all dimensions by field measurements, and advise the Owner of any dimensional conflicts.
3. Arrange and coordinate for chases, slots, and openings in other building components during progress of construction.
4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, prior to placement of concrete and/or other structural components.
5. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible and advise the Owner prior to completion of such installations.
6. Coordinate connection of systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchise service (utility) companies, and controlling agencies. Coordinate and provide required connection for each service.
7. Install systems, materials, and equipment to confirm with approved submittal data, include coordination drawings. Confirm to arrangements indicated by the Contract Documents, recognizing that portions of the Work may be shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, immediately refer conflict to the Owner
8. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components. Elements restricting such installation will be referred to the Owner
9. Install systems, materials, and equipment to facilitate servicing, maintenance, and repair or replacement of disconnecting, with minimum of interference with other locations and ease of access.

#### PART 2 – PRODUCTS

Not Used

#### PART 3 – EXECUTION

Not Used.

**END OF SECTION 01310**



**SECTION 01315  
PROGRESS MEETINGS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Division 0, Bidding and Contract Documents apply to this Section.
- B. Division 1, General Requirements of the Contract Documents apply to this Section.

**1.2 SUMMARY**

- . This Section specifies administrative and procedural requirements for all project meetings including but not limited to the following:

- 1. Field / Site Coordination Meetings.
- 2. Construction Progress Meetings.
- 3. Project Coordination / Information Response Meetings (By Owner)

**1.3 PROGRESS MEETINGS**

- A. Conduct Field / Site Work Coordination meetings at a location and at appropriate times to be determined by the Owner. Notify the Owner no less than 48 hours prior to scheduled meeting date.

Conduct Construction Progress meetings at the Project site, or at such location designated by the Owner weekly or such time as the frequency is changed by the Owner. Notify the Owner of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

Conduct Project Coordination / Information Response Meetings at such times as may be required and at a location to be approved by the Owner. Notify the Owner no less than 48 hours prior to scheduled meeting date.

- B. Agenda: Agendas and minutes for Field and Project Coordination meetings will be prepared by whoever (Contractor or Owner) requests the meeting. Agenda for regularly scheduled Construction Progress Meetings will be prepared by the Owner; minutes of those meetings will be prepared by the Contractor. Review and provide comment on minutes of the previous (Field/Site Coordination, Progress or Project Coordination meetings. Review other items of significance that could affect progress. Include topics for discussion as appropriate in the current status of the Project.

- 1. Contractor's construction schedule: Review progress since the last meeting. Determine where each activity is in relation to the construction progress schedule, whether on time or ahead or behind schedule. Determine how schedule can be improved if behind.

- C. Reporting: After each Construction Progress meeting date the Contractor will prepare and forward to the Owner, minutes of the meeting for review and comment. The Owner

will distribute (corrected) copies of minutes of the meeting to each party present and to other parties who should have been present. Contractor shall include a brief summary, in narrative form, of progress since the previous meeting and report.

1. Schedule Updating: Contractor will revise / update the construction schedule after each Construction Progress Meeting where revisions to the schedule have been made or recognized. Contractor will Issue the revised schedule, to the Owner, concurrently with the report / minutes of each meeting.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 - EXECUTION** (Not Applicable)

**END OF SECTION 01315**

**SECTION 01320**  
**CONSTRUCTION PROGRESS AND DOCUMENTATION**

**PART 1 - GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Schedule for Submittals
- B. Scheduling Personnel (NIC)
- C. Contract Milestones
- D. Submittal Schedule.
- E. Material Procurement Schedule.
- F. Construction Activities Schedule
- G. Construction Activities Schedule Revisions and Updates.
- H. Short Interval Schedule.
- I. Adjustments of Time for Completion.

1.02 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents in the Project Manual, more specifically Section 00750, Summary Schedule and Key Milestones apply to this Section.
- B. Division 1, General Requirements in the Project Manual, more specifically Section 01100, Summary of Work, Section 01330, Submittal Procedures and Section 01770, Close Out Procedures apply to this Section.

1.03 SCHEDULE FOR SUBMITTALS

- A. Allow ten (10) calendar days for review and turnaround of any submittals as may be required in the Drawings and / or Technical Specifications. All required Submittals shall be forwarded directly to the Architect / Engineer of record with sufficient time to allow for review, approval, fabrication and delivery to support the Schedule as outlined. Copy of the transmittal only must be sent to the Owner.
- B. The Contractor shall submit the following as may be appropriate and acceptable to the Owner:
  - 1. Schedule of Submittals and Product Data: To be submitted within ten (10) calendar days from Notice to Proceed (NTP). Schedule shall show submittals commencing within ten (10) calendar days from NTP and completing within sixty (60) calendar days from NTP.
  - 2. Material Procurement Schedule: To be submitted within ten (10) calendar days from NTP.
  - 3. Construction Activities Schedule: To be submitted within ten (10) calendar days from NTP.
  - 4. Short Interval Schedule: To be submitted within seven (7) calendar days from NTP.
  - 5. Inspection and Material Testing Schedule: To be submitted within twenty-one (21) calendar days from NTP.

6. Hot Laid Asphalt and Portland Cement Concrete Pour Schedules: To be submitted no less than five (5) calendar days prior to the date scheduled for the activity.

#### 1.04 SCHEDULING PERSONNEL

- A. Not Included (NIC)

#### 1.05 CONTRACT MILESTONES

- A. Key Milestones developed by the Owner and provided for in Division 0, Section 00750, Summary Schedule and Key Milestones in the Project Manual, are to be incorporated into the Contractor's Construction Schedule.
- B. Key Milestones: Key Contract Milestones (the "Milestones") are significant interim dates on the Critical Path of the Work and within the Contract Time at which certain portions of the Work must be either partially or totally complete in order for the Work to be in compliance with the Contract Documents
- C. Identify all Milestones in the Schedule Submittals, whether or not the Owner has identified those dates in the Bidding and Contract Documents.
- D. Milestones will be clearly identified in all Contractor submitted schedules and will serve as an essential instrument of measurement, by the Owner, of the Contractor's compliance with the Contract Documents.
- E. Failure by the Contractor to achieve Milestones by the Contract Dates may result in Owner implementing contractual remedies, as required, in order to regain the Contract Schedule.

#### 1.06 SUBMITTAL SCHEDULE

- A. Within ten (10) calendar days after NTP, develop and submit a Schedule of Submittals on a form acceptable to the Owner. At a minimum, the Submittal Schedule shall be in the form of: (i) a hard copy; and, (ii) an electronic version (PDF) to be approved by the Owner.
- B. Incorporate all submittals required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Submittal Schedule into the Contract Schedule and link material and equipment deliveries as appropriate to construction work activities.
- D. Submit status of the Submittal Schedule with the monthly Contract Schedule Status Submission.
- E. Indicate changes from the previous report with an asterisk.
- F. The Owner's review of the Submittal Schedule does not constitute it to be a complete listing of all submittals required by the Contract.

#### 1.07 MATERIAL PROCUREMENT SCHEDULE

- A. Within ten (10) calendar days after the NTP, develop and submit a Material Procurement Schedule on a form acceptable to the Owner. At a minimum, the Submittal Schedule shall be in the form of (i) a hard copy and (ii) an electronic version (PDF) to be approved by the Owner.
- B. Incorporate all material required by the Contract Documents for the duration of the Contract Time.
- C. Integrate the Material Procurement Schedule with the Schedule of Submittals and the Contract Schedule.

- D. Review the Material Procurement Schedule at the weekly scheduled Construction Progress Meeting.
- E. Submit status of the Material Procurement Schedule with the monthly Contract Schedule Status Submission.
- F. Indicate changes from the previous report with an asterisk.

#### 1.08 CONSTRUCTION ACTIVITIES SCHEDULE

- A. Within ten (10) calendar days following NTP and prior to submission of the first Application for Payment, submit the Construction Activities Schedule (Project Schedule) both in (i) a hard copy and (ii) electronic version (PDF). The Project Schedule shall employ the Critical Path Method (CPM) and may utilize Microsoft Project or equal.
- B. Incorporate all Key Milestones as designated by the Owner in the Contract Documents, Division 0, Section 00750, as well as other Milestones the Contractor identifies as significant points in time.
- C. At a minimum, the Construction Activities Schedule (Project Schedule) shall include the following:
  - 1. A computer-generated bar chart, based upon the CPM logic, organized by discipline and resource and sorted by early start, early finish.
  - 2. No work activity shall exceed fifteen (15) working days in duration, unless agreed upon by the Owner.
  - 3. Each activity shall be cost loaded to reflect the estimated value of performing the work. Activity cost shall consist of the sum of labor, materials, equipment, supervision and allocated overhead. The sum of all activity cost shall equal the Contract Sum.
  - 4. All Milestones, submittal dates and completion dates for all shop drawing activities, material procurement, fabrication and delivery dates shall be in support of the Construction Activities Schedule. Anticipated types and durations of usage for major equipment, and any other scheduling data relevant to the Work shall be included.
  - 5. Activities required for Project Closeout shall include appropriate activities for obtaining Substantial Completion, Punch List, Punch Work, Final Inspections (including pre-inspections and system checkouts), Closeout Submittals (Certificates, Warranties, Manuals, Release of Liens, As-Constructed drawings etc.). Show Milestones for Substantial Completion, Temporary Certificate of Occupancy (where appropriate), Certificate of Occupancy, and Final Completion.
  - 6. Weather conditions, such as high or low ambient temperatures, wind, and/or precipitation, can influence progress of the work shall be considered and allowed for in the planning and scheduling of work. This is to ensure completion of the work within the Contract time. Weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the U.S. Weather Bureau Service. Weather must be unusually severe and beyond the 10-year average to even be considered as having impacted the Project Schedule.

8. The Project Schedule shall indicate holidays and any non-work days applicable to the schedule.
- D. Joint Review, Revision, and Acceptance of the Construction Activities Schedule:
1. Within five (5) calendar days of receipt of Contractor's proposed Construction Activities Schedule (Project Schedule), the Owner and the Contractor shall meet for joint review of the Project Schedule to address corrections or adjustments needed. Any areas that conflict with timely completion of the Work of the Project shall be subject to revision by the Contractor at no cost to the Owner.
  2. Within five (5) calendar days after joint review, the Contractor shall revise and resubmit the Project Schedule in accordance with agreements reached during review. Within five (5) calendar days of resubmission of the revised proposed Project Schedule, the Owner and Contractor shall again meet for joint review.
  3. Any areas of the schedule still not in compliance shall be corrected and the Project Schedule resubmitted for acceptance within three (3) calendar days of the joint review.
  4. If the Contractor fails to define any element of work, activity or logic, and the Owner's review does not detect this error or omission, such error or omission when discovered shall be corrected at the next monthly update without change to Contract Time, and at no cost to the Owner.
  5. If the Owner questions Contractor's proposed logic, activity duration or cost, Contractor shall provide satisfactory revisions or adequate justification, within five (5) calendar days of receipt of written request. Any changes to the Project Schedule shall be at the Contractor's sole cost and expense.
- E. The Project Schedule shall become the basis for tracking and measuring progress once the Owner has provided written acceptance of the Contractor's submittal. Acceptance of the Project Schedule by the Owner does not relieve Contractor of any responsibilities for the accuracy or feasibility of the schedule, or the Contractor's ability to meet Substantial Completion, Contract Completion and/or Key Milestones – Intermediate dates. Also, acceptance does not warrant, acknowledge or admit the reasonableness of logic, activity duration or cost loading of the Project Schedule.

#### 1.09 CONSTRUCTION ACTIVITIES SCHEDULE REVISIONS AND UPDATES

- A. The Construction Activities Schedule (Project Schedule) shall be updated monthly to show progress and submitted for the Owner's review. The Contractor shall provide the updated Project Schedule with each payment application. This shall include two (2) schedule hard copies and reports along with one electronic version using Microsoft Project or equal software. Non-submittal of the update will be grounds to withhold the Application for Payment.
- B. Updating of the Project Schedule to reflect actual progress shall not be considered revisions to the Schedule. The accepted Project Schedule cannot be changed (revised) without review and acceptance, by the Owner of the Contractor's proposed change.
- C. After the monthly Schedule Update, if the Project Schedule no longer represents actual progress of the Work, Contractor shall revise the Project Schedule to properly reflect progress and resubmit to the Owner. Any costs determined as a product of the

- Schedule Update shall be borne solely by the Contractor
- D. If Contractor desires to make changes in the Project Schedule to reflect revisions in method(s) of operating and scheduling of Work, Contractor shall notify the Owner in writing, stating the reason for the proposed revision. After the Owner accepts the proposed revision, the Contractor shall implement the revision within three (3) calendar days and submit the Project Schedule to the Owner for review and final approval. Any costs determined as a product of the Project Schedule changes shall be borne solely by the Contractor
  - E. In addition, revisions to the Project Schedule that are requested by the Owner shall be made by the Contractor within three (3) calendar days of the requested revision.
  - F. All revisions to the Project Schedule shall be identified by an appropriate activity code. The Contractor shall submit the proposed code structure to the Owner for approval. Approval of the codes and requested revision(s) are required prior to revising the accepted Project Schedule.
  - G. If the Contractor defaults by failing to submit a Project Schedule, or provide the required updates or revisions, the Owner reserves the right to prepare the Project Schedule, update, or revision back-charging the Contractor for the cost of this work. In such an event:
    - 1. The Owner will request the Contractor's participation in the development of the Project Schedule, update or revision to assure the Project Schedule produced accurately reflects Contract requirements and progress of the Work. The Contractor shall respond and participate in this effort within three (3) calendar days of the Owners request.
    - 2. If the Contractor refuses to participate or cooperate with the Owner, then the Owner will develop the status of the Project Schedule to the best of its ability with the information available.
    - 3. Whether the Contractor participates or not, the Project Schedule shall be issued for the use of a unilateral Change Order to the Contract as may be appropriate and determined by the Owner.

#### 1.10 SHORT INTERVAL SCHEDULE

- A. Within seven (7) calendar days from receipt of Notice to Proceed (NTP) the Contractor shall submit to the Owner a Short Interval Schedule.
- B. The Short Interval Schedule shall be a time-scaled, hand-drawn or computer-generated schedule and be consistent with the timing and sequencing of the Construction Activities Schedule (Project Schedule). It is not required to be in a CPM format.
- C. The Short Interval Schedule shall depict all activities planned to occur within the next four (4) weeks from the data date and show status for activities, which have occurred within the prior one (1) week from the data date.
  - 1. Generally, no activity presented in the Short Interval Schedule shall have a duration greater than five (5) working days.
  - 2. The Owner, from time to time, may require the Contractor to further define activities on the Short Interval Schedule that have a duration greater than one (1) day.
- D. The Contractor shall update the Short Interval Schedule at a minimum of once a week for the duration of the project. It shall be submitted to the Owner at regularly

scheduled Progress and Coordination meetings. The data date shall be within one (1) workday of the aforesaid meeting.

- E. The Short Interval Schedule shall be utilized with Contractor's prime and sub-contractors and other project parties for the near-term coordination of the Work.
- F. All Milestones identified in the Contract and scheduled to take place within the calendar time frame of the Short Interval Schedule shall be included in the Schedule.

#### 1.11 ADJUSTMENT OF TIME FOR COMPLETION

- A. Time for Completion will be adjusted only in accordance with this Clause and the Contract Documents.
- B. Any request for adjustment of time for completion because of changes or alleged delays shall be accompanied by a complete and comprehensive **Time Impact Analysis Proposal**, which shall be submitted for approval within five (5) calendar days of the event causing delay. Failure to provide the proper notice within this time frame shall be construed as the Contractor's acceptance that the event causing delay can be absorbed into the Construction Activities Schedule (Project Schedule) without causing a delay to the project completion or any Key Contract milestone date.
- C. Each **Time Impact Analysis Proposal** shall provide information justifying the request and stating the extent of the adjustment requested. Each Analysis shall be in a form and content acceptable to the Owner and shall include, but not be limited to, the general information set forth in this section appropriate to the type of request (change or alleged delay) including the following:
  - 1. A fragment (a detailed sub-level schedule) CPM Schedule illustrating how Contractor proposes to have the change or alleged delay incorporated into the current Updated Project Schedule.
  - 2. Identification of activities in current updated Project Schedule, which are proposed to be amended due to the change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.
  - 3. **Time Impact Analysis Proposals** shall be based upon the dates when the change or changes were issued, or dates when alleged delay or delays began, status of work at that time, and shall include time computations for affected activities.
  - 4. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due to the Contractor. *It is the Owner's intention to own and control all float time indicated in the Project CPM Schedule.*
  - 5. Contract Time Extensions or Key Contract Milestone Adjustments will only be considered when a Critical Path activity or activities are affected and a resulting delay extends the Contract Completion Date or Key Contract Milestone date(s).
  - 6. Adjustment of a Key Contract Milestone date(s) may not necessarily result in an adjustment to the Contract Completion Date.
  - 7. As an alternative to extending the Contract Completion Date or adjusting Key Contract Milestones, the Owner may require the Contractor to adjust the Project Schedule. This shall be accomplished by revising logic, adding resources, working crews on overtime, working additional shifts, and any other mitigating measures that the Owner determines is in the best interest of the project and the Public. Contractor agrees to fully cooperate with the Owner in finding the most effective (least cost) means to accomplish this task when requested.



8. Should the Owner find, after review of the **Time Impact Analysis**, that the Contractor is entitled to an extension of time for completion, the time extension for completion will be considered for approval by the Owner.
9. **Time Impact Analysis** related to Change Order Work and/or Contract Time Extensions shall be incorporated into and attached to the applicable Change Order to be prepared by the Owner.

## **1.12 RAIN DELAYS**

Rain Day: For rain delays, the Contractor shall be entitled to a one-day extension of time for each day in any given month that the actual rain days measured at Georgetown, South Carolina (NOAA Station 383470), or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month (rounded to the day). In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days (rounded to the full day) in each month receiving one-hundredth of an inch or more of rain in Georgetown, South Carolina, according to NOAA.

The rain gauge (NOAA 383470), or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather-related extensions hereunder.

### **PART 2 – PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01320**

**SECTION 01322**  
**PHOTOGRAPHIC DOCUMENTATION**

**PART 1 – GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. Construction progress record photographs shall be taken by the Contractor, taken at commencement of Work and at completion of the Work, and shall be provided to owner.
- C. Furnish construction photographs taken at commencement of Work and at monthly intervals until completion of the Work.
- D. Views and quantities required:
  - 1. At each specified time, take photographs from numerous different views to show the progress of the Work. Indicate date photo was taken on all photographs.
  - 2. Furnish one (1) digital copy in a mutually acceptable format to the Owner.
  - 3. The Owner shall have the right to request fewer photographs be taken at certain intervals so more photographs may be taken at other times, providing the total number of photographs remains unchanged.
- E. Do not display photographs in publications, contests or other public or private forums without the express written consent of Owner.
- F. Assemble construction photographs at project closeout in accordance with requirements stipulated in Section 01781, Project Record Documents.

1.02 RELATED REQUIREMENTS

- A. Division 1, General Requirements of the Project Manual. .
- B. Section 01781, Project Record Documents.

1.03 COST OF PHOTOGRAPHY

- A. Contractor shall pay all costs for specified photography and prints.

**PART 2 – EXECUTION**

3.01 VIEWS REQUIRED

- A. Consult with the Owner for instructions concerning views required at each specified visit to Site.
- B. Photographs from locations to adequately illustrate conditions of construction and progress status.

3.02 DELIVERY

- A. Deliver digital photos to the Owner as soon as available.

**END OF SECTION 01322**

**SECTION 01330  
SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Submit shop drawings, product data, samples, coordination drawings and certifications concurrently as required in the applicable Drawings and / or Technical Specifications.
- B. Prepare and submit to the Architect / Engineer no later than ten (10) calendar days after receipt of Notice to Proceed (NTP), a list of submittals required by each applicable Section of the Technical Specifications. Submit in accordance with this Section and the requirements of Section 01310, Project Management and Coordination.
- C. Designate in schedule data dates for submission and review of shop drawings, product data and samples and the date of return.

**1.02 RELATED REQUIREMENTS**

- A. Division 1, General Requirements of the Project Manual.

**1.03 SHOP DRAWINGS**

- A. Present drawings in a clear and thorough manner. Prepare original, project specific documents- do not reproduce Construction Documents.
- B. Identify details by reference to sheet and detail, schedule or room numbers shown on Contract Drawings or as may be referred to in the Technical Specifications.
- C. Consecutively number shop drawings for each section of Work. Retain numbering system throughout all revisions.
- D. Show detail, material, dimensions, thickness, methods of assembly, attachments and relationship to adjoining Work and other pertinent data and details.
- E. Verify dimensions and field conditions. Clearly indicate field dimensions and field conditions.
- F. Check and coordinate shop drawings of any Section or trade with requirements of other Sections or trades as related and as required for proper and complete installation of Work.
- G. Prepare composite shop drawings and installation layouts when necessary or requested to depict proposed solutions for tight field conditions. Coordinate in field with affected trades for proper relationship to work of other trades based on field conditions.

## 1.04 PRODUCT DATA

### A. Preparation

1. Annotate each sheet to clearly identify specific product or part installed, and specific data applicable to installation.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Indicate specified finish.
6. Indicate only those sheets, which are pertinent to specific product(s) with product clearly identified.

### B. Manufacturer's standard schematic drawings and documents.

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information which is applicable to the Work.

## 1.05 SAMPLES

### A. Provide a minimum of two (2) samples, or as otherwise indicated in the Technical Specifications, of sufficient size to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture, and pattern.
3. Samples shall be referenced to the applicable section of the Technical Specifications.

## 1.06 MANUFACTURER'S CERTIFICATION OF MATERIALS AND EQUIPMENT

### A. Before shop drawings or manufacturer's data for equipment are submitted for approval, a duly authorized manufacturer's representative of the proposed equipment shall review the design of the system relative to the proper operation of his/her equipment and material.

1. Shop drawings and/or manufacturer's data submitted shall include letter from manufacturer's representative certifying that his/her equipment and materials will operate and function satisfactorily under the proposed design conditions. If required by the jurisdiction having authority, data shall be signed and sealed by a South Carolina Registered Engineer in the respective discipline.

### B. Before the work is accepted, a duly authorized manufacturer's representative of the installed equipment shall inspect the installation and operation of his/her equipment and materials to determine that they are properly installed and properly operating in accordance with the manufacturer's recommendations.

- C. Systems requiring certification will be specified in each of the applicable Sections of the Technical Specifications.

#### 1.07 CONTRACTOR REVIEW

- A. Contractor shall review all submittals prior to transmittal to the Architect / Engineer of record and the Owner.
  - 1. The Contractor shall consecutively number all shop drawings and product data transmittals. Re-submittals would have the same number of the previous submittal followed by the suffix "A, B, C etc."
  - 2. The transmittal is to contain the Owner's RFP / Bid number and the applicable specification section for each product represented on the transmittal.
- B. Apply Contractor's stamp to submittals, initialed or signed by authorized person and dated, certifying: review of submittal, verification of products, field measurements and field construction criteria, and coordination of information within submittal with requirements of Work and the Construction Contract Documents.
- C. Submittals without Contractor's stamp or submittals which, in the Owner's and the Architect / Engineer of record opinion are incomplete, contain numerous errors, or have not been checked or have only been checked superficially, will be returned without comments. Delays resulting therefrom shall be solely the Contractor's responsibility.
- D. Clearly note proposed deviations from the Contract Documents on submittals. Submit listing identifying deviations in a format acceptable to the Architect / Engineer of record and the Owner.
- E. Contractor shall be responsible to ensure quantities and dimensions shown on submittals comply with the requirements of the applicable Drawing and Technical Specifications.

#### 1.08 SUBMISSION REQUIREMENTS

- A. Make submittals promptly to the Architect / Engineer of record and the Owner in accordance with approved Submittal and Project Progress Schedule and in such sequence as to cause no delay in the Work.
- B. Number of submittals required:
  - 1. Shop Drawings: Submit two (2) full size, hard copies and one (1) electronic version (PDF) in addition to what the Contractor will require back; submit one (1) additional electronic version (PDF) each for civil, structural, mechanical, electrical or landscaping work.
  - 2. Product Data: Submit two (2) originals that will be retained by the Architect / Engineer of record and the Owner..
  - 3. Samples: Submit the number stated in each of the respective Technical Specifications, with a minimum of two (2) samples, or as otherwise noted in the applicable Technical Specifications, for each item.

- C. Submittals shall contain:

1. Date of submission and dates of any previous submissions.
2. Owner RFP / Bid number.
3. The names of:
  - a. Contractor.
  - b. Subcontractor.
  - c. Supplier.
  - d. Manufacturer.
4. Identification of the product, with the applicable Specification Section number.
5. Field dimensions, clearly identified as such.
6. Relation to adjacent or critical features of the Work or Materials.
7. Applicable standards, such as ASTM or Federal Specification numbers.
8. Identification of deviations from Contract Documents and justification.
9. Identifications of revisions on re-submittals.
10. Additional information as required by Contract Documents.
11. An 8 in. x 3 in. blank space for Contractor and Architect/Engineer stamps.

D. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by the Architect / Engineer of record or Owner review of submittals

E. Numbering system established by the Contractor. Shall be agreeable to the Owner

#### 1.09 RESUBMISSION REQUIREMENTS

- A. Contractor will make any corrections or changes in the submittals required by the Architect / Engineer of record or the Owner, mark number of submission, and resubmit as required until approved; none of this shall be of any cost to the Owner.
- B. Shop Drawings and Product Data:
  1. Contractor will revise initial drawings and data, and resubmit as specified for the initial submittal.
  2. Contractor will indicate any changes which have been made other than those requested by the Architect / Engineer of record or the Owner.
  3. Mark number of submission and resubmit until accepted.
- C. Samples: Contractor will submit new samples as required for initial submittal. Remove samples, which are "rejected" or designated "resubmit."

#### 1.10 REVIEW RESPONSIBILITIES – ARCHITECT / ENGINEER OF RECORD

- A. The Architect / Engineer shall review submittals, when applicable, with responsible promptness in accordance with the requirements of the Project Manual.
- B. The Architect / Engineer will affix stamp and initials or signature, and indicate requirements for revisions and re-submittal, if any.
- C. The Architect / Engineer will return submittals to Contractor, with copy of transmittal to Owner, for distribution, or for resubmission within five (5) days of original receipt.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used.

**END OF SECTION 01330**



**SECTION 01331  
SCHEDULE OF VALUES**

**PART 1 – GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Contractor shall submit to the Owner a Schedule of Values with line items allocated to various portions of the Work for the purpose of monitoring the progress of the work and administration of the Application for Payment Process with their response (Bid) to the RFP.
- B. Provide Owner, after receipt of the Notice to Proceed (NTP) and upon request by the Owner, including support values and data substantiating their accuracy and correctness.
- C. Division 0, Bidding and Contract Documents in the Project Manual.
- D. Division 1, General Requirements in the Project Manual.

**1.02 FORM AND CONTENT**

- A. The Schedule of Values shall be tabulated to correspond with the Contractor's Application for Payment form, and shall be identified with:
  - 1. Title of Project, Location and Owner RFP or Bid Number.
  - 2. Project Manager for Contractor
  - 3. Name and Address of Contractor
  - 4. Contract Designation
  - 5. Date of Submission
- B. Schedule of Values shall be presented in accordance with the CSI format on a line item basis

**Listing of Component Items:**

- 1. Identify each line item with the number and title of the respective major section of the Technical Specifications.
- 2. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and Progress Reports. Break principal subcontract amounts down into several line items by completed task in various locations.
- 3. Round off amounts to nearest whole dollar, total of all listed values shall equal total Contract Sum.
- 4. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on Schedule of Values for initial cost of materials, for each subsequent state of completion, and for total installed value of that part of the Work.
- 5. Costs of actual work-in-place may be shown as separate line items in Schedule of Values, such as:
  - a. Bonds
  - b. Insurance
  - c. Temporary facilities, services and controls.
  - d. Field supervision and layout

- e. Testing
- 6. Separate material cost and labor cost as directed or requested by the Owner
- C. For each major line item whose value is larger than five thousand dollars (\$5,000.00) list sub-values of major products or operations under the item.
- D. For various portions of the Work:
  - 1. Each item shall include a directly proportional amount of overhead and profit.
  - 2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. Cost of materials, delivered and unloaded, with taxes paid.
    - b. Total installed value.
- E. The sum of all values listed in the Schedule of Values must equal the total Contract Sum.

#### 1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Not Included (NIC)

#### 1.04 RESUBMITTAL

- A. After review by the Owner, the Contractor may be requested to revise and resubmit Schedule of Values as may be determined appropriate by the Owner.
- B. Revised and approved Schedule of Values shall be resubmitted as part of monthly Application for Payment.

#### 1.05 MATERIALS STORED OFF - SITE

- A. Payment for materials and equipment stored off – site, and not on the property of Georgetown County shall be subject to, and comply with the following:
  - 1. Prior written approval from the Owner, of materials and equipment to be stored, and location of facilities to be used for storage.
  - 2. Storage of materials and equipment will be in a bonded warehouse. Proof of insurance shall be provided to the Owner in the name of Georgetown County.
  - 3. Contractor shall furnish an inventory, including invoices, for all stored materials and equipment that are included in the Application for Payment using a form acceptable to and approved by the Owner.
  - 4. Contractor shall issue a Bill of Sale to the Owner for all items.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01331**

**SECTION 01400**  
**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Contractor's Quality Control (QC), in addition to customary testing and control requirements and those included in the Construction Contract Documents.
- B. Manufacturer's field services, coordinated by the Contractor.

1.02 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents of the Project Manual.
- B. Division 1, General Requirements of the Project Manual.

1.03 GENERAL QUALITY CONTROL

- A. Maintain Quality Control over construction activities, suppliers, manufacturers, products, services, site conditions, and workmanship of all personnel to assure Work is of specified quality.
- B. Quality inspections: Contractor to provide.
  - 1. Contractor shall be the first line of quality control and shall review all items for compliance with the Drawings and Technical Specifications reviewed and approved by the Owner. Prior to the Contractor's Testing Laboratory inspectors performing Quality Assurance (QA) review and inspections such as rebar placement, asphalt and concrete, piling inspection, soil compaction, etc., the Contractor shall have verified conformance to the requirements of the Construction Contract Documents, plans and technical specification prepared by the Architect / Engineer of record and reviewed and approved by the Owner.
  - 2. Maintain a written Quality Assurance / Control Program establishing the methods of assuring compliance to the contract documents. The Program shall be submitted to, reviewed and approved by the Owner. Quality Control personnel shall be identified at the initiation of the Project and shall be adequate to monitor the Work effectively and to enforce the Quality Assurance / Control procedures.
  - 3. Inspect each phase of Work for compliance with Contract Documents, plans and specification prepared by the Architect / Engineer of record and reviewed and approved by the Owner.
  - 4. Contractor shall have defective conditions corrected before calling for inspections and starting subsequent operations which would cover or are dependent upon the Work in question.
  - 5. Where visual inspection is not sufficient, such as in verifying slope of pavement or depth of retention / detention ponds for proper drainage, use instruments with qualified operators to inspect work.

6. Secure the services of a testing laboratory when necessary to assist in evaluating quality.

#### 1.04 WORKMANSHIP

- A. Comply with industry standards, except when more restrictive tolerances or specified requirements are called for in Construction Contract Documents, plans and specifications prepared by the Architect / Engineer of record and reviewed and approved by the Owner.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration and other forces such as, but not limited to hurricane force winds.

#### 1.05 MANUFACTURER'S INSTRUCTIONS

- A. When required by the Technical Specifications, submit manufacturer's current printed instructions, in the quantity required for product data, for delivery, storage, assembly, installation, startup, adjusting and finishing, as necessary.
- B. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Construction Contract Documents, plans and technical specifications prepared by the Architect / Engineer of record and reviewed and approved by the Owner, Contractor shall re-submit and provide written clarification and explanation to the Architect / Engineer of record and the Owner.

#### 1.06 MANUFACTURER'S CERTIFICATES

- A. When required by the Technical Specifications, supplier/manufacturer shall provide qualified personnel to observe field conditions, conditions of the surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balancing of equipment as applicable, and to make appropriate recommendations.

#### 1.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in the respective Technical Specification Sections, the supplier/manufacturer will provide qualified personnel to observe field conditions, conditions of the surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balancing of equipment as applicable, and to make appropriate recommendations.
- B. Manufacturer's Representative shall submit written report to Architect / Engineer of record and the Owner listing observations and recommendations.

#### 1.08 CONTRACTOR'S CERTIFICATION

- A. Contractor shall supply written certification that the Work, as installed, has been reviewed by him/her for compliance with the Contract Documents, applicable Drawings and Technical Specifications.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION 01400**

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

**PART 1 – GENERAL**

**1.01 REQUIREMENTS INCLUDED**

A. Unless required by a Section of the Technical Specifications, the Owner shall employ and pay for the services of an Independent Testing Laboratory to perform specified testing of work and materials at the Project Site or at point of manufacture.

Contractor shall cooperate with the testing laboratory to facilitate the execution of its required services.

Contractor shall incorporate recommendations from Owner's testing results. Obtain testing prior to Owner's testing as necessary. Owner's testing shall not be a substitute for contractor's own Quality Control measures but, rather, a measure of Quality Assurance (QA).

The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.

**1.02 RELATED REQUIREMENTS**

- A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Each specification section listed: Inspection and laboratory testing required, and standards for testing.
- C. Division 1, General Requirements of the Project Manual.

**1.03 QUALIFICATIONS OF LABORATORY**

- A. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
- B. Comply with the following requirements:
  - 1. ANSI/ASTM D3740: Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
  - 2. ANSI/ASTM E329: Standard Recommended Practice for Inspection and Testing for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. Authorized to operate in the State of South Carolina
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of

inspection, with memorandum of remedies of any deficiencies reported by the inspection.

- E. Testing Equipment:
  - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
    - a. National Bureau of Standards.
    - b. Accepted values of natural physical constants.
- F. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Construction Contract Documents.
- G. Failure on part of Owner to make any tests of materials shall in no way relieve the Contractor of responsibility of furnishing materials or performing work conforming to the Construction Contract Documents.

#### 1.04 LABORATORY DUTIES

- A. Cooperate with the Owner and Contractor; provide qualified personnel after due notice from Contractor.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards.
  - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Owner and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection: one (1) copy each to Owner and Contractor. Each report shall include:
  - 1. Date issued.
  - 2. Project title and Bid Number
  - 3. Testing laboratory name, address and telephone number.
  - 4. Name and signature of laboratory inspector.
  - 5. Date and time of sampling or inspection.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of product.
  - 9. Location of sample or test in the Project.
  - 10. Type of inspection or test.
  - 11. Results of tests and compliance with Contract Documents.
  - 12. Interpretation of test results, when requested by Owner
- E. Perform additional tests as may be required by the Owner.

## 1.05 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.
  - 4. Stop the Work.

## 1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate, together with laboratory personnel, will provide access to the point/location of the Work, and to manufacturer's operations.
- B. Secure and deliver to laboratory at designated location(s) adequate quantities of representational material proposed to be used and which require testing together with applicable proposed design mixes.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which required control by the testing laboratory.
- D. Furnish copies of Products test reports to the Owner as required.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project Site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory twelve (12) hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence on inability to perform the Work at the scheduled time.
- G. Make arrangements with laboratory and pay for services to perform inspections, sampling and testing required:
  - 1. For the Contractor's convenience.
  - 2. When the initial tests or inspections indicate Work does not comply with Contract Documents (i.e., re-tests).

## 1.07 SOURCE OF MATERIALS

- A. Source of supply of each of materials required shall be acceptable to the Owner and before delivery is started.



- B. Representative samples shall be submitted for inspection or tests.
- C. Results obtained from testing samples will be used for preliminary approval, but will not be used as final acceptance of materials.
- D. The Owner may test materials proposed to be used at any time during preparation and use.
- E. If it is found that sources of supply, which have been approved, do not furnish product of uniform quality, or if product from any source proves unacceptable at any time, Contractor shall furnish approved material from another source without additional cost to Owner or delay in completion date.

#### 1.08 IDENTIFICATION

- A. Required samples submitted by Contractor shall be properly labeled for identification.
- B. Materials and/or equipment that have been inspected and/or tested shall be stored in a controlled area with suitable identification referencing tests and certifications.
- C. Continuous inventory shall be kept of all items in this area controlled by log in and log out with receiving and disbursing signatures.
- D. Copies of receiving or disbursing actions shall be sent to the Owner on a daily basis.
- E. Disbursing records shall show final destination and installation.

#### 1.09 MATERIAL STORAGE

- A. Materials shall be stored so as to ensure preservation of their quality and fitness for Work, in accordance with requirements of Section 01620, Storage and Protection.

#### 1.10 SCHEDULE OF INSPECTIONS AND TESTS

- A. Refer to each individual Section of the Project Manual for specific testing requirements, or as otherwise required by the Contract Documents or appropriate regulatory agency.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

Not Used.

**END OF SECTION 01410**

**SECTION 01500**  
**TEMPORARY FACILITIES AND UTILITIES**

**PART 1 – GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual and the Construction Contract Documents.
- B. Furnish, install and maintain temporary utilities required for construction, to be removed at completion of Work.
- C. Provide and maintain methods, equipment, and temporary construction required to control environmental conditions at construction site and other areas under Contractor's control. Remove evidence of temporary facilities at completion of Work.
- D. Furnish and pay for installation of all temporary utilities, permanent utilities except as provided by Owner, or fuel required for testing of installed equipment and systems.

1.02 RELATED REQUIREMENTS

- A. Division 1, General Requirements of Project Manual.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code (NEC), federal, state, and local codes and regulations and with utility company requirements.
- B. Comply with State of South Carolina regulatory agencies having judicial authority.
- C. All affected Utility Organizations should be contacted by the Contractor to arrange temporary utilities. The appropriate Utility Organization, as well as other Contacts are listed on the cover sheet of the construction contract drawings.

**PART 2 – PRODUCTS**

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange for temporary service.

- B. Contractor will pay all electrical consumption charges.
- C. Furnish and install circuit and branch wiring, transformers, temporary meters, weatherproof area distribution boxes, and any other devices necessary, located so that power and lighting is available throughout the construction by the use of construction-type power cords.
- D. Provide adequate artificial lighting for day and night operations, minimum 35-foot candle power for finish work within all areas of the Project.

#### 2.03 TEMPORARY HEAT AND VENTILATION

- A. Furnish and install temporary heat and ventilation if determined to be necessary.
- B. Contractor will pay all heat and ventilation consumption charges.

#### 2.04 TEMPORARY TELEPHONE SERVICE

- A. Furnish and install temporary telephone if determined to be necessary.
- B. Contractor will pay all telephone usage charges.

#### 2.05 TEMPORARY WATER

- A. Furnish and install temporary water line and distribution from a point designated by the Owner, if determined to be necessary.
- B. Contractor will pay all water consumption charges.

#### 2.06 TEMPORARY SANITARY FACILITIES

- A. Provide portable chemical-type sanitary facilities in compliance with applicable health laws, and state, county and local regulations and ordinances.
- B. Service, clean and maintain facilities and enclosures.
- C. Facilities shall be fitted with approved sanitary holding capacity and shall be emptied periodically to prevent overflow. Legal disposal of sanitary waste must be off-site and is Design/Builder's responsibility.
- D. Construction workers and project staff shall not use permanent plumbing facilities
- E. Sanitary facilities failing to meet required standards or maintenance methods shall be corrected immediately.
- F. Contractor will pay all costs for installation, maintenance and removal.

#### 2.07 TEMPORARY FIRE PROTECTION

- A. During construction, provide temporary fire protection and life safety provisions in accordance with local jurisdiction requirements, the International Code and / or NFPA Standards.
- B. A “Hot Work” permit may be required when welding or cutting operations are to take place. Take necessary precautions in welding or cutting operations to keep work area free of combustible materials. Do not use welding equipment around flammable liquids or vapors.
- C. Keep welding and cutting equipment outdoors wherever possible. Remove welding and cutting equipment from any structure daily, wherever practical.
- D. At completion of welding or cutting operations, inspect work and adjacent area for hazards. When operations are near any building opening, inspect areas above, below or adjacent to work area hazards.
- E. Do not open, turn off, interfere with, attach any pipe or hose to, or connect anything to any fire hydrant, stop valves, or stop cock, or tap any water main without prior written permission of proper authority or the Owner.

### **PART 3 – EXECUTION**

#### **3.01 GENERAL**

- A. Comply with local jurisdiction and all other applicable requirements as stated in this Section.
- B. Contractor shall obtain and pay for all required permits for the Work.

#### **3.02 REMOVAL**

- A. Completely remove from the project site temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities immediately after removal.
- C. Restore existing facilities used for temporary services to specified, or to original, condition.
- D. Restore permanent facilities used for temporary services to specified condition.
  - 1. Prior to final inspection, remove temporary lamps and install new lamps where appropriate.

**END OF SECTION 01500**

**SECTION 01510  
TEMPORARY CONSTRUCTION CONTROLS**

**PART 1- GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. Furnish, install and maintain temporary controls required for construction.
- C. Remove all temporary controls at completion of Work.

**1.02 RELATED REQUIREMENTS**

- A. Division 1, General Requirements of the Project Manual.

**1.03 CONSTRUCTION SITE CLEANING**

- A. Maintain areas within limits of the Project Work Site free of extraneous debris and litter.
- B. Initiate and maintain specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and off site hauls routes.
  - 1. Furnish on-site containers for collection of waste materials, debris and rubbish.
  - 2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
  - 3. Provide periodic inspection of traffic areas to enforce requirements.
  - 4. Remove waste material, debris and rubbish from site and building area daily, or sooner as otherwise needed.
  - 5. Do not drop or throw materials from heights. Lower waste material in a controlled manner and with as few handlings as possible.
  - 6. During entire construction period, and at all times, keep the site access entry road, parking areas free from accumulation of waste materials, debris and rubbish caused by the Work of this Project.
  - 7. Dirt and debris shall be removed from all surfaces prior to closure of all areas (walls, ceilings, chases, etc.).
- C. Hazards Control:
  - 1. Store volatile wastes in covered metal containers.
  - 2. Remove containers from premises daily.
  - 3. Prevent accumulation of wastes, which create hazardous conditions.
  - 4. Provide adequate ventilation during use of volatile or noxious substances.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of wastes into streams or waterways.
3. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

#### 1.04 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from dispersing into atmosphere.
- B. Clean interior building areas to prevent accumulation of dirt and debris and execute prior to start of finish painting, special coatings, and/or other finish material installations.
- C. Wet down materials and rubbish to prevent blowing dust.
- D. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- E. Continue cleaning on an as-needed basis until building and/or site is ready for beneficial occupancy.

#### 1.05 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. Wetland areas shall be protected as well.
  1. Hold areas of bare soil exposed at one time to minimum.
  2. Provide temporary control measures such as berms, dikes, and drains.
  3. Comply with federal, state and local regulations.
- B. Construct fills and soil waste areas by selective placement to eliminate surface soils or clay, which will erode.
- C. Periodically inspect earthwork to detect any evidence of start of erosion, apply corrective measures as required for erosion control.

#### 1.06 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Contractor is responsible only for pollution control of the immediate Work of the Contract, the actions and operations of the Contractor, and the workers employed or contracted to Contractor. Provide equipment and personnel to perform

emergency measures required to contain spillage, and to remove contaminated soil or liquids.

- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to basins, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants. Prevent toxic concentrations of chemicals. Prevent harmful disposal of pollutants into atmosphere.

## WATER CONTROL

- A. Provide methods to control surface water to prevent damage to project site or adjoining properties. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas. Direct drainage to proper runoff.
- B. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in manner to prevent flooding, erosion or other damage to any portion of site or adjoining areas.
- D. Dewater areas in accordance with applicable local and state requirements and accepted professional practice.

## 1.07 EARTH CONTROL

- A. Contractor shall, at his/her sole cost, remove excess soil, pier spoils, etc., at time of generation.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTIONS**

### 3.01 REMOVAL

- A. Contractor shall, at his/her sole cost, remove temporary construction controls at the completion of the Work, or as required by execution of the Work or as may be directed by the Owner.

**END OF SECTION 01510**

**SECTION 01530**  
**BARRIERS**

**PART 1 – GENERAL**

1.01 REQUIREMENTS

- A. The Contractor shall comply with and be responsible for all the requirements of Division 1, General Requirements of the Project Manual, without exception.
- B. Provide and maintain barriers for the protection of personnel and materials in accordance with the requirements of applicable state and local codes.
- C. Install barriers, if necessary, at the start of construction.

1.02 RELATED WORK

- A. Section 01510, Temporary Construction Controls

1.03 REGULATORY AGENCIES

- A. Comply with federal, state, and local, municipal regulations and with utility company and insurance agencies' requirements.

**PART 2 – PRODUCTS**

2.01 MATERIALS, GENERAL

- A. Materials and equipment must be adequate in capacity for the required usage, and not violate applicable codes and standards.
- B. Provide warning signs to help prevent damage and injury.
- C. Should it become necessary to remove safety items it shall be the Contractor's responsibility to replace the item immediately in conformance with applicable codes, standards and regulations.
- D. Wood materials used in barricades and barriers within any building and in material storage areas shall be fire-retardant.

2.02 BARRICADES

- A. Cover trenches and holes when not in use. Erect barriers at sharp changes in plane of more than 3 feet.
- B. Protect all building openings with safe, temporary railings adequately braced

2.03 CONSTRUCTION LIGHTING

- A. Provide construction lighting throughout construction areas as may be



required and necessary to maintain safety and security.

- B. Maintain lighting on a daily basis, including weekends, holidays, and foul-weather days so that the Project Site is adequately lighted, if necessary, in the interest of safety and security.

### **PART 3 – EXECUTION**

#### **301 REMOVAL**

- A. Contractor shall, at his/her sole cost, completely remove barricades and fences when construction has progressed to a point that they are no longer required, or when requested by the Owner.

#### **302 CLEANING**

- A. Clean and repair damage caused by the Work of this Section. Fill and grade the areas of the Site to required elevations and slopes, and clean the area.

**END OF SECTION 01530**

**SECTION 01563**  
**HANDLING OF INCIDENTAL FUEL SPILLAGE DURING CONSTRUCTION**

**PART 1 – GENERAL**

1.01 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents in the Project Manual.
- B. Division 1, General Requirements in the Project Manual.
- C. South Carolina Dept. of Health and Environmental Controls (SCDHEC)

1.02 SCOPE

- A. This section consists of procedures to be followed in handling material contaminated with petroleum fuel products (hydrocarbons including petroleum, petroleum derivatives, hydraulics and like products) caused by incidental spillage (including leaks) from the Contractor's or his/her prime and sub-contractor's equipment.

Incidental spillage shall mean spillage of a quantity not greater than 25 gallons per incident, of vehicular or mechanical equipment fuel products, onto open ground and absorbed or not absorbed by the soils.

Spillage or leakage of petroleum fuel products in quantities in excess of 25 gallons shall be immediately remediated by the Contractor using applicable and appropriate procedure(s). Whenever such spillage or leakage occurs, the Contractor shall immediately implement the appropriate corrective actions as required.

- B. The provisions of this Section are limited to incidental petroleum fuel spillage on ground surfaces and it excludes fuel spillage onto surface waters.

1.03 APPLICABLE CODES

- A. The Contractor shall comply with all prevailing federal, state, and local environmental protection ordinances and codes governing and having application to and any discharges, intentional or accidental, which may cause water pollution and constitute a nuisance, and sanitary nuisance.
- B. Leaks and spillage may occur when using mechanical equipment. Equipment generated or lubricated with petroleum products, is prone to leaks or spillages, therefore proper management of "spillage incidents" is essential.

**PART 2 – PRODUCTS**

2.01 ABSORBENT MATERIALS

Contractor shall equip crews and/or provide machinery with the most efficient type of petroleum absorbent materials. These materials are available at petroleum equipment suppliers and must be readily accessible so that spillages can be quickly contained and

prevented from becoming greater incidents. Fiber material, sand or cat litter may be used as an absorbent material. Sufficient quantity of absorbent material capable of absorbing up to 25 gallons of petroleum fuel products shall be stocked at the job site at all times.

### **PART 3 - EXECUTION**

#### **3.01 PROCEDURES**

- A. Personnel handling waste materials must have a minimum of 40 hours training as defined in 29 CFR 1910.120 and in accordance with the certified OSHA course.
- B. Perform work as specified herein and in accordance with the applicable provisions of South Carolina Dept. of Transportation (SCDOT) and South Carolina Dept. of Health and Environmental Controls (SCDHEC). No payment will be made to the Contractor for the cost of handling and disposing of leaks, spillages and materials, soils and environment contaminated by such leaks or spillages.

The procedure for the proper handling and disposal of contaminated soils and absorbent materials is readily available through the aforementioned agencies:

- C. The steps outlined below are minimum requirements and are merely presented as guidelines. They do not constitute a complete compliance procedure.

##### **STEP 1:**

If a fuel contamination to open ground has been discovered, check for the origin of that leak or spillage. Then stop the spillage or leak and positively contain it, and then use absorbents to collect the discharged liquid. Immediately notify the Owner.

##### **STEP 2:**

Sand may be used to absorb ground surface spills while absorbent materials may be used to absorb ground spills as well as surface water spills. Once absorption of spilled fuels is complete the impacted (contaminated) absorbent materials shall be stored in 55-gallon steel drums (100-150 lbs.). If leaked or spilled fuel has been absorbed into the soils, excavate and containerize the impact (contaminated) soils. Soils may be stored in 55-gallon steel drums.

##### **STEP 3:**

The contaminated materials must be collected, containerized and otherwise properly stored and labeled prior to transport to a pre-approved storage, disposal or treatment facility. All drums used to store impacted (contaminated) absorbent material and/or contaminated soils shall be properly sealed and labeled with the following information.

Name of Company (Contractor)

RFP / Bid No.:

Location of origin:

Type of contents:

Type of containment:

Quantity: (e.g. 1 of 1)

Date:

Containerized by:  
Labeled by:

**END OF SECTION 01563**

**SECTION 01570  
TRAFFIC REGULATION**

**PART 1 – GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. Construction parking control, flagmen, flares and lights, haul routes, traffic signs and signals, and removal.
- C. Maintenance of safety and convenience of public.

**1.02 RELATED WORK**

- A. Division 1, General Requirements of the Project Manual.

**1.03 PUBLIC SAFETY AND CONVENIENCE**

- A. Materials and equipment shall be stored and Work conducted to minimize obstruction to pedestrian movement and vehicular traffic. Materials and equipment stored in or near path of traffic shall be protected with appropriate warning signs and barricades. At night, or as otherwise required, equipment not in use shall be stored in such manner and location to not interfere with safe passage of pedestrians and vehicles. Contractor shall provide and maintain flagmen at points and for periods of time required to provide safety and convenience of traffic, and as directed by the Owner
- B. Contractor shall not close traffic to any bridge, culvert, or any other portion of public road except as may be designated by the Owner. Prior to closing any access way and/or structure coordinate work schedule with the Owner.
- C. Contractor shall provide the Owner with notice at no less than 48 hours prior to movement of heavy equipment and/or wide or slow moving vehicles to or from Project Site. Contractor shall strictly adhere to vehicular routes established or as may be directed by the Owner.

**1.04 LANE CLOSURE RESTRICTIONS**

Contractor shall be responsible to verify, with the SCDOT District Traffic Engineer, land closure restriction hours. There are no restrictions on lane closures during the summer recess period for schools in the area. Any work on SCDOT roads shall be planned so that closure of intersecting streets, road approaches or other access points is held to a minimum.

**1.05 TRAFFIC CONTROLS AND SIGNALS**

Traffic controls for utility construction and maintenance operations shall conform with the SCDOT Standard Drawings and Manual on Uniform Traffic Control Devices (MUTCD). All construction and maintenance operations shall be planned with full regard for safety and to keep traffic interference to an absolute minimum.

The contractor shall: a ) provide, erect and maintain all necessary barricades, lights, danger signals, signs and other control devices, provide qualified, trained and equipped flaggers and watchmen where necessary, as may be directed by the Owner; b) take all necessary

precautions for the protection of the Work, the warning that work is under construction and the safety of the public. Suitable advance warning signs shall be erected in advance where operations interfere with the use of the road by traffic. Where a lane, or a portion of a lane is closed, traffic control devices and flaggers shall be used in accordance with the Standard Drawings and MUTCD. All barricades, signs and traffic control devices shall conform to the requirements of the MUTCD.

#### 1.06 HAUL ROUTES

Based on regulations prescribed by the South Carolina Dept. of Transportation (SCDOT) and Georgetown County, or other agency having jurisdiction, use only established roadways or use temporary roadways constructed by the contractor when and as authorized by the Owner. When materials and/or equipment are being transported in executing the Work vehicles shall not be loaded beyond loading capacity recommended by manufacturer of vehicle or prescribed by federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks contractor shall protect them from damage. Contractor shall repair / replace or pay for all damaged curbs, sidewalks, roads, and / or paving.

#### 1.07 EQUIPMENT STORAGE

When equipment is not in use, on roadways open to public travel, contractor's equipment and vehicles shall be kept at least thirty (30) feet from the edge of the travel lanes, On Interstate routes or Freeways, no vehicles or equipment will be permitted on the shoulders at any time.

#### 1.08 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic in landside areas only.

### **PART 2 – PRODUCTS**

#### 2.01 SIGNS, SIGNALS AND DEVICES

- A. Post-mounted and wall-mounted at parking areas to indicate spaces designated for use by construction personnel.
- B. Traffic control signals, as may be required, and as approved by SCDOT and the Owner
- C. Traffic cones and drums and lights, as approved by SCDOT and the Owner.
- D. Flagmen equipment as required by SCDOT and Georgetown County.

### **PART 3 – EXECUTION**

#### 3.01 REMOVAL

- A. Contractor shall remove equipment and devices, at his/her sole cost, when no longer required. Repair damage caused by installation. Remove post settings to depth of three (3) feet.

**END OF SECTION 01570**

**SECTION 01600  
PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents of the Project Manual without exception.
- B. Division 1, General Requirements of the Project Manual without exception.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Construction Contract.
- B. Procedural requirements governing the Contractor's selection of products and product options are included under Section 01610, Materials and Equipment.

**1.3 DEFINITIONS**

- A. Definitions used in this Section are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "Substitutions." The following are not considered substitutions:
  - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Construction Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to Construction Contract Documents requested by Georgetown County
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS**

- A. Substitution Request Submittal: Requests for substitution will be considered if received within thirty (30) calendar days after commencement of the Work. Requests received more than thirty (30) calendar days after commencement of the Work may be considered or rejected at the discretion of the Owner.
  - 1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form to be provided by the Owner and in accordance with procedures required for Change Order proposals to be established by the Owner

2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Technical Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - b. Samples, where applicable or requested.
  - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - d. A statement indicating the substitution's effect on the Contractor's Construction Progress Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - e. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - f. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Construction Contract Documents. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Owner's Action: Within one (1) week of receipt of the request for substitution, the Owner may request additional information or documentation necessary for evaluation of the request. Within two (2) weeks of receipt of the request, or one (1) week of receipt of the additional information or documentation, whichever is later, the Owner will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Conditions: The Contractor's substitution request will be received and considered by the Owner when one or more of the following conditions are satisfied, as determined by the Owner, otherwise requests will be returned without action except to record noncompliance with these requirements.
  1. Extensive revisions to Construction Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Construction Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or equal" clause or similar language in the Construction Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract time. The request will not be considered if the product or method cannot



be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the Owner in terms of cost, time, energy conservation or other considerations of merit after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect / Engineer of record for redesign, increased cost of other construction elements by the Owner or other separate Contractors, and similar considerations.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Construction Contract Documents and where the Contractor certifies that the proposed substitution will provide the required warranty.
- B. The Contractor's submittal and the Owner's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- C. Substitution request constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the product specified.
  2. Will provide the same warranty for substitution as for the product specified.
  3. Will coordinate installation and make other changes, which may be required for work to be complete in all respects.
  4. Waives claims for additional costs, which may subsequently become apparent. All costs associated with the substitution will be paid for by the Contractor regardless of approvals given, and regardless of subsequent difficulties experienced as a result of substitutions.

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION 01600**

**SECTION 01610  
MATERIALS AND EQUIPMENT**

**PART 1 - GENERAL**

1.01      **REQUIREMENTS INCLUDED**

- A.    The Contractor shall comply with and be responsible for all requirements of the Project Manual, without exception.
- B.    The Contractor shall comply with the applicable requirement in this Section, and the requirements of Division 1, Section 01100 Summary of Work.
- C.    Division 1, Section 01600, Product Requirements.
- D.    Division 1, Section 01770, Closeout Procedures

1.02      **RELATED WORK**

- A.    Division 1, General Requirements of the Project Manual.

1.03      **SCOPE**

- A.    General storage and protection of project materials and equipment.
- B.    Furnish, install and maintain storage sheds as required for protection of materials and equipment. Remove at completion of Work.
- C.    Exterior storage requirements for all specified materials and equipment requiring protection.

1.04      **MATERIAL AND EQUIPMENT INCORPORATED INTO WORK**

- A.    Comply with applicable specifications, manufacturer's recommendations and standards.
- B.    Comply with size, make, type and quality specified or as specifically accepted in writing by the Owner.
- C.    Design, fabricate, assemble deliver and install products in accordance with engineering and shop practices normal to trade.
- D.    Manufacture like parts of duplicate units to standard interchangeable sizes and gauges. Two or more items of same kind shall be identical by same manufacturer.
- E.    Products shall be suitable for intended purpose.

- F. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
- G. Do not use material or equipment for any purpose other than for which it is designed or is specified.

#### 1.05 IDENTIFICATIONS AND NAMEPLATES

- A. Nameplates, trademarks, and other identifying marks on manufactured and fabricated items are not permitted on surfaces exposed to view in public spaces, including elevators and escalators except as noted otherwise in the Construction Contract Documents. This does not apply to UL labels.

#### 1.06 QUALITY ASSURANCE

- A. Materials specified are to define standard of quality or performance and to establish basis for evaluation of proposals.
- B. Comply with individual Technical Specification Sections and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Technical Specification Section shall be of same manufacturer and shall be interchangeable, unless otherwise required.

#### 1.07 PRODUCT OPTIONS

- A. For Products specified only by reference standard, select Product meeting that standard by any manufacturer.
- B. For Products specified by naming only one Product and manufacturer, select any one of the products and manufacturers named which complied with the Technical Specifications.
- C. For products specified by naming only one Product and manufacturer, there is no option and no substitution will be allowed.

#### 1.08 PRODUCTS LIST

- A. Within twenty (20) calendar days after award of Contract, submit to the Owner three (3) copies of complete list of major Products, which are proposed for installation.
- B. Tabulate Products by Technical Specification Section number and title.
- C. For products specified only by reference standards list for each such Product:
  - 1. Name and address of manufacturer.
  - 2. Trade name.
  - 3. Model or catalogue designation.
  - 4. Manufacturer's data:

- a. Reference standards.
  - b. Performance test data.
- D. The Owner will coordinate with the Architect / Engineer of record and reply in writing stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of the requirements of the Construction Contract Documents.

#### 1.09 MANUFACTURER'S INSTRUCTIONS

- A. When Construction Contract Documents require installation of work to comply with manufacturers printed instructions, obtain and distribute copies of instructions to parties involved in installation, including two (2) copies to the Owner, prior to commencing work.
- B. Maintain one (1) set of complete instructions at job site during installation and until work is complete.
- C. Maintain copies for Project Record Documents.
- D. Handle, install, connect, clean, condition and adjust products in strict accord with manufacturer's instructions and in conformity with specified requirements.
- E. Should job conditions or specified requirements conflict with manufacturer's instructions, notify the Owner in writing for further instructions. Do not proceed with Work without clear instructions.
- F. Perform Work in accordance with manufacturer's instructions. Do not omit preparatory steps on installation procedures unless specifically modified or exempted by the Contract Documents.

#### 1.10 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of materials and equipment in accordance with construction schedules. Coordinate to avoid conflict with Work and conditions at Site. Avoid congesting traffic.
- B. Deliver materials and equipment in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- C. Immediately upon delivery, inspect shipments to assure compliance with requirements of the Construction Contract Documents and accepted submittals, and that products are properly protected and undamaged.
- D. Promptly remove unsatisfactory materials from Site.
- E. Furnish equipment and personnel to handle products by methods necessary to prevent soiling or damage to products or packaging.

## 1.11 STORAGE

- A. Store materials subject to damage from exposure to weather in weather tight storage facilities of suitable size with floors raised above ground. Materials not subject to weather damage may be stored on blocks off ground.
- B. Store fabricated products in accordance with manufacturer's instructions, seals and labels intact and legible. Store product subject to damage by elements in weather tight enclosures. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- C. Cover materials, which are subject to deterioration with breathable, impervious sheet covering to provide adequate ventilation to avoid condensation.
- D. Store loosed granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter and cover during inclement weather. Store cementitious and clay products clear of earth or concrete floors, away from walls.
- E. Arrange storage in manner to permit easy access for inspections.
- F. Protect metal from damage, dirt or dampness. Furnish flat, solid support for sheet products during storage.
- G. Make periodic inspections of stored materials to verify that products are maintained under specified conditions and are free from damage or deterioration.
- H. Do not use materials in work that have deteriorated, become damaged or are otherwise unfit for use.
- I. Store paints in assigned room or area kept under lock and key. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.
- J. Remove oil, rags and other combustible materials daily and take precautions to prevent fire hazard.
- K. Do not load structure during construction by storing materials with load greater than structure is calculated to support safely. Such storage is subject to approval by the Owner.
- L. Provide substantial platforms, blocking, or skids to support fabricated products above ground; slope to provide drainage. Provide surface drainage to prevent erosions and pounding of water.
- M. Pipe and conduit stored outdoors shall have open ends sealed to prevent entrance of dirt, moisture, etc.

## 1.12 PROTECTION AND MAINTENANCE

- A. Furnish protection against weather. Cover building openings and penetrations to protect interior of building from weather.

- B. Maintain work, materials, apparatus and fixtures free from damage, accumulation of debris, and protected from dust and dirt.
- C. Protect items having factory finish to prevent damage to finish and equipment.
- D. At end of day's work, cover new work likely to be damaged or otherwise protect and necessary.
- E. After installation, secure substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- F. Remove protection where no longer needed. Upon completion of Work, remove storage facilities from site.
- G. Contractor shall replace, at no additional cost to the Owner, stored items damaged by inadequate protection and environmental control.
- H. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions shown on exterior of package.
- I. Service equipment on a regular basis as recommended by manufacturer. Maintain log of maintenance services; submit log as Project Record Document in accordance with requirements of Section 01781, Project Record Documents.
- J. After cabinets and boxes are installed, cover openings to prevent entrance of water and foreign materials. Close conduit openings with temporary metal or plastic cap, including those terminated in cabinets.
- K. Provide temporary enclosures for equipment such as substations and motor control centers. Provide and maintain heat in closures until equipment is energized, to avoid condensation damage.

#### 1.13 MANUFACTURER CERTIFICATION

- A. Prior to Final Acceptance of Work, for items designated in Technical Specifications Sections, an authorized representative of each manufacturer of materials and/or equipment installed under the work of that Section, shall personally inspect installation and operation of his/her materials, system and equipment to determine they are correctly installed and operating properly as follows:
  - 1. Inspection and testing shall be accomplished:
    - a. For Work which will be concealed during execution of Work, after completion of installation and prior to concealment.
    - b. For Work which will not be concealed, at completion of Work.
  - 2. Each representative shall submit a signed statement to the Owner through the Contractor certifying to his personal inspection and to the correct installation and proper operation of materials, systems and/or equipment. Their certification shall list all items included.

3. Contractor shall transmit all such certifications to the Owner at or prior to Final Acceptance Inspection. Transmittal shall include a list of all certifications included.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS, EQUIPMENT & FURNISHINGS**

- A. Materials and equipment intended for use in Project must be new. Equipment and furnishings utilized for installation of material and equipment in the Project may be new or used, but must be serviceable, must be adequate for intended purpose, and must not violate applicable codes and/or regulations.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Store products immediately upon delivery at location acceptable to the Owner, in accordance with manufacturer's storage instructions, with seals and labels intact. Protect until uninstalled.
- B. Arrange storage in manner to provide access for maintenance of stored items and for inspection.

### **3.02 MAINTENANCE OF STORAGE**

- A. Verify that storage facilities comply with manufacturer's product storage requirements.
- B. Verify that manufacturer required environmental conditions are maintained continually.
- C. Verify that surfaces of products to elements are not adversely affected and that any weathering of finishes is within acceptable tolerances under requirements of Construction Contract Documents.

**END OF SECTION 01610**

**SECTION 01620  
STORAGE AND PROTECTION**

**PART 1 – GENERAL**

1.01           REQUIREMENTS INCLUDED

- A.    General storage and protection of project materials and equipment.
- B.    Furnish, install and maintain storage sheds as required for protection of materials and equipment. Remove at completion of Work.
- C.    Exterior storage requirements for all specified materials and equipment requiring protection.

1.02           RELATED REQUIREMENTS

- A.    Division 1, General Requirements in the Project Manual without exception..

**PART 2 – PRODUCTS**

2.01           MATERIALS, EQUIPMENT & FURNISHINGS

- A.    Materials and equipment intended for use in Project must be new. Equipment and furnishings utilized for installation of material and equipment in the Project may be new or used, but must be serviceable, must be adequate for intended purpose, and must not violate codes or regulations.

**PART 3 – EXECUTION**

3.01           GENERAL

- A.    Store products immediately upon delivery at location acceptable to the Owner, in accordance with manufacturer’s storage instructions, with seals and labels intact. Protect until installed.
- B.    Arrange storage in manner to provide access for maintenance of stored items and for inspection.

3.02           ENCLOSED STORAGE

- A.    Store products subject to damage by elements in substantial weather tight enclosures or storage sheds of adequate dimensions.
- B.    Maintain temperature and humidity within ranges stated in manufacturer’s instruction.
- C.    Provide humidity control and ventilation for sensitive products as required by manufacturer’s instruction.



- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
- E. Contractor shall replace, at no additional cost to the Owner, store items damaged by inadequate protection or environmental control.
- F. Provide substantial platforms, blocking, or skids to support fabricated products above ground; slope to provide drainage.
- G. For products subject to dislocation or deterioration from exposure to elements, cover with impervious sheet materials. Provide ventilation to prevent condensation below covering.
- H. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.
- I. Provide surface drainage to prevent erosion and pounding of water.
- J. Prevent mixing of refuse or chemically injurious materials or liquids with stored material.
- K. Pipe and conduit stored outdoors shall have open ends sealed to prevent entrance of dirt, moisture, etc.

### 3.03 MAINTENACE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to elements are not adversely affected and that any weathering of finishes is within acceptable tolerances established by the applicable manufacturer.

### 3.04 MAINTENACE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions shown on exterior of package.
- B. Service equipment on a regular basis as recommended by manufacturer. Maintain log of maintenance services; submit log in accordance with requirements of Section 01781, Project Record Documents

### 3.05 PROTECTION OF INSTALLED EQUIPMENT

- A. After cabinets and boxes are installed, cover openings to prevent entrance of water and foreign materials. Close conduit openings with temporary metal or plastic cap, including those terminated in cabinets.
- B. Provide temporary enclosures for equipment such as substations and motor control centers. Provide and maintain heat in closures until equipment is energized, to avoid condensation damage.

**END OF SECTION 01620**

**SECTION 01700  
EXECUTION REQUIREMENTS**

**PART 1- GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Contractor shall comply with and be responsible for all of the requirements of the Project Manual without exception.
- B. Contractor shall provide field engineering and general layout services required on the project as follows:
  - 1. Civil, structural or other professional engineering services specified, or required to execute construction methods consistent with the requirements of the Construction Contract Documents.
  - 2. Survey work required for execution of the total Work of the Project.
  - 3. Continuous horizontal and vertical control regarding layout and execution of Work of the Project.
  - 4. Coordinate field engineering services with the Owner.

**1.02 RELATED REQUIREMENTS**

- A. Division 1, General Requirements of the Project Manual without exception.
- B. The Technical Specifications, Sections 02000 through 02800, as may be applicable.

**1.03 CONTROLS**

- A. Contractor will establish primary controls, horizontal and vertical control points at various locations at the Site. These will be described and indicated on the Contractor's approved Drawings and will be coordinated in the field by the Contractor.
- B. Existing control points and property line markers will be shown on the Owner's survey drawings.

**1.04 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. For Surveying, a qualified engineer or registered land surveyor, registered in the State of South Carolina and acceptable to the Owner.
- B. For engineering, a registered professional engineer of a discipline required for this Project licensed in the State of South Carolina and acceptable to the Owner.

## 1.05 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the Project are those designated on Owner's survey drawings or as determined from investigation of the existing conditions.
- B. Verify property, grades, lines, levels and dimensions indicated.
- C. Locate and protect control points prior to starting Site Work and preserve permanent reference points during construction.
  - 1. Make no changes or relocations without prior approval of the Owner
  - 2. Report to the Owner when a reference point is lost, destroyed or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace Project control points, which may be lost or destroyed.

## 1.06 PROJECT LAYOUT REQUIREMENTS

- A. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents, Section 01781.
- B. From established control points, Contractor shall layout all Work by establishing all lines and grades at Site necessary to control Work, and shall be responsible for all measurements that may be required for execution of Work.
- C. Furnish, at own expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
- D. Establish lines and levels, locate and layout by instrumentation and similar appropriate means:
  - 1. Site Improvements
    - a. Stakes for grading, fill, and topsoil placement.
    - b. Utility slopes and invert elevations.
    - c. Limits of pavement (concrete and asphalt).
  - 2. Batter boards for structures.
  - 3. Building foundation column locations, piling and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- E. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise the Owner of any conflicts or discrepancies.

## 1.07 SUBMITTALS AND DOCUMENTS

- A. Submit name and address of Surveyor and Professional Engineer assigned to the Project to the Owner.
- B. On request of the Owner, submit documentation to certify accuracy of field engineering work and compliance with Construction Contract Documents.
- C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Construction Contract Documents.
- D. Standards and Availability: Data and other measurements shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings, and computation in establishing above horizontal and vertical control points shall be available at all times during progress of Work for ready examination by the Owner
- E. Maintain complete and accurate record data on underground utilities and obstructions, new and existing, encountered in execution of Work. Record data on Project Record Documents in accordance with requirements of Section 01781, Project Record Documents.
- F. On completion of all foundation walls, pavement and other major site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

**END OF SECTION 01700**

**SECTION 01710  
FINAL CLEANING**

**PART 1 – GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Contractor shall comply with and be responsible for all requirements of the Project Manual, without exception.
- B. Contractor shall comply with applicable requirements in this Section, Special Project Conditions, and Section 01100, Summary of Work.
- C. Execute final cleaning at completion of the Work as required by the Construction Contract Documents.

**1.02 RELATED REQUIREMENTS**

- A. Divisions 1, General Requirements in the Project Manual without exception.

**1.03 DISPOSAL REQUIREMENTS**

- A. Conduct cleaning and disposal operations to comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Using cleaning materials only on surfaces recommended by cleaning material manufacturer.
- D. Refer to applicable manufacturer's recommendations for specific products and materials.

**PART 3 – EXECUTION**

**3.01 FINAL CLEANING**

- A. Execute prior to inspection at Substantial Completion.
- B. Employ skilled workmen or professional cleaners for the final cleaning.
- C. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces, and clean as follows:

1. Remove grease, dust, dirt stain, labels, fingerprints, and other foreign materials from site-exposed interior and exterior surfaces; wash and polish surfaces so designated to shine finish.
2. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Clean roof areas of debris; flush roof drainage system(s) with water until clear.
- F. Prior to final completion, or Owner occupancy, Contractor and Owner shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Project Work area is clean.
- G. Leave Project Work area clean and ready for use and occupancy.

**END OF SECTION 01710**

**SECTION 01770  
CLOSEOUT PROCEDURES**

**PART 1 –GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall comply with and be responsible for all of the requirements of the Project Manual, without exception.
- B. The Contractor shall comply with applicable requirements in this Section and more specific requirements in Division 1, Section 01100, Summary of Work.
- C. The Contractor shall comply with the requirements stated in the Construction Contract and in approved and permitted Drawings and Technical Specifications for the Work.

**1.02 RELATED REQUIREMENTS**

- A. Conditions of the Construction Contract: fiscal provisions, legal submittals and additional administrative requirements.
- B. Division 1, General Requirements in the Project Manual without exception.
- C. Closeout submittals required of trades as may be indicated in various sections of the approved Technical Specifications.

**1.03 DAMAGES**

- A. If the Contractor neglects, fails, or refuses to complete the work by the Substantial Completion Date, Final Completion Date, or any portion of the Work by an Interim Completion Date, subject to any proper extension granted by the Owner, then the Contractor will pay, or cause the Contractor's Surety to pay damages to the Owner as defined in Summary of the Work, Section 01100.

**1.04 PHASED COMPLETION**

- A. In addition to Substantial Completion (Beneficial Occupancy) and Final Completion as defined below, the Contractor shall complete and make available to the Owner certain portions of the Work set forth on the Summary Schedule and Key Milestones in Section 00750 no later than the dates indicated on said Schedule ("Interim Completion Date")
- B. The Contractor acknowledges that such Interim Completion Dates are essential to the Owner's plans and use and, therefore, time is of the essence in meeting said Interim Completion Dates.

**1.05 SUBSTANTIAL COMPLETION**

- A. When Contractor considers the Work is substantially complete, he shall submit to the Owner the following:



1. Written certification that the Work, or designated portion thereof, is substantially complete. All items not complete shall be listed and deficient items noted.
  2. Owner will review the Contractor's certification and examine the Work for conformance to the Certification and the Construction Contract Documents.
  3. Owner will inform the Contractor of non-compliance or incomplete items.
  4. Contractor shall remedy the deficiencies in the Work within seventy-two (72) hours, and send a second written notice of substantial completion to the Owner.
  5. The Owner will verify work is completed and accepted by Georgetown County standards.
- B. When the Owner determines that the Work is substantially complete, the Owner will:
1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended.
  2. Send to Contractor for his/her written acceptance of the responsibilities assigned to them in the Certificate.
- C. After Work is substantially complete, Contractor shall:
1. Obtain and submit Certificate of Occupancy. Owner shall, in detail, list the status of the area affected by partial acceptance and occupancy to establish the existing conditions prior to such acceptance or occupancy.
  2. Complete Work listed for completion or correction within designated form.
  3. Perform all cleaning in accordance with Section 01710, Final Cleaning.

## 1.06 FINAL COMPLETION

- A. Within ten (10) calendar days after substantial completion, the Contractor shall submit to the Owner written certification that:
1. Construction Contract Documents have been reviewed.
  2. Work has been examined for compliance with Construction Contract Documents.

3. Work has been completed in accordance with Construction Contract Documents.
  4. Equipment and systems have been tested in the presence of the Owner and the appropriate County personnel, and are operational.
  5. Work is completed and ready for final examination.
  6. Submittal of Closeout Documents as stipulated in paragraph 1.07 below.
- B. The Owner will make an examination to verify the status of completion within ten (10) calendar days after receipt of such certification.
- C. Should the Owner consider the Work incomplete or defective, or the Contractor has not demonstrated to the Owner that a “good faith” effort has been made within the time (72 hours) allotted in paragraph 1.05 A above, any Damages and/or Liquidated Damages, will be charged against the Contractor as defined and explained in Section 01100, Summary of Work
1. The Owner will promptly notify the Contractor in writing of all deficiencies listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written Certification to the Owner that the Work is complete.
  3. The Owner will verify work is completed and acceptable by Georgetown County standards.
- D. When the Owner concludes that the Work is complete, the Owner shall determine the number of days for which Liquidated Damages will be assessed and request the Contractor to prepare closeout submittals.
- E. Acceptance of the entire project shall commence after all contract work is complete, final inspections are made, corrective actions completed, the Work re-examined, and after final acceptance by the Owner
- F. The date established by the Owner as the Final Completion Date shall initiate the guarantee and the warranty periods for all system components and the construction of the Project. The Project shall not be considered Final Complete until all Close Out Documents are properly completed and transmitted to the Owner.
- G. The Owner shall review the status of the Work and compare it to the request for final payment and compare it with the Project records for conformance to the final settlement requirements.
- H. The Owner shall receive from the Contractor, and maintain, the permit drawings and specification package, copy of all shop drawings and submittals, the “as-built” set of drawings and specifications, maintenance manuals as required by the contract and submitted by the Contractor. In addition, the Contractor shall provide spare parts and supplies, stored materials, special tools, filters, and other pertinent items as required

under the Construction Contract Documents to the Owner for transmittal to the appropriate County department(s)

#### 1.07 CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
  - 1. Certificate(s) of Inspection:
- B. Project Record (Permit) Documents, in accordance with Section 01781
- C. Operating and Maintenance Data, in accordance with Section 01782 (if applicable).
- D. Warranties and Bonds, in accordance with Section 01790 (if applicable).
- E. Spare Parts and Maintenance Materials, in accordance with Section 01785.
- F. Certificate of Insurance for Products and Completed Operations.

#### 1.08 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor s Affidavit of Release of Liens.
  - 1. Consent of Surety to Final Payment. Use form acceptable to the Owner
  - 2. Contractor’s Release or Waiver of Liens. Standard Form “Affidavit and Partial Lien Waiver”. Use form acceptable to Owner.
  - 3. Separate releases of waivers of liens from prime and subcontractors, suppliers and others with lien rights against property of the Owner together with a list of those parties, in accordance with Standard Form “Affidavit and Final Lien Waiver”. Use form acceptable to Owner.
- B. All submittals shall be duly executed and notarized before delivery to the Owner.

#### 1.09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final Statement of Accounting to the Owner.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected Work.
    - e. Deductions for liquidated damages.
    - f. Other adjustments.
    - g. Total Contract Sum, as adjusted.
    - h. Previous payments.
    - i. Sum remaining due.

- C. The Owner will prepare a final Change Order reflecting approved adjustments to the Contract Sum, which was not previously made by Change Orders.

#### 1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final Application for Payment in accordance with procedures and requirements stated in the Construction Contract and Section 01290, Payment Procedures of the Project Manual.

#### 1.11 ADDITIONAL ADJUSTMENT

- A. No adjustments to the Construction Contract requested by the Contractor will be allowed if asserted after execution of Final Payment of Contract.

#### 1.12 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one (1) year from the Date of Final Completion, the Owner, or its designated representative, will make visual inspection of the Project Work in the company of the Contractor to determine whether further correction of Work is required in accordance with the provisions of the Construction Contract. The Contractor shall be responsible for contacting the Owner and scheduling and coordinating the one (1) year inspection.
- B. The Owner will notify the Contractor, in writing, of any observed deficiencies.
- C. Contractor shall contact the Owner to arrange convenient time and establish schedule for correction of deficiencies.

#### PART 2 – PRODUCTS

Not Used

#### PART 3 – EXECUTION

Not Used

**END OF SECTION 01770**

**SECTION 01781  
PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

**1.01 REQUIRED INCLUDED**

- A. Contractor shall comply with and be responsible for all requirements of the Project Manual without exception.
- B. Contractor shall comply with the applicable requirements in this Section, Special Project Conditions; Section 01100, Summary of Work; Section 01330, Submittal Procedures; Section 01322, Photographic Documentation; and Section 01770, Close Out Procedures.
- C. Contractor shall conform to the requirements of the Owner, Georgetown County, and such other federal, state and municipal agencies having jurisdiction.

**1.02 RELATED REQUIREMENTS**

- A. Division 0, Bidding and Contract Documents, in the Project Manual without exception.
- B. Division 1, General Requirements in the Project Manual without exception.

**1.03 MAINTENACE OF DOCUMENTS AND SAMPLES**

- A. For duration of Project, maintain at job Site the following:
  - 1. One copy of the Drawings, Technical Specifications, Addenda, shop drawings, products data, miscellaneous requested submittal data, Change Orders and other modifications to Contract, field orders, field test or written instructions.
  - 2. One copy of transmittal letters.
  - 3. One set of construction photographs.
  - 4. One set of samples.
  - 5. One copy of Permit Drawings as may be required by the appropriate governing agency having jurisdiction.
- B. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinets or secure storage space for storage of samples.
- C. File documents and samples in accordance with CSI 16-division format.
- D. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

- E. Make documents and samples available at all times for inspection by the Owner.
- F. Incomplete or out of order documents and samples will be grounds for not approving the Design/Builder's Application for Payment.
- G. Provide felt tip marking pens for recording information in color code designated by the Owner.
- H. Label each document "PROJECT RECORD" in neat large printed letters. Keep record documents current. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

#### 1.04 RECORD DRAWINGS

- A. Electronic data "As-Built" record drawings shall be required. The Owner will select electronic format and software to be used by Contractor.
- B. Permanent and Accurate Record Drawings shall be created on full size sheets (24 in. x 36 in. ft.) capable of being reproduced. These shall be made from the approved, original drawings, which shall be provided to a commercial reprographics service at an appropriate time. All of the aforementioned shall be at the Contractor's sole cost and expense.
- C. Legibly mark in color code designated by the Owner to record actual construction on designated Record Drawing prints:
  - 1. Depths of various elements of structure(s) foundations in relation to finish first floor datum.
  - 2. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Location of all internal utilities and appurtenances and features of the structure(s), including dimensional locations of underground activities and other work
  - 4. Dimensional locations, vertical and horizontal, of site work, including utilities.
  - 5. Dimensional location, vertical and horizontal, of asphalt and concrete pavement.
  - 6. Dimensional location, vertical and horizontal, of storm water drainage system including pipe invert elevations.
- D. Indicate the following installed conditions:
  - 1. All electrical systems, plumbing and mechanical systems and such other units installed requiring periodic maintenance or repair.
  - 2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
  - 3. Approved substitutions, contract modifications, and actual equipment and materials installed.
  - 4. Field modifications with dimensions and details.

5. Modifications made by addenda, clarifications, Field Orders or Change Orders.
  6. Details not on original, approved Construction Contract drawings.
  7. Record information on a daily basis, or as often as necessary.
  8. Include references to related shop drawings and modifications.
- E. Contractor shall retain competent drafting services, as necessary, for transfer of “mark-up notations” from information recorded during construction.
- F. Contractor shall submit Record Documents drawings to the Owner for review and acceptance thirty (30) days prior to final closeout.
- G. Make revisions and additions as may be indicated by the Owner.
- H. Do not use these Drawings for reference or construction, nor allow them to leave the field office.

#### 1.05 RECORD SPECIFICATIONS AND ADDENDA

- A. Legibly mark up in color code designated by the Owner each Specification Section to record the following:
1. Manufacturer, trade name, catalog name and supplier (with address and phone number) of each product and item of equipment actually installed.
  2. Modifications made by Change Order.
  3. Other matters not originally specified.

#### 1.06 RECORD SAMPLES

- A. Record in transmittal, if not indicated, manufacturer, trade name, catalog number.

#### 1.07 SUBMITALLS

- A. At Contract closeout, Contractor shall sign each final Record Drawing and cover of Record Specifications stating documents are complete and accurate, deliver project Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
  2. Owner RFP / Bid Number.
  3. Contractor’s name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or his/her authorized representative.
- C. Submit the following quantities of Record Documents:
1. A complete set of Project Record Drawings in electronic format to be determined by Owner.

1.08 BURDEN OF ACCURACY

- A. Contractor shall bear all costs of damages of any nature incurred by the Owner due to inaccuracies or incompleteness of the submitted Project Record Documents.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION 01781**



**SECTION 01790  
WARRANTIES AND BONDS**

**PART 1 - GENERAL**

1.01 RELATED REQUIREMENTS

- A. Division 0, Bidding and Contract Documents of the Project Manual without exception.
- B. Division 1, General Requirements of the Project Manual without exception.
- C. Approved Technical Specifications, as applicable and required.

1.02 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Construction Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the applicable requirements of Division 0 and Division 1 for Contractor's special warranty of workmanship and materials.
  - 2. General closeout requirements are included in Section 01770, Closeout Procedures.
  - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual and applicable Sections of the Technical Specifications.
  - 4. Certifications and other commitments and agreements for continuing services to the Owner, Georgetown County, South Carolina are specified elsewhere in the Construction Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products.

1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Construction Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- D. Owner Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Construction Contract Documents.
- F. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.

#### 1.04 SUBMITTALS

- A Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
- B When a designated portion of the Work is completed and occupied or used by the Owner by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within ten (10) calendar days of completion of that designated portion of the Work.
- C When a special warranty is required to be executed by the Contractor, or the prime and a subcontractor, supplier or manufacturer prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, Contractor shall submit a draft to the Owner for approval prior to final execution.
- D Form of Submittal: At Final Completion, the Contractor shall compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the prime, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- F Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- G Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name and location, Owner RFP / Bid number and the name of the Contractor.

H When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01790**

**SECTION 02000  
SITE CLEARING**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work of this Section consists of all necessary clearing and grubbing as shown on the plans and specified in current SCDOT Technical Specification SC-M-201 and SC-M-202.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specification

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specification

**END OF SECTION 02000**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02050  
SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes:
1. Demolition and removal of selected portions of structure.
  2. Demolition and removal of selected site elements.
  3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.
  2. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected if required by utility provider before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Coordinate with Utility providers and locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished as required.

### **3.3 PROTECTION**

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

Remove temporary barricades and protections where hazards no longer exist.

### **3.4 SELECTIVE DEMOLITION**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly. Comply with local agency requirements.
7. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

Removed and Salvaged Items:

8. Clean salvaged items.
9. Pack or crate items after cleaning. Identify contents of containers.
10. Store items in a secure area until delivery to Owner.
11. Transport items to Owner's storage area designated by Owner.
12. Protect items from damage during transport and storage.

Removed and Reinstalled Items:

13. Clean and repair items to functional condition adequate for intended reuse.
14. Pack or crate items after cleaning and repairing. Identify contents of containers.
15. Protect items from damage during transport and storage.
16. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Burning: Do not burn demolished materials.
  4. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02050**

**SECTION 02100  
EROSION AND SEDIMENT CONTROL**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work consists of all necessary erosion and sediment control as shown on the plans and specified herein. Provide protection of the environment during the construction of this project to reduce soil erosion and siltation to the lowest reasonably achievable level.

- A. Exercise every reasonable precaution, throughout the life of the project, to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, or other property. Erosion control practices to be used for this project are shown on the drawings and are to conform to South Carolina Department of Health and Environmental Control regulations.

**PART 2 – PRODUCTS**

2.1 Refer to the South Carolina Department of Health and Environmental Control BMP Handbook.

2.2 STONE

- A. Provide #57 AASHTO stone for temporary sediment barriers around inlets and for temporary silt fence rock outlets.

2.3 GRASSING

- A. Comply with Section 02800 - Seeding.

2.4 SILT FENCE

- A. All posts to be self-fastener angle steel, 5' in length.
  - 1. Wooden posts are not acceptable.
- B. Woven wire shall conform to the requirements of ASTM A 116, Class I zinc coating for wire. Each woven square shall measure 5.33" X 12". The top and bottom wires shall be 10 gauge. All other wires shall be 12-1/2 gauge.
  - 1. Securely attach woven wire to posts with wire ties.
- C. Filter fabric shall be Mirafi 600X synthetic fabric as manufactured by Celanese Fibers Co., Bidim C34 as manufactured by DuPont or approved equal.
  - 1. Limit splices in filter fabric using continuous rolls whenever possible.
  - 2. Whenever splices are necessary a minimum overlap of 6" is required and all splices must occur at a post so that the integrity of the fence is not compromised.
  - 3. Securely attach filter fabric to top of woven wire and at posts with wire ties.



- D. Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. Place the fence such that the water cannot runoff around the end of the fence.

## 2.5 EROSION CONTROL BLANKET

- A. Use erosion control blanket SC150, from North American Green or approved equal.
  - 1. Use Biostakes where staples are required or indicated on the drawings for stabilization.
    - a. Staple in pattern recommended by blanket manufacturer.
  - 2. Staple locations must be clearly marked on the blanket when stakes are used.

## 2.6 RIP-RAP

- A. Provide rip-rap which:
  - 1. Has thickness of 12" minimum.
  - 2. Weighs a minimum of 25 lbs. to a maximum of 150 lbs.
  - 3. Has at least 60% of stone weighing more than 60 lbs.

## 2.7 SEDIMENT TUBES

- A. Use sediment tubes as designated on the plans to control erosion along contours, around inlets, and in drainage conveyance swales.
- B. Use sediment tubes manufactured by an experienced manufacturer producing tubes for erosion control.
- C. Tube fill is to be composed of 100% weed free materials consisting of a mix of some or all of the following: curled excelsior wood, natural coconut fibers, hardwood mulch and agricultural straw.
- D. Tubular netting is to be constructed of a flexible outer netting that will contain the fill materials and sediment. Netting is to be constructed from seamless high density polyethylene, polyester, and/or ethyl vinyl acetate, photodegradable materials, treated with ultraviolet stabilizers.
- E. Tubes are to be minimum 20-inches in diameter with minimum weight of 3.2 lbs per foot +/- 10%. Minimum tube length is 10-feet. Netting weight is to be 0.35 oz/foot minimum.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Construct and maintain all erosion control measures until the substantial completion of the project.

### 3.2 TEMPORARY CONSTRUCTION ENTRANCE/EXIT

- A. Construct a gravel area or pad at points where vehicles enter and leave a construction site.
- B. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade and place gravel to the grade and dimensions shown on the plans.

- C. Construct drainage channels to carry water to a sediment trap or other suitable outlet.
- D. Use geotextile fabrics to improve stability of the foundation in locations subject to seepage or high water table.
- E. Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site by periodic top dressing with two inches of stone.
- F. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary.
- G. Immediately remove objectionable materials spilled, washed, or tracked onto public roadways.

### 3.3 TEMPORARY GRASSING

- A. Provide a temporary cover for erosion control on disturbed areas that will remain unstabilized for a period of more than 30 days.
- B. This practice applies to cleared areas, diversions, dams, temporary sediment basins, temporary road banks, and topsoil stockpiles where vegetation is needed for less than 1 year.
- C. Provide grassing on slope 5% or greater within 14 days of disturbance. Comply with Section 02800.

### 3.4 SILT FENCE

- A. Provide silt fence barrier where shown on the plans and on utility construction parallel to the disturbed trench where perpendicular sheet flow runoff occurs on disturbed areas with slopes greater than 4%.
- B. Place at the extreme limits of the area to be disturbed as shown.
- C. Construct temporary sediment barriers of filter fabric, buried at the bottom, stretched and supported by posts and install below small disturbed areas as indicated on the drawings to retain sediment by reducing the flow velocity to allow sediment deposition.
- D. Space posts 10'-0" on center, maximum or as indicated on the drawings.
- E. Remove sediment deposits prior to reaching one-third height of the fence.
- F. Monitor site frequently and place additional silt fencing should evidence indicate that erosion is about to occur at locations other than those shown on plan.

### 3.5 INLET PROTECTION

- A. Construct temporary sediment barriers around storm drain curb inlets using block and gravel as indicated on the drawings.
- B. Construct metal frame barriers around grate and frame of drop inlets as indicated on the drawings.
- C. Inspect structure after each rainfall and repair as required.
- D. Remove sediment when trap reaches one-half capacity.
- E. Remove structure when protected areas have been stabilized.

### 3.6 EROSION CONTROL BLANKET

- A. Provide on areas as shown on the plans or on all embankments with slopes equal to or steeper than 2-1/2:1.

### 3.7 SILT FENCE ROCK OUTLETS

- A. Utilize temporary silt fence rock outlets as indicated on the plans or directed by Engineer.
- B. Provide temporary silt fence rock outlets constructed of both rip-rap and #57 stone, as illustrated on the plans.

### 3.8 SEDIMENT TUBES

- A. Construct small U-shaped trench that is 20% of depth of tube perpendicular to stormwater flow pattern.
- B. Anchor tube in trench according to manufacturer's recommendations.
- C. Compact the up steam soil surface adjacent to the tube.
- D. Backfill sediment tube with coarse filter material on the upstream side.
- E. Follow manufactures recommendation on installation.
- F. Maintain, repair and/or replace sediment tubes as required to maintain their effectiveness throughout the project

### 3.9 Rip Rap

- A. Where thickness is not shown on the plans, it shall be 12".
- B. The slope upon which this rip-rap is to be placed shall conform with the cross section shown on the plans or as directed by the Engineer.
- C. Properly compact depressions that may be filled in trimming and shaping the slope.
- D. Install filter fabric, lapping sides 12".
- E. Begin placing in a trench at least 2' below the toe of the slope.
- F. Firmly imbed against the slope and the adjoining piece with the sides in contact and with broken joints.
- G. Fill the spaces between the larger pieces with spalls of suitable size, thoroughly ram into place.
- H. The finished surface shall present an even, tight surface true to line, grade and section.

### 3.10 MAINTENANCE

- A. Place all erosion control devices or measures prior to any land disturbing activity within the drainage area they are located.
- B. Inspect erosion control devices and clean or otherwise remove silt buildup as necessary once a week or 24-hours following a rain event of  $\geq 0.5$ ".

3.11 REMOVAL

- A. Remove temporary structures after protected areas have been stabilized.

**END OF SECTION 02100**

**SECTION 02105  
GENERAL EXCAVATION, FILLING AND BACK FILLING**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work of this Section consists of all necessary excavation, filling and back filling as shown on the plans and specified in SCDOT Technical Specification SC-M-203 to SC-M-205.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02105**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02110  
FLOWABLE FILL**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work of this Section consists of all flowable fill areas due to construction as shown on the plans and specified in SCDOT Technical Specification SC-M-210.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02110**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02300  
TRENCHING**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work of this Section consists of all necessary trenching as shown on the plans and specified in SCDOT Technical Specification SC-M-714.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02300**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02335  
SUBGRADE**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work consists of all necessary installation of sub-grade as shown on the plans and specified in SCDOT Technical Specification SC-M-208.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02335**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02340**



## **BASE COURSE**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

Scope of Work: The work consists of all necessary installation of base course as shown on the plans and specified in SCDOT Technical Specification SC-M-301 to SC-M-310.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02340**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02345**

## **PROOF ROLLING**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary proof rolling of the sub-grade and base course as shown on the plans and specified in SCDOT Technical Specification SC-M-211.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications.

**END OF SECTION 02345**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02400**

## **HOT MIX ASPHALT PAVEMENT**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary Hot Mix Asphalt (HMA) as shown on the plans and specified in SCDOT Technical Specification SC-M-401 to SC-M-403.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02400**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02450**

## **ROADWAY PAVEMENT MARKINGS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary roadway pavement markings due to project construction as shown on the plans and specified in SCDOT Technical Specification SC-M-625.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02450**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02460**

## **THERMOPLASTIC PAVEMENT MARKINGS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

Scope of Work: The work consists of all necessary thermoplastic pavement markings due to project construction as shown on the plans and specified in SCDOT Technical Specification SC-M-627.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02460**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02500**

## **STORM DRAINAGE SYSTEM**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

Scope of Work: The work consists of all necessary storm drainage systems as shown on the plans and specified herein.

- A. Concrete pipe, refer to SCDOT Specifications SC-M-714

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications and/ or Section

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications and/ or Section

**END OF SECTION 02500**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION 02550**

## **PRECAST DRAINAGE STRUCTURES**

### **PART 1 - GENERAL**

#### 1.01 DESCRIPTION

Scope of Work: The work consists of all necessary installation of pre-cast drainage structures as shown on the plans and specified in SCDOT Technical Specification SC-M-719.

### **PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

### **PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02550**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02560  
CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

**1.2 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Reference standards: Comply with the following codes, specifications and standards, except as otherwise shown or specified:
  - 1. American Concrete Institute (ACI) Publications:
    - ACI 301 Specification for Structural Concrete for Buildings
    - ACI 305 Recommended Practice for Hot Weather Concreting
    - ACI 306 Recommended Practice for Cold Weather Concreting
    - ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures
    - ACI 318 Building Code Requirements for Reinforced Concrete
    - ACI 347 Recommended Practice for Concrete Framework
  - 2. American Society for Testing and Materials (ASTM) Publications:
    - A185 Welded Steel Wire Fabric for Concrete Reinforcement
    - A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
    - C31 Making and Curing Concrete Test Specimens in the Field
    - C33 Concrete Aggregates
    - C39-72 Compressive Strength of Cylindrical Concrete Specimens
    - C94 Ready-Mixed Concrete
    - C150 Portland Cement
    - C260 Air-Entraining Admixtures for Concrete
  - 3. Concrete Reinforcing Steel Institute (CRSI):
    - "Manual of Standard Practice"
  - 4. American Welding Society (AWS) Publication:
    - D12.1-61 Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete
- C. Testing agency: A testing laboratory will be retained by the Owner to perform material evaluation tests required by these specifications.



- D. Qualifications of contractors performing concrete work: Minimum of two (2) years' experience on comparable concrete projects.
- E. Plant qualification: Plant equipment and facilities shall meet all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C94.

1.3 SUBMITTALS

- A. Within 15 calendar days after receiving the Owner's Notice to Proceed, submit proposed mix designs for approval.
  - 1. Proportions shall be determined by means of laboratory tests of concrete made with the cement and aggregate proposed for use.
  - 2. Provide report in detail from an approved testing laboratory showing 7-day and 28-day strengths obtained using materials proposed.
  - 3. Required average strength above specified strength:
    - a. Determinations of required average strength above specified strength ( $f'c$ ) shall be in accordance with ACI 318 and ACI 301.
    - b. Establish the required average strength of the design mix using the materials proposed to be employed. Standard deviations shall be determined by thirty tests. Average strength used for selecting proportions shall exceed specified strength ( $f'c$ ) by at least:
 

400 psi	Standard deviation is less than 300
550 psi	Standard deviation is 300 to 400
700 psi	Standard deviation is 400 to 500
900 psi	Standard deviation is 500 to 600
1200 psi	Standard deviation is above 600 or unknown
    - c. When the ready-mix producer does not have a record of past performance, the combination of materials and the proportions selected shall be selected from trial mixes having proportions and consistencies suitable for the work using at least three (3) different water/cement ratios which will produce a range of strengths encompassing those required. Average strength required shall be 1200 psi above specified strength.
  - 4. Cost of this work shall be borne by the Contractor.
- B. Manufacturer's data: Submit manufacturer's specification with application instructions for proprietary materials and items, including curing compound, form release agents, admixtures, patching compounds, and others as required by the Engineer.
- C. Shop drawings: Submit the following shop drawings to the Engineer for approval before work is started:
  - 1. Reinforcing steel drawings: Prepare in accordance with ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, dimensions and details of bar reinforcing and accessories.
  - 2. Cementitious coating.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Store reinforcement in a manner that will avoid excessive rusting or coating by grease, oil, dirt and other objectionable materials.

- C. Keep reinforcement in separate piles or racks so as to avoid loss of identification after bundles are broken.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. Use form materials conforming to ACI 347.
- B. Form lumber: Use lumber of sufficient quality and grade, size and stiffness to adequately support the work and ensure dimensional accuracy.
- C. Form ties: Use form ties which do not leave an open hole through the concrete and which permit neat and solid patching at every hole.
  - 1. Use ties with cones that allow a 1" break back and facilitate patching.
  - 2. On structures containing water or other liquid or below grade structures, use embedded rod ties with integral waterstops in addition to cones.
  - 3. Through-bolts that utilize a removable tapered sleeve in water containing and below grade applications: Use mechanical EPDM rubber plugs to seal holes made after removal of taper ties. Acceptable product is X-Plug by the Greenstreak Group, Inc. 800-325-9504. Follow manufacturers' instructions for installation. Friction fit plugs are not allowed.
  - 4. Wire ties and wood spreaders will not be permitted.
- D. Form coatings: Form release coating shall be neat oil with surface wetting agent or chemical release agent which effectively prevents absorption of moisture, prevents bonding with concrete, is non-staining to concrete and leaves the concrete with a paintable surface.
  - 1. On surfaces to receive an applied coating, use a residual free chemical form release agent which is compatible with the applied coating and will not prevent the applied finish from satisfactorily bonding to the concrete.
- E. Chamfer strips: Chamfer strips shall be wood or polyvinyl strips or approved equal, designed to be nailed in the forms to provide a 3/4" chamfer (unless indicated otherwise) at all exposed edges and corners of concrete members.

### 2.2 REINFORCEMENT

- A. Comply with the following as minimums:
  - 1. Bars: ASTM A615, Grade 60, unless otherwise shown on the Drawings, using deformed bars for Number 3 and larger.
  - 2. Welded wire fabric: ASTM A185.
    - a. Use sheet (mat) welded wire fabric only.
    - b. Welded wire fabric supplied in rolls will not be accepted.
  - 3. Bending: ACI 315 and ACI 318.
- B. Fabricate reinforcement to the required shapes and dimensions, within fabrication tolerances stated in the CRSI "Manual of Standard Practices".
- C. Do not use reinforcement having any of the following defects:
  - 1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances.
  - 2. Bends or kinks not indicated on the Drawings or required for this Work.
  - 3. Bars with excessive rust, scale, dirt, oil or other defects which will reduce the bond or the effective cross section of the bar.
- D. Furnish all support bars, tie bars, chairs, bolsters, etc. required for properly supporting and spacing bars in the forms.

1. For slabs on grade, use supports with stand plates or horizontal runners where wetted base materials will not support chair legs. Other supports must be approved by the Engineer.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are hot-dip galvanized, plastic protected or stainless steel.
3. Supply supports for welded wire fabric as follows:

**Welded Wire Fabric Support Spacing**

<b>Welded Wire Reinforcement (diameter)</b>	<b>Welded Wire Spacing (inches)</b>	<b>Maximum Support Spacing (feet)</b>
W9 or larger	12 and greater	4
W5 to W8	12 and greater	3
W9 and larger	Less than 12	3
W4 to W8	Less than 12	2
Less than W4	Less than 12	1.5

- E. Tie wire: FS QQ-W-461, annealed steel, black, 16 gauge minimum.
- F. Welding electrodes: AWS A5.1, low hydrogen, E70 series.
- G. Splice devices: Shall be sized to develop one hundred twenty-five (125%) percent of yield strength of bar.

**2.3 CONCRETE MATERIALS**

- A. Cement: Use portland cement: ASTM C150, Type I, Type I-P or Type II, low alkali.
  1. Where concrete will be exposed to sewage, use Type II or I-P cement.
  2. Fly ash shall conform to ASTM C618, Class C or F.
  3. Fly ash content shall not exceed 20% by weight of the total amount of cementitious materials (portland cement plus fly ash).
- B. Aggregates:
  1. Fine aggregate: Conform to ASTM C33.
  2. Coarse aggregate: Conform to ASTM C33, Size #57.
- C. Water: Clean and potable and free from injurious amounts of deleterious materials.
- D. Admixtures:
  1. Air entraining admixture: ASTM C260.
  2. Water reducing, set controlling admixture: Conform to ASTM C494.
    - a. Type A - water reducing.
    - b. Type D - water reducing and retarding.
  3. Superplasticizers: Conform to ASTM C494, Types F and G.
    - a. Use superplasticizers in thin section placements and in areas of congested reinforcing and/or embedded items, or where otherwise approved by the Engineer.
    - b. Use where conventional consolidation techniques are impractical.
  4. Do not use admixtures containing calcium chloride.
- E. Fiber reinforcing:

1. Use fiber reinforcing where indicated on the drawings.
2. Provide polypropylene or co-polymer fibers as manufactured by High Tech Fibers, Inc., Fibermesh Company or an approved equal.
3. Where required, use fiber reinforcing at a rate of 2.0 lbs. per cubic yard unless another rate is indicated on the drawings.

F. Curing compounds:

1. On all vertical and formed surfaces, construction joints, basin slabs, surfaces to receive an applied coating or finish, and other surfaces except as otherwise indicated or specified, use a non-residual, non-staining curing compound conforming to ASTM C309 Type 1 and 1D. Acceptable products are:
  - a. L&M Cure by L&M Construction Chemicals, Inc.
  - b. Horn WB-75 by A.C. Horn Company.
  - c. Sonosil by Sonneborn, Inc.
  - d. Approved equal.

2.4 CONCRETE MIXES

A. Provide concrete with the compressive strengths shown on the Drawings. When such strengths are not shown on the Drawings, provide the following 28-day strengths as minimum:

- |    |  |                                 |
|----|--|---------------------------------|
| 1. | All structural concrete except as indicated in Nos. 2 and 3 below or as noted otherwise on the plans | 4000 psi                        |
| 2. | All sidewalks, curbs and gutters, and unreinforced foundations                                       | 4000 psi with fiber reinforcing |
| 3. | Thrust blocking, backfill or encasement for piping, and concrete fill                                | 2500 psi                        |
| 4. | Prestressed or precast concrete:   | 5000 psi                        |

B. Maximum water cement ratios:

- |                   |      |
|-------------------|------|
| 4000 psi concrete | 0.5  |
| 3000 psi concrete | 0.53 |
| 2500 psi concrete | 0.67 |

C. Entrained air:

- |                            |              |
|----------------------------|--------------|
| 3000 and 4000 psi concrete | 5% ± 1%      |
| 2500 psi concrete          | Not Required |

D. Slump:

- |                            |         |
|----------------------------|---------|
| 3000 and 4000 psi concrete | 4" ± 1" |
| 2500 psi concrete          | 5" ± 1" |

E. Production of concrete:

1. General: Concrete shall be ready mixed and shall be batched, mixed and transported in accordance with ASTM C94 except as otherwise indicated.
2. Monitor time and mix proportions by plant delivery slips.
3. Air entraining admixtures: Add air entraining admixture into the mixture as a solution and measure by means of an approved mechanical dispensing device.
4. Water reducing and retarding admixture: Add water reducing and retarding admixture and measure as recommended by the manufacturer.
5. Addition of water to the mix upon arrival at the job site shall not exceed that necessary to compensate for a 1" loss in slump, nor shall the design

maximum water-cement ratio be exceeded. Water shall not be added to the batch at any later time.

6. Weather conditions: Control temperature of mix as required by ACI 306 "Cold Weather Concreting" and by ACI 305 "Hot Weather Concreting".

## PART 3 - EXECUTION

### 3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Water, mud, organic, and other detrimental material shall be removed from excavations before concrete is deposited.
- C. Notify the Engineer prior to placing concrete and place no concrete until the formwork, reinforcing and embedded items have been observed by the Engineer.

### 3.2 FORMWORK

#### A. General:

1. Construct forms in conformance with ACI 347.
2. Design, erect, support, brace and maintain formwork so it will safely support vertical and lateral loads which might be applied until such loads can be supported safely by the concrete structure.
3. Construct forms to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in the finished structure.
4. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and prevent fins.

#### B. Form construction and erection:

1. Construct forms in conformance with ACI 347.
2. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other embedded items as required.
3. Hold inner and outer forms for vertical concrete together with combination steel ties and spreaders approved by the Engineer.
4. Unless specifically stated otherwise, provide 3/4" chamfer at all exposed edges of concrete.
5. Provide temporary openings in the formwork where necessary to facilitate cleaning and inspection of the formwork.
6. Coat form contact surfaces with approved form coating compound prior to placing reinforcing steel.
7. Do not allow excess form coating material to accumulate in the forms or to come in contact with reinforcing surfaces which will bond to fresh concrete.
8. Side forms for footings may be omitted, and concrete may be placed directly against excavation only when requested by the Contractor and approved by the Engineer.
9. Provide a positive means of adjustment of shores and struts and ensure that all settlement is taken up during concrete placing.
10. Construct blockouts and formed openings of sufficient size and proper location to permit final alignment of items within it or passing through it.
  - a. Allow sufficient space for grouting, packing or sealing around any items penetrating the opening as may be required to ensure watertightness.

- b. Provide openings with continuous keyways with waterstops where required, and provide a slight flare to facilitate grouting and the escape of entrapped air during grouting.
    - c. Provide only blockouts or openings that are shown on the drawings or otherwise approved by the Engineer.
- C. Formwork reuse: Reuse only forms that are in good condition and which maintain a uniform surface texture on expose concrete surfaces.
  - 1. Apply a light sanding as necessary to obtain a uniform texture.
  - 2. Plug unused tie holes and penetrations flush with the form surface.
- D. Removal of forms:
  - 1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.
  - 2. Do not remove forms before the following minimum times without prior approval from the Engineer:
    - a. Sides of footings or slabs on grade 24 hrs
    - b. Walls not supporting load 48 hrs
    - c. Vertical sides of beams 48 hrs
    - d. Columns not supporting load 48 hrs
    - e. Suspended slabs or beam bottoms (forms only) 10 days
  - 3. In determining the minimum stripping times, consider only the cumulative time during which the ambient temperature of the air surrounding the concrete is above 50°.
  - 4. Do not remove shoring for suspended slabs or beams until the concrete has reached 75% of the specified 28 day strength.
  - 5. When reshoring or backshoring is permitted or required, plan the operations in advance and submit procedures to the Engineer for approval.
    - a. Design and plan all reshoring operations to support all construction loading and in accordance with ACI 347.
  - 6. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
  - 7. Do not permit steel spreaders, form ties, or other metal to project from or be visible on any concrete surface except where so shown on the drawings.
  - 8. Whenever the formwork is removed during the curing period, continue to cure the exposed concrete by one of the methods specified herein.

### 3.3 EMBEDDED ITEMS

- A. Embedded items: Set anchor bolts and other embedded items accurately and securely in position in the forms until the concrete is placed and set.
  - 1. Use templates where practical for all anchor bolts.
  - 2. Check locations of all anchor bolt and special castings prior to placing concrete and verify locations after concreting.
- B. Piping cast in concrete:
  - 1. Install and secure sleeves, wall pipes and pipe penetrations before placing concrete.
  - 2. Do not weld or otherwise attach piping to reinforcing steel.
  - 3. Support piping to be encased in concrete securely and on firm foundation so as to prevent movement or settlement during concreting.
- C. Locate electrical conduit so that it will not impair the strength of the construction.

1. Do not use conduits running within (not passing through) a slab, wall or beam that are larger in outside diameter than 1/3 overall concrete thickness unless otherwise approved by the Engineer.
2. Do not space conduits closer than three conduit diameters apart unless otherwise approved by the Engineer.

### 3.4 REINFORCEMENT

- A. General: Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as herein specified.
1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
  2. Position and secure reinforcement against displacement by forms, construction, and the concrete placement operations.
  3. Use adequate number of ties to secure reinforcing.
  4. Do not weld or field bend reinforcing without prior approval by the Engineer.
- B. Placing reinforcing:
1. Provide and install all chairs, runners, bolsters, standees and other accessories in sufficient quantities to satisfactorily position the reinforcing and hold it in place during concrete placement.
  2. Support reinforcing for slabs on ground on chairs or bolsters with stand plates or a properly sized concrete cube.
    - a. Use concrete bricks as supports only as approved by the Engineer.
  3. Secure and tie dowels in place prior to placing concrete. Do not press dowels into wet concrete.
- C. Concrete cover: Unless otherwise indicated on the drawings or specified herein, install reinforcing with clear concrete coverage in conformance with ACI 318.
1. All reinforcement, regardless of size, exposed to water or sewage shall have 2" cover.
  2. Place reinforcement a minimum of 2" clear of any openings or metal pipe or fittings.
- D. Splicing reinforcement: Splice reinforcement steel in accordance with the latest revisions of ACI 318 "Building Code Requirements for Reinforced Concrete" unless shown otherwise on the drawings.
1. All splices at wall corners or intersections and at wall and foundation intersections shall be Class B tension splices per ACI 3-18, Sections 12.2.2 and 12.15.
  2. All other splices of vertical or horizontal steel in walls shall be Class B tension splices as per ACI 318 per ACI 318, Sections 12.2.2 and 12.15.
  3. Horizontal ring steel in circular, non-prestressed concrete tanks shall be Class B tension splices and the splices shall be staggered so that no more than 50% of the bars are spliced at any one location.
  4. All welded or mechanical splicing devices shall develop 125% of the yield strength of the bar.
  5. Column vertical bars shall lap 30 bar diameters with dowels at the base of the column unless otherwise noted. Dowels shall be the same size and quantity as column vertical bars unless otherwise noted.
  6. All splices not otherwise shown or specified shall be Class B tension lap splices per ACI 318, Sections 12.2.2 and 12.15.
- E. Tolerances: Place bars in the locations indicated within the tolerances conforming to the CRSI "Manual of Standard Practice".

- F. Welded wire mesh: Install welded wire fabric in as long of a length as practicable and lay flat before placing concrete.
1. Use only mat welded wire fabric. Do not use welded wire fabric from rolls.
  2. Support and tie mesh to prevent movement during concrete placement.
  3. Lap adjoining pieces at least one full mesh and lace splices with wire.
  4. Provide, at a minimum, supports for welded wire fabric according to the Table in Section 2.2.D.3. Confirm the adequacy of the support spacings listed therein for the anticipated construction loads. Increase the number of supports, if necessary, to assure that the final position of the welded wire fabric will conform to that shown on the drawings.
  5. Do not place welded wire fabric on the subbase surface and then hook or "pull up" the reinforcement during concrete placement.
  6. Do not lay welded wire fabric on top of the freshly placed concrete and then "walk it" into place.

### 3.5 PLACING CONCRETE

A. Preparation:

1. Remove foreign matter accumulated in the forms.
2. Rigidly close openings left in the formwork.
3. Wet wood forms sufficiently to tighten up cracks. Wet other material sufficiently to maintain workability of the concrete.
4. Use only clean tools.
5. Provide and maintain sufficient tools and equipment on hand to facilitate uninterrupted placement of the concrete.
6. Before commencing concrete, inspect and complete installation of formwork, reinforcing steel and all items to be embedded or cast-in.

B. Conveying:

1. Transport and handle concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete.
2. Provide equipment for lifting, dumping, chuting, pumping or conveying the concrete, of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.
3. Use hoppers and elephant trunks where necessary to prevent the free fall of concrete for more than 4'.
4. Do not use concrete that is not placed within 1-1/2 hours after water is first introduced into the mix unless the slump is such that it meets the specified limits without the addition of water to the batch.

C. Placing:

1. Deposit concrete as nearly as practicable in its final location so as to avoid separation due to rehandling and flowing.
2. Deposit concrete in horizontal layers not deeper than 2', avoiding inclined layers.
3. Place concrete at such a manner that concrete upon which fresh concrete is deposited is still plastic.
4. Bring slab surfaces to the correct level with screeds set to the proper elevation.

D. Hot weather placement: Place concrete in hot weather in accordance with ACI 305 "Hot Weather Concreting" and as specified herein.

1. Do not place concrete whose temperature exceeds 100°F.
2. Thoroughly wet forms and reinforcing prior to placement of concrete.
3. Use additional set retarder as necessary to increase set time.
4. Limit the size of the pour where it may reduce the likelihood of cold joints due to reduced set time.



5. Shade the fresh concrete as soon as possible after placing.
  6. Start curing as soon as the concrete is sufficiently hard to permit without damage.
- E. Cold weather placement: Place concrete in cold weather in accordance with ACI 306 and as specified herein.
1. Except when authorized specifically by the Engineer, do not place concrete when the atmospheric temperature is below 40°F.
  2. When cold weather placement is approved by the Engineer, heat either the mixing water or aggregate or both so that the concrete temperature is between 65°F and 85°F.
  3. Protect the freshly placed concrete by adequate housing or covering and provide heat to maintain a temperature of not less than 50°F for not less than four days.
  4. Do not add salts, chemicals, or other materials to the concrete mix to lower the freezing point of the concrete.
- F. Consolidation:
1. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
    - a. Use vibrators having a 2" head diameter and a minimum frequency of 8000 vibrations per second.
    - b. Provide sufficient number of vibrators to properly consolidate the concrete, keeping up with placement operations.
    - c. Provide at least one spare vibrator on site.
  2. Insert and withdraw vibrators at points approximately 18" apart.
  3. Do not vibrate forms or reinforcement.
  4. Do not use vibrators to transport concrete inside the forms.

### 3.6 PROTECTION

- A. Protect the surface finish of newly placed concrete from damage by rainwater or construction traffic.
- B. Do not apply design loads to structures until the concrete has obtained the specified strength.
  1. Do not backfill against walls until they have reached the specified strength and all supporting or bracing walls, slabs, etc. have also reached the specified strength, unless otherwise permitted by the Engineer.
  2. Protect structures from construction overloads.

### 3.7 CURING

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures and mechanical injury.
- B. Continuously cure concrete for a period of not less than 7 days after placement.
  1. When seven-day cylinder breaks indicate, in the opinion of the Engineer, the possibility of low strength concrete, provide additional curing as per the request of the Engineer.
  2. When temperatures during the curing period fall below 40°F, provide additional curing time as directed by the Engineer.
- C. Unless otherwise directed by the Engineer, cure concrete not in contact with forms in accordance with one of the following procedures:

1. Ponding or sprinkling: Keep entire concrete surface wet by continuously sprinkling or by allowing water to pond, covering all surfaces.
  2. Wet burlap: Thoroughly wet and cover all concrete surfaces with wet burlap mats as soon as the concrete has set sufficiently to avoid marring the surface.
    - a. Keep the burlap continuously wet during the curing period.
  3. Curing blankets: Thoroughly wet concrete surfaces to be cured and cover with curing blankets as soon as the concrete has set sufficiently to avoid marring the surface.
    - a. Weight the blankets down to maintain close contact with the concrete surface.
    - b. Use sheets of waterproof kraft paper with the joints between sheets taped continuously; or
    - c. Use sheets of 4 mil or thicker polyethylene with the joints between sheets continuously taped.
  4. Wet sand: Apply a layer of sand over the entire surface and keep it continuously wet.
  5. Curing compound: Apply curing compound immediately after completion of the finish on unformed surfaces and within two hours after removal of forms on formed surfaces.
    - a. Spray the entire surface with two coats of liquid curing compound, applying the second coat in the direction of 90° to the first coat.
    - b. Apply compound in accordance with the manufacturer's instructions to cover the surface with a uniform film which will seal thoroughly.
- D. Hot weather: When necessary, provide wind breaks, shading, fog spraying, sprinkling, ponding or wet covering with a light colored material applying as quickly as concrete hardening and finishing operations will allow.

### 3.8 CONCRETE FINISHING

- A. Finish schedule: Unless otherwise indicated on the drawings, finish all concrete surfaces in accordance with the following schedule:
1. Form finish: Formed surfaces not ordinarily exposed to view, including:
    - a. Interior walls of open tanks below a line one foot lower than the lowest normal water level.
    - b. The underside of slabs not exposed to view.
    - c. Walls below grade.
  2. Cementitious coating: All formed surfaces exposed to view including:
    - a. Interior walls of tanks above a line one foot lower than the lowest normal water level.
    - b. The underside of slabs, soffits, etc. exposed to view.
  3. Float finish: Slab surfaces not exposed to view or not receiving an applied thin finish, including:
    - a. Bottom slabs of tanks or structures containing water sewage or other liquid.
    - b. Foundations not exposed to view.
    - c. Roof slabs to be covered with insulation and/or built-up roofing.
  4. Trowel finish: Interior slab surfaces exposed to view or to receive an applied thin film coating or floor finish, including:
    - a. Interior, indoor slabs and floors of buildings.
    - b. Surfaces on which mechanical equipment moves.
    - c. Floors receiving vinyl tile, resilient flooring, carpet, paint, etc.
  5. Broom finish: Exterior, outdoor slabs exposed to view including:
    - a. Outdoor floor slabs and walkways.
    - b. Other floors which may become wet or otherwise require a non-skid surface.
    - c. Sidewalks and concrete pavements.
  6. Scratch finish: Surfaces which are to receive a thick topping or additional concrete cast against them including:
    - a. Surfaces receiving concrete equipment pads.
    - b. Floors receiving concrete topping.

- c. Construction joints not otherwise keyed.
- 7. Edge finish: Exposed edges of slabs not receiving chamfer including:
  - a. Sidewalk edges and joints.
  - b. Pavement edges and joints.
  - c. Other slab edges not chamfered.

B. Finishing procedures:

- 1. Form finish:
  - a. Repair defective concrete.
  - b. Fill depressions deeper than 1/4".
  - c. Fill tie holes.
  - d. Remove fins exceeding 1/8" in height.
- 2. Cementitious finish:
  - a. Patch all tie holes and defects and remove all fins.
  - b. Within one day of form removal, fill all bug holes, wet the surfaces and rub with carborundum brick until a uniform color and texture are produced; or
  - c. Dampen surfaces, brush apply a grout slurry consisting of 1 part portland cement to 1-1/2 parts sand, and rub the surface vigorously with a stone. Remove all excess grout.
  - d. Provide a two coat cement base waterproofing, sealing finish of Thoroseal and Thoroseal Plaster Mix as manufactured by Standard Dry Wall Products, Inc. or an approved equal.
    - 1) Patch all tie holes and defects and removal all fins, and clean surface of all dirt, laitance, grease, form treatments, curing compounds, etc.
    - 2) Key coat: Apply key coat of Thoroseal at a rate of two (2) lbs. per sq. yd. by fiber brush. Mix material using one part of Acryl 60 to three parts clean water. Should material start to drag during application, dampen surface with water. During hot weather periods, dampen surfaces with water prior to application of key coat material. Key coat shall be allowed to cure for five (5) days before applying finish coat.
    - 3) Apply a finish coat consisting of a four (4) to six (6) lbs. per sq. yd. application of Thoroseal Plaster Mix using steel trowel or spray gun. Color to be selected by the Owner. Mix dry material using one (1) part Acryl 60 to three (3) parts clean water. Firmly press the mix into all voids and level with a steel trowel. When surface is set so that it will not roll or lift, float it uniformly using a sponge float.
- 3. Float finish:
  - a. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
  - b. Cut down all high spots and fill all low spots and float the slab to a uniform sandy texture.
- 4. Trowel finish:
  - a. Float finish as specified herein.
  - b. Power trowel to a smooth surface free of defects.
  - c. After the surface has hardened sufficiently, hand trowel until a ringing sound is produced as the trowel is moved over the concrete surface.
- 5. Broom finish:
  - a. Float finish as specified herein.
  - b. Provide a scored texture by drawing a broom across the surface.
- 6. Scratch surface:
  - a. Screed the surface to the proper elevations.
  - b. Roughen with rakes or stiff brushes.
- 7. Edge finish: Tool slab edges and joints with a 1/4" radius edging tool.

### 3.9 SURFACE REPAIR

A. Patching mortar:

1. Make a patching mortar consisting of 1 part portland cement to 2-1/2 parts sand by damp loose volume.
  2. Mix the mortar using one part acrylic bonding admixture to two parts water.
- B. Tie holes: Clean and dampen all tie holes and fill solidly with patching mortar.
- C. Surface defects:
1. Remove all defective concrete down to sound solid concrete.
  2. Chip edges perpendicular to the concrete surface or slightly undercut, allowing no feather edges.
  3. Dampen surfaces to be patched.
  4. Patch defects by filling solidly with repair mortar.
- D. Allow the Engineer to observe the work before placing the patching mortar.
- E. Repair defective areas greater than 1 sq. ft. or deeper than 1-1/2" as directed by the Engineer using materials approved by the Engineer at no additional expense to the Owner.

### 3.10 JOINTS

- A. Construction joints:
1. Unless otherwise approved by the Engineer, provide construction joints as shown on the drawings.
  2. If additional construction joints are found to be required, secure the Engineer's approval of joint design and location prior to start of concrete placement.
  3. Continue all reinforcing across construction joints and provide 1-1/2" deep keyways unless indicated otherwise on the drawings.
    - a. Form keyways in place.
  4. Provide waterstops in all construction joints of liquid containing structures, structures below grade or other structures as shown on the drawings.

### 3.11 FIELD QUALITY CONTROL

- A. Concrete cylinder tests:
1. During construction, prepare test cylinders for compressive strength testing, using 6" diameter by 12" long single use molds, complying with ASTM C31.
    - a. Make a set of three test cylinders from each pour of 50 cubic yards or less, plus one additional set of cylinders for each additional 50 cubic yards or fraction thereof.
    - b. Identify each and tag cylinder as to date of pour and location of concrete which it represents.
    - c. Deliver cylinders to testing lab selected by the Owner.
    - d. Cost for preparation and delivery of cylinders shall be borne by the Contractor. Cost for testing cylinders will be borne by the Owner.
  2. Should strengths shown by test cylinders fail to meet specified strengths for the concrete represented, then:
    - a. Engineer shall have the right to require changes in the mix proportions as he deems necessary on the remainder of the work.
    - b. Additional curing of those portions of the structure represented by the failed test cylinders shall be accomplished as directed by the Engineer.
    - c. Upon failure of the additional curing to bring the concrete up to specified strength requirements, strengthening or replacement of those portions of the structure shall be as directed by the Engineer.

- d. The Engineer may require additional testing of concrete in question by either non-destructive methods such as the Swiss Hammer, Windsor Probe or Ultrasonics or by coring and testing the concrete in question in accordance with ASTM C42. Such testing shall be performed at no additional cost to the Owner.
- B. Other field concrete tests:
1. Slump tests: Either the Engineer or a testing laboratory representative will make slump tests of concrete as it is discharged from the mixer.
    - a. Slump test may be made on any concrete batch at the discretion of the Engineer.
    - b. Failure to meet specified slump requirements (prior to addition of any superplasticizers) will be cause for rejection of the concrete.
  2. Temperature: The concrete temperature may be checked at the discretion of the Engineer.
  3. Entrained air: Air content of the concrete will be checked by a representative of the testing laboratory at the discretion of the Engineer.
- C. Coordination of laboratory services: The Contractor shall be responsible for coordination of laboratory services.
1. Maintain a log recording quantities of each type of concrete placed, date and location of pour.
  2. Inform the testing laboratory of locations and dates of concrete placement and other information as required to be identified in the laboratory's test reports.
- D. Tests required because of extensive honeycombing, poor consolidation of the concrete or any suspected deficiency in the concrete will be paid for by the Contractor.
- E. Dimensional tolerances:
1. Dimensional tolerances for allowable variations from dimensions or locations of concrete work, including the locations of embedded items shall be as given in ACI 301.
  2. Where anchor bolts or other embedded items are required for equipment installation, comply with the manufacturer's tolerances if more stringent than those stated in ACI 301.
- F. Watertight concrete:
1. All liquid containing structures, basements or pits below grade shall be watertight.
  2. Any visible leakage or seepage shall be repaired as instructed by the Engineer at no expense to the Owner.
  3. Where physical evidence of honeycombing, cold joints or other deficiencies which may impair the watertightness of a structure exists, the Engineer may at his discretion call for leak testing of the structure.
    - a. Fill the structure with water and allow to stand for not less than 48 hours.
    - b. Make repairs on the structure until all visible leaks are sealed and the leakage rate of the water in the structure is less than 0.1% of the volume held in the structure per day.
    - c. The cost of testing and repairs shall be performed at no expense to the Owner.
- G. Concrete which fails to meet strength requirements, dimensional tolerances, watertightness criteria, or is otherwise deficient due to insufficient curing, improper consolidation or physical damage shall be replaced or repaired as instructed by the Engineer at no expense to the Owner.

3.12 MEASUREMENT AND PAYMENT

- A. No measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the item in which the concrete work is an integral part.

**END OF SECTION 02560**

**SECTION 02600  
WATER UTILITY**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Provide water system relocations as required and as shown on the Drawings, specified in the drawing standard notes, per Georgetown County Water & Sewer District standards and regulations, and as needed for a complete and proper installation.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

**1.2 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. All materials and installation methods are to conform with the standards of Georgetown County Water and Sewer District.

**1.3 Water Testing Requirements**

- A. GCWS requirements testing waterline repair/relocate over 50'. That is pressure testing, chlorination, flushing and Bac T sampling. Anything less we flush very well through a hydrant or flushing device and put it back into service. Maybe required for GCWS to Bac T sampling as needed on relocation projects.

**1.4 SUBMITTALS**

- A. Comply with pertinent provisions of Division 1.

**1.5 PRODUCT HANDLING**

- A. Comply with pertinent provisions of Division 2.
- B. Shipment of pipe:
  - 1. Protect pipe with tarp or other means during shipment to prevent truck exhaust from damaging pipe.
- C. Avoid severe impact blows, gouging or cutting by metal surfaces or rocks.

**END OF SECTION 02600**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02700  
SANITARY SEWER UTILITY**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Provide sanitary sewer relocations as required and as shown on the Drawings, specified in the drawing standard notes, per Georgetown County Water & Sewer District standards and regulations, and as needed for a complete and proper installation.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

**1.2 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. All materials and installation methods are to conform with the standards of Georgetown County Water and Sewer District.

**1.3 SUBMITTALS**

- A. Comply with pertinent provisions of Division 1.

**1.4 PRODUCT HANDLING**

- A. Comply with pertinent provisions of Division 1.
- B. Storage of PVC pipe:
  - 1. Store in unit packages as received from manufacturer until just prior to use.
  - 2. Stack units in such a manner as to prevent deformation to pipe barrel and bells.
  - 3. Protect from direct sunlight by covering with opaque material if storage period will exceed six weeks.
- C. Avoid severe impact blows, gouging or cutting by metal surfaces or rocks.

**1.5 PROTECTION OF OTHER UTILITIES**

- A. Location:
  - 1. Approximate location of certain known underground lines is shown.
  - 2. Existing small lines not shown.
  - 3. Locate small and other possible utility lines using electronic pipe finder, or other approved method.
  - 4. Excavate and expose existing underground utilities ahead of trenching operations.
- B. Repair or replace any damaged utility line or structure at no additional cost to Owner.



1.6 CONFLICTING UTILITIES

- A. Remove and/or relay conflicting utilities, when so directed by the Engineer, at the expense of the Owner.
- B. Where alterations to existing utilities are shown to avoid conflicts, make alterations at no cost to Owner.

1.7 JOB CONDITIONS

- A. Work under this Section may require construction or work in a confined space, defined as any space having one or more of the following characteristics:
  - 1. Limited openings for entry and exit.
  - 2. Unfavorable natural ventilation.
  - 3. Not designed for continuous worker occupancy.
- B. The Contractor shall have on the job site at all times the following minimum safety equipment:
  - 1. Gas monitor capable of testing and detecting for combustible gas, oxygen deficiency and hydrogen sulfide.
  - 2. Confined space access and retrieval winch system.
  - 3. Ventilating fan with large diameter ventilating hose.
  - 4. Supplied air respirator, MISHA/NIOSH approved type.
  - 5. Safety harness and lifelines.

This equipment to be available for use by the Contractor, Engineer and Owner for the duration of the project.

- C. All entries into or work within confined spaces to be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

**END OF SECTION 02700**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02710  
UTILITY RELOCATION REQUIREMENTS**

**PART 1 - GENERAL**

DESCRIPTION

- A. All utility relocations required as a part of this project shall be coordinated and performed in accordance with the design standards of the utility owner. This shall include material specifications and types for piping, manholes, or other utility components and appurtenant parts, and any design submittals and approvals that may be required by the utility owner as a part of the relocation. Utility contact information should be included on the Drawings for reference.

**END OF SECTION 02710**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 02740  
RIPRAP AND SLOPE PROTECTION**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work consists of all necessary riprap and slope protection as shown on the plans and specified in SCDOT Technical Specification SC-M-804.

**PART 2 - PRODUCTS**

Refer to SCDOT Technical Specifications

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02740**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 028006  
SEEDING**

**PART 1 - GENERAL**

1.1 DESCRIPTION

Scope of Work: The work consists of all necessary seeding as shown on the plans and specified in SCDOT Technical Specification SC-M-810.

**PART 2 - PRODUCTS**

2.1 SEED

Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

Seed Species: See seeding schedule on drawings.

**PART 3 - EXECUTION**

Refer to SCDOT Technical Specifications

**END OF SECTION 02800**

**END OF DIVISION 2 – TECHNICAL SPECIFICATIONS  
AND  
PROJECT MANUAL**