

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS



RFP NO. 2024-108
SC-170 Sidewalk Extension Project
DUE: April 5, 2024 by 10:00 AM

RFP TITLE: SC-170 SIDEWALK EXTENSION

RFP NUMBER: 2024-108

INVITATION: The City of Beaufort is requesting sealed proposals from qualified firms to construct the SC-170 Sidewalk Extension in Beaufort, SC.

DEADLINE FOR BID: Bid must be received by the Finance Department, by **10:00 A.M. ET Friday, April 5, 2024.**

All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

**CITY OF BEAUFORT
SC-170 SIDEWALK EXTENSION PROJECT**

SUBMIT: One (1) unbound original and three (3) bound copies of all requested documentation must be received on or before **10:00 A.M. ET Friday, April 5, 2024.**

OR;

One (1) portable document format (pdf) file as an email attachment on or before **10:00 A.M. ET Friday, April 5, 2024.** File size limitations, a file sharing platform (i.e. Dropbox) may be used. After sending proposals by email, proposers must send a separate email without an attachment to advise that a submission has been made. The Procurement Administrator will reply to verify receipt and advise accordingly if a Dropbox or other file sharing platform submission is necessary. Electronic submission should be completed in advance of the deadline to ensure confirmation of receipt. The City of Beaufort nor its agents are not responsible for late submissions. See DEADLINE ENFORCED below.

EMAIL ADDRESS: jphillips@cityofbeaufort.org **PHONE NUMBER:** 843-525-7071

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Jay Phillips

MAILING ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

OFFICE ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

MARK OUTSIDE ENVELOPE: "RFP 2024-108 – SC-170 Sidewalk Extension Project – Attn Jay Phillips"

A NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD IN PERSON (CITY MANAGER SIDE CITY HALL CONFERENCE ROOM) OR VIA MS TEAMS AT 10:30 AM, TUESDAY, MARCH 19, 2024. ALL POTENTIAL OFFERORS ARE ENCOURAGED TO ATTEND.

RFP 2024-108 SC-170 Sidewalk Extension Project Pre-Proposal Meeting-Join MS Teams Meeting

www.microsoft.com/en-us/microsoft-teams/join-a-meeting

Meeting ID: 213 850 618 984

Passcode: JUqqK3

A PUBLIC BID OPENING MEETING WILL BE HELD IN PERSON (FINANCE SIDE CITY HALL CONFERENCE ROOM) OR VIA M S TEAMS AT 10:01 AM ET, ON FRIDAY, APRIL 5, 2024. ALL POTENTIAL OFFERORS ARE ENCOURAGED TO ATTEND.

RFP 2024-108 SC-170 Sidewalk Extension Project Bid Opening-Join Teams Meeting
www.microsoft.com/en-us/microsoft-teams/join-a-meeting

Meeting ID: 247 966 749 876

Passcode: fgUPg6

DEADLINE ENFORCED

BIDS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF BIDS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR BID. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. TELEPHONE, OR FACSIMILE BIDS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

Proprietary and/or Confidential Information

Your bid package is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your qualification.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, USPS mail, or phone to the procurement contact information listed above. Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your bid. Offerors ARE CAUTIONED that any statement made by City staff persons that materially changes any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposals may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at www.cityofbeaufort.org. All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 5:00 PM, MARCH 26, 2024. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON MARCH 29, 2024.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or any other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort and its employees.

Compliance with the South Carolina Illegal Immigration Reform Act

Any Contractor, entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Contractor intends to verify any new employees' status, and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Businesses owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Vendor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

Required Forms

Contractors submitting bids are required to include completed forms that are found at the end of the General Terms & Conditions and in the Appendices. The City's General Terms & Conditions, a required component of all competitive procurement proposals, can be found within the RFP documents or may be accessed on the City's website under Quick Links – Bid Opportunities – <https://www.cityofbeaufort.org/165/Procurement>. All Proposers are to certify that they have read the General Terms & Conditions and will adhere to them as a component of the contract documents. Contractors should also be aware that, should a contract be awarded, the City will require reports on the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not

affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines

that it is not in its best interest to do so.

Bids that are not signed will not be accepted as complete and shall not be considered. Bids must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", "Contractor", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

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CITY OF BEAUFORT
REQUEST FOR PROPOSALS
SC-170 Sidewalk Extension Project
RFP 2024-108

INTRODUCTION

SC-170 Sidewalk Extension Project is a planned enhancement project to improve public safety and augment pedestrian circulation for access to residential, recreational and commercial areas within the City of Beaufort. The project is planned to address many factors that affect safety, mobility, drainage, and pedestrian access within the transportation network. The Project limits start at the Beaufort Plaza Shopping Center at approximately 41 Robert Smalls Parkway and extends to the Spanish Moss Trail.

The contract documents, including the plan set *SITE DEVELOPMENT PLANS FOR SC170 SIDEWALK EXTENSION PROJECT* bound under separate cover, are available on City of Beaufort's website in the Vendor Registry as part of the RFP Documents. It is the contractor's responsibility to obtain all contract documents.

A copy of required SCDOT & SCDHEC **applicable construction permits for** the project can be located in **Appendix D & / or the** City of Beaufort website's Vendor Registry.

SCOPE OF WORK

The scope of work consists of construction of an 8' sidewalk on Robert Smalls Parkway. The sidewalk will be approximately 586' in length. Construction activities include sidewalk, very minimal storm drainage work, site lighting and landscaping. The Contractor will be responsible for coordination with the City and utility companies for all utility relocation planning and construction, if applicable.

The construction of the project is to be performed in accordance with the current edition of the *South Carolina Department of Transportation's Standard Specifications for Highway Construction*. For this project, the City in association with Infrastructure Consulting & Engineering, PLLC, will be performing Construction Management and Construction Engineering Inspection to document the work performed meets SCDOT's specifications.

CONTRACT TIME

The contract time to complete the project will be **120 days** from the given Notice to Proceed (NTP). There will be a limited NTP to order materials and then full NTP **60 days** after. The NTP will be coordinated with the City and the Contractor at the pre-construction meeting. The contractor shall complete all work within the referenced time allotted.

The construction of the project is to be performed in accordance with the current edition of the *South Carolina Department of Transportation's Standard Specifications for Highway Construction*. For this project, the City in association with Infrastructure Consulting & Engineering, PLLC will be performing Construction Management and Construction Engineering Inspection to document the work performed meets SCDOT's specifications.

LOCATION MAP



CONTRACT TYPE

Unit Price.

CONTRACT ADMINISTRATION

City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

STANDARDS AND REFERENCES

This project is to be constructed under the SCDOT 2007 Standard Specifications for Highway Construction, the 2009 SCDOT Standard Drawings, the SCDOT 2004 Construction Manual, the SCDOT Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions:

The above noted publications are available on the internet as follows, or may be obtained from the SCDOT Engineering Publications office at (803) 737-4533 or via e-mail at enrpubsales@dot.state.sc.us

SCDOT 2007 Standard Specifications for Highway Construction <https://www.scdot.org/business/standard-specifications.aspx>

2009 SCDOT Standard Drawings <https://www.scdot.org/business/standard-drawings.aspx>

SCDOT 2004 Construction Manual <https://www.scdot.org/business/scdot-construction-manual.aspx>

<https://www.scdot.org/business/road-technical-specs.aspx>

South Carolina Manual on <https://www.mutcd.fhwa.dot.gov>
Uniform Traffic Control Devices
(SCMUTCD)

Traffic Control Devices <https://www.scdot.org/business/traffic-control-devices.aspx>

STANDARD DRAWINGS:

- The Proposers are hereby advised that this project shall be constructed using the 2009 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at <http://www.scdot.org/business/projectsupport>. All drawings that are updated are labeled with their effective letting date in red.
- The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G– 19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.
- All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications, or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000–205–01 through 000–205–07 to find new drawing numbers when looking for references to older drawing numbers.

QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or company must:

1. Currently possess or obtain a City of Beaufort Business License if awarded, provide liability insurance, and register as a vendor, as required in the City of Beaufort General Terms and Conditions.
2. Have three (3) years of documented past, proven, and positive experiences in providing the services requested.
3. Provide at least five (5) public sector references for whom the firm has provided similar services within the past three (3) years.
4. Demonstrate the ability to provide the requested services by examples of work for referenced clients.

I. ADDITIONAL DOCUMENTS

Additional documents may be available online. proposers are required to review and be familiar with any documents as they are a part of the RFP and will become part of the awarded contract. These additional documents may be accessed on the City of Beaufort website under How Do I – Bid Proposals – Current Bid Opportunities at www.cityofbeaufort.org.

II. SUBMISSION REQUIREMENTS

- I. **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Bidder to respond to a specific requirement

may result in disqualification. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from Proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Bidder associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the Bidder.

- II. **Proposal format:** The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Bidder's proposal must address all the points outlined herein as required, in the following order:

- a. **Transmittal Letter:** A transmittal letter must be submitted with a Bidder's proposal which shall include:
- i. Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
 - ii. The name of the person or persons authorized to make representations on behalf of the Bidder, binding the firm to a contract.
 - iii. Prepare an executive summary stating the respondent's understanding of the project. Include any general information the Bidder wishes the City to consider about the proposal.
 - iv. An affirmative statement that the Bidder has read and agrees to all specifications within the RFP documents and to the City of Beaufort's General Terms and Conditions as posted on the City website (<http://www.cityofbeaufort.org/DocumentCenter/View/868/General-Terms-Conditions-May-9-2016-PDF>) and will adhere to them as a component of the contract documents.
- b. **Proposer's Work History and References:**
- i. Contractor should have at least a (5) year history of similar construction project. Provide client references (name, address, e-mail, and phone number) for a minimum of five (5) projects completed in the last three (3) years of a similar size and nature.
 - ii. Identify any additional or unique resources, options, capabilities, or assets which the Proposer would bring to this project.
- c. **Required Forms (in this order in Appendices 1 & 2 except xiii.):**
- Proposals must include the required forms.
- i. Price Summary Form / Schedule of Values (Attachment A & in Required Forms)
 - ii. Submittal Proposal Bid Form

- iii. RFP Signature page (must be signed in ink)
 - iv. Non-Collusion Affidavit
 - v. Consent of Surety
 - vi. Bid Bond
 - vii. Certificate by Contractor
 - viii. Ethics in Public Contracting Certification
 - ix. Small / Woman-Owned / Minority Business Enterprise Form
 - x. Contractor's Qualification Statement
 - xi. Certification Regarding Debarment, Suspension, Ineligibility, and Volunteer Exclusion
 - xii. Local Vendor Preference Participation Affidavit
 - xiii. Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
- d. **Additional Forms Appendices 3 & 4 (applicable after award and not to be included in submittal):**
- i. Sample Co-Permittee Agreement
 - ii. Sample Notice of Intent to Award
 - iii. Sample Notice to Proceed
 - iv. Example Draft of Contract
 - v. Permits
- e. **Other Information to Provide:**
- v. List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.

II. PROPOSAL EVALUATION

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the successful firm. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

The selection committee will evaluate proposals and rank the bidders based on the following criteria:

A.) Qualifications and Experience (25 points)

Proposals will be evaluated for the Contractor pertinent qualifications and experience, based on submission of examples of previous work conducted.

B.) Proposed Methodology and Scope of Work compliance (25 Points)

Proposals will be evaluated based on the stated approach to the work, the detailed organization of tasks, schedules to implement the approach, and demonstrated understanding of the requirements of the City of Beaufort.

C.) Cost of Services (25 Points)

Proposals will be evaluated on the total amount proposed.

D.) Quality and Satisfaction of reference responses (25 Points)

Reference responses for selected proposers will be evaluated and considered as evidence of past performance.

Lowest responsible bidder. The contract shall be awarded to the lowest responsible AND responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- (i) The number and scope of conditions attached to the bid.

It is the City’s intent to contract with one proposer to provide the services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. The committee will evaluate each component separately. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that are in the best interest of the City.

The City may choose to interview one or more contractor(s) responding to this RFP. The City reserves the right to request and obtain, from one or more contractor(s), supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

**CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP 2024-108 SC-170 SIDEWALK EXTENSION PROJECT**

PROPOSER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; Proposer has not solicited or sought by collusion to obtain for itself any advantage over any other Proposer or other Owner.

The words "Bidder," "Offeror", "Proposer", "Bidder", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Bidder has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: _____
City: _____ State: _____
Telephone: _____ Fax: _____
Email: _____

*Signature: _____ Title: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: _____ Date: _____

SC-170 SIDEWALK EXTENSION PROJECT

Schedule of Values

CONTRACTOR'S NAME: _____

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1.00	LS		
1032010	BONDS AND INSURANCE	1.00	LS		
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.00	EA		
1071000	TRAFFIC CONTROL	1.00	LS		
1090200	ASBUILT CONSTRUCTION PLANS	1.00	LS		
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1.00	LS		
2021010	REMOVAL & DISPOSAL OF EXISTING DROP INLET	1.00	EA		
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	265.00	LF		
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	360.00	SY		
2031000	UNCLASSIFIED EXCAVATION	20.00	CY		
2033000	BORROW EXCAVATION	90.00	CY		
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED) SCHEME D	100.00	SF		
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	236.00	LF		
6651091	SINGLE DECORATIVE LIGHT POLE WITH SINGLE LIGHT	5.00	EA		
675027Y	FURNISH & INSTALL 4.0" SCHD 80 PVC CONDUIT(DIRECTION BORED)	120.00	LF		
6760020	2" SCHEDULE 80 PVC CONDUIT	560.00	LF		
6770319	#8Cu,1,600V,RHH,RHW,USE	1760.00	LF		
6800530	17X30X28D.ELEC.UNGRD.ENCLOS/HD	2.00	EA		
6888110	INSTALL STREET LIGHT LUMINAIRE	5.00	EA		
7198320	JUNCTION BOX - CONVERT DROP INLET 24" X 36"	2.00	EA		
7198392	JUNCTION BOX - CONVERT CB T-16	1.00	EA		
7204100	CONCRETE SIDEWALK(4" UNIFORM)	374.00	SY		
7204900	DETECTABLE WARNING MATERIAL	50.00	SF		
7209000	PEDESTRIAN RAMP CONSTRUCTION	100.00	SY		

8100100	PERMANENT COVER	0.08	ACRE			
8100200	TEMPORARY COVER	0.08	ACRE			
8104005	FERTILIZER (NITROGEN)	8.00	LB			
8104010	FERTILIZER (PHOSPHORIC ACID)	8.00	LB			
8104015	FERTILIZER (POTASH)	8.00	LB			
8105005	AGRICULTURAL GRANULAR LIME	160.00	LB			
8110001	LANDSCAPING	1.00	LS			
8151203	HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 3	0.05	ACRE			
8153000	SILT FENCE	510.00	LF			
8153090	REPLACE/REPAIR SILT FENCE	51.00	LF			
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	127.50	LF			
		PROJECT TOTAL				

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CITY OF BEAUFORT INSTRUCTIONS TO BIDDERS



**SC-170 SIDEWALK EXTENSION PROJECT
RFP NO. 2024-108**

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Terms & Conditions and Supplemental General Terms & Conditions have the meanings assigned to them, therein.

- 1.1** The term Agreement shall be understood to have the same meaning and intent and be synonymous with the term Contract.
- 1.2** The words "Bidder," "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of person, vendor, or corporation submitting a solicitation. The words "bid," "proposal", and "submission" are also used interchangeably throughout this solicitation.

2. CONTRACT DOCUMENTS

- 2.1** At the time of acquisition, Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.
 - a) The City of Beaufort shall establish a Bidder's log consisting of the names and contact information provided by prospective bidders. Each prospective bidder shall be responsible for providing accurate information at the time when they acquire or submit for the Bid/Contract documents.
- 2.2** Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.
- 2.3** Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and notify the Engineer of all conflicts, errors or discrepancies, or of questions or meaning or intent. Bidder is encouraged to visit the construction site prior to submitting a Bid.
- 2.4** Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons.
 - a) All addenda are available online and prospective bidders are encouraged to visit the City of Beaufort website for any issued addenda prior to submitting their bid.
 - b) The addenda can be found by clicking "Bid Opportunities" under quick links at <http://www.cityofbeaufort.org> or by contacting the City Procurement Administrator, Jay Phillips, at 843-525-7071 or by email at jphillips@cityofbeaufort.org.
- 2.5** Bidders shall check the City of Beaufort Bid Opportunities Vendor Registry page to verify the number, if any, of Addenda issued. Addenda will be posted on Vendor Registry at least five days prior to Bid opening. If addenda are required to post less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda do not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective bidders via email and on Vendor Registry of the revised Bid Opening Date.

3. ORGANIZATION OF CONTRACT DOCUMENTS

- 3.1** The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included in Appendix 1.

- 3.2** The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder, is incorporated in the Contract Documents.
- 3.3** The actual amendments or supplements to the General Terms and Conditions are made in the Supplemental General Terms & Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplemental General Terms & Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.
- 3.4** The General Requirements of the Specifications contain additional amendments and supplements to the General Terms & Conditions of the Construction Contract with regard to general and administrative matters and contain details for the Work of this Contract.
- 3.5** The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.
- 3.6** The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.
- 3.7** Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.
- 3.8** The General Terms & Conditions & / or Supplemental General Terms & Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.
- 3.9** Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.

4. SCHEDULE OF PRICES

- 4.1** Bidder, with regard to completing the Schedule of prices on the Bid Form, is advised as follows:
- 4.2** The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.
- 4.3** The Contractor is hereby made aware that with regard to the project, prevailing wages are to be in effect and that they apply for all highway construction activity in accordance with General Decision Number SC20230040. Prevailing wages in accordance with General Decision Number SC20230001 shall be in effect for all other construction activity that is not related to highway construction activities.
- 4.4** The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.
- 4.5** The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute

items.

- 4.6 The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary and permanent construction facilities or storage of materials and equipment are to be provided by the City.
- 4.7 It shall be the responsibility of the City to make any private arrangements deemed necessary, for any lands and access thereto for the Contractor to utilize for a construction laydown yard or as a place to store materials and equipment during the contract time.
- 4.8 The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.
- 4.9 The Bidder shall be responsible for performing at least fifty percent (50%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City Manager.

5. SUBMISSION OF BIDS

- 5.1 Bidder must provide all information requested in the Bid Form and in attachments thereto by appropriate entries handwritten in ink or typewritten.
- 5.2 Bidder must sign the Bid Form as follows:
 - a) Proprietorship and signature shall be that of the Proprietor.
 - b) Partnership, signatures shall be that of the person or persons authorized to sign and attest for the partnership.
 - c) Corporation, signatures shall be that of the person or persons authorized to sign and attest for the corporation.
- 5.3 If Bidder is, a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venture must sign in the manner indicated for the respective form of ownership as set forth in these Instructions to Bidders.
- 5.4 Bidder must submit with the Bid Form a Bid Security made payable to the City of Beaufort in an amount of not less than five percent (**5%**) of the total amount indicated in the Bid Form, in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.
- 5.5 Bids including Bid Security and other required documents, shall be submitted as indicated in the advertisement for Bids.
- 5.6 Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

6 DISPOSITION OF BIDS

- 6.1 **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned unopened to Bidder.
- 6.2 **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.
- 6.3 **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.
- 6.4 **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.

- 6.5 **OWNER** reserves the right to reject any and all Bids, to waive any informality and to reject nonconforming, non-responsive, unbalanced or conditional Bids.
- 6.6 **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.
- 6.7 The City of Beaufort Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by the City of Beaufort or their representatives.

7 **AWARD OF CONTRACT**

- 7.1 **OWNER**, if the Contract is awarded, will award it to the **lowest responsible Bidder**. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.
 - Discrepancies or mathematical errors in extension(s) of values shall be resolved in favor of the correct mathematics.
 - Discrepancies or errors in sums of figures shall be resolved in favor of the correct sum.
 - In the event of a gross mathematical error in the Bid, the Owner shall notify the Bidder (in writing) of the error and any correction to be enacted and allow the Bidder to either accept the corrected mathematical values or withdraw the Bid without advising the Bidder as to outcome or results of either of the actions.
- 7.2 **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening if the Contract is to be awarded.
- 7.3 **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.
- 7.4 Successful Bidder, within fourteen (**14**) days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. The City of Beaufort General Terms and Conditions and Article 11 of the Supplemental General Terms & Conditions set forth Owner's requirements as to performance and payment bonds.
- 7.5 Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.
- 7.6 **OWNER**, within ten (**10**) days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.
- 7.7 The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. City permits shall be required as applicable. All subcontractors involved in the project, will have to obtain a City of Beaufort business license to be eligible to perform work of the Contract.

8 COMMENCEMENT OF CONTRACT TIME

OWNER may give **CONTRACTOR** a Notice to Proceed within thirty **(30)** days after the Effective Date of the Agreement and indicate there in the day on which the Contract Time will commence to run.

9 CONTRACT TIME

Reference Project Summary

10 DAMAGES

The daily liquidated damages rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

11 RETAINAGE

Per Supplemental General Terms & Conditions, Paragraph 9.3 and 9.6.

12 RIGHT TO PROTEST

12.1 Any actual bidder who is aggrieved in connection with the award of a contract may protest to the City of Beaufort's **City Manager**. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

12.2 Authority to Resolve Protest. The **City Manager** shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an actual aggrieved bidder, concerning the award of the contract.

12.3 Decision. If the protest is not resolved by mutual agreement, the **City Manager** shall issue a decision in writing within ten **(10)** days of receipt of the written protest. The decision shall:

- a) State the reasons and describe the actions taken; and
- b) Inform the protestant of its right to administrative review as provided in this Section.

12.4 Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be notice by certified mail to protestant and any other party intervening.

12.5 Rights to Review

- a) Any person adversely affected by the decision appeals administratively within (10) days after receipt of decision to the City Council in accordance with this section.
- b) Any protest taken to City Council or court shall be subject to the protestant paying all of the City of Beaufort administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.

12.6 Litigation

- a) Any litigation arising out of this Bid Award or subsequent contract, or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the Fourteenth Judicial Circuit.

CITY OF BEAUFORT GENERAL TERMS & CONDITIONS



**SC-170 SIDEWALK EXTENSION PROJECT
RFP NO. 2024-108**

CITY OF BEAUFORT GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

PROPRIETARY INFORMATION

The Proposers are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

REQUIREMENTS

The successful vendor shall comply with all instructions and shall perform services in a manner to commensurate with the highest professional standards by qualified and experienced personnel.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked firsts shall be formally terminated and negotiations with the proposer ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

FORCE MAJEURE

The successful vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

Awarded Company cannot enter into another professional services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another professional services contract within the City of Beaufort without the express written approval from City Council.

CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City requested information and data for this purpose. The City reserves the right to reject any proposer if the evidence submitted by or investigation of the proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Proposer will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the proposer's own risk.

INDEMNIFICATION

The successful vendor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful vendor's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor’s liability, the vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the proposal.

- a) Commercial General Liability: The successful vendor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the successful vendor and against all claims resulting from damage to any property due to any act or omission of the successful vendor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor’s operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage\$1,000,000 per occurrence

- b) Fidelity – Blanket Employee Dishonesty

The successful vendor shall maintain insurance for protection against all claims for the purpose of covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

- c) Theft, Disappearance, and Destruction Coverage

The successful vendor shall maintain insurance for protection against all claims for the purpose of protecting against loss of money and securities, inside the premises and outside the premises in the care of and custody of a messenger in an amount not less than \$500,000 per incident

- d) Comprehensive Automobile Liability: The successful vendor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the production of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 Combined Single Limit

- e) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits Employers Liability
 Insurance - \$500,000 - Each Accident
 \$500,000 - Disease Each Employee
 \$500,000 - Disease Policy Limit

- f) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein\$1,000,000 per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for proposal. It shall be an affirmative obligation upon the successful vendor to advise the City at fax number 843-525-7013 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Sub-consultant's Insurance: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of proposals. However, any vendor that receives an award under this RFQ shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion, that the successful vendor is not performing as set out in the contract. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

This RFQ is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the Proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and ensure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident Proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.5/8/15), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. The form can be found online at:

<http://www.sctax.org/forms/withholding/i-312-form>

If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFQ shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

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ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subCompany in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____

SIGNATURE

PRINTED NAME

SWORN to before me this __ ITS: _____ day of
_____, 20____ TITLE

Notary Public for _____ (state)

My commission expires: _____

By: _____

(signature)

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

(signed)

(title)

SWORN to before me this __ day of _____, 20____

Notary Public for _____ (state)

My commission expires: _____

By: _____

(signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes No</p> <p>If Yes, please indicate minority group: <input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes No</p>
<p>Is this business incorporated?</p>	<p>Yes No</p>

CITY OF BEAUFORT SUPPLEMENTAL GENERAL TERMS & CONDITIONS



SC-170 SIDEWALK EXTENSION PROJECT

RFP NO. 2024-108

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS OF THE
CITY OF BEAUFORT, SOUTH CAROLINA CONSTRUCTION CONTRACT

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ARTICLE 1

SUPPLEMENTAL GENERAL & TERMS & CONDITIONS

1.1 BASIC DEFINITIONS

APPLICATION FOR PAYMENT - The term "Application for Payment" means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

BIDDER – The term "bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

BENEFICIAL OCCUPANCY - The term "Beneficial Occupancy" means the City's right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

CERTIFICATE FOR PAYMENT - The term "Certificate for Payment" means the approval of Contractor Application for Payment in accordance with Article 9.5.

CHANGE ORDER - The term "Change Order" means a Contract Document authorizing one of more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

CLAIM – See paragraph 4.3, Claims, of the General Terms and Conditions.

CONTRACT - The terms "Contract" means the written agreement between the Contractor and the City set forth in the Contract Documents.

CONTRACT DOCUMENTS - The "Contract Documents" consist of all documents listed in Article 5 of the Agreement.

CONTRACT MODIFICATION - The term "Contract Modification" means an executed Change Order.

CONTRACT PRICE - The term "Contract Price" means the amount of compensation payable by the City for completion of the Work in accordance with the Contract Documents.

CONTRACT SCHEDULE - The term "Contract Schedule" means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

CONTRACT TIME - The term "Contract Time" means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

CONTRACTOR - The term "Contractor" means the person of firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

CITY – The term "City" means City of Beaufort, South Carolina.

CITY'S REPRESENTATIVE – The term "City's Representative" means the person or firm identified as such in the Agreement.

DAY - The term "day" as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

DEFECTIVE WORK - The term "defective Work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the City's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

DRAWINGS - The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

EXCUSABLE DELAY – The term "Excusable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the Supplemental General Terms and Conditions.

EXTRA WORK – The term "Extra Work" means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Terms and Conditions.

FIELD ORDER – The term "Field Order" means a written order by the City which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

FINAL COMPLETION - The term "Final Completion" means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the City Engineer.

GENERAL TERMS AND CONDITIONS - The term "General Terms and Conditions" refers to the General Terms and Conditions of the Construction Contract, as included in the Contract Documents.

GENERAL REQUIREMENTS – The term "General Requirements" means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Terms and Conditions with regard to Specifications.

PROJECT - The term "Project" means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the City . The Project may be identified by name, location, and/or project number in the Contract Documents.

SEPARATE CONTRACTOR - The TERM "Separate Contractor" means a person or firm under separate contract with the City performing other work at the project site which affects the Work performed under the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Paragraph 3.11, Shop Drawings, Product data, and Samples, of the General Terms and Conditions

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes subcontractors of all tiers.

SUBSTANTIAL COMPLETION - See Paragraph 9.8, Substantial Completion, of the General Terms and Conditions

SUCCESSFUL BIDDER – The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

SUPERINTENDENT - The term "Superintendent" means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS – The term "Supplemental General Terms and Conditions" refers to the Supplemental General Terms and Conditions of the Construction Contract, as included in the Contract Documents.

TIER - The term "tier" means the contractual level of a Subcontractor or supplier with respect to the Contractor.

For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

UNEXCUSABLE DELAY - The term "Inexcusable Delay" means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

WORK - The term "Work" means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the project.

WORK CHANGE DIRECTIVE – See paragraph 7.4, Work Change Directive, of the General Terms and Conditions.

1.2 Contract Document Interpretation

- A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents, or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.
- B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The City of Beaufort Procurement Code will prevail over the Special Supplemental Conditions of this contract. Special and Supplemental Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and General Terms and Conditions.
- C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.
- D. Interpretations of the Drawings and Specifications and their intent, which are necessary for the proper execution, and completion of the Work will be made by the City's Representative or Engineer. Words which have well known technical, or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the City's Representative in writing, or the engineer in writing. The City's Representative or Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The City may consider the interpretation and decision of the Engineer and issue a decision after consultation with the Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Engineer's decision being final and binding upon the City and Contractor. The City's decision shall be final.
- E. The organization of the Specifications into divisions, sections, or articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.
- F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

ARTICLE 2

CITY

2.1 Provided by the City

The City shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the City . Contractor shall report to the City's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, it is the Contractor's responsibility to contact Palmetto Utility Protection Services (PUPS) at 811 or (1-888-721-7877), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

2.2 Right to Stop the Work

The City may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract time.

2.3 Right to Carry Out the Work

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the City to promptly commence and thereafter diligently continue to completion the correction of such failure, the City may, without prejudice to other remedies the City may have, correct such failure at Contractor's expense. In such case, the City will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the City's Representative, Engineer, and City's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the City.

ARTICLE 3

CONTRACTOR

3.1 Contractor's Qualifications

Offeror must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the general terms and conditions of this qualification. The Procurement Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

3.2 Contractor's Responsibility

Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this qualification or to the contract.

3.2.1 The Contractor will be required to assume sole responsibility for the complete effort, as required by this solicitation. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.

3.3 Review of Contract Documents and Field Conditions by Contractor

A The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the City and shall promptly report in writing to the City's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of the City's Representative, the Contractor

shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B. Contractor shall be responsible for all direct costs to City resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Engineer fees and other costs related to correcting such errors and omissions. Such additional costs shall include Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such, re-inspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C. City shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.4 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplemental Conditions identify:

- those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplemental Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any Claim against City, City's Engineer, or any of Engineer's Consultants with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3.5 Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means methods, techniques, sequences, procedures and the coordination of all portions of the Work. Contractor shall be responsible to the City for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor's obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the City or City's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.6 Labor and Materials

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

3.7 Drug-Free Workplace Act Requirement

The Successful Bidder shall be responsible for initiating, maintaining and supervising all drug-free programs in connection with the performance of the Contract. The drug-free programs shall conform to Title 44, Chapter 107, Section 44-107-10 through 44-107-90 of the Code of Laws of South Carolina, 1976, as amended.

3.8 Contractor Warrantee

Contractor warrants to the City that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the City's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of the Work provided by other Contractors.

3.9 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The City, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

3.10 Permits, Fees, and Notices

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, telecommunications, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the City's approval.

3.11 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of the City or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

3.12 Schedules Required of Contractor

A Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the City's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the City's Representative shall provide an orderly progression of the Work to completion within the Contract Time and shall indicate starting and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.

- Contractor shall provide a **twice** monthly update to the progress schedule to the City's Representative with payment application. Additionally, Contractor shall provide an updated 3 week look ahead schedule at the bi-weekly progress meetings. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by City's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages

payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the Supplemental General Terms and Conditions.

C If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D Contractor shall provide a separate schedule for the submittal of shop drawings and samples for City approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these Supplemental General Terms and Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule. The contractor shall also submit to the ENGINEER a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the City. Such Detail drawings shall become property of the City of Beaufort.

E Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.

- The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

3.13 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, City's Representative, and others as appropriate will be held to review for acceptability to City's Representative as provided below the schedules submitted in accordance with paragraph 3.11.

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to City's Representative.

- The progress schedule will be acceptable to City's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on City's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility, therefore.
- Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to City's representative if it provides a workable arrangement for reviewing and processing the required submittals.
- Contractor's schedule of values will be acceptable to City's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.14 As-Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials; equipment and installation methods used for the Work and each revision shall be initialed and dated by the Contractor's Superintendent.

3.15 Substitutions

A Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the City's Representative or Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Engineer do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable

for installation.

B. Unless the specifications or description provides for “or equal,” “equivalent”, or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for City’s Representative or Engineer review as “equal” if:

- In the City Representative’s or Engineer’s sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the City’s Representative or Engineer as an “equal” item, in which instance review and approval of the proposed item may, in the City Representative’s or Engineer’s sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the City Representative or Engineer to be at least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i) no increase in cost to the City , and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the Supplemental General Terms and Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the City’s Representative or Engineer, if deemed appropriate by the City’s Representative or Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The City Representative’s or Engineer’s estimate shall be incorporated in the Contractor’s application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the Supplemental General Terms and Conditions. The City Representative’s or Engineer’s estimate will also serve to advise Contractor of the reimbursement to City when evaluation so indicates.

3.16 Shop Drawings, Product Data and Samples

A. Contractor shall submit three (3) copies of Shop Drawings to the City’s Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the City’s Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to City’s Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blueprints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by City Representative’s review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed City’s Representative at the time of the submittal and City’s representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by City Representative’s review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

3.17 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment; machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

3.18 Access to Work

The City's Representative, employees, and consultants and other persons authorized by the City shall at all times have access to the Work whenever it is in progress.

3.19 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the City of Beaufort Engineer, unless otherwise specified within the Supplemental Conditions. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The City Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to overtime hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The City of Beaufort pay scale will govern with City employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

3.20 Concealed or Unknown Conditions

A Except and only to the extent provided otherwise in Articles 7 and 8 of the Supplemental General Terms and Conditions, by signing the Agreement, Contractor agrees:

- To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract; and
- That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The City has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without a representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against City .

C If concealed or unknown conditions are encountered which require, in opinion of City's Representative, design details which differ from those design details shown in the Contract Documents and the City's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if City agrees with City Representative's determinations, City will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify City's Representative in writing of such conditions so that City's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to City for any extra costs incurred as the Contractor's failure to promptly give such notice.

3.21 Test and Inspections

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless arrangements are made by the City to provide these services. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by an organization acceptable to the City, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

3.22 Acceptance

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the City . The Contractor shall be liable for any and all damages and losses to the Project (whether by

fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the City's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

3.23 Indemnification

Contractor shall indemnify and save harmless the City, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the City or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the City, City's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the City by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 City's Representative

A. The City's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the City. The City's Representative will have the authority to act on behalf of the City only to the extent provided in the Contract Documents. The City's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the City's Representative's site visits and evaluations of Contractor's Applications for Payment, the City's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The City's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The City's Representative will have the authority to stop the Work or any portion thereof. The City's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents; have questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the City's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The City's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the City Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If City and Engineer agree, Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Engineer are as set-forth in Exhibit SC- A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

4.2 Contractor Change Order Request

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the City, City's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in

this Paragraph 4.2. As used in this Paragraph 4.2. Such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the City, the City's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to City's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of City's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by City's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of City's Representative, Contractor shall submit written documentation demonstrating Contractor's entitlement to such an adjustment under Articles 7 & 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the City, the City's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the City, the City's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover, the existence of an unforeseen condition that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request). If City's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the City representative's decision being final and binding upon City and Contractor.

4.3 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between City and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by City, City's Representative, their agents or employees.

If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractor's entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.4 Assertion of Claims

Claims by Contractor shall be first submitted to City's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. City will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing, together with the supporting data specified in Paragraph 4.3 to City's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

4.5 Time Limits and Timely Notice of Contractor Claims

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims for additional compensation or time extension if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

4.6 Decision of City's Representative on Claims

City's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts to Other Contractors for Portions of the Work

Contractor shall submit to City, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If City objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to City with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without City's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to City all of its interests in Subcontracts affecting the Work, effective only if City terminates the Contract for cause and only for Subcontracts designated by City within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and City, except when, and only to the extent that, City elects to accept the assignment of the subcontract with such Subcontractor.

5.2 Separate Contractor Claims

Should Contractor cause damage to the work or property of any separate contractor at the site or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, City, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold City and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against City or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from City or Engineer on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and City and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to City and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

ARTICLE 6

CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

6.1 City's right to Perform Construction and to Award Separate Contracts

City may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with City's own forces or with Separate Contractors. Contractor shall cooperate fully with City's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by City's forces or Separate Contractors. Contractor shall give City's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

6.2 Mutual Responsibility

A. Contractor shall afford City and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of City and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by City or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to City's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by City or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

6.3 City's Right to Clean Up

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, City may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7

CHANGES TO WORK

7.1 Changes

A. City may order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to City. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If City and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3.

C. The recipient must obtain approval from the City or City's representative for all change orders, including no cost change orders, prior to execution of the change order. No work to be done until change order has been approved.

7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both City and Contractor, and states their agreement upon all of the following:

- A change in the Work, if any.
- The amount of an adjustment of the Contract Sum, if any.
- The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the City without the Contractor's signature, where City determines that it is in City's best interest to allow Contractor to receive such an adjustment of the Contract

Sum or Contract Time as City believes to be properly due Contractor, even though no agreement has been reached between City and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by City and Contractor.

7.3 Change Order Procedures

A. City and Contractor shall execute appropriate Change Orders (or Written Amendments) recommended by the City's Representative or Engineer covering changes in the Work which are:

- (i) ordered by the City (ii) required because of acceptance of defective work, or City's correction of defective Work, or (iii) agreed to by the parties;
- changes in the Contract Price or Contract Times which are agreed to by the City and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a **Work Change Directive**; and
- changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the City's Representative, or Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the City and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by City and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

7.5 Unit Price Work

A. A Change Order will be developed to account for any revisions in quantities.

B. City has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form by change order only.

C. City's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. City's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon City and Contractor, subject to the provisions of paragraph 4.3.

7.6 Waiver

A waiver of or failure by City or City's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the City or City's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by City or its agents shall be binding upon City unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8

CONTRACT TIME

8.1 Commencement of the Work

The date of commencement of the Work shall be set forth in the Notice To Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

8.2 Progress and Completion

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to City that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not; except by agreement or instruction of City in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If City's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, City take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from City's representative, Contractor shall immediately notify City's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse City for any extra costs or expenses, including the reasonable value of any services provided by City's employees, incurred by City as the result of such measures.

8.3 Delay

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- to bear the risk of delays to completion of the Work; and
- that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

8.4 Adjustment of Contract Time

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the City's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

8.5 Delays Beyond Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City, acts or neglect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

8.6 Delays Within Contractor's Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

8.7 Delays Beyond City's and Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay

beyond the control of both City and Contractor an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

8.8 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the City Engineer and his decision shall be final. The daily liquidated damages rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

8.9 Waiver

A. In no event shall City, City's Representative, or City's Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

- delays caused by or within the control of Contractor; or
- delays beyond the control of both City and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of City or anyone for whom City is responsible.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. City or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:

- the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- there is no corresponding adjustment with respect any other item of Work; and
- if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. City's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. City's Representative will review with Contractor the City Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). City Representative's written decision thereon will be final and binding (except as modified by City's Representative to reflect changed factual conditions or more accurate data) upon City and Contractor, subject to the provisions in Article 4.

9.3 Progress Payments

City agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:

- Cost of the Work in permanent place as of the end of the preceding month.
- Plus costs of materials stored on site but not yet incorporated in the Work.
- Less amounts previously paid.

9.4 Application for Payment

On or before such date of the month as is established by the City's Representative, Contractor shall submit to City's Representative monthly applications for payment, on a form as provided by the City, together with such supporting data, as City requires. Adjusted progress schedules shall be submitted with Applications for payment and shall be required supporting documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. City's Representative will review the application for payment and submit a Certificate of Payment to City. City will pay to Contractor 90% of the cost of the Work in permanent place and approved by City, less amounts previously paid, **within 20 days after City's Representative's receipt of the Application For Payment** and all required supporting data. The **10% retained** by City will be paid to Contractor in the final payment.

9.5 Certificate for Payment

A. If Contractor has made application in accordance with paragraph 9.4, City's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to City, with a copy to Contractor, a Certificate for Payment for such amount as City's Representative determines to be properly due.

B. Approval of any part of an Application for Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified, and that amount withheld from a current Certificate For Payment on account of any of the following:

- Defective Work not remedied.
- Third-party claims against Contractor or City arising from the acts or omissions of Contractor or Subcontractors.
- Stop notices.
- Failure of Contractor to make timely payments due Subcontractors for material or labor.
- A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- Damage to City or Separate Contractor for which Contractor is responsible.
- Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover City's damages for the anticipated delay.
- Failure of Contractor to maintain and update as-built documents.
- Failure of Contractor to submit schedules or their updates as required by the Contract Documents
- Performance of Work by Contractor without properly processed shop drawings.
- Liquidated damages assessed in accordance with Article 8 of the Agreement.
- Any other failure of Contractor to perform its obligations under the Contract Documents.

9.6 Retention

City shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the City's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

9.7 Beneficial Occupation

City reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

A. City's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to completion of the Contract.

Prior to Beneficial Occupancy, City will issue a certificate of beneficial occupancy on City's form.

- Beneficial Occupancy by City shall not be construed by Contractor as an acceptance by City of that portion of the Work which is to be occupied.
- Beneficial Occupancy by City shall not constitute waiver of existing claims of City or Contract against each other.
- Contractor shall provide, in the areas beneficially occupied and on a 24-hour and 7-day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to City an itemized list of each piece of equipment so operated with the date operation commences.
- The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- City shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- City shall pay all utility costs which arise out of the Beneficial Occupancy.
- Contractor shall not be responsible for providing security in areas beneficially occupied.
- City shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.
- Contractor shall not be required to repair damage caused by City in its Beneficial Occupancy.
- Except as provided in this Article, there shall be no added cost to City due to Beneficial Occupancy.
- Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the City's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair City's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to City's Representative that the Work is substantially complete, unless City's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, City's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. City's Representative will inspect to determine whether the Work is substantially complete. If City Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by City's Representative to determine Substantial Completion. Costs for additional inspection by City's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When City's Representative determines that the Work is Substantially Complete, City's Representative will prepare a Certificate of Substantial Completion in City's format, which, when signed by City, shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for security, maintenance, utilities, insurance, and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:

- Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the City has neither Beneficially Occupied nor accepted as Substantially Complete; or
- Are not accepted by the City.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the City.

9.9 Final Completion and Payment

- A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, City's Representative will make such inspection. Final Completion shall be when City's Representative determines that the Work is fully completed and in accordance with the Contract Documents. City will file a Notice of Completion within 30 days after Final Completion. After receipt of the final Application For Payment, if City's Representative determines that Final Completion has occurred, City's Representative will issue the final Certificate For Payment.
- B. Neither final payment nor any retention shall become due until Contractor submits the following items to City's Representative:
 - The final Application For Payment and all submittals required in accordance with 9.4.
 - All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.
 - The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.
- C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 Safety of Persons and Property

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to City and City's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 Emergencies

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify City's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractors Insurance

A Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the City, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or

resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the City and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.

- B. Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of City of Beaufort General Terms & Conditions , attached hereto and made part thereof.
- C. If required in the Schedule of Insurance Requirements of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplemental Conditions or Laws or Regulations which will include the interests of the City, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- D. If the Work requires entry on any railroad right-of-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

11.2 Insurance Certificates

Before any Work at the site is authorized, Contractor shall deliver to the City Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with the Schedule of Insurance Requirements. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further, the certificates shall state that thirty days prior written notice shall be given to City of cancellation or material change in the policy. If City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, City shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as City may request before any Work at the Site is authorized.

11.3 Waiver of Rights

A. City and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect City , Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplemental Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. City and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against

Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplemental Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by City as trustee or otherwise payable under any policy so issued.

- B. City waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:
- loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to City's property or the Work caused by, arising out of, or resulting from fire

- or other peril whether or not insured by City; and
- loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by City during partial utilization pursuant to paragraph 9.7, after Substantial Completion pursuant to paragraph 9.8, or after final payment pursuant to paragraph 9.9.

11.4 Receipt and Application of Insurance Proceeds

A Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with City and made payable to City as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the moneys so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B City as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to City's exercise of this power. If no such objection is made, City, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party of interest, City as fiduciary shall give bond for the proper performance of such duties.

11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

A If a portion of the Work is covered contrary to City Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the City's Representative, be uncovered for City Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which City's Representative has not specifically requested to observe prior to its being covered, City's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

12.2 Correction of Defective Work

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to City's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from City's Representative or City, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all

costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for City's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities.

12.3 Warrantee Period

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

12.4 Warrantee Inspection

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the City for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Suspension of Work

At any time and without cause, City may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

13.2 Termination for Cause

- a) The occurrence of any one or more of the following events will justify termination for cause:
 - Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);
 - Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
 - Contractor's disregard of the authority of ENGINEER; or
 - Contractor's violation in any substantial way of any provisions of the Contract Documents.
- b) If one or more of the events identified in paragraph 13.2.A occur, City may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere, and finish the Work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by City arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.
- c) Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by City will not release Contractor from liability.

13.3 Termination for Convenience

- a) Upon seven days' written notice to Contractor and Engineer, City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract. In such case, Contractor shall be paid

(without duplication of any items):

- for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.
- for reasonable expenses directly attributable to termination.

b) Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13.4 Termination for Non-Appropriations

Funds for this contract are payable from State and/or Federal and/or City of Beaufort appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to City of Beaufort

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Governing Law

The Contract shall be governed by the laws of the State of South Carolina.

14.1.1 S.C. Law Clause

Upon award of a contract under this qualification, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in City of Beaufort. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in City of Beaufort, by submission of this signed qualification the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of City of Beaufort, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

14.2 Successors and Assigns

City and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

14.3 Rights and Remedies

All rights and remedies of City under the Contract are cumulative with all other rights and remedies of City under the Contract or at law or in equity. No act or failure to act by City or City's Representative shall constitute a waiver of a right under the Contract, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by City or City's Representative of any breach or default

shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against City, City's Representative, or Contractor.

14.4 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

14.5 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supersede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

14.6 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Notices

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

14.8 Patents and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of City or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by City in the Contract Documents. City or Engineer has no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City, City's officers, agents, employees, Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

ARTICLE 15

STATUTORY LANGUAGE REQUIREMENTS

15.1 Scope

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility to comply with all Laws and Regulations as set forth in the Contract Documents.

15.2 Affirmative Action

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

CITY OF BEAUFORT

SPECIAL PROVISIONS



SC-170 SIDEWALK EXTENSION PROJECT

RFP NO. 2024-108

UTILITIES

CONTRACTOR to coordinate existing water main, sewer, and gas relocations with the following agencies in accordance with the details found in the scope of work:

- **EXISTING WATER, SEWER & GAS LOCATION**

Beaufort Jasper Water & Sewer Authority – (843) 987-8077

Dominion Energy Gas – (843) 816-1205

- **OTHER PERTINENT UTILITY AGENCIES FOR THIS CONTRACT**

Dominion Energy Electric – (843) 505-0696

Brightspeed Telecommunications– (843) 521-7424

Hargray Telecommunications – (843) 575-1207 or (843) 694-1780

SITE LIGHTING

STREET LIGHTING

The Unit Price Bid for the Street Lighting, if scheduled to be part of the Contract, shall include (but not limited to) all costs for all labor, equipment, and material for installing the items indicated on the drawings and in the details to provide a complete conduit system.

The unit price shall include all costs for trenching conduit, pull strings, backfill, patching, and any other item of work to install the conduit system to serve the street light locations shown on the drawings. It shall include all costs for coordination to install the system as much as possible within the limits of project demolition and in accordance with all applicable electrical codes.

Measurement will be on linear feet basis of 2" PVC Street Lighting Conduit installed.

The unit price shall include all costs for Street Lighting-Foundations, if scheduled to be part of the Contract, including (but not limited to) furnishing all material, labor, and equipment required to install light pole bases or foundations (including concrete and reinforcement) as shown on the Drawings. Street Light Foundations that are not set at the correct elevation will not be measured for payment.

Measurement will be in the number of light pole bases or foundations in place and accepted.

Payment, at the Unit Price Bid, will be full compensation for the work completed.

STREET LIGHTING POLES AND BASES/LIGHT FIXTURES/LAMPS

The Unit Price Bid for Furnishing Street Lighting-Poles & Fixtures, if scheduled to be part of the Contract, shall include (but not limited to) furnishing all material, labor, and equipment required to allow for the installation of light poles and fixtures as shown on the Drawings. Street Light Poles and fixtures that are not fully operational will not be measured for payment.

The Contractor will install the light poles, fixtures, and do the electrical wiring. Dominion Energy shall be responsible for final wiring in the hand holes to energize the lights.

Measurement will be in the number of light poles with fixtures in place and accepted.

The amount to be paid, if scheduled to be part of the Contract, under this item shall be the actual direct cost to the Contractor for furnishing and installing the selected street light poles and bases, light fixtures, and lamps. All other costs associated with this work, including but not limited to charges for overhead, profit, insurance, and incidental expenses, shall be included in the bid item for Street Lighting.

The light poles and fixtures shall be per the Contract drawings and Contract Specifications in Special Provisions.

CONDUITS AND FITTINGS (SCHEDULE 40 PVC)

The Unit Price Bid for conduits, if scheduled to be part of the Contract, shall include all costs for furnishing all labor and equipment to install conduits at locations shown on the drawings. The price shall include all fittings. Conduits shall be properly terminated where necessary and completely mandrelled, cleaned, and pull lines installed, with ends sealed from the weather. No additional compensation will be given for fittings and sweeps. The unit price for this item shall include all costs for furnishing all material, labor, and equipment to provide trenching, back filling with flowable fill and patching for miscellaneous conduits extending from the duct banks. Use common trench where more than one conduit is shown.

Measurement will be on a per linear foot basis for each type of conduit installed.

Payment, at the Unit Price Bid, will be full compensation for the work satisfactorily completed.

The Unit Price Bid for Street Lighting-Foundations, if scheduled to be part of the Contract, shall include (but not limited to) furnishing all material, labor, and equipment required to install light pole bases or foundations (including concrete and reinforcement) as shown on the Drawings. Street Light Foundations that are not set at the correct elevation will not be measured for payment.

Measurement will be in the number of light pole bases or foundations in place and accepted.

LANDSCAPING - PERMANENT GRASSING FOR SMALL PROJECTS

PERMANENT GRASSING FOR SMALL PROJECTS

Small Projects are defined as projects which do not require coverage under the NPDES General Permit for Stormwater Discharges from South Carolina Department of Transportation Construction Activities (SCR160000). In addition, projects consisting of improving shoulders with a width of less than six feet due to backfill from resurfacing or upgrading deficient shoulders are also exempt from NPDES requirements and are classified as Small Projects.

SEEDING DATES AND RATES OF APPLICATION

Use seed that conforms to all state laws and all requirements and regulations of the South Carolina Department of Agriculture (SCDA). Seeds containing species designated by the State Crop Pest Commission as a plant pest (i.e., noxious weeds) are not permitted. Using the pre-blended permanent seed mixtures included in QPL 88 or the seeding tables of this Specification, the Contractor will create a seeding plan and determine all rates of application necessary to produce the required stand of grass and follow the application procedures as specified herein. The RCE reserves the right to reject or approve all seeding plans before permanent grassing for small projects applications are initiated.

Perform seeding work during the periods and at the rates specified in Section 1.5 of this Specification.

SEEDBED PREPARATION

Ensure that the seedbed is prepared and uniform, remove stones larger than two and one-half (2½) inches in any dimension, large clods, roots, or other debris brought to the surface. An acceptable method of preparing the seedbed on slopes is vertically tracking the seedbed up and down the slope with proper equipment.

Use select material, compost or other acceptable soil amendments as directed by the RCE for shoulders and slopes if good seedbed material is not located on site.

PERMANENT GRASSING FOR SMALL PROJECTS APPLICATION

Select nutrients based on applying slow-release nitrogen (N) at a 120 lb./acre application rate and select phosphorus (P) and potassium (K) based on experience and past success. Soil samples, watering and any other section of this Specification can be used to obtain better results but are not required unless directed by the RCE. If granular fertilizer and lime are used, sow seed within 24 hours following the application and preparation of the seedbed. Uniformly sow seed at the rate specified in Section 1.5 by the use of approved mechanical seed drills, rotary hand seeders, hydraulic equipment, or any other type of equipment that produces a uniform seed and nutrient application.

Permanent grassing for small projects does not require the application of mulch when the width of the seeding application is less than six (6) feet and seeding is compacted using a culti-packer or light roller. Compaction is not necessary if seeds are planted by mechanical seed drills that perform a compaction procedure. Track slopes inaccessible to compaction equipment prior to seeding. Slopes that cannot be tracked will be stabilized with the appropriate mulch.

Do not use permanent grassing for small projects when the ground is frozen and/or when the 10-day forecasted low temperature remains below 35 degrees Fahrenheit. Do not perform permanent grassing for small projects when the ground is excessively wet. Do not perform permanent grassing for small projects when the ground is excessively dry (periods of drought) unless watering is specified in the Contract or directed by the RCE. During periods of adverse conditions, use temporary cover by mulch according to this Specification.

ACCEPTANCE OF PERMANENT GRASSING FOR SMALL PROJECTS

Before acceptance of permanent grassing for small projects, a perennial vegetative cover with a uniform density of 70% of the seeded area is required by the Contractor. A well-developed root system must be established to sufficiently survive dry periods and winter weather and be capable of re-establishment in the spring.

PAYMENT FOR PERMANENT GRASSING FOR SMALL PROJECTS

Payment for the accepted quantity for this pay item, measured in accordance with this Specification, is determined using the Contract unit bid price for this pay item. The payment includes all direct and indirect costs and expenses necessary to complete the work.

Payment for permanent grassing for small projects is full compensation for furnishing all materials, including seed, agricultural granular lime, fast acting lime, granular fertilizer, biological growth stimulants, mulch, straw or hay with tackifier, HECP, RECP, Inlet Structure Filter Type F - Non-Weighted (Slope Interruption Devices), select material, compost, other soil amendments, water, labor, equipment, tools, supplies, transportation, all other materials, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, Specifications, and other terms of the Contract. Payment is up to 100% of the Contract unit price for permanent grassing for small projects upon installation which meet the requirements of this Specification.

If a satisfactory stand of perennial vegetative cover with a uniform density of 70% of the seeded area is not achieved within 45 days of sowing the permanent seed, the seeded area will be re-assessed by the RCE. If re-seeding is necessary the Contractor is required to reapply permanent cover within 7 days at no additional cost to SCOT.

END OF SECTION

SCDOT

LOCAL PUBLIC AGENCY (LPA) SPECIAL PROVISIONS



SC-170 SIDEWALK EXTENSION PROJECT

RFP NO. 2024-108

The General Provisions of the Contract shall be as listed in the South Carolina State Highway Division, Standard Specifications for Highway Construction, Edition of 2007, Section 100 General Provisions, Sections 101 - 109.10 inclusive, except as noted & amended elsewhere herein.

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SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

<u>PROPOSAL ID</u>	<u>PROJECT ID</u>	<u>COUNTY</u>
1	1	1

This project is to be constructed under the South Carolina Department of Transportation's Specifications For Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions.

STANDARDS AND REFERENCES:

This project is to be constructed under the SCDOT 2007 Standard Specifications for Highway Construction, the 2009 SCDOT Standard Drawings, the SCDOT 2004 Construction Manual, the SCDOT Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions:

The above noted publications are available on the internet as follows, or may be obtained from the SCDOT Engineering Publications office at (803) 737-4533 or via e-mail at enrpubsales@dot.state.sc.us

SCDOT 2007 Standard Specifications for Highway Construction	http://www.scdot.org/doing/doingPDFs/2007_full_specbook.pdf
2009 SCDOT Standard Drawings	Standard Drawings Disclaimer
SCDOT 2004 Construction Manual	SCDOT Construction Manual (2004)
SCDOT Supplemental Technical Specifications	Supplemental Technical Specifications
South Carolina Manual on Uniform Traffic Control Devices (SCMUTCD)	http://www.scdot.org/doing/technicalPDFs/mutcdSupp/supplement_mutcd.pdf
Approved Products List for Traffic Control Devices in Work Zones	Traffic Engineering Manuals

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

See attached Supplemental Specification dated **January 1, 2017** on page **87**.

DIVISION 100: CONSTRUCTION MANAGEMENT SYSTEM:

All references to SiteManager are hereby revised to SCDOT's Construction Management System.

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SPECIAL PROVISIONS

SECTION 101: SUBSTANTIAL COMPLETION OF WORK

Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

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

DIVISION 100: STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the Current Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at <https://www.scdot.org/business/standard-drawings.aspx>. All drawings that are updated are labeled with their effective letting date in red.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system (prior to 2007) are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers. "Old sheet numbers" are also visible on the website when using the full set of drawings "current" search and are sortable by clicking the header "Old Sheet #" on the results page. Be aware that some older drawings now span over multiple pages due to detailing changes.

DIVISION 100: MOST RECENT EFFECTIVE UPDATES:

The following drawings were removed, updated, or added effective with the January 2019 letting. See section 103 for imminent drawings on future lettings.

403-205-01	721-1	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
403-205-02	S 805-9B	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
403-210-00	721-1A	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
605-010-01	605-3(1)	CONSTRUCTION SIGNING - PERMANENT WORK ZONE SPEEDING - \$200 FINE PRIMARY ROUTES	JANUARY 2019 UPDATE
605-015-00	605-4	CONSTRUCTION SIGNING - PERMANENT WORK ZONE SPEEDING - \$200 FINE INTERSTATE ROUTE	JANUARY 2019 UPDATE
605-025-03	605-5(1)	CONSTRUCTION SIGNING - SPECIAL SIGNS \$5000 FINE FOR VIOLATIONS	JANUARY 2019 UPDATE

SPECIAL PROVISIONS			
610-005-00	610-1	FLAGGING OPERATION TWO-LANE TWO-WAY PRIMARY & SECONDARY ROUTES	JANUARY 2019 UPDATE
610-005-20	2019U PDAT E	FLAGGING OPERATION WORK ZONE THRU STOP SIGN CONTROLLED SIDE ROADS	JANUARY 2019 UPDATE
610-005-30	2019U PDAT E	FLAGGING OPERATION WORK ZONE CONTINUE THRU STOP CONTROL INTERSECT ALL APPROACH	JANUARY 2019 UPDATE
610-005-40	2019U PDAT E	FLAGGING OPERATION WORK ZONE THRU TRAF SIGNAL W/LAW ENFORCEMENT OFFICERS	JANUARY 2019 UPDATE
610-005-50	2019U PDAT E	FLAGGING OPERATION WORK ZONE CONTINUE THRU TRAF CONTROL INTERSECT W/FLAGGER	JANUARY 2019 UPDATE
610-005-60	2019U PDAT E	FLAGGING OPERATION WORK ZONE TERMINATE @ INTERSECT W/2-LANE 2-WAY ROAD DEPARTURE	JANUARY 2019 UPDATE
610-005-70	2019U PDAT E	FLAGGING OPERATION INTERSECTIONS W/TWO-LANE TWO-WAY ROADWAYS APPROACH LANE	JANUARY 2019 UPDATE
610-005-80	2019U PDAT E	FLAGGING OPERATION STOP SIGN CONTROL INTERSECTION W/LOW SPEED ≤ 35 MPH	JANUARY 2019 UPDATE
610-005-90	2019U PDAT E	FLAGGING OPERATIONS STOP SIGN CONTROL INTERSECTION 40MPH-60MPH MULTILANE ROAD	JANUARY 2019 UPDATE
610-515-00	610-28	EXTENDED ROAD CLOSURE OF NEW ROADWAY ALIGNMENT	JANUARY 2019 UPDATE
719-115-00	REPLA CED	INSTRUCTIONS FOR DROP INLET TYPE 115 DI115 (PHASED OUT 1/2019)	USE DI125 OR 24X36 DI, DI115 PHASED OUT 1/2019
719-920-00	NEW 2019	4' SLOPE FLUME (CURB STYLE WITH CUTOFF WALLS)	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED
805-001-01	NEW2 018	PERMANENT BARRIER GENERAL NOTES - GUARDRAIL, RIGID BARRIER, FLEXIBLE BARRIER	REVISED NOTE 10.11
805-001-02	NEW2 016	PERMANENT BARRIER GENERAL NOTES - GUARDRAIL, RIGID BARRIER, FLEXIBLE BARRIER	REVISED NOTES 50.01 & 50.02
805-090-00	NEW 2019	GUARDRAIL FABRICATION DETAILS NOTICE	NOTICE THAT FABRICATION DETAILS ARE COVERED IN STATUS FABRICATION
805-115-10	NEW 2018	SITE GRADING FOR LEADING END TREATMENT MT3 (TL3)	CORRECT SHOULDER GRADING REMOVE "24:1 LABEL", FONT
805-115-50	NEW 2018	SITE GRADING FOR LEADING END TREATMENT MT2 (TL2)	CORRECT SHOULDER GRADING REMOVE "24:1 LABEL", FONT
805-210-05	MASH UPDA TE	MGS3 GUARDRAIL WITH 1 OMITTED POST (12' CLEAR SPAN)	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED
805-325-30	805- 325-00	MTBBC3 APPROACH STIFFNESS TRANSITION TL3	CORRECTS PAY ITEMS

SPECIAL PROVISIONS			
805-325-50	805-325-00	MTBBC2 APPROACH STIFFNESS TRANSITION TL2	CORRECTS PAY ITEMS
805-325-70	805-325-00	APPROACH STIFFNESS TRANSITION CURB TO FLUME FOR CB	CORRECTS FLUME LOCATION AND CURB LENGTH
805-325-75	NEW 2019	FLUME INLET AT GUARDRAIL (HANDWORK)	WORKS WITH STANDARD FLUME 719-920-00
805-325-76	NEW 2019	FLUME INLET AT GUARDRAIL (HANDWORK)	WORKS WITH STANDARD FLUME 719-920-00
805-520-00	NEW 2011	GUARDRAIL POST INSTALLATION IN PARTIALLY WEATHERED ROCK (PWR)	MASH DETAIL, USES FULL LENGTH POST
805-545-00	MASH UPDA TE	GUARDRAIL RELATED MULTIPLE OFFSET BLOCKS FOR MGS AND MTBBC SERIES DEVICES	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED
805-600-00 to 705-779-99	PRE MASH	DRAWING NUMBERS RESERVED FOR PREMASH GUARDRAIL DETAILS. UPDATED DRAWINGS PENDING.	ATTACH TO EXISTING RAIL OR WHERE MASH DEVICE DOES NOT FIT
805-785-00	NEW2 017	NARROW & WIDE CRASH CUSHIONS	MASH UPDATE TO CRASH CUSHIONS
805-825-00	MASH UPDA TE	SHAPE TRANSITION THRIE-BEAM TO SINGLE SLOPE	REVISED END BEVELS AND MASH GUARDRAIL GEOMETRY

DIVISION 100: IMMINENT STANDARD DRAWINGS:

On the Standard Drawings search page, enter status of Imminent with other fields blank to see a list of upcoming Standard Drawings and their corresponding effective let date. Imminent drawings may be used at any time they are available if approved by the Resident. Follow procedure shown in imminent drawings when noted in this section.

Imminent Drawings will be made available as soon as they are signed.

DIVISION 100: STANDARD DRAWING ERRATA:

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

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

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

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

4. The square footage of sign panels attached to 2½" x 2½" 12 gauge sign support secured to a 3" x 3" 7 gauge breakaway anchor shall not exceed 20 square feet.

On sheet **610-005-00 (ver 5-1-18)** added the following definition to Note 1 of Flagging Operations section:

SPECIAL PROVISIONS

SIDE ROAD FLAGGER – This flagger is stationed on an intersecting side road and controls the side road traffic entering into the roadway where the work activity area is located.

On sheet **610-005-20 (ver 5-1-18)** added Note 5 :

5. When the work proceeds through a “STOP sign controlled” “SIDE ROAD” intersection continue the work operations through the intersection to a specific location point within the “DEPARTURE LANE” no less than 300 FT to 500 FT beyond the limits of the intersection to allow the work train and all portions of the lane closure to clear the intersection.

On sheet **610-005-20 (ver 5-1-18)**

Added dimension “300'-500” for the work activity area after the intersection.

On sheet **610-005-30 (ver 5-1-18)** added Note 5 :

5. When the work proceeds through a “STOP SIGN CONTROLLED” intersection continue the work operations through the intersection to a specific location point within the “DEPARTURE LANE” no less than 300 FT to 500 FT beyond the limits of the intersection to allow the work train and all portions of the lane closure to clear the intersection.

On sheet **610-005-40 (ver 5-1-18)** added Note 5 :

5. When the work proceeds through a “TRAFFIC SIGNAL CONTROLLED” intersection continue the work operations through the intersection to a specific location point within the “DEPARTURE LANE” no less than 300 FT to 500 FT beyond the limits of the intersection to allow the work train and all portions of the lane closure to clear the intersection.

On sheet **610-005-50 (ver 5-1-18)** added Note 5 :

5. When the work proceeds through a “TRAFFIC SIGNAL CONTROLLED” intersection continue the work operations through the intersection to a specific location point within the “DEPARTURE LANE” no less than 300 FT to 500 FT beyond the limits of the intersection to allow the work train and all portions of the lane closure to clear the intersection.

On sheet **610-005-60 (ver 5-1-18)** Title block changed :

Title block now reads “Flagging Operations – Work Zones Beginning @ Intersections with Two-Lane Two-Way Roadways – Departure Lane.”

On sheet **610-005-70 (ver 5-1-18)** Title block changed :

Title block now reads “Flagging Operations – Work Zones Terminating @ Intersections with Two-Lane Two-Way Roadways – Approach Lane.”

On sheet **610-005-80 (ver 5-1-18)** Note 6 revised:

6. Dependent upon the location of the work zone in the “Departure Lane” or the “Approach Lane” of the two-lane two-way road, when the work zone progresses to a location that requires conversion from this flagging operation traffic control setup to a standard flagging operation traffic control setup or vice versa, comply with the requirements of Standard Drawing No. 610-005-60 or Standard Drawing No. 610-005-70 as necessary regarding these conversions.

On sheet **610-005-90 (ver 5-1-18)** Note 6 revised:

SPECIAL PROVISIONS

6. Dependent upon the location of the work zone in the "Departure Lane" or the "Approach Lane" of the two-lane two-way road, when the work zone progresses to a location that requires conversion from this flagging operation traffic control setup to a standard flagging operation traffic control setup or vice versa, comply with the requirements of Standard Drawing No. 610-005-60 or Standard Drawing No. 610-005-70 as necessary regarding these conversions.

In Section 714-000 – Pipe Culverts (Permanent) (ver January 2011)

Delete and replace all references to P1 Biaxial Geogrid with B4 Geogrid on all Drawings within this Section of the Standard Drawings.

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

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

2'-6" minimum

On sheet 720-901-01 (ver Feb 2015) replace note 5.04 with:

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

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

French Drain see note 4.5.

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

Delete (SF)

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

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

On sheet 722-305-00 (ver May 2010) change general note 3.3 2nd sentence & Detail 4:

Place Class 2 Type C Geotextile for Erosion Control under riprap as specified in SCDOT Standard Specification.

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

Riprap (Bridge End)

On sheet 804-105-00 (ver May 2008) Change Note 2: Geotextile Pay Item to:

8048210 Geotextile for Erosion Control under riprap (Class 2) Type C.... SY

On sheet 804-205-00 (ver May 2009) Change Note 2: Geotextile Pay Item to:

8048210 Geotextile for Erosion Control under riprap (Class 2) Type C.... SY

On sheet 804-305-01 (ver Jul 2017) Change Note 4: Geotextile Pay Item to:

8048210 Geotextile for Erosion Control under riprap (Class 2) Type C.... SY

On sheet 804-305-02 (ver Jul 2017) Change Section A: Geotextile Note to:

SPECIAL PROVISIONS

Geotextile for Erosion Control under riprap (Class 2) Type C

On sheet 804-310-00 (ver Jul 2017) Change Note 3: Geotextile Pay Item to:

8048210 Geotextile for Erosion Control under riprap (Class 2) Type C.... SY

On sheet 805-001-01 Jan 2019 version, replace note 25.06 with:

25.06 FOR PROJECTS THAT SPECIFY PREMASH DEVICES (W-BEAM, TYPE T, TBBC, TYPE B, ETC.) INSTALL W-BEAM RAIL HEIGHT AT 29" +/- 1" (PREVIOUSLY NOTED AS 27.75" +3"/-0").

On sheet 805-220-00 (ver Jul 2018) replace note 5:

FOR SITES WITH BRIDGES, BOLT GUARDRAIL TO BRIDGE PARAPET AS REQUIRED IN STIFFNESS TRANSITION, AND HOLD FACE OF GUARDRAIL POSITION (TYPICALLY 5'-3" FROM FACE OF CURB) THROUGH STIFFNESS TRANSITION. Make any necessary adjustments to face of guardrail within the LONGITUDINAL BARRIER. INSTALL END TREATMENT so that impact head is beyond the back of sidewalk.

On website, drawings between 805-500-00 and 805-779-99 are reserved as PREMASH standards. Do not value engineer or otherwise substitute PREMASH devices in any location where it has been determined that MASH devices fit and are specified. If MASH devices do not fit site condition, install PREMASH only upon approval by the Resident Engineer. Note that during MASH implementation, some PREMASH details may be published with old drawing numbering and a cover sheet that addresses drawing and pay item changes.

On sheets 805-860-xx (05, 10, 15, 20, 24, 30) (ver Jan 2016):

All references to toe drain details are revised to refer to drawing 805-875-10 (correct all notes pointing to drawings 805-895-00 or other incorrect drawing numbers.)

SECTION 102: UNIQUE ENTITY ID (SAM) REQUIREMENT FOR ALL PROJECTS

The Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (<http://sam.gov>) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

The Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

SECTION 105: BRIDGE INSPECTION ACCESS

Description:

The contractor shall allow SCDOT personnel (or their designee) access to all existing bridges within the project limits to perform periodic bridge condition evaluations. The purpose is to ensure that SCDOT complies with National Bridge Inspection Standards (NBIS) regulations. These evaluations may include routine, underwater, fracture critical, or special inspections. The Department (or their designee) shall give two weeks' notice to the Contractor of planned inspections. The Contractor shall schedule construction activities to allow unimpeded access to such bridges during NBIS inspections. The contractor shall notify the RCE four weeks prior to opening any new, widened, stage constructed or rehabilitated bridge to traffic to allow an initial bridge condition evaluation, an inventory inspection, and an inventory underwater inspection (if needed). Bridges, including temporary bridges, should not be opened to traffic prior to completion of the NBIS inspection(s).

SECTION 105: SCDOT COMPUTER USAGE POLICY:

The **CONTRACTOR** and its designated employees, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to follow **SCDOT's**

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SPECIAL PROVISIONS

Acceptable Computer Usage Policy (http://www.dot.state.sc.us/pdf/departamental_directives/updated/DD37.pdf) which establishes guidelines for acceptable use and confidentiality of **SCDOT**'s information technology for data entry into **SCDOT**'S computer system; provided that the section of the Policy pertaining to SCDOT's right to inspect any users email at any time is qualified to reserves unto SCDOT the right to inspect contractor or subcontractor emails that are SCDOT business related, including emails that are related to the services with which contractor is under contract.

The **CONTRACTOR** and its designated employees, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to also follow **SCDOT**'s IT Security Policy (http://www.dot.state.sc.us/pdf/IT_Security_Policies_09042012.pdf), which sets forth **SCDOT** IT Security Policy including Network Security Policy, Network Access and Authentication Policy, Physical Security Policy, Backup Policy, Incident Response Policy, Corporate Security Policies, VPN Site-to-Site Policy, Wireless Access Policy, Remote Access Policy, Confidential Data Policy, Guest Access Policy, Third Party Connection Policy, Outsourcing Policy, and Mobile Device Policy; the South Carolina Act 190 of 2008; the Financial and Identity Theft Protection Act; and the Personal Financial Security Act. Prior to access to the **SCDOT** network, each person designated by the **CONTRACTOR** is required to sign an acknowledgment of the DD37 policy requirements.

The **CONTRACTOR**'s obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights **SCDOT** may have, and notwithstanding any other term of this contract, the **CONTRACTOR** agrees that **SCDOT** may have no adequate remedy at law for a breach of the **CONTRACTOR**'s obligations under this clause and therefore **SCDOT** shall be entitled to pursue equitable remedies in the event of a breach.

is responsible for ensuring that it, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. **CONTRACTOR**, subcontractors and subcontractors shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. **CONTRACTOR** shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subcontractor or subcontractor to have access to SCDOT data. **CONTRACTOR** shall provide SCDOT, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

SECTION 106: TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT:

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

SECTION 106: QUALIFIED PRODUCT LISTINGS

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all

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references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003** on page **96**.
This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

The deputy secretary for engineering, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be provided to the resident construction engineer for inclusion in the final plans.

The last paragraph is hereby deleted and replaced with the following:

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at <https://www.scdot.org/business/road-technical-specs.aspx>.

SECTION 106: SOURCE OF PRODUCTION OF IRON AND STEEL PRODUCTS AND CONSTRUCTION MATERIALS:

See attached Supplemental Specification dated **January 1, 2023** on page **99**.

SECTION 107: Project Bulletin Boards:

In accordance with the Required Contact Provisions Federal-Aid Construction Contracts Section II, Item 3, Part d, add the following:

Single Location Projects – On projects in which work is performed at a single location (such as bridge replacement projects, two-lane to five-lane widening projects, etc.), mount the project bulletin board in a permanent location within the project limits so that it is visible and accessible at all times.

Multiple Location Projects – On projects in which work is being performed or has the capability of being performed at multiple locations (such as resurfacing projects, pavement marking projects, etc.), display a portable bulletin board with at least one of the prime contractor’s work crews. If the prime contractor is not performing work, display the portable bulletin board with at least one of the subcontractor’s work crews. Display the portable bulletin board in a location and a manner that is acceptable to the RCE. Notify the RCE and all subcontractors as to the location of the portable bulletin board. On resurfacing projects, mount an additional project bulletin board in a permanent location at the asphalt plant supplying asphalt mix to the project so that it is visible and accessible at all times.

SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:

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Attention is directed to this Federal Legislation, which has been enacted into law. The contractor will be responsible for carrying out all of the provisions of this legislation, which may affect this contract.

SECTION 107: APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES:

See attached Supplemental Specification dated **June 13, 1990** on page **100**.

SECTION 107: REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS:

See attached Supplemental Specification dated **July 1, 2021** on page **101**.

SECTION 107: DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOALS AND REQUIREMENTS:

The DBE goal for the project is as follows:

DISADVANTAGE BUSINESS ENTERPRISES CONTRACT GOAL **10 %**

See attached Supplemental Specification entitled special provision "Disadvantaged Business Enterprises (DBE)" dated **July 1, 2019** on page **102** for specific requirements that must be met.

The contractor's attention is invited to the electronic DBE BIN file found on the electronic bidding service website, *Bid Express*, containing data from the "Directory of Certified Disadvantaged Business Enterprises" approved for use in each particular letting. It specifies the amount (percentage) that the contractor may count toward its appropriate DBE Goals of expenditure for materials and supplies obtained from DBE Suppliers and Manufacturers.

SECTION 107: CARGO PREFERENCE ACT REQUIREMENTS:

(a) Use of United States-flag vessels – General Provisions:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

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(b) Use of United States-flag vessels - The contractor agrees:

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

SECTION 107: IRAN DIVESTMENT ACT:

By submission of this bid/proposal, the bidder/proposer as the prime contractor/consultant/vendor does hereby certify his compliance to the following:

1. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the SCDOT to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the SCDOT immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2. ONGOING OBLIGATIONS: (a) You must notify SCDOT immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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

SECTION 107: LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS:

See attached Supplemental Specification dated **August 7, 1991** on page **117**.

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SECTION 107: DBE PARTICIPATION:

The Bidder is encouraged to use DBE subcontractors on this project. All DBE participation shall be reported to the RCE on the DBE Quarterly Report.

SECTION 107: CRANE SAFETY:

See attached Supplemental Specification dated August 1, 2013 on page **97**.

SECTION 107: REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:

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

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

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

SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS

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

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

SECTION 107: SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITY TRAINING SPECIAL PROVISIONS:

See attached Supplemental Specification entitled "Specific Equal Employment Opportunity Responsibilities Training Special Provisions" dated **August 20, 1975**, revised **February 17, 2000**. on page **118**.

The Supplemental Specification states "...the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program." The Contractor is advised that the Department will not accept bids with any unit price other than \$0.80/Hr.

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for the item: ON-THE JOB TRAINEE. Bids that are submitted with any other unit price will be corrected by the Department to \$0.80/Hr., and the Grand Total bid amount adjusted accordingly.

SECTION 203: MUCK EXCAVATION:

See the attached Special Provision dated **July 1, 2017**, on page **133**.

SECTION 203: BRIDGE LIFT MATERIALS

See attached Supplemental Specification dated **March 8, 2016** on page **134**.

SECTION 208: FINE GRADING:

See attached Supplemental Specification Dated **January 4, 2012**, on page **136**.

SECTION 305: MAINTENANCE STONE:

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

SECTION 401: LIQUID ASPHALT BINDER AND ADDITIVES:

See attached Supplemental Specification dated **January 1, 2019** on page **137**.

SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:

See attached Supplemental Specification dated **July 1, 2010** on page **139**.

SECTION 401: SLOPED EDGE LONGITUDINAL SHOULDER JOINTS:

See attached Supplemental Specification Dated **July 1, 2019**, on page **140**.

SECTION 401: MATERIAL FOR FULL DEPTH PATCHING:

See attached Supplemental Specification Dated **January 1, 2018**, on page **141**.

SECTION 401: REMOVAL OF EXISTING ASPHALT PAVEMENT BEFORE PATCHING:

See attached Supplemental Specification Dated **January 1, 2018**, on page **141**.

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DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

DIVISION 600: TRAFFIC CONTROL:

See attached Supplemental Specification dated **July 1, 2019** on page **143**.

DIVISION 600: ASSISTANCE BY HIGHWAY PATROL AND LOCAL LAW ENFORCEMENT:

See attached Supplemental Specification dated **July 1, 2018** on page **146**.

DIVISION 600: TRAILER MOUNTED AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM (AFAD):

See attached Supplemental Specification dated **September 1, 2012** on page **147**.

DIVISION 600: WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS FOR CONTRACTORS / SUBCONTRACTORS:

See attached Supplemental Specification dated **July 1, 2020** on page **152**.

SECTION 602: GENERAL REQUIREMENTS FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES IN THE WORK ZONE:

Delete **Section 602.1.11**.

(1) SECTION 602: PERMANENT CONSTRUCTION SIGNS:

Utility locations must be performed prior to the placement of Permanent Construction Signs. State Law requires that the location of each sign be marked with a white line in the roadway or a stake in the shoulder. The locator company will mark 25 feet on either side of the location. The responsibility for marking the sign locations prior to the contractor calling PUPS for utility locate lies with the party responsible for lines and grades on the project. If Construction Lines and Grades is a pay item, then the Prime Contractor is responsible for marking the sign location. If this is not included, it is the Department's responsibility to mark the locations.

Prior to marking the sign location, care must be taken when marking the signs to ensure that there are no obstructions or other mitigating factors that will cause the sign to be moved outside of the 50 foot utility window. Any costs associated with staking out the sign locations are considered incidental to the cost of Permanent Construction Signs.

Requests for utility locates must be specific and isolated to the sign locations if no ground disturbing activities are occurring outside of the sign placement.

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SECTION 610: WORK ZONE TRAFFIC CONTROL PROCEDURES:

The first sentence of Section 610.3 of the 2007 Standard Specifications is hereby revised to:

“Ensure that background color of personal protective apparel is either fluorescent Yellow-Green or fluorescent Orange-Red, and meets ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 2 (or Class 3 as necessary) Performance Criteria, or latest edition.”

Note #12 of Standard Drawing 610-005-00 is hereby revised to:

“During nighttime flagging operations, flaggers shall wear a Safety Vest and Safety Pants meeting ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 3 Performance Criteria, or Latest Edition, and a Hardhat. The color of the apparel background material shall be either fluorescent Yellow-Green or fluorescent Orange-Red.”

DIVISION 600, Etc.: ADHESIVELY BONDED ANCHORS AND DOWELS:

See attached Supplemental Specification dated **September 1, 2008** on page **155**.

This Supplemental Specification applies when Adhesively Bonded Anchors or Dowels are called for in the Plans or Detailed Drawings.

The following Standard Drawings have been identified as showing Adhesively Bonded Anchors or Dowels:

605-205-03	Temporary Concrete Barrier
605-210-04	Temporary Concrete Barrier
605-310-01	Temporary Concrete Barrier
605-315-00	Temporary Concrete Barrier
605-320-00	Temporary Concrete Barrier
605-325-00	Temporary Concrete Barrier
605-330-00	Temporary Concrete Barrier
651-105-00	Barrier Mounted Sign Post
657-100-00	Overhead Sign Support Roadway Bridges
722-105-01	Box Culvert (Used to connect headwall, wingwalls, and for extensions)
805-120-00	Guardrail (W Beam) Base Plate Connection
805-405-03	Guardrail (Tubular Beam) Bridge Railing
805-405-04	Guardrail (Tubular Beam) Bridge Railing
806-505-00	Fence (Ornamental Steel Picket)

It is the contractor’s responsibility to determine if Adhesively Bonded Anchors or Dowels are a part of the project, and to comply with the provisions of the Supplemental Specification.

SECTION 702: LIQUID CURING COMPOUNDS:

See attached Supplemental Specification dated **January 1, 2018** on page **159**.

SECTION 707: PRESERVATIVE TREATMENT OF WOOD PRODUCTS:

See attached Supplemental Specification dated **July 1, 2022** on page **160**.

SECTION 714: SMOOTH WALL PIPE:

REFERENCE:

SCDOT Supplemental Technical Specification SC-M-714

DESCRIPTION:

When bid items for smooth wall pipe are listed in the EBS file and/or proposal, the SCDOT will allow the use of reinforced concrete pipe, spiral ribbed aluminum pipe or high density polyethylene pipe in accordance with the specifications found in SC-M-714 (latest edition), the Standard Drawings, and this Special Provision. The plans may indicate reinforced concrete pipe only and are hereby superseded by this Special Provision.

MATERIALS:

Smooth wall pipe is either Reinforced Concrete Pipe (RCP: 714-205-XX), Spiral Ribbed Aluminum Pipe (SRAP: 714-605-XX), or High Density Polyethylene pipe (HDPE: 714-705-XX) as described in SCDOT Supplemental Technical Specification SC-M-714 and in the SCDOT Standard Drawings. Use smooth wall pipe culvert from manufacturers listed on Qualified Product Lists 30, 68, or 69. No value engineering application is required in order to use alternate pipe.

For the following counties: Berkeley, Beaufort, Charleston, Colleton, Dorchester, Georgetown, Horry, and Jasper, provide pipe joints meeting AASHTO M 315 for RCP or passing the 13 psi pressure test as indicated on the QPL for SRAP or HDPE. Take care to properly lubricate and equalize pipe gaskets as indicated in the **SCDOT Standard Drawings** and **SC-M-714** to prevent gaskets from “rolling” during installation. For all other counties, provide pipe joints meeting AASHTO M 198, M 315, or passing the minimum 10 psi pressure test unless specific pipe joints are indicated in the plans or special provisions.

No other pipe type will be accepted as an alternate.

CONSTRUCTION REQUIREMENTS:

Use only pipe that conforms to the minimum and maximum fill height limitations indicated on the appropriate standard drawing. Unless indicated otherwise in the plans, determine pipe fill height based on the following formula:

$$\text{Fill Height} = \text{Elevation (top of curb or max grade above pipe)} - \text{Elevation (pipe crown)}$$

For all locations where new pipe is being attached to an existing system, use one of the following options:

1. Any existing pipe may be extended using any acceptable alternate pipe type by using a drainage structure at the interface between the different pipe types. The drainage structure* may consist of standard junction boxes, manholes, catch basins, drop inlets, or circular drainage structures detailed on **SCDOT Standard Drawings**. For larger diameter pipe, custom drainage structures may be required. Field cut existing pipe to remove damaged joint (if applicable) and install new drainage structure at the field cut interface. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe.
2. For locations where existing pipe properties cannot be directly matched, use a custom designed interface* (concrete collar, proprietary mastic wrap, custom coupling band, etc.) appropriate to interface the existing pipe to the new pipe of the same type. Submit interface drawings and design for review by the Engineer of Record and the Design Standards Engineer. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
3. Any existing pipe may be extended using new pipe with the same joint profile and wall properties of the existing pipe. Always fully clean existing pipe and pipe joints before

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installing joint sealant or gaskets and attaching new pipe. Verify* the following parameters before ordering new pipe:

- a. For RCP to RCP, confirm wall thickness, joint profile shape, and compatibility with existing manufacturer's pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
- b. For SRAP to SRAP, replace existing pipe that has joint damage before connecting new pipe to the system.
- c. For HDPE to HDPE, confirm the manufacturer of the existing pipe and the joint compatibility with the new pipe. Provide a new gasket when connecting to existing spigot end of HDPE pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
- d. For CAAP to CAAP, confirm the type and size of end corrugations of the pipe. When existing pipe has full helical corrugations, provide new connecting pipe with one end fully helical and fully helical coupling band. When end corrugation size does not match the corrugation size shown on SCDOT Standard Drawings, provide a drainage structure (described above) at the interface. Replace existing pipe that has joint damage before connecting new pipe to the system. Do not install CAAP as smooth wall pipe; however, use these requirements when plans specify installing new CAAP.

The **RCE** will verify that connections between existing pipe and new installed pipe have been handled with one of the options listed above. Repair or replace all existing to new joint interfaces that do not meet the requirements above at no additional cost to **SCDOT**.

In all installations, provide the RCE with a complete pipe table indicating the following: Plan Pay Item, Plan Pipe Description, Plan Quantity, Installed Pipe (diameter, type, class/gage), Installed Quantity, and description of interface used to join new pipe to existing pipe for each occurrence.

In cases where 2 or more different pipe types are installed, provide a copy of the proposed installation layout on the drainage/plan sheets to the RCE indicating which pipe is installed at each location.

MEASUREMENT:

Measure smooth wall pipe in accordance with methods specified in SC-M-714 for the pipe material installed.

*No measurement will be made for drainage structure, designed interface, or field verification performed at each interface between existing pipe and new pipe unless drainage structure/interface is specified in the plans.

PAYMENT:

Payment will be made for smooth wall pipe regardless of the type of material installed. Payment for smooth wall pipe is as specified in SC-M-714 for the pipe material installed.

*Include all costs for work related to connecting new pipe to existing pipe in the unit bid price of the new pipe. This connection work includes: drainage structure at the interface, custom designed interface, field verification of existing pipe and compatibility with new pipe, new gaskets, new joint sealant, new coupling bands, removal, and disposal of damaged sections of existing pipe.

ITEM NO.	DESCRIPTION	UNIT
7143XXX	X" SMOOTH WALL PIPE	LF
7143XXX	X"x X" SMOOTH WALL PIPE CUL.TEE	EA
714XXX	X" x X" SMOOTH WALL PIPE CUL.WYE	EA
7144XXX	X" SMOOTH WALL PIPE X DEG BEND	EA
7144XXX	SMOOTH WALL PIPE INCR.- X" TO X"	EA

SECTION 714: PIPE END TREATMENTS (2/5/2010)

REFERENCE: SCDOT Supplemental Technical Specification SC-M-714

DESCRIPTION:

For exposed pipe culvert ends, provide an end treatment in accordance with this special provision.

MATERIALS:

Rigid pipe culvert is Reinforced Concrete Pipe (RCP: 714-205-00). Flexible pipe culvert is either Spiral Ribbed Aluminum Pipe (SRAP: 714-610-00), High Density Polyethylene pipe (HDPE: 714-705-00), or Corrugated Aluminum Alloy Pipe (CAAP: 714-605-00).

Use minimum Class B riprap for pipe up to 84" diameter. Use minimum Class C riprap for pipe 84" diameter or larger.

Use minimum Class 4000 concrete (4000P for precast).

Use ASTM A-706 grade 60, low-alloy steel deformed rebar.

Use minimum AASHTO M-196 Alclad 3004-H32 alloy aluminum.

Use Type M Mortar Grout unless specified otherwise.

CONSTRUCTION REQUIREMENTS:

Use one of the following end treatments as specified in the plans or special provisions:



For all exposed crossline pipe ends, when an end treatment is not specified in the plans, use **Pipe Riprap Protection** (804-3xx-xx). For flexible pipe larger than 24" diameter, install pipe straight headwall, pipe end structure, flared end section, or wingwall section in addition to riprap. For all exposed driveway pipe ends where no end treatment is specified in the plans, use **Pipe Riprap Protection** (804-3xx-xx) unless directed otherwise by the engineer.



Use **Beveling of Pipe End** (719-610-00) when specified in the plans or special provisions. Beveled ends may only be used on flexible pipe up to 24" diameter and on rigid pipe up to 60" diameter. When beveling of pipe ends is specified on flexible pipe larger than 24" diameter, install pipe straight headwall, pipe end structure, flared end section, or wingwall section. Use factory fabricated beveled ends for all pipe types unless approved by the Engineer.

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Use **Pipe Straight Headwall** (719-605-00) when specified in the plans or special provisions. Use straight headwall only in locations where pipe exposed end does not face the direction of traffic.



Use **Pipe End Structure** (719-615-00) when specified in the plans or special provisions. Use pipe end structure in locations where pipe exposed end faces the direction of traffic. Pipe end structures may be used in other locations if approved by the RCE.



Use **Pipe Flared End Section** when specified in the plans or special provisions.



Use **Pipe Wingwall Section** when specified in the plans or special provisions.

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Completely seal interface between pipe and end treatment with grout. If bricks or shims are used to place pipe, take care to remove all air pockets and voids when grouting.

For systems not designed in the SCDOT Standard Drawings, provide shop drawings, installation procedure and design calculations for review by RCE. Design must include provision to control erosion around the structure and prevent the separation of the end treatment from the pipe system. Design must provide for a proper seal at all construction joints including the interface between the pipe and the structure. Design must be self supporting and not induce any additional loads on the pipe. Submit designs for consideration as new standard drawings to the Design Standards Engineer at the address listed in the SCDOT Standard Drawings book.

MEASUREMENT:

Measure pipe in accordance with SC-M-714

Measure end treatments in accordance with Standard Specifications, Standard Drawings, or Special Provisions.

PAYMENT:

Beveling of pipe ends will be in addition to the standard pipe pay item. Payment for the item Beveling of Pipe Ends includes all labor required to factory (or field, if approved) fabricate a bevel on one end of pipe.

Pipe culvert and end treatments, measured as provided in **SC-M-714 Subsection x.4**, are paid for at the contract unit price for the respective items, which price and payment is compensation for furnishing all material, labor, equipment, tools including hauling and placing all pipe sections and materials, excavation of the entire standard trench, bedding, and pipe backfill as described in the measurement section (both structural and embankment backfill in this region), removal of existing pipe to be replaced, constructing pipe joints, removal of old end treatments, cleaning out pipe, disposal of surplus materials, all visual inspection, and all incidentals necessary to complete the work.

Add the following paragraph to SC-M-714 subsections x.5:

Payment for riprap and geotextile for erosion control under riprap as measured in subsection x.4 includes all direct and indirect costs and expenses necessary to complete the work.

SECTION 714: CLEANING EXISTING PIPE:

The plans for this project provide for cleaning existing pipe. The contractor shall furnish all equipment, materials and labor necessary to complete the work as directed by the Engineer.

Measurement for payment shall be the actual linear feet (meters) of existing pipe satisfactorily cleaned regardless of size.

The contract bid price per linear foot (meter) shall be full payment for the completed and accepted work.

SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated **January 1, 2020**, on page **162**.

January 1, 2018

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SDCOT *2007 Standard Specifications for Highway Construction*:

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design- Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "**Subsection 204.4**" to "**Subsection 204.5**".

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406."

Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

Proposal ID Error! Reference source not found.	Page 87
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SUPPLEMENTAL SPECIFICATIONS

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

- 11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

- 13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE

Subsection 403.5 Measurement

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

Subsection 403.6 Payment

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT

Subsection 407.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT

Subsection 408.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL

**SECTION 625 PERMANENT PAVEMENT MARKINGS
FAST DRY WATERBOURNE PAINT**

Subsection 625.2.2.4.11 Lead Content

Paragraph 1, first sentence; change 6% to 0.06%.

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

Subsection 627.4.10 Inspection and Acceptance of Work

SUPPLEMENTAL SPECIFICATIONS

Paragraph 3, first sentence; change "90-day period" to "180-day period".

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

Subsection 709.6.3 Pay Items (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.4 Excavation Cleanliness

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.6 Shaft Load Test

Change first paragraph reference number from "2" to "1".

Subsection 712.6.10 Drilled Pile Set-Up

Insert paragraph reference number "1" to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

Insert paragraph reference number "3" to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

Insert paragraph reference number "1" to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

Subsection 726.6.8 Concrete Overlay (Latex) or (Portland Cement) (page 802)

Paragraph 2, the equation is changed to $AP=CP \times (ACS/RCS) ^ 2$

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

Subsection 815.5 Measurement

Paragraph 13; delete the first sentence and replace it with the following sentence:

"The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5** and **803.6** respectively."

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

- 16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

Subsection 815.6 Payment

Change original paragraph number "16" to "17".

Subsection 815.6 Payment

Pay Item table; change the Unit for Item No. 8156214 to "EA".

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"

Delete page 807.

Page I-12, after "Letting:"

Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:"

Replace page 488 with page 495.

Page I-15, after "Proof Rolling:"

Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:"

Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:"

Delete page 907.

Page I-20, after "Working Drawings:"

Replace page 543 with page 779.

January 1, 2021

CLAIMS PROCEDURE

1. Scope of Procedure

The following claims procedure covers all claims for additional time or compensation arising under this contract. The claims procedure is non-binding and is a condition precedent to litigation or any other form of dispute resolution. All communications, testimony, and all documents prepared for this procedure by either party from the time of filing the CERTIFICATE OF CLAIM, per section 105.16.8 of the 2007 Standard of Specifications for Highway Construction, to the conclusion of the procedure shall be deemed to be settlement negotiations and not admissible in litigation or any other dispute resolution procedure. If at the conclusion of this procedure the claim has not been resolved, litigation may be pursued through the South Carolina Circuit Court for Richland County. Contractor waives all rights to a jury trial and agrees that all litigation matters shall be heard non-jury and venue for any action shall be in the South Carolina Circuit Court for Richland County.

2. Continuation of Work

At all times during the pendency of a claim under this procedure, the Contractor shall continue work pursuant to the contract and as directed by the Engineer as provided by the contract. If the Contractor fails to continue work, it may be declared delinquent in its work as provided by §108.08 of the South Carolina Standard Specifications for Highway Construction ("Standard Specifications").

3. Submission of Claim

The notice of claim and claim shall be submitted in accordance with §105.16.7 of the Standard Specifications. The notice of claim does not trigger this claims procedure. The claims procedure is initiated when the Contractor submits a written fully detailed CERTIFICATE OF CLAIM to the Resident Construction Engineer ("RCE"). The Contractor must submit three (3) hard copies and one (1) electronic copy of the Claim to the RCE. The claim shall contain, at a minimum, the information required by §105.16.7 of the Standard Specifications. The RCE shall immediately forward a copy of the claim to the District Engineering Administrator ("DEA") for resolution. If the DEA is unable to resolve the claim within thirty (30) days of receipt, the DEA shall forward it immediately to the Director of Construction ("DOC"), together with documents supporting the Department's position. The DEA shall also submit the supporting documents to the Contractor at this time. The DOC shall investigate the claim and attempt to resolve it by mutual agreement with the Contractor. If it cannot be resolved, then the DOC shall make a decision and forward the decision to the Contractor, no later than sixty (60) days after receipt by the DOC. The Contractor shall notify the DOC within thirty (30) days of receipt of the DOC's decision whether the Contractor accepts or rejects the decision.

For all claims under Fifty Thousand Dollars (\$50,000.00) the DOC's decision shall be final and shall conclude the claims procedure. For the purpose of determining if a time only claim may be submitted to the Board, the value of a time only claim shall be deemed to be the number of days requested multiplied by the contract daily rate for liquidated damages. The Contractor does not have a right to submit claims under \$50,000.00 to the Dispute Review Board. If the Contractor does not accept the DOC's decision on its claim of less than \$50,000.00, then its remedy is litigation in the South Carolina Circuit Court for Richland County as set forth in Paragraph 1 of this Claims Procedure or other mutually agreeable dispute resolution procedures.

For all claims in excess of \$50,000.00, if the Contractor rejects the DOC's decision the DOC shall forward the claim to the Dispute Review Board.

4. Dispute Review Board

SUPPLEMENTAL SPECIFICATIONS

A Standing Dispute Review Board has been established and shall be maintained. The Standing Dispute Review Board shall consist of one member selected by the Department, one member selected by the Director of Heavy and Highway Division of the Associated General Contractors (Carolina's Branch), and a third member selected by the first two members. The third member shall be the chairperson of the Standing Dispute Review Board. The selection of qualified Standing Dispute Review Board members shall be made in accordance with the Dispute Review Board rules and procedures (See Section 6.) Each member shall serve a three (3) year term and the terms shall be staggered. Each member is limited to two (2) terms. All board members shall be neutral and unbiased. No party shall have any *ex parte* communication with any Board Member.

5. Hearing Procedure

The Contractor shall provide an additional three (3) hard copies of its Claim and three (3) portable storage devices (thumb drives) containing its Claim for the DRB's use. The Department shall provide three (3) hard copies and three (3) portable storage devices (thumb drives) containing its response to the Claim for the DRB's use. The DOC shall send both the Contractor's Claim and the Department's response to the Claim to the DRB within 45 days of the Contractor's rejection of the DOC decision.

Within fifteen (15) days of notice of submission of the claim to the Board, the Contractor may submit to the DOC five (5) written and electronic copies of any additional documentation supporting its claim. The DOC shall immediately forward three (3) copies to the Board, one (1) copy to the DEA, and the DOC will keep one (1) copy.

Within fifteen (15) days of receipt of the Contractor's supplemental documentation, the DEA may submit to the DOC five (5) written and electronic copies of its additional documentation. The DOC shall immediately submit three (3) copies to the Dispute Review Board, one (1) copy to the Contractor, and the DOC will keep one (1) copy.

The Dispute Review Board shall review all documents and notify the parties of what additional documents, if any, it requires. The Dispute Review Board shall schedule a hearing at either party's request or may schedule a hearing at its own discretion. However, if a hearing is requested, it must be held no later than sixty (60) days after the DOC submits the claim to the Dispute Review Board. The location of the hearings shall be determined by the Board. While extensions of these deadlines are discouraged, the Dispute Review Board shall have authority to extend any of the above deadlines for just cause.

The Dispute Review Board shall have full authority to establish guidelines and procedures for the investigation of a claim. The entire process is intended to be flexible and the Board is encouraged to adapt the process to individual circumstances presented by particular disputes.

In the interest of timely resolution of all claims, the Board shall conduct all hearings and issue its final decision within ninety (90) days of receipt of the claim.

The Dispute Review Board Chairperson shall direct all meetings and hearings. Presentation of evidence shall be in accordance with the Dispute Review Board's rules and shall not be bound by judicial rules of evidence. Documents and testimony shall be presented in the order, manner and degree of detail that the Dispute Review Board deems most efficient and probative. Each party shall be allowed to make a brief initial presentation and to rebut any factual assertion by another party; however, the Dispute Review Board shall determine when enough evidence has been presented and it may limit the presentation of any documentation or testimony that it deems not relevant or redundant. At the Board's option, testimony may be required to be given under oath and the oath shall be administered by the Chairperson.

Legal counsel for either party may be present at meetings or hearings as observers only. If a party intends to have its counsel present at a hearing, it must provide at least ten (10) days' notice prior to the meeting or hearing. Legal counsel may not speak on behalf of a party, unless requested by the Board. Counsel may not examine or cross-examine witnesses, object to questions or statements during meetings

SUPPLEMENTAL SPECIFICATIONS

or make legal motions or arguments during meetings or hearings. The Board, by majority vote, may suspend legal counsel's privilege to attend meetings or hearings.

The Dispute Review Board shall issue to the Contractor and the Director of Construction a written recommendation with an explanation of the results as soon as reasonably possible following the conclusion of the hearing. However, in no event shall the Board take more than ninety (90) days from receipt of claim to conduct hearings and issue a recommendation. The Board is encouraged to reach a unanimous decision; however, it may provide a majority recommendation. The minority Board Member may provide a written explanation of his position. The Board shall provide further explanation of its decision if requested by either party within ten (10) days of the receipt of the decision. Issuance of the Board's recommendation concludes the claims procedure.

The parties may settle at any time during the procedure. If the dispute is resolved prior to issuance of a recommendation, the DOC shall immediately notify the Board.

Within sixty (60) calendar days of issuance of the Board's recommendation each party shall notify the other in writing whether or not they accept the Board's decision.

If at the conclusion of this procedure the claim has not been resolved, litigation may be pursued in South Carolina Circuit Court for Richland County as set forth in Paragraph 1 of this Claims Procedure.

The Board members shall not be compelled to testify, give any type of statements, nor produce any documents or evidence submitted at the DRB hearing in any subsequent proceedings or litigation.

6. Dispute Review Board Rules and Procedures

a. Qualifications of Dispute Review Board Members

- (1) All Dispute Review Board Members shall have substantial experience in highway or bridge design and construction. This experience may be technical, administrative or legal. The goal is to have a Board with the technical and administrative skills and experience that will promote confidence in its decisions.
- (2) No Dispute Review Board Member shall be employed currently or within the last three (3) years with the Department, any Contractor (currently or in the past pre-qualified with the Department), or any design consultant that has worked for the Department within the last three (3) years.
- (3) No Dispute Review Board Member shall have any financial or ownership interest in any party to the contract nor any design consultant or major subcontractor.

b. Selection of Dispute Review Board Members

The selection process for Dispute Review Board Members shall begin at the appropriate time in order to allow completion of the Member selection by beginning of the term. The selection process shall be as provided in Section 4.

c. Replacement of Board Members

Each party may elect to replace its Board Member at any time with a showing of reasonable justification. The Chairperson of the Board may be replaced at any time with the consent of both parties. If any Board Member is replaced, the new member shall be selected in the same manner in which the original appointment had been made.

If disputes are pending at the end of a member's term, the existing Board shall complete its hearing on the disputes and issue a decision.

d. Costs

SUPPLEMENTAL SPECIFICATIONS

Board Members shall be paid a reasonable hourly rate or salary for their services. Each party shall negotiate the fee arrangements with the Member it selects, however, the other party must agree on the rate. Both parties shall agree on the fee arrangement for the Chairperson.

Board Members shall be reimbursed for out-of-pocket expenses including, but not limited to, travel, copying, telephone, clerical services, and mailings. The Board Members shall be allowed reimbursement of actual expenses for meals up to the daily maximums set forth in the Department's Regulations for Reimbursement of Travel and Subsistence Expenses and actual lodging costs provided they stay in hotels approved by the Department and they obtain a government rate. Board Members must provide documentation for all expenses.

The parties shall share all Board Members' fees and expenses equally. The total fees and expenses to hear each claim shall not exceed the following maximum amounts unless otherwise agreed to by both parties in writing (one claim shall constitute all issues submitted to the Dispute Review Board at one (1) time):

<u>Claim Amount</u>	<u>Cumulative Total</u>
\$ 50,000 - \$499,999.99.....	\$15,000.00
\$500,000.00 - \$999,999.99.....	\$25,000.00
\$1 million - \$4,999,999.99.....	\$40,000.00
over \$5 million.....	\$75,000.00

The Department shall pay the Board Members and deduct the Contractor's share from monies owed to the Contractor. If monies owed are not sufficient, the Contractor shall pay the Department directly for its share of the fees and expenses.

July 1, 2022

EQUIPMENT FOR CLAIMS, EXTRA WORK, AND FORCE ACCOUNT

Delete Subsection 105.16.5 Para. 2 of the Standard Specification and replace with the following:

For purposes of computing extra equipment costs, rates used are based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. Equipment rates will not be allowed in excess of those in the *Rental Rate Blue Book* produced by Equipment Watch with the appropriate adjustments noted in Subsection 109.5.

Equipment standby rates will be paid at 50% of the monthly Equipment Watch rate after the regional and model year adjustment factors have been applied. Recovery of operating costs, for equipment on standby, will not be allowed. Calculate the standby rate as follows:

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) * 50\%$$

No more than 8 hours of standby will be paid during a 24-hour day and no more than 40 hours of standby will be paid per week.

Standby costs will not be allowed during periods when the equipment would have otherwise been idle

Delete Subsection 109.5 Para. 1 Item C of the Standard Specification and replace with the following:

C. Equipment

SUPPLEMENTAL SPECIFICATIONS

Only equipment authorized for use on the project by the RCE will be allowed.

Payment for equipment will include only those hours or portion of hours that the equipment was actually used in the work.

Payment will not be made for time spent in moving equipment to and from job sites or idle time.

Contractor Owned Equipment. For purposes of computing equipment costs, rates used are based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. Equipment rates will not be allowed in excess of those in the *Rental Rate Blue Book* produced by Equipment Watch. To develop an hourly rate, divide the monthly Equipment Watch rate by 176 after the monthly rate has been adjusted by the regional and model year adjustment factors. The time of an operator will not be included. Utilize the rates that were available during the time at which the work occurred, or the date when Force Account work was ordered. For any equipment not listed in the *Rental Rate Blue Book*, payment will be made at the prevailing rental rates being paid for such equipment in the area in which the project is located.

Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, or an affiliate of the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Department reserves the right to limit the daily rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* produced by Equipment Watch multiplied by the regional and model year adjustment factors. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added. When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

SUPPLEMENTAL SPECIFICATIONS

March 20, 2003

THE SOUTH CAROLINA MINING ACT

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under contract with the Department, on highway rights-of-way or material pits maintained solely in connection with the construction, repair and maintenance of the public road systems in South Carolina.

STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADOPTED BY
THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

Reclamation plans as stated herein shall include all areas disturbed in excavations of borrow and material pits, except planned inundated areas.

The final side slopes of areas excavated for borrow and material pits shall be left at such an angle so as to minimize erosion and the possibility of slides. The minimum slope in every case shall be not less than 3:1.

Small pools of water that are, or are likely to become noxious, odious, or foul should not be allowed to collect or remain on the borrow pit. Suitable drainage ditches, conduits, or surface gradient shall be constructed to avoid collection of noxious, odious, or foul pools of water unless the borrow pit is to be reclaimed into a lake or pond.

Borrow pits reclaimed to a lake or pond must have an adequate supply of water to maintain a water sufficient level to maintain a minimum water depth of four (4) feet on at least fifty (50) percent of the surface area of the lake or pond.

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion. Vegetative cover should be established on a continuing basis to ensure soil stability appropriate to the area. Conservation practices essential for controlling both on-site and off-site erosion and siltation must be established. A minimum of seventy-five (75) percent vegetative ground cover, with no substantial bare spots, must be established and maintained into the second growing season.

Excavated areas that are drained will be seeded to obtain a satisfactory vegetative cover. The side slopes of excavated area will be planted to vegetation.

The State Highway Engineer, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be made available to the Final Plans Engineer.

All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with by the contractor in the performance of the contract.

The Contractor shall comply with the provisions of the Plan which are applicable to the project as determined by the Engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Subsection 810.04 of the Standard Specifications shall be increased by fifteen (15) pounds in lieu of the deleted Bermuda seed.

CRANE SAFETY

The contractor's attention is directed to the following Crane Safety criteria. All applicable items under the submittal list section shall be submitted to the Resident Construction Engineer (RCE) before any crane operations may begin. If any personnel or equipment is changed or added, all applicable items shall be updated and submitted to the RCE before continuing with crane(s) operations.

All contractors shall comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors and sub-contractors shall comply with the latest Occupational Safety and Health Administration (OSHA) regulations, adopted American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME) crane standards, and other applicable standards including, but not limited to the following:

- OSHA 29 CFR 1926 Subpart CC "Cranes and Derricks in Construction"
- OSHA 29 CFR 1926.251 "Rigging Equipment for Material Handling"
- ASME B30.5-2007 "Mobile and Locomotive Cranes"
- ASME B30.8-2010 "Floating Cranes and Floating Derricks"
- ASME B30.22-2005 "Articulating Boom Cranes"
- ASME B30.26-2010 "Rigging Hardware"

Submittal List

1. **Crane Operators:** All crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO), National Center for Construction Education and Research (NCCER), or Crane Institute of America Certification (CIC).
 - a. Contractor shall submit a copy of the NCCCO, NCCER, or CIC certification for each crane operator prior to performing any crane operations on the job site. The original certification card shall be available for review upon request and must remain current within a 5 year expiration date for the duration of the job. (Contractors with a crane operator-in- training on the jobsite shall comply with all the OSHA Subpart CC requirements).
 - b. Contractor shall submit a copy of the current Crane Operators Medical Evaluation card (3 year expiration) in the form of NCCCO, NCCER or CIC Physical Examination form or equivalent meeting the ASME B30.5 requirement or a current USDOT Medical Examiner's Certificate card (2 year expiration). The original medical card or equivalent for all crane operators shall be available for review upon request.
2. **Competent Person:** The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

SUPPLEMENTAL SPECIFICATIONS

- a. Contractor shall submit the name and qualifications of the “Competent Person” as defined by OSHA Subpart CC responsible for all crane safety and lifting operations.

January 1, 2023

SOURCE OF PRODUCTION OF IRON AND STEEL PRODUCTS AND CONSTRUCTION MATERIALS

Delete Subsection 106.11 of the Standard Specification in its entirety and replace with the following:

- 1 All iron and steel permanently incorporated into federal-aid projects must be produced in the United States. All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron product. The RCE must approve the use of any foreign steel or iron materials prior to incorporation into the project. Proper tracking of the foreign materials must be done to the satisfaction of the RCE to ensure the maximum allowance is not exceeded.

- 2 A material certification (one per shipment) certifying compliance with this Supplemental Specification must be submitted to the RCE prior to incorporating any steel and iron materials into the project. This includes certification of steel and iron components of manufactured products (i.e., steel wire mesh or steel reinforcing components of a precast reinforced concrete pipe).

- 3 All construction materials permanently incorporated into federal-aid projects must be produced in the United States. All manufacturing processes must occur in the United States and include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. "Construction materials" includes an article, material, or supply that is or consists primarily of:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - lumber; or
 - drywall.

Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. There is no minimum use allowance of foreign construction materials.

- 4 Any construction material permanently incorporated into a federal-aid project must have a material certification certifying compliance with this Supplemental Specification, submitted to the RCE prior to incorporation into the project unless the material is already identified as meeting this Supplemental Specification for federal-aid projects on a Qualified Product List (QPL).

June 13, 1990

APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES

The Davis-Bacon and Related Acts apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a plant, pit, or quarry, which has been established specifically to serve (or nearly so) a particular project or projects covered by Davis-Bacon and Related Acts.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul material from a non-commercial stockpile or non-commercial storage site outside the limits of the project to the project site.
- 3) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul excavated materials away from a Davis-Bacon covered project.
- 4) A contractor or Subcontractor rents or leases equipment with an operator to perform work as called for under a Davis-Bacon construction contract.
- 5) A common carrier is used for the transportation of materials from an exclusive material supply facility to fulfill the specific need of a construction contract.

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitations and would not have to be approved as a Subcontractor. However, payrolls must be submitted by truck fleet owner covering the truck drivers, and all requirements such as predetermined wages, overtime, etc., are applicable. Legitimate owner-operators (truck owner driving his own truck) must appear on the payroll by name and notation "truck Owner Operator" with no hours, etc. shown.

The Davis-Bacon and Related Acts do not apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a commercial plant, pit, or quarry which had previously been established for commercial use and regularly sell materials to the general public.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from an established commercial plant, pit, or quarry to a stockpile outside the limits of the project.
- 3) Bona fide owner-operators of trucks, who are independent contractors, use their own equipment to haul materials to or from or on a Davis-Bacon covered project. (One man-One truck)

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitation and would not have to be approved as a Subcontractor.

July 1, 2021

REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS

- A. The Contractor’s attention is directed to Form FHWA 1273 that is included in your contract documents as the Supplemental Specification “Required Contract Provisions Federal-Aid Construction Contracts”. **This Specification requires that Form FHWA 1273 must be physically incorporated in all Federal Aid Construction Contracts and lower tier subcontracts.** Form FHWA 1273 must be either physically incorporated or incorporated by reference in all purchase orders.
- B. The contractor’s attention is directed to the requirements of the Supplemental Specification “Standard Federal Equal Employment Opportunity Construction Contract Specifications” that is included in your contract documents. This specification must be physically included in each subcontract with a value of \$10,000 or greater.
- C. The Contractor’s attention is directed to the requirements of the Equal Employment Opportunity Performance certifications in the Proposal Form Certifications and Signatures section of the contract. Subcontractors must answer the three questions in the “Certification (1)” section and the completed form must be physically included in the subcontract agreement.
- D. Prior to the issuance of approval of DBE subcontractors the Contractor must submit a signed copy of the subcontract agreement between the Prime Contractor and the DBE Subcontractor.
- E. Prior to the issuance of approval of DBE haulers the Contractor must submit a signed copy of the hauling agreement.

July 1, 2019

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUPPLEMENTAL SPECIFICATION**

It is the policy of the South Carolina Department of Transportation (SCDOT) to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) (all references to “DBE” herein shall mean “South Carolina certified DBE”) in all types of contracting and procurement activities according to State and Federal laws. To that end the SCDOT has established a DBE program in accordance with regulations of the United States Department of Transportation (USDOT) found in 49 CFR Part 26.

This document, known as the “DBE Supplemental Specifications” includes three main parts:

- Part A. Instructions to Bidders – Pre-award Requirements
- Part B. Instructions to Contractors – Post Award
 - 1) Bid-Build/LPA Process
 - 2) Design Build Process

PART A. INSTRUCTIONS TO BIDDERS – PRE- AWARD REQUIREMENTS

When incorporated into Design Build and/or Local Public Agency procurements, the terms “bid”, “bidder”, and “bid letting” shall mean “proposal”, “proposer” and “proposal opening.”

1. DBE CONTRACT GOAL

A. The DBE participation goal for this contract is set forth in the DBE Special Provisions.

B. The successful bidder shall exercise all necessary and reasonable steps to ensure that DBEs perform services or provide materials on this contract in an amount that meets or exceeds the DBE contract goal and commitment. Submitting the bid, including electronically, shall constitute an agreement by the bidder that if awarded the contract, it will meet or exceed the DBE contract goal and commitment or make good faith efforts to meet the goal or commitment. Failure to meet the contract goal or make good faith efforts to meet the contract goal will result in the bid being considered irregular and subject to rejection in accordance with Section 102.8(1)(D) of the SCDOT Standard Specification for Highway Construction, resulting in the contract being awarded to the next lowest responsible and responsive bidder.

2. DBE COMMITTAL

A. Each bidder shall enter all the information regarding how it intends to meet the DBE goal in the electronic bid folder found on the electronic bidding service website, *Bid Express*, entitled “DBE List.” (See paragraph (D) below for non-electronic bid submissions.) The listing of DBEs shall constitute a commitment by the bidder to utilize the listed DBEs, subject to the replacement requirement set forth below in Section 2 of Part B. A DBE listed on the DBE List or DBE Committal Sheet hereinafter shall be referred to as a “committed DBE.”

B. In meeting the DBE contract goal, the bidder shall use only certified DBEs included in the “South Carolina Unified Certification Program DBE Directory” (hereinafter referred to as the “Unified DBE Directory.”) The DBE.BIN file used for the electronic bidding contains the names of the certified DBEs in the “Unified DBE Directory.” For more information on the use of the DBE.BIN file in electronic bidding, see Section 6 below.

SUPPLEMENTAL SPECIFICATIONS

C. Failure to provide all information required in the electronic bid or DBE Committal Sheet will make the bid irregular and subject to rejection, resulting in the contract being awarded to the next lowest responsible and responsive bidder.

D. The DBE.BIN file listed for the letting must be downloaded for each particular letting because it is the data source for the DBEs listed in the "Unified DBE Directory" designated for use in the letting. ALL DBE data such as Name, Company ID, and Address must be selected from drop-down lists provided by the DBE. BIN file. If the DBE.BIN file is not downloaded, no data for the drop-down lists will be available. For non-electronic bidding in Design/Build or Local Public Agency procurements, use the attached DBE Committal Sheet in lieu of the DBE.BIN file.

The following information must be selected or entered in the electronic bid:

- A. The names and addresses of certified DBEs whose services or materials will be used in the contract.
- B. Work Type and Work Code selected from a drop-down list. When one of these is selected, the other will be filled in automatically. **[Note: Only select the Work Type and Work Code for which the selected DBE firm has been certified to perform].**
- C. An Item of work, approximate Quantity of work to be performed or materials to be supplied, Unit (of measurement), Unit Price, and the extended dollar amount of participation by each DBE listed.
 - (a) Item: The Item is the bid item with which the DBE will be associated and must be selected from the Schedule of (Bid) Items found in the drop-down list. If the proposed work is for only a portion of an Item of work (i.e. hauling of materials, tying of reinforced steel, etc.) an adequate description of this work shall be included in the Note block.
 - (b) Quantity, Unit, & Unit Price: Initially when an Item is selected, the contract quantity, unit, and the bidder's unit price and extension will appear. If the proposed work is for only a portion of an item as described in (1) above, then the Quantity, Unit Price and /or Extension shall be changed to reflect the actual amount of work committed to the DBE. The Unit (of measurement) cannot be changed.
- (4) The bidder must also submit a copy of a signed statement or quote from each of the DBEs listed in the DBE List folder of the electronic bid or DBE committal sheet. The signed statements or quotes should verify the items, quantities, units, unit prices, and dollar values listed in the DBE List folder of the electronic bid or DBE committal sheet. **COPIES OF THE SIGNED STATEMENTS MUST BE SUBMITTED TO SCDOT CONTRACT ADMINISTRATION OFFICE WITHIN FOUR (4) BUSINESS DAYS OF THE BID LETTING** from the apparent low bidder. Should the apparent low bid be rejected for failing to meet the goal, the next apparent low bidder will have three (3) business days from notification to submit the signed quotes. SCDOT will accept facsimiles of the verified statements with the caveat that the bidder must furnish the original document to SCDOT upon request. Signed quotes must be on the DBEs letterhead and contain the following information: date, printed name, address, and phone number of the authorized individual providing the quote, project name and identification number, quote needs to be addressed to contractor from DBE, and identify specific services being performed and/or material being supplied.
- (5) **Watering and repair of silt fence will not be allowed as part of the committal, but must be reported if performed by a DBE.**

3. GOOD FAITH EFFORTS REQUIREMENTS

SUPPLEMENTAL SPECIFICATIONS

A. Requirements for Submission for Approval of a Good Faith Effort. If the bidder does not meet the DBE contract goal through the DBE commitments submitted with the bid, it is the bidder's responsibility to request, in writing (faxes and emails are acceptable) a good faith effort review by 5:00 pm of the next business day after they submit their bid. Bidder must submit additional information to satisfy to SCDOT that good faith efforts have been made by the bidder in attempting to meet the DBE contract goal. **THIS SUPPORTING INFORMATION/DOCUMENTATION MUST BE FURNISHED TO SCDOT CONTRACT ADMINISTRATION OFFICE (LOCAL CONTRACT ADMINISTRATOR FOR LPAs,) IN WRITING WITHIN THREE (3) BUSINESS DAYS OF THE BID LETTING.** One complete set and five (5) copies of this information must be received by Contract Administration no later than 12:00 noon of the third business day following the bid letting. Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a sample representative letter along with the list of the firms being solicited. The documented efforts listed in item (C.) below are some of items SCDOT will consider in evaluating the bidder's good faith efforts. The documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documents.

B. Failure to Submit Required Material. If the bidder fails to provide this information by the deadline, the bid is considered irregular and may be rejected in accordance with Section 102.8(1)(D), SCDOT Standard Specifications for Highway Construction.

C. Evaluation of a Good Faith Effort. SCDOT may consider the following factors in judging whether or not the bidder made adequate and acceptable good faith efforts to meet the DBE contract goal:

- (1) Did the bidder attend any pre-bid meetings that were scheduled by SCDOT or Local Public Agency to inform DBEs of subcontracting opportunities?
- (2) Did the bidder provide solicitations through all reasonable and available means (e.g. posting a request for quotes from DBE subcontractors on SCDOT Construction Extranet webpage; attendance at pre-bid meetings, advertising and/or written notices at least 10 days prior to the letting; or showing the bidder provided written notice to all DBEs listed in the "Unified DBE Directory" that specialize in the areas of work in which the bidder will be subcontracting).
- (3) Did the bidder follow-up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested or not? If a reasonable amount of DBEs in the area of work do not provide an intent to quote, or there are no DBEs that specialize in the area of work to be subcontracted, did the bidder call SCDOT Office of Business Development & Special Programs to give notification of the bidder's inability to obtain DBE quotes?
- (4) Did the bidder select portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal? This includes, where appropriate, breaking out contract items of work into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these items of work with its own forces.
- (5) Did the bidder provide interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract?
- (6) Did the bidder negotiate in good faith with interested DBEs, or reject them as unqualified without sound reasons based on a thorough investigation of their capabilities? Any rejection should be noted in writing with a description as to why an agreement could not be reached. The fact that the bidder has the ability or desire to perform the work with its own forces will not be considered as sound reason for rejecting a DBEs quote.
- (7) Was a quote received from an interested DBE, but rejected as unacceptable because it was not the lowest quote received? The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in and of itself be considered as a sound reason for rejecting the quotation as unacceptable, as long as the quote is not unreasonable.
- (8) Did the bidder specifically negotiate with non-DBE subcontractors to assume part of the responsibility to meet the contract goal when the work to be sublet includes potential for DBE participation?
- (9) Any other evidence that the bidder submits which demonstrates that the bidder has made reasonable good faith efforts to include DBE participation.
- (10) The DBE commitments submitted by all other bidders who were able to meet the DBE contract goal.

SUPPLEMENTAL SPECIFICATIONS

(11) Did the bidder contact SCDOT for assistance in locating certified DBEs?

D. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE contract goals.

E. SCDOT may give the bidder an opportunity to cure any deficiencies resulting from a minor informality or irregularity in the DBE commitment or waive any such deficiency when it is in the best interest of the State. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on DBE contract goal, quality, quantity, or delivery of the supplies or performance of the contract, and the correct or waiver of which would not be prejudicial to bidders.

4. DETERMINATION AND RECONSIDERATION PROCEDURES

A. After the letting, SCDOT will determine whether or not the low bidder has met the DBE participation contract goal or made good faith efforts to meet the goal. If SCDOT determines that the apparent low bidder failed to meet the goal, did not demonstrate a good faith effort to meet the goal, or meet the requirements of a commercially useful function SCDOT will notify the apparent low bidder of its determination by email and by US Mail or hand-delivery. The apparent low bidder may request a reconsideration of this determination.

B. The bidder must make a request for reconsideration in writing within three (3) business days of receipt of the determination. Within six (6) business days of receipt of the determination, the bidder must provide written documentation to SCDOT Director of Construction supporting its position. Only documentation dated within three (3) business days of the bid letting may be used in support of its position. No DBE goal efforts performed after 3 business days of the bid will be allowed as evidence. If the bidder fails to request a reconsideration with three (3) business days, the determination shall be final.

C. To reconsider the bidder's DBE commitment or good faith efforts, the Deputy Secretary for Engineering will designate a panel of three (3) SCDOT employees, who did not take part in the original determination, comprised of: (1) one employee from the District Construction Engineer's (DCE) Office, (2) one employee from the Office of Business Development & Special Programs, and (3) one employee at large (hereinafter referred to as the "Reconsideration Panel"). The DCE Office representative will be appointed chairman of the Reconsideration Panel. A representative from FHWA may be a non-voting member of the Reconsideration Panel. The Reconsideration Panel will contact the bidder and schedule a meeting. The Reconsideration Panel will make reasonable efforts to accommodate the bidder's schedule; however, if the bidder is unavailable or not prepared for a hearing within ten (10) business days of receipt of SCDOT original written determination, the bidder's reconsideration rights will be considered to have been waived.

D. The meeting will be held at SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina. The bidder will be allowed up to two (2) hours to present written or oral evidence supporting its position.

E. The Reconsideration Panel will issue a written report and recommendation to the Deputy Secretary for Engineering. SCDOT shall not award the contract until the Deputy Secretary for Engineering issues a decision or the bidder waives its reconsideration right either through failure to request reconsideration or failure to be available for the meeting. The Deputy Secretary for Engineering will notify the bidder of the final decision in writing.

5. CONSEQUENCES OF FAILURE TO COMPLY WITH DBE PROVISIONS

A. Failure on the part of the bidder to meet the DBE contract goal or to demonstrate good faith efforts to meet the DBE contract goal will result in the bid being declared irregular and may be rejected resulting in the contract being awarded to the next lowest responsible and responsive bidder. Upon rejection, the award may be made to the next lowest responsible and responsive bidder.

SUPPLEMENTAL SPECIFICATIONS

- B. After bid letting, but prior to award, SCDOT reserves the right to cancel the project, or any or all bids or proposals may be rejected in whole or part, when it is in the best interest of the State.

6. DIRECTORY OF SOUTH CAROLINA CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES

A. The electronic DBE.BIN file found on the electronic bidding service website, *Bid Express*, contains data from the "Unified DBE Directory" approved for use in each particular letting. **The file must be downloaded for each letting because the directory approved for use in each letting is updated prior to the letting.** The bidder is advised that this directory pertains only to DBE certification and not to qualifications. It is the bidder's responsibility to determine the actual capabilities and/or limitations of the certified DBE firms. For non-electronic bid submissions, the directory can be found at:

<https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

B. In meeting the DBE participation contract goal, the bidder shall use only DBEs that are included in the "Unified DBE Directory" contained in the DBE.BIN file, or on-line, current for the month the bid is submitted. The bidder may only count toward the DBE goal work in the areas for which the DBE has been certified, unless prior written approval from SCDOT is obtained. The bidder and the DBE must jointly apply to SCDOT's Director of Construction for approval of work in an area of work other than that in which the DBE has been certified. The requested work must be in an area related to the area of work in which the DBE has been certified. Such requests must be submitted in writing to the Director of Construction no later than ten (10) business days prior to the date of the letting. The Director of Construction has the right to approve or disapprove the request. The Director of Construction will give the bidder and the DBE written notice of his decision no later than five (5) business days prior to the date on which bids are received. If approved, a copy of the written approval must accompany the submission of the subcontractor's quote.

C. Certification of a DBE for work in a certain area of work or approval to perform work in a related area shall not constitute a guarantee that the DBE will successfully perform the work or that the work will be performed completely. Such certification or approval shall only imply that the successful completion of the work by the DBE can count toward satisfying the DBE contract goal in accordance with the counting rules set forth in 49 CFR Part 26 (see Section 3 of Part B below.)

- D. The bidder may print a copy of the "Unified DBE Directory" from SCDOT web page at:

<https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

7. ADDITIONAL DBE PARTICIPATION

The bidder is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. Any DBE participation in excess of the DBE contract goal shall also be included in the DBE Quarterly Reports.

8. CONTRACTOR'S RESPONSIBILITY TO REPORT BIDDER INFORMATION

The bidder should keep a list of all subcontractors (DBE or non-DBE) who bid or quoted for subcontracts on this project. As a condition to prequalification or renewal of prequalification, Contractors must submit the names and addresses of all firms (DBE and non-DBE) who quoted the Contractor for subcontracts on SCDOT projects throughout the course of the previous year.

PART B (1) INSTRUCTIONS TO CONTRACTORS – POST-AWARD

REQUIREMENTS – Bid-Build/LPA

1. **CONTRACTOR'S OBLIGATIONS**

A. 49 CFR 26. The Contractor shall carry out the applicable requirements of 49 CFR Part 26 and these DBE Supplemental Specifications in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of the contract, and may result in the termination of the contract or such other remedy as SCDOT deems appropriate.

A contractor's failure to comply with any provision of the DBE regulations will be considered a material contract breach.

B. Meeting both the Goal and Commitment or Making Good Faith Efforts to Meet the Goal and Commitment. It is the Contractor's responsibility to meet or make good faith efforts to meet the DBE contract goal and commitments. Failure to meet the goal or commitments to the specific DBEs listed on the committal sheet or to demonstrate good faith efforts to meet the goal or commitments may result in any one or more of the following sanctions:

- (1) Withholding monthly progress payments;
- (2) Declaring the Contractor in default pursuant to Section 108.10 of the Standard Specifications and terminating the contract;
- (3) Assessing sanctions in the amount of the difference in the DBE contract committal and the actual payments made to each certified DBEs;
- (4) Disqualifying the Contractor from bidding pursuant to Regulation 63-306, Volume 25A, of the S. C. Code of Laws.

C. Using the DBEs shown on the Committal Sheet to Perform the Work. The Contractor must utilize the specific DBEs listed on the "DBE Committal Sheet" to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written approval from the Director of Construction to perform the work with other forces or obtain the materials from other sources as set forth in Section 2 below. The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or, with prior written approval of the Director of Construction, by other forces (including those of the Contractor). Failure to meet a commitment to a specific DBE may result in the sanctions listed in Section 1(B) above, unless prior written approval is obtained for replacement of the committed DBE.

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

D. Incorporating DBE Supplemental Provisions in Subcontracts. The Contractor shall make available, at the request of SCDOT, a copy of all DBE subcontracts. The Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with these DBE Supplemental Specifications. The contractor is advised to insert the following provision in each subcontract or agreement:

"This contract or agreement shall be performed in accordance with the requirements of the SCDOT DBE Supplemental Specifications dated July 1, 2019."

SUPPLEMENTAL SPECIFICATIONS

E. Contractor should provide all sub-contractors (both DBE and non-DBE) with a minimum of a five (5) day notice of pre-construction meetings and appropriate partnering sessions.

F. Contractor should provide all sub-contractors (both DBE and Non-DBE) with a minimum of a five (5) day notice to commence work prior to the scheduled start of the work contracted to the sub-contractor.

2. REPLACEMENT OF CERTIFIED DBES

A. Requirement for Replacement. The following shall apply to replacement of a DBE listed on the "DBE Committal Sheet":

- (1) When a DBE listed on the DBE committal sheet (hereafter referred to as a "committed DBE") is unable or unwilling to perform the work in accordance with the subcontract, the Contractor shall follow the replacement procedures in Section 2(B) below. Failure on the part of the Contractor to comply with this requirement shall constitute a breach of contract and may be cause for the imposition of the sanctions set forth in Section 1(B) above.
- (2) When a committed or non-committed DBE is decertified or removed from the SC Unified DBE Directory after execution of a valid subcontract agreement with the Contractor:
 - (a) The Contractor may continue to utilize the decertified DBE on the contract and receive credit toward the DBE contract goal for the DBEs work unless the Contractor is implicated in the DBE decertification. However, the Contractor is encouraged to replace the decertified DBE with a certified DBE where feasible, to assist SCDOT in meeting the overall statewide DBE goal.
 - (b) If a committed or non-committed DBE is removed from the SC Unified DBE Directory due to graduation from the DBE program, the Contractor may continue to utilize the graduated DBE on the contract and receive credit toward the DBE contract goal for the DBEs work.
- (3) When a committed DBE is decertified or removed from the SC Unified DBE Directory prior to execution of a valid subcontract agreement with the Contractor, the Contractor shall follow the replacement procedures in Section 2(B) below. Failure on the part of the Contractor to comply with this requirement shall constitute a breach of the contract and may be cause for the imposition of the sanctions set forth in Section 1(B) above.

B. Replacement Procedures. In order to replace a *committed* DBE, the Contractor must obtain prior written approval from the Director of Construction. Prior to requesting SCDOT's approval to terminate and/or substitute a committed DBE, the Contractor is to give notice to the DBE subcontractor in writing (certified mail) with a copy provided to both the Director of Construction and the Director of Business Development & Special Programs. The purpose of this notice is to both inform the DBE subcontractor of the Contractor's intent to request SCDOT's approval to terminate and/or substitute as well as to outline the reasons for the request. The DBE subcontractor shall be given five business days from receipt of notice to provide a written response stating either its consent or its reasons why it objects to the proposed termination. On a case by case basis and at SCDOT's sole discretion, a shorter response period than five business days may be allowed as a matter of public necessity. If SCDOT determines a shorter response period is justified, the contractor and committed DBE will be advised in writing. In no case shall the Contractor's ability to negotiate a more advantageous contract with another subcontractor be considered a valid basis for replacement. If the Contractor obtains the Director of Construction's approval for the replacement, the Contractor shall replace the committed DBE with another certified DBE or make good faith efforts to do so as set forth in Section 2(C) below. Any DBE who is certified at the time of replacement may be used as a replacement. If the Director of Construction does not approve of replacement, the Contractor shall continue to use the *committed* DBE in accordance with the contract. Failure to do so may constitute cause for imposition of any of the sanctions set forth in Section 1(B) above.

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C. Good Faith Efforts. After approval for replacement is obtained, if the Contractor is not able to find a replacement DBE, the Contractor shall provide the Director of Construction with documentation of its good faith efforts to find a replacement. This documentation shall include, but is not limited to, the following:

- (1) Copies of written notification to certified DBEs that their interest is solicited in subcontracting the work defaulted by the previous certified DBE or in subcontracting other items of work in the contract.
- (2) Statement of efforts to negotiate with certified DBEs for specific subbids including at a minimum:
 - (a) Names, addresses and telephone numbers of certified DBEs who were contacted;
 - (b) Description of the information provided to certified DBEs regarding the plans and specifications for portions of the work to be performed;
 - (c) Statement of why additional agreements with certified DBEs were not reached.
- (3) For each certified DBE contacted but rejected, the reasons for the Contractor's rejection. Failure to find a replacement DBE at the original price is not in itself evidence of good faith.
- (4) Documentation demonstrating that the Contractor contacted SCDOT's DBE Supportive Service Office for assistance in locating certified DBEs willing to take over that portion of work or do other work on the contract.

If SCDOT determines that the Contractor has made good faith efforts to replace the committed DBE with another certified DBE, then the remaining portion of the DBEs work shown on the "DBE Committal Sheet" can be completed by the Contractor's own forces or by a non-DBE subcontractor approved by SCDOT.

The Contractor will not be required to make up that part of the DBE goal attributable to the portion of work not completed by the committed DBE, and this shortfall in meeting the DBE goal will be waived by SCDOT.

If SCDOT determines that the Contractor has not made good faith efforts to replace the committed DBE with another certified DBE, such failure may constitute cause for imposition of any of the sanctions set forth in Section 1(B) above.

- D. Payment from SCDOT. The Contractor shall not be entitled to payment for work or material committed to a committed DBE unless:
- (1) The work is performed by the *committed* DBE; or
 - (2) The work is performed by another certified DBE after the Director of Construction has given approval to replace the committed DBE as provided above; or
 - (3) The work is performed by a non-DBE after SCDOT determines that the Contractor has demonstrated good faith efforts to replace the committed DBE as provided above.

3. COUNTING CERTIFIED DBE PARTICIPATION TOWARD MEETING THE DBE GOAL

DBE participation shall be measured by the actual, verified payments made to DBEs subject to the following rules. The Contractor is bound by these rules in regard to receiving and reporting credit toward the DBE contract goal. The Contractor shall report on DBE Quarterly Reports only the amounts properly attributable toward the goal under these rules.

A. General Counting Rules.

- (1) The entire amount of that portion of a construction contract (or other contract not covered by paragraph A(2) of this section) that is performed by the DBEs own forces may be counted toward the goal. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) can be counted toward the goal.

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- (2) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (3) The Contractor can count expenditures to a DBE only if the DBE is certified by SCDOT, except as provided in section 2(A)(2) above, in the event a DBE loses eligibility status after a subcontract is signed.
- (4) The Contractor can count expenditures to a DBE only after the DBE has actually been paid.

B. Joint Ventures. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces can be counted toward DBE goals. A joint venture must be approved by the Director of Construction prior to start of the contract.

C. Commercially Useful Function. Expenditures to a DBE contractor can be counted toward DBE goals only if the DBE is performing a commercially useful function on that contract:

- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SCDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SCDOT will examine similar transactions, particularly those in which DBEs do not participate.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SCDOT will presume that it is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (3) of this section, the DBE may present evidence to rebut this presumption. SCDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) SCDOT's decisions on commercially useful function matters are subject to review by the Federal Highway Administration, but are not administratively appealable to the USDOT.

D. Special Rules for Trucking Companies. SCDOT will use the following rules to determine whether a DBE trucking company is performing a commercially useful function and what portion of the DBE work can be counted toward DBE goals:

- (1) ***DBE must control all work.*** To be considered as performing a commercially useful function, the DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) ***DBE must "own" at least one truck.*** The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the project. For purposes of this section, a DBE will be considered to "own" a truck if:

SUPPLEMENTAL SPECIFICATIONS

- a) The truck is titled in the DBEs name; or,
- b) The DBE leases the truck under a valid lease-to-own agreement and the driver of the truck is an employee of the DBE.

The DBE must submit documentation to SCDOT to establish the number of trucks the DBE owns, operates and insures. The DBE must submit the documentation to SCDOT's Office of Business Development & Special Programs at the time of certification, annual reporting on certification requirements, or at any time during the year that the DBE obtains additional trucks.

- (3) **Counting DBE trucking toward DBE goal.** The Contractor can count toward DBE goals the total value of the transportation services the DBE provides using trucks the DBE owns, insures, and operates using drivers the DBE employs.
- (4) **Counting leased DBE trucking toward DBE goal.** The DBE may lease with another DBE firm, including an owner-operator who is certified as a DBE, to provide trucks on a project. In this case, the Contractor may count toward the DBE goal the total value of the transportation services provided by the DBE subcontractor.
- (5) **Counting leased non-DBE trucking toward the goal.** The DBE may lease trucks from a non-DBE firm, including an owner-operator, to provide trucks on a project. Prior to beginning work, the DBE must provide SCDOT's Resident Construction Engineer with a list identifying all DBE and non-DBE trucks and truck numbers that will be used on the project. In this case, the Contractor may count toward the DBE goal the total value of the transportation services provided in each quarter by the non-DBE trucks, not to exceed the value of the transportation services provided by DBE-owned trucks in that quarter. For example, in a given quarter, if DBE-owned trucks provide transportation services of \$50,000, while non-DBE trucks provide transportation services of \$75,000, a maximum of \$100,000 can be counted toward the DBE goal in that quarter.

For purposes of this paragraph (5), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the lease truck. Leased trucks must display a placard with the name and USDOT identification number of the DBE leasing the truck. The placard must be legible and visible when standing at least 15 feet from the driver's side of the truck. It may be affixed to the side of the truck or inside the cab window as long as it does not interfere with the safe operation of the truck. See example below.

Sample placard:



NOTE: DBE firms may not receive credit for DBE participation when leasing non-DBE owned trucks from the Prime contractor with whom the DBE firm is subcontracted as 49 CFR 26.55(a)(1) applies.

E. DBE Manufacturers and Dealers. The Contractor can count expenditures with DBEs for materials or supplies toward DBE goals in accordance with the following rules:

- (1) **DBE Manufacturers.** If the materials or supplies are obtained from a DBE manufacturer, the Contractor can count 100 percent of the cost of the materials or supplies toward DBE goals. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the

SUPPLEMENTAL SPECIFICATIONS

specifications. The DBE must be listed as a “manufacturer” in the "South Carolina Unified DBE Directory” to be considered a manufacturer for purposes of these counting rules.

- (2) *DBE Dealers.* If the materials or supplies are purchased from a DBE regular dealer, the Contractor can count 60 percent of the cost of the materials or supplies toward DBE goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. The DBE must be listed as a “dealer” in the South Carolina Unified DBE Directory to be considered a dealer for purposes of these counting rules.
- (3) *DBE Brokers.* With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of material or supplies required on a job site, toward DBE goals.

F. Special Rules for Design Build and Local Public Agency Contracts

- (1) When the Design Build team changes work that results in the reduction or elimination of work that the Design Build team committed to be performed by a DBE, the Design Build team shall seek additional participation by DBEs equal to the reduced DBE participation caused by the change.

4. JOINT CHECKS.

The Director of Construction must approve all requests for a Contractor to issue and use joint checks with a DBE. The following conditions apply:

- a) The DBE must submit a request to the Director of Construction which includes a formalized agreement between all parties that specify the conditions under which the arrangement will be permitted;
- b) The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1). SCDOT must clearly determine that independence is not threatened because the DBE retains final decision making responsibility;
- c) There can be no requirement by the prime contractor that a DBE use a specific supplier nor the prime contractor’s negotiated unit price.

5. REPORTS

The Contractor shall furnish to the SCDOT the following reports and information. THIS REQUIREMENT APPLIES REGARDLESS OF WHETHER THERE IS A CONTRACT GOAL ASSIGNED TO THE CONTRACT.

A. DBE Quarterly Reports. The Contractor shall provide to the SCDOT, DBE Quarterly Reports showing the dollar amount of payments to each certified DBE. The Contractor and each DBE that received payment must sign the report. The Contractor’s and DBE’s signature on the Quarterly Report shall constitute certification that the DBE has performed the work and that the Contractor is entitled to credit toward the DBE goal for the amount shown in accordance with the counting rules set forth in Section 3 above. The report shall include the amount paid each DBE for the quarter and the total amount paid to each DBE on the contract. The report must include DBE subcontractors, hauling firms, and suppliers. The report shall be submitted in duplicate to the Resident Construction Engineer by the 15th of the month after each calendar quarter (January, April, July, and October 15). Failure to submit the quarterly report may result in the withholding of monthly progress and/or final payment. The Quarterly Report must be submitted for each

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quarter even if no payments have been made to a DBE in that quarter. When no payments have been made to a DBE in a quarter, DBEs are not required to sign the report.

B. Trucker's Reports. All DBE haulers must complete and submit a DBE Trucker's Report along with the DBE quarterly report when the DBE leases trucks from another firm. The DBE hauler must list all trucks leased, payments made to the lessee during the quarter, and identify whether each leased truck is owned by a certified DBE or non-DBE. DBE Haulers must also submit one copy of each lease agreement to the Resident Construction Engineer prior to the start of work for each truck leased. A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

C. Other Documents. Upon request of SCDOT, the Contractor and all subcontractors shall furnish documents, including subcontracts, necessary to verify the amount and costs of the materials or services provided by certified DBE suppliers or subcontractors. The Contractor shall keep the documents that verify this information for at least three years from the date of final close-out of the contract. Failure to provide these documents upon request may result in the withholding of monthly progress and/or final payment or disqualifying the Contractor from bidding pursuant to R. 63-306, South Carolina State Regulations.

6. CONTRACT COMPLETION – DETERMINATION OF WHETHER CONTRACTOR HAS MET THE GOAL OR MADE GOOD FAITH EFFORTS

A. Review by SCDOT. After receipt of the final DBE Quarterly Reports, SCDOT will review the necessary contract documentation to determine whether the Contractor has met the DBE commitments and contract goal.

B. Notification of Failure to Meet Goal. If the documentation indicates that the Contractor has not met the DBE commitments and contract goal, the Director of Construction will notify the Contractor in writing and request documentation of the Contractor's good faith efforts to meet the goal.

C. Determination of Good Faith Efforts. The Contractor shall submit documentation demonstrating good faith efforts to meet the contract commitments and goal to the Director of Construction within thirty (30) days of the date of the "Notification of Failure to Meet Goal." The Director of Construction will provide the Contractor with written notice of SCDOT's determination whether good faith efforts have been demonstrated.

D. Request for Reconsideration. If the Contractor disagrees with SCDOT's determination of post construction compliance, the Contractor may request a reconsideration by filing a written request with the Director of Construction within ten (10) business days after receipt of the determination. The Contractor shall submit any additional documentation that it wishes to be considered in support of its position within ten (10) business days of its request for reconsideration. If the Contractor fails to request a reconsideration within ten (10) days, the determination shall be final. If the Contractor requests reconsideration, the Director of Construction Office will appoint a Reconsideration Official who did not take part in the original determination to review the decision and supporting documentation (hereinafter referred to as the "Reconsideration Official"). FHWA may participate in the review process. The Reconsideration Official will contact the Contractor and schedule a meeting with the Contractor. The meeting will be held at the SCDOT Headquarters Building in Columbia. At the meeting, the Contractor will have an opportunity to present oral and written evidence to demonstrate that good faith efforts were made to meet the DBE commitments and contract goal. The Reconsideration Official may also consider evidence presented by SCDOT at the same meeting. After the meeting, the Reconsideration Official will issue a written report and recommendation to the Director of Construction. The Director of Construction shall make the final decision on the issue. The Director of Construction will notify the Contractor of the final decision in writing.

PART B (2) INSTRUCTIONS TO CONTRACTORS

REQUIREMENTS - DESIGN BUILD

A. GOAL

The DBE goal on this project is located in the Design Build Agreement.

B. GENERAL

PROPOSER shall comply with Parts A and B above, except as specifically modified pursuant to this section. This section modifies the timing and steps for which the PROPOSER is to submit DBE committals for a design build project.

C. DBE PROGRAM RELATED CERTIFICATIONS

By submitting a proposal and by entering into any contract on the basis of that proposal, the PROPOSER certifies and agrees to each of the following DBE Program-related conditions and assurances:

1. PROPOSER shall adhere to the requirements of 49 CFR 26 and this supplemental specification.
2. PROPOSER's failure to comply may result in one or more sanctions as outlined in Part B above.
3. PROPOSER shall ensure DBE firms are given full and fair opportunities to participate with the PROPOSER on this project.
4. PROPOSER shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract.
5. PROPOSER will not prevent a DBE firm from providing quotations to other PROPOSERS.
6. PROPOSER shall adhere to the rules and requirements of good faith efforts in seeking qualified DBE firms.
7. PROPOSER shall adhere to the rules and requirements of Commercially Useful Function (CUF) as described in 49 CFR 26 and Part B above.
8. PROPOSER agrees that, if a bond surety assumes the completion of work, the surety shall be obligated to meet the same contract terms and requirements as were required of the original PROPOSER.

D. DESIGN BUILD DBE PROGRAM COMPLIANCE PROCEDURES

1. DBE Utilization Plan

a. Within thirty (30) calendar days from the effective date of the Agreement, the PROPOSER shall submit to SCDOT a DBE Utilization Plan for review and approval. This plan shall include the following information:

- 1) The various work elements the PROPOSER anticipates subcontracting to DBE firms in order to meet the established contract goal;
- 2) The expected dollar amount and contract percentages of each work element to be applied towards meeting the contract goal; and
- 3) Anticipated timeframes for which PROPOSER expects DBE subcontracts to be executed for each of the work elements identified.

b. Failure to promptly submit the DBE Utilization Plan will not delay SCDOT's issuance of the Notice to Proceed thereby commencing contract time.

c. As the Project proceeds through the design phase, the PROPOSER may submit a revisions to the approved DBE Utilization Plan, if necessary, for the SCDOT's consideration and approval. Reasons for the revisions shall be documented by the PROPOSER and included in the revision request.

d. The DBE Utilization Plan must identify an active DBE liaison officer responsible for administrating the DBE program and promoting an inclusive DBE program.

e. After approval of the DBE Utilization Plan, PROPOSER may begin submitting DBE Committal Sheet.

2. Establishing DBE Committals

a. The PROPOSER shall aggressively implement the approved DBE Utilization Plan by submitting DBE Committal Sheets listing specific DBE firms to carry out the identified work elements. The use of DBE firms and the information to be provided on the DBE Committal Sheet shall be as instructed in Part A above. The PROPOSER's Final DBE Committal Sheet with signed quotes on DBE company letterhead must be submitted and approved 30 calendar days prior to beginning of construction activities. Failure to meet this deadline may result in withholding progress payments. Construction activity will not begin until all DBE committals sheets are approved by SCDOT.

b. If the Final DBE Committal Sheet falls short of the DBE contract goal, the PROPOSER shall comply with the good faith efforts procedures in accordance with Part A above, with the exception that the good faith information is due within three (3) business days following the submission of final DBE committal sheet.

3. Progress Review Meetings / Monthly Updates

a. Implementation of the DBE Utilization Plan shall be a discussion point during each progress review meeting until such time as the SCDOT deems it a closed issue.

b. The DBE liaison officer shall attend all progress review meetings (in person or via teleconference).

c. PROPOSER's failure to submit monthly updates or if the SCDOT believes the efforts of the PROPOSER in implementing the DBE Utilization Plan are insufficient. PROPOSER may incur sanctions as outlined in Part B above. The SCDOT's approval date of the DBE Utilization Plan will establish the date for which monthly updates are required of the PROPOSER.

d. PROPOSER shall provide copies of executed DBE subcontracts when executed.

4. PROPOSER's Obligation Post DBE Committal

a. Once a firm is listed on the DBE Committal sheet, the PROPOSER shall administer the subcontract with the firm in accordance with the instructions provided in Part B(1).

b. Proposer must invite all sub-contractors to the pre-construction/partnering session(s).

c. PROPOSER, for itself, for its design build team, and for its subcontractors and suppliers, whether certified DBE firm or not, commits to complying fully with all federal and state DBE provisions and agrees to assume these contractual obligations and to bind the design build team contractually to the same at the PROPOSER's expense.

SUPPLEMENTAL SPECIFICATIONS

SCDOT Project Number _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled “Disadvantaged Business Enterprises (DBE) Supplemental Specification” included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. FOR DESIGN BUILD PROJECTS, FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

¹ Name & Address of DBE's (Sub-contractor/Sub-consultant or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

Total amount committed \$ _____ TOTAL COMMITTAL FOR THIS CONTRACT: _____%

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent – show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price – show unit price quoted by DBE.
- ⁵ Dollar Value – extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____

Prime Contractor Name

day of _____, 20

(SEAL)

By: _____
Signature of Prime Contractor Representative

Notary Public for _____

Title: _____
Prime Contractor

My commission expires: _____
Representative

rev 7/1/19

August 7, 1991

LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS

A. Late Discovery of Archaeological/Historical Remains on Federal Aid Projects.

1. Responsibilities:

The Contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations. If any such cultural remains are encountered, the Resident Construction Engineer shall be immediately notified and all work in the vicinity of the discovered materials or site shall cease until the Department's Staff Archaeologist or the State Highway Engineer directs otherwise.

2. Applicability:

This provision covers all areas of ground disturbance resulting from this federal - aid contract, including but not limited to road construction, Department designated borrow pits, Contractor furnished borrow pits, and/or staging areas.

3. Cost Reimbursement and Time Delays:

Any extra work required by A(1) above within the project right of way or on Department designated borrow pits (see below) will be paid for in accordance with Subsection 104.05 of the Standard Specifications. Extra contract time may be provided under Subsection 108.06 of the Standard Specifications for archaeological work within the project right of way or on designated borrow pits.

NOTE: On Contractor furnished borrow pits the contractor is not entitled to any additional time or money for delay on impact resulting from A(1) above or for extra work required by A(1) above. Therefore, contractors may wish to retain professional archaeological services to better ensure that borrow pit areas are cleared of archaeological/historical remains prior to use on Federal aid projects.

B. Approval of Designated Borrow Pits on Federal Aid Projects (Plant Sites which qualify as commercial are not included).

In instances where the Department specifically designates the location of borrow pits on project plans or in contract specifications for use on a Federal aid project, an archaeological survey will be performed by Department archaeologists prior to award of contract.

This provision also applies to designated disposal sites, staging areas, haul roads, and job site field offices.

August 20, 1975

Revised February 17, 2000

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
TRAINING SPECIAL PROVISIONS**

This Training Special Provision supersedes Subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities", (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

THE NUMBER OF TRAINEES TO BE TRAINED UNDER THE SPECIAL PROVISION WILL BE.

Road - None.

Bridge - None.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State Highway Agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women (trainees)) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application

SUPPLEMENTAL SPECIFICATIONS

or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State Highway Agency and the Federal Highway Administration. The State Highway Agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. However, the Contractor will not be reimbursed unless the trainee completes fifty percent (50%) or more of the total hours required of the classification. As approved by the Engineer, reimbursement will be made for training persons in excess of the number specified herein. Zero Road hours, and Zero Bridge hours are included in this proposal for contract purposes only. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for off-site training indicated above may be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal Aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the off-site training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

November 4, 2013

CONSTRUCTION SCHEDULES**General**

This supplemental specification addresses schedule requirements for SCDOT contracts. There are three levels of schedules. The level required is included in the Special Provision. The level of schedule is selected based on the design field review completed in the preconstruction phase or during estimate development.

Level 1 – Minimal Schedule Requirement

Level 2 Schedule – Standard Critical Path Method Schedule

Level 3 Schedule – Critical Path Method Schedule with Monthly Cumulative Payment Clause.

Level 1 Requirement:

Provide to the Resident Construction Engineer (RCE) a four-week look-ahead schedule identifying planned weekly work activities. Update the schedule every two weeks. The look-ahead schedule allows the RCE to schedule construction engineering and inspection personnel. The Department will not be responsible for delays which may be caused by the contractor's failure to abide by his schedule. Failure to submit the look-ahead schedule as specified may result in the withholding of partial payment estimates.

Provide the look-ahead schedule in Word or Excel format or as directed by the RCE.

The Contractor may provide a CPM schedule as indicated in **Level 2 Schedule Requirements** in lieu of the four-week look-ahead schedule as follows:

- Notify, in writing, the RCE that a CPM schedule will be provided in lieu of a four-week look-ahead schedule. Provide timely notification so that the baseline schedule is submitted in accordance with **Level 2 Schedule Requirements - Submission, Review, and Acceptance Process – Baseline Schedule**.
- No payment will be made if the Contractor elects to provide a CPM as a Level I Requirement. **Measurement and Basis of Payment** will be according to the Level I Schedule.
- Election to provide a CPM schedule in lieu of a four-week look-ahead schedule will be for the duration of the project.

Level 2 Schedule Requirements:

For projects requiring a CPM schedule, the Contractor will provide and update a construction schedule to the SCDOT, which will be used as a quantitative basis for:

- Monitoring and evaluating the Contractor's progress in completing contracted work;
- Evaluating requests for additional contract time;
- Budgeting for construction partial payment estimates; and
- Managing SCDOT engineering and inspection personnel.

The Contractor's construction schedule shall encompass the entire contract period, and be developed consistent with the contract milestones and the contract maintenance of traffic plan. Critical path activities shall be identified for the duration of the project. The schedule shall also include sufficient information as *outlined in this supplemental specification* to provide for monetary and quantitative tracking of the work by the SCDOT.

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Include and reference in the schedule at the time of occurrence, all documentation and explanations supporting a time adjustment request.

Utilities

The schedule shall reflect the utility relocations noted in the contract documents and discovered during field review and include activities of appropriate duration, location, and logic, as provided by the Utility, for the utility work. Where utility durations are unknown, the Contractor shall provide a reasonable estimate of duration. Utility durations will be reviewed in the baseline approval process as outlined in the section "Submission, Review, and Acceptance Process." Utility durations will be presented at the Preconstruction Conference for concurrence by the utility provider. In the event that the utility representative cannot provide concurrence at the Preconstruction Conference, the Contractor, the Resident Construction Engineer, and the utility provider shall work diligently to reach acceptable durations. If there is no concurrence or input from the utility provider concerning the Contractor's utility durations within 15 calendar days following the Preconstruction Conference, the submission with the Contractor's estimate of utility duration will be reviewed for baseline acceptance. Further utility duration changes beyond this point in time will be assessed in monthly schedule updates. Failure to include activities for any element of work or any known utility work will not relieve the Contractor from completing the work within the allotted contract time.

Schedule Submissions

Contractors shall maintain CPM schedules for all applicable projects using at a minimum Primavera Project Management 5.0 or Primavera Contractor 5.0. The Contractor shall coordinate with the Department's District Scheduler to provide an exported schedule importable into the Primavera version used by the Department.

Templates for the CPM schedules are available to download at [the](#) SCDOT construction Extranet site located:

<https://www.scdot.org/business/constructionletting-extranet.aspx>

When submitting schedules to the SCDOT, the Contractor shall assign file names to each schedule file (baseline and updates) according to the following conventions (dates are YYMMDD):

Type of Schedule Submitted:	Baseline	Update	As-Built
File Name Convention:	[Contract ID]b[Data Date]	[Contract ID]u[Data Date]	[Contract ID]ab[Data Date]
File Name Example:	32.82571b060201	32.82571u060201	32.82571ab060201

Note on Data Dates - The initial Baseline Construction Schedule shall have a data date equal to the Award Date and not include any work to date. Monthly schedule updates shall have a data date set 1 day beyond the most recent estimate period end date.

Extranet file names upon uploading shall include the contract ID.

All submissions shall be made within the time frames defined under "Submission, Review and Acceptance Process."

Electronic Files: Upload each baseline construction schedule and monthly update submission to the SCDOT Construction Extranet site in .xer format.

The Extranet site location is:

<https://www.scdot.org/business/constructionletting-extranet.aspx>

Provide an Adobe file of each baseline construction schedule, monthly update submission, and schedule narrative to the District Scheduler and the Resident Construction Engineer. The schedule Adobe file shall include the following columns in 11 inch x 17 inch format: Activity ID, Activity Name, Start, Finish, Schedule % Complete, Physical % Complete, Budgeted Total Cost, Actual Total Cost, Remaining Total Cost, At Completion Total Cost, Original Duration, Remaining Duration, At Completion Duration, Earned Value, Planned Value, Schedule Variance Index, and Total Float. Sort on "Start" prior to printing to Adobe.

Schedule Narrative: Submit a Schedule Narrative Report with the baseline and each monthly update schedule describing current project schedule status and identifying potential delays. This report will include

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a description of the progress made since the previous schedule submission and objectives for the upcoming 30 calendar days.

- 1) Address all previous schedule review comments;
- 2) The report shall indicate if the project is *on schedule*, *ahead of schedule* or *behind schedule* as compared to the accepted baseline. Include the Schedule Variance Index, planned value cost and earned value cost. If the project is ahead of schedule or behind schedule, the report shall include the specific number of calendar days. If the project is behind schedule, the report shall include a detailed recovery plan that will put the project back on schedule. The narrative shall compare the Substantial Completion milestone for the baseline with the update;
- 3) Describe the *current critical path* of the project including the lowest total float value and indicate if this has changed in the last 30 calendar days. Discuss current successes or problems that have affected either the critical path's length or have caused a shift in the critical path within the last 30 calendar days. Identify specific activities, progress, or events that may reasonably be anticipated to impact the critical path within the next 30 calendar days, either to affect its length or to shift it to an alternate path;
- 4) List all schedule logic or duration changes that have been made to the schedule since the previous submission. Provide an explanation for any *constraint* used. For each change, describe the basis for the change and specifically identify the affected activities by identification number;
- 5) Scheduling assumptions (considerations for known and foreseeable constraints or restrictions such as weather, traffic, environmental, utility, safety, etc.);
- 6) Identify activities, either in progress or scheduled to occur within the following 30 calendar days that require Department participation, review, approval, etc.;
- 7) Identify any calendars used that are not DOT specific, and explain the details of those calendars;
- 8) Identify schedule settings used;
- 9) Identify activity expense item changes;
- 10) Minimized the use of lag. Where possible, use an activity to represent lag time. In no instance shall negative lag be used;
- 11) Description of how the schedule is organized (e.g. broken down by road or activity);
- 12) Explain any actual duration exceeding the original duration;
- 13) Explain out of sequence activities individually and the overall effect on the schedule;
- 14) Explain, individually, activities that failed to start in the previous 30 days;
- 15) Include the current contract completion date;
- 16) Include the current contract amount and sum of actual cost;
- 17) Include approved change orders. Explain the costs and schedule change associated with them;
- 18) Submit the narrative with a naming convention of [Contract ID]n[Data Date].doc (e.g. 32.82571n060201.doc). Contractor will upload the electronic copy [in .doc format] to the South Carolina Department of Transportation Construction Extranet site;

19) Explain the schedule impacts of all utility work, known or anticipated;

Schedule Details

SCDOT reserves the user_text1 and user_text2 fields.

Data Date - The Baseline Construction Schedule shall have a data date equal to award date and not include any completed work to date. Monthly schedule updates shall have a data date set to one day beyond the most recent estimate period end date.

Milestones - Schedule shall identify the following milestones as a minimum:

- **Award Date:** The date the Contractor is notified by the Director of Construction that he is awarded the project.
- **Contract Execution Date:** The date the contract is signed by the Department.
- **Baseline CPM Acceptance:** *Anticipated date the baseline schedule is accepted. No work will start prior to this milestone date.*
- **Notice to Proceed Date (NTP):** the NTP date is determined in coordination between the Engineer and the Contractor.
- **Work Begin Date:** Actual date that on-site work commences. In the baseline CPM schedule, this is the anticipated work begin date by either the prime contractor or any subcontractor. Once work begins, status the schedule with the actual date recorded in SiteManager.
- **Interim Completion Dates or Interim Milestones:** When interim completion dates or interim milestones (associated with project stages) are included in the contract specifications.
- **Mobilization:** Preparations for and moving of equipment, etc., to the project site.
- **Start of Paving:** Date paving production and placement is to start. This includes any paving requiring a SCDOT certified inspector representing the Department.
- **Substantial Work Complete Date:** The point in the project when all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project including tie-ins and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers. The only remaining work to be performed is punch list items. Place a Finish On or Before constraint on this milestone equal to the completion date in the contract. If a change order is completed for time, update the constraint to the adjusted completion date.
- **As-Built CPM Schedule Submission:** The point in time in which the final schedule submission is made.
- **Project Liability Insurance Expiration Date MM/DD/YY:** This date references the expiration of the insurance as defined in Section 103.8 of the Standard Specification for Highway Construction. Include the date that the project liability insurance expires in the milestone activity name. If the expiration renewal date is prior to the Contract Completion Date, place a "Finish On" constraint on the finish milestone. If the expiration renewal date is beyond the Contract Completion Date, place an "As Late As Possible" constraint on the finish milestone. There are no logic ties for this milestone. Inclusion of this date in the CPM schedule does not relieve the contractor of his responsibility to retain liability insurance as defined by the Standard Specifications for Highway Construction.

Activities –

- Each Activity shall be part of the logic driven network, be cost loaded using Expense Categories, and include a predecessor (except the first activity) and a successor (except the last activity).
- Each Activity Name shall include a verb and a noun and represent the work function.
- Activity Names shall include the location of the work when there are multiple activities of the same work in different locations of the project.
- Limit activity original duration to 30 calendar days.

As a minimum, and when applicable, the schedule shall include the following activities when related work is part of the contract.

SUPPLEMENTAL SPECIFICATIONS

- **Mobilization:** Provide the same number of mobilization activities as for payment in the proposal i.e.
 - **Mobilization Payment I**
 - **Mobilization Payment II**
- **Clearing & Grubbing:** Self-explanatory.
- **Utility Relocations:** The schedule must reflect the utility relocations noted in the contract documents and include activities of appropriate duration for the utility adjustments. Where utility durations are unknown, the Contractor shall provide a reasonable estimate of duration. Relate utility activities to the contract work activities that they effect or are affected by.
- **Cure Period:** The period of time between two activities needed for material curing. Examples include concrete and thermoplastic pavement markings. For this activity, use a seven day work week calendar.
 - **Earthwork:** Unclassified & borrow excavation, compaction, fine grading, etc.
- **Drainage:** Pipe, catch basins, manholes, etc.
- **Base Course:** Graded aggregate base courses, cement modified bases, etc.
- **Paving:** Hot mix asphalt base, intermediate, and surface courses; Portland cement concrete pavements, etc.
- **Structures:** Bridges, box culverts, retaining walls, etc.

Where sufficient detail has not been provided in included activities to determine progress of work and forecast of inspection and cost, the Department will request additional activities be added. The Department requires retain logic be used in scheduling projects. Relationship ties of all out-of-sequence activities should be corrected to reflect the actual occurrence. The use of progress override is not permitted. The monthly schedule update narrative shall justify any logic change(s).

Suspend Dates - The use of suspended dates is prohibited. If the activity is disrupted, break out into additional activities and explain in narrative.

Activity Expected Finish Dates – Activity Expected Finish dates are prohibited.

Resources – The Department will not require any input to the resource component of the schedule by the Contractor.

Expenses – Contractor shall assign the SCDOT contract items as expenses to each activity. The information provided under Expenses is used to evaluate daily production rates. SCDOT contract items will be included as Expense Categories and will be made part of the SCDOT schedule template available to download from the construction Extranet site. These shall be the only expense categories associated with activities. Under expenses, populate the fields Budgeted Units, Price/Unit, and Actual Units. If a SCDOT contract item cannot be found in the most current template, SCDOT should be contacted. The template will then be updated and uploaded to the extranet by SCDOT.

Weather - Considerations for normal weather shall be addressed within the activity duration.

Calendars – Contractor shall assign an appropriate SCDOT calendar to each activity in the schedule. Alternate calendars may be assigned, but specifics of the alternate calendars must be justified in the baseline narrative. Contractor shall assign all calendars as project specific – NOT GLOBAL. Acceptance of the alternate calendars is subject to review by the SCDOT. Considerations for weather shall be addressed within the activities – calendars shall not be modified to account for weather considerations. While calendars have been created to address established seasonal restrictions, it is the Contractor’s responsibility to assure that all restrictions, as identified in the contract documents, are included. Where the Contractor elects to not utilize all available contract time in the baseline schedule submission, either by blocking out days in the calendar or including an activity for an extended period of no work, future delays against the time omitted will not warrant additional time.

The Baseline Construction Schedule shall not extend beyond the number of working days or contract completion date originally provided in the contract.

Cost Loading – All schedule activities shall be cost loaded using the contract bid items (Expense Categories), unit prices, and units (quantities) under “Expenses” in Primavera. Associated expenses shall correlate with the item of work covered by the activity.

Float – Float is not for the exclusive use or benefit of either the Department or the Contractor. Negative float in the original baseline schedule is not allowed.

Schedule Layout – Organize the schedule using a Work Breakdown Structure (WBS) consistent with the phasing and staging noted in the contract documents.

Default Values – Contractor shall use the following defaults, physical percent complete, retain logic, longest path critical activities, and under Admin Preferences, make Time Periods 8.0 hours/day, 40 hours/week, 172 hours/month, and 2,000 hours/year.

Submission, Review and Acceptance Process

Baseline Schedule –

Submission:

Regular Bid Projects:

Contractor shall submit a Critical Path Method (CPM) Contract Schedule and Narrative to the District Scheduler no more than 15 calendar days after execution of the contract or 15 days prior to the preconstruction conference, whichever is earlier. Once the initial baseline schedule is submitted, a preconstruction meeting date may be assigned by the RCE and Contractor. The CPM Schedule and Narrative shall be submitted via upload to the Extranet. Upon upload, the Contractor shall immediately notify the District Scheduler and the Resident Engineer via email that the CPM schedule has been submitted. The accepted CPM baseline schedule is paid for in the first available estimate period after contract execution.

A+B Bid Projects:

Contractor shall submit a Critical Path Method (CPM) Contract Schedule and Narrative to the District Scheduler no less than 15 calendar days prior to the preconstruction conference. Once the initial baseline schedule is submitted, a preconstruction meeting date can be assigned by the RCE and Contractor. The preconstruction meeting shall be assigned no earlier than 15 calendar days after the initial baseline submission. The CPM Schedule and Narrative shall be submitted via upload to the Extranet. Upon upload, the Contractor shall immediately notify the District Scheduler and the Resident Engineer via email that the CPM schedule has been submitted.

Review:

Upon receipt of the CPM Construction Schedule, SCDOT shall review and provide comments to the Contractor within 10 business days of receipt. The Contractor will have 5 business days to respond to SCDOT comments. This process will continue until the Engineer and the District Scheduler determines the construction schedule is acceptable.

The Contractor’s representative familiar with the submitted schedule shall present and discuss their accepted schedule at the Preconstruction Conference. In the event the schedule has not been accepted (i.e. review process is ongoing), the most current schedule under review shall be presented.

Acceptance:

Acceptance of the submitted schedule by the SCDOT will establish the baseline schedule for the contract. This acceptance by SCDOT does not serve to excuse any omissions or errors in the Contractor’s schedule (i.e. activities not included in baseline will not be considered in any time extensions).

SUPPLEMENTAL SPECIFICATIONS

Review and **acceptance of baseline schedule is required prior to start of work.** Delays in reaching this acceptance will not constitute a basis for granting additional contract time. If there is no concurrence or input from the utility provider concerning the Contractor's utility durations within 15 days following the Preconstruction Conference, the submission with the Contractor's estimate of utility duration will be reviewed for baseline acceptance. Further utility duration changes beyond this point in time will be assessed in monthly schedule updates.

Monthly Updates –

Monthly updates shall be made no later than 15 calendar days following the most recent estimate period end date, whether or not an estimate was generated and shall have a data date one day beyond the most recent estimate period end date. If no work was completed during the estimate period, an update with the most current estimate period is required. Upon upload, the Contractor shall immediately notify the District Scheduler and the Resident Engineer via email that the CPM schedule has been submitted. Failure to submit timely updates will result in SCDOT evaluating contract status from the last submitted update schedule by adjusting the data date to the most current estimate period end date. Late update submittals may result in the Contractor being evaluated for preliminary delinquency in accordance with current version of the South Carolina Department of Transportation Standard Specifications for Highway Construction. Habitually late submittals may result in automatic delinquency. Failure to submit acceptable schedule updates as required will result in the withholding of the partial payment estimate regardless of preliminary delinquency. Updates shall include the following:

- Updated schedule to show actual progress on activities;
- Updated schedule to show actual costs on activities;
- Change orders that have occurred during the last estimate period;
- Any task dependent activity greater than 30 days in actual duration that has not incurred additional costs since the last update shall be terminated and broken into additional activities. Document the activity change and reason for late completion in the narrative;
- Remaining costs on completed activities are zeroed (if remaining costs are redistributed, indicate in the narrative the activities containing the costs);
- Update remaining cost appropriately;
- Updated schedule to show actual completion on milestones;
- Narrative to describe progress, planned activities, issues, adjustments to remedy any activities or milestones behind schedule, etc., in the format described in Schedule Submissions;
- Any changes other than those to actual start, actual finish, remaining duration, and Percent Complete are considered revisions. Revisions to a schedule update are subject to acceptance by the Engineer;

As-Built Schedule – A final As-Built Schedule shall be submitted within 15 calendar days following the contract completion. The as-built schedule should reflect the final project including extra work from change orders.

Baseline Schedule Changes – Once the baseline schedule has been accepted, all subsequent schedules provided will be considered schedule updates and compared to the original baseline. A new baseline will only be considered when significant changes in contract scope, changes in SCDOT priorities, or delays beyond the control of the Contractor occur.

If a baseline change is needed, the Contractor shall provide, in writing, a request to the Resident Construction Engineer with the following information:

- An electronic copy of the proposed baseline schedule using the following naming convention and in accordance with **Schedule Types** (included previously)

Type of Schedule Submitted:	Updated Baseline
File Name Convention:	[Contract ID]ub[Data Date]
File Name Example:	32.82571ub060201

SUPPLEMENTAL SPECIFICATIONS

- Narrative identifying changes warranting a new baseline

A decision for an updated baseline will be made jointly between the Resident Engineer and the District Scheduler within 10 business days of receipt of request.

Progress Meetings- The contractor shall present the most current schedule at progress meetings to discuss any issues and upcoming events. If found necessary by the SCDOT, the contractor shall attend meetings to specifically discuss issues about the schedule.

Level 3 Schedule Requirements

Level 3 schedule requirements will be enforced on contracts where the bid amount exceeds \$20 million and one of the following occurs:

- SCDOT financial status warrants the specific control of large project monthly payouts
- The contract SVI is less than -0.50 or greater than 0.50 for two consecutive months indicating the project is significantly behind or ahead of the Contractor’s baseline schedule.

In the event that the Department chooses to enforce the Level 3 Schedule Requirement, the Contractor will submit an updated baseline schedule within 15 days of notification. The Contractor schedule will be used for payment purposes once the baseline schedule has been accepted by the Department. In addition to meeting the requirements of the Level 2 Schedule, the following shall apply.

Once accepted by SCDOT, the project’s initial baseline cost loaded CPM will be used for SCDOT budget purposes and the contractor will not be paid in excess of the cumulative amount shown on the schedule through each payment date; regardless of what subsequent monthly updates indicate. For example, see chart below:

Pay period ending	12/31/11	1/31/12	2/29/12	3/31/12	4/30/12	5/31/12
Baseline CPM Planned Payout in Millions (Cumulative to Date)	2.0 (2.0)	3.0 (5.0)	3.0 (8.0)	4.0 (12.0)	4.0 (16.0)	3.0 (19.0)
Actual work performed (Cumulative to Date)	1.5 (1.5)	2.0 (3.5)	3.5 (7.0)	6.0 (13.0)	3.0 (16.0)	4.0 (20.0)
Payout by SCDOT (Cumulative to Date)	1.5 (1.5)	2.0 (3.5)	3.5 (7.0)	5.0 (12.0)	4.0 (16.0)	3.0 (19.0)

Partial payment estimates will be generated in SiteManager (computerized construction management system) based on actual quantities installed. If actual quantities installed exceed the cumulative schedule amount to date, a negative adjustment will be made in SiteManager to adjust the pay as necessary. For previous work exceeding the schedule amount, payments will be released as work progresses and payouts fall below the scheduled cumulative amount, never to exceed the cumulative scheduled amount through that pay period.

If significant contract changes are necessary, and upon approval by the SCDOT, a re-baseline to the initial CPM will be allowed per the CPM schedule specification and the payout schedule may be adjusted accordingly.

All subcontractors must be paid in accordance with the Prompt Payment Clause (Supplemental Specification dated June 14, 2000) for the quantities used to generate the partial payment estimates. In instances where a payout by SCDOT is less than the actual work installed under a given estimate, the Prompt Payment Clause is hereby amended to require full payment to all subcontractors, for work complete, within 7 days of receipt of said SCDOT payout.

SUPPLEMENTAL SPECIFICATIONS

Contract Schedule Performance Evaluation:

Project performance is not measured for contracts where the percent time < 0.30 for projects with a Level I Requirement and percent time < 0.20 for projects with the Level II Requirement or Level III Requirement.

$$\text{Percent Time} = (\text{Last Estimate Date} - \text{NTP}) / [(\text{Adj Completion Date}) - (\text{NTP})]$$

Level I Requirement: Contracts with a minimal schedule requirement that are not deemed “on-call:”

Performance curves were developed using historical data from SiteManager based on contract type and ranges of contract amount. For each of these groupings, three curves identifying minimal performance levels are used to measure project performance. On the example below, the curves indicate that projects falling below the 50th percentile line are slower than 50 percent of the projects of same type and in the range of the bid amount indicated. Projects falling below the 40th percentile line are slower than 60 percent of the projects of the same type and in the range of the bid amount indicated. Projects falling below the 25th percentile line are slower than 75 percent of the projects of the same type and in the range of the bid amount indicated.

On a monthly basis at the end of the estimate period, a comparison of Time Percent Complete vs. Work Percent Complete will be made and plotted on a performance curve matching the contract type within the bid amount. The measurements are defined as:

$$\text{Time Percent Complete} = (\text{Last Estimate Date} - \text{NTP}) / [(\text{Adj Completion Date}) - (\text{NTP})]$$

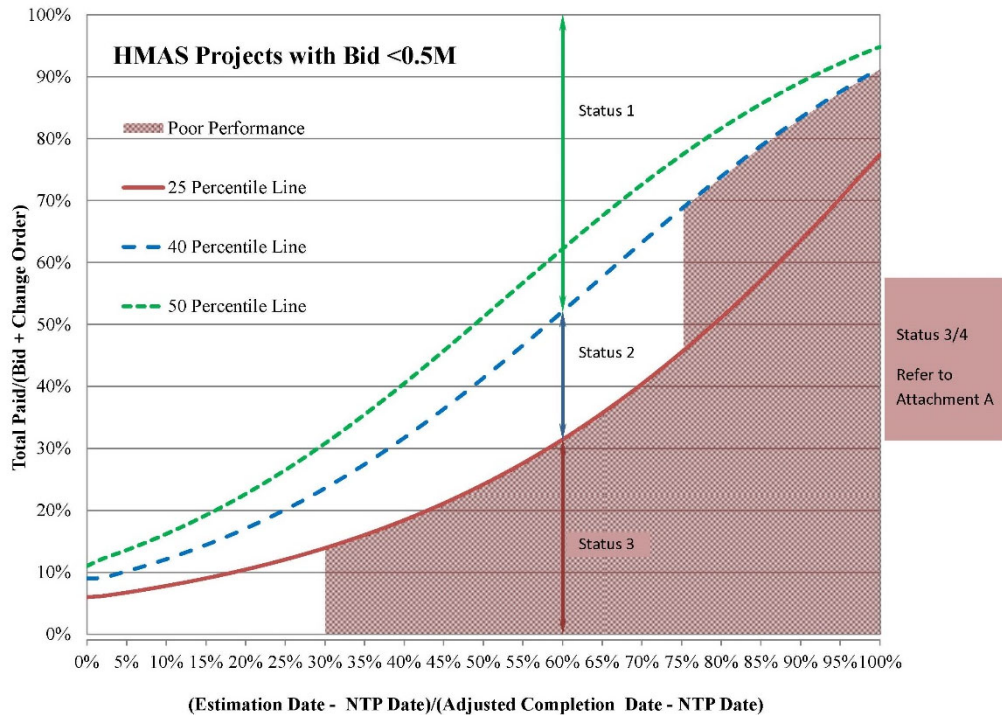
$$\text{Work Percent Complete} = \text{Total Paid} / (\text{Total Bid} + \text{CO})$$

Poor Performance is considered when any contract is beyond its Adjusted Contract Completion date or when Time Percent Complete versus Work Percent Complete plots in the shaded area (on the appropriate performance curve) as defined by:

[30%, 75%) time below the 25th percentile line

-or-

[75%, 100%] time below the 40th percentile line.



Example Performance Curve

Performance curves may be found under Construction Schedule Templates on the Extranet at:

<https://www.scdot.org/business/constructionletting-extranet.aspx>

Contracts with a CPM – Level II and III Schedule:

Monthly CPM updates are required for contracts with a CPM Level II or Level III schedule requirement as defined under **Submission, Review and Acceptance Process**. The contractor shall update actual completed quantities and physical percent complete (% of work complete for the activity) for all activities impacted during the most recent estimate period. Budgeted cost of the work performed (Earned Value) from the schedule update and budgeted cost of work planned (Planned Value) from the accepted baseline schedule are used to determine project variance in Primavera utilizing Schedule Variance Index (SVI). The calculation used by Primavera is:

$$\text{Schedule Variance Index (SVI)} = (\text{Earned Value} - \text{Planned Value}) / \text{Planned Value}$$

Where $SVI < -0.10$, the contract is considered to be slipping behind plan.

Contract Performance Action:

A summary of progress performance action is included in Attachment A. Preliminary Notice of Delinquency is abbreviated as PND.

Level I Schedules:

When plotting Time Percent Complete vs Work Percent Complete as indicated above, if the contract falls in the shaded section on the appropriate performance curve,

First Offense:

- PND w/o bonding notification
- Request recovery plan

Second Offense:

- PND w/bonding notice
- Request recovery plan
- Hold PND to monitor recovery plan. If plan not met, move to delinquency

Level II or III Schedules:

In any estimate period where the SVI is $(-0.20, -1.0]$ as defined under: **Contracts with a CPM – Level II and III Schedule:**

First Offense:

- PND w/o bonding notification
- Request recovery plan

Second Offense:

- PND w/bonding notice
- Request recovery plan
- Hold PND to monitor recovery plan. If plan not met, move to delinquency

Measurement and Basis of Payment

SUPPLEMENTAL SPECIFICATIONS

Level 1 Schedule

There is no separate measurement or payment for look-ahead schedules. All costs associated with the preparation or revision of a look-ahead schedule are considered incidental to the work.

Level 2 and 3 Schedules

The Department will make partial payments according to Section 109, Standard Specifications for Highway Construction, and as modified by the following schedule:

Basis of Payment	Percentage of Contract Unit Price of Item
After the Engineer has accepted the CPM Baseline schedule	60
After the Engineer has accepted the As-Built CPM schedule	40

July 1, 2017

MUCK EXCAVATION

Delete Subsection 203.2.1.3 of the Standard Specifications in its entirety and replace with the following:

Muck Excavation, or undercutting, consists of the removal and satisfactory disposal of unsuitable materials indicated in the plans and additional waste areas identified by the RCE. The amount (longitudinal and lateral extent) of muck excavation will be provided in the plans or directed by the RCE. The Contractor is responsible for the proper disposal of unsuitable materials. Do not dispose of unsuitable materials within the SCDOT Right-of-Way, unless prior written approval has been obtained from the RCE. The final depth of muck excavation shall not exceed 5 feet, unless otherwise specified in the plans and/or Specifications. Contact the Geotechnical Engineer-of-Record (GEOR) if muck excavation exceeds 5 feet and it has not been previously specified in the plans or Specifications. If the item "Muck Excavation" is not included in the Contract, the unsuitable material is considered Unclassified Excavation for the first 500 cubic yards encountered; any additional muck excavation required will be considered extra work.

March 8, 2016

BRIDGE LIFT MATERIALS

1.0 DESCRIPTION

The requirements of this specification shall consist of furnishing all necessary submittals and materials for providing bridge lift materials in accordance with the details shown on the plans. The bridge lift materials shall be installed at locations shown on the plans, unless otherwise directed by the Department.

2.0 MATERIALS

The materials provided for under this specification shall be used for bridge lifts. Bridge lift materials shall consist of 2 general types; first, materials that can be placed through water and second those materials that are placed over soft exposed subgrades without water being present. The materials placed through water shall consist of either stone or coarse granular materials. The materials placed on soft exposed subgrades may consist of stone or coarse granular materials; borrow materials or man-made materials.

2.1 Stone Materials: The stone materials shall meet the provision requirements as indicated in the following table.

Sieve Analysis	Percent Passing
2-inch	100
1.5-inch	90-100
No. 4	0-50
No. 16	0-6

The stone shall consist of durable particles that are comprised of naturally occurring materials including durable marine limestone. The natural materials shall have a dry unit weight of at least 90 pounds per cubic foot. The dry unit weight shall be a rodded unit weight determined according to AASHTO T-19M. The stone bridge lift materials shall be obtained from a source listed on *SCDOT Qualified Product List 2*.

2.2 Granular Materials: The granular materials shall meet the specification requirements for an A-1-a (AASHTO M-145) as indicated in the following table.

Sieve Analysis	Percent Passing
No. 10	50 max.
No. 40	30 max.
No. 200	15 max.
Plasticity Index	6 max.
Organics	1 max.

The granular materials shall consist of durable, naturally occurring particles. The granular materials shall have a dry unit weight of at least 110 pounds per cubic foot. The dry unit shall be determined according to AASHTO T-99. Recycled materials may not be used.

SUPPLEMENTAL SPECIFICATIONS

2.3 Borrow Excavation Materials: Borrow excavation materials used as a bridge lift shall be limited to A-1, A-2 and A-3 materials (AASHTO M-145). The borrow excavation materials shall meet the requirements as described in the current edition of the SCDOT Standard Specifications for Highway Construction.

2.4 Man-Made Materials: Man-made materials shall conform to the latest requirements contained in Supplement Technical Specification (STS) *Lightweight Aggregates* (SC-M-203-5). Recycled materials may not be used.

2.4 Submittals: The contractor is required to submit copies of gradation testing to the Department prior to delivery of the material to the site and at the discretion of the RCE as placement proceeds, if in the opinion of the RCE additional verification of the gradation is required.

3.0 METHOD OF MEASUREMENT

Stone bridge lift materials shall be measured by the ton (TON) when included in the Contract. Granular bridge lift materials shall be measured by the cubic yard (CY) when included in the Contract. The quantity of granular bridge lift material includes the material acceptably excavated and is measured in its original position and determined from cross-sections by the method of average-end-areas, complete and accepted. Borrow excavation bridge lift materials shall be measured and included in the total borrow excavation material required for the project. Man-made bridge lift materials shall be measured as required in STS *Lightweight Aggregates* (SC-M-203-5).

4.0 BASIS OF PAYMENT

Unless otherwise specified, payment for the accepted quantity of material, as specified herein, measured in accordance with this specification, is determined using the contract unit bid price for the applicable pay item. Payment is full compensation for obtaining, hauling and placing the material and all other materials, labor, equipment, tools, supplies and incidentals necessary to satisfactorily complete the work as required in the Plans, Project Specifications and other terms in the Contract.

Where the Contractor is required to furnish the borrow pits for granular bridge lift material, payment for the granular bridge lift material includes the cost of the borrow pit, clearing and grubbing of pits, necessary haul roads, hauling of the borrow material to the designated location on the project and for all other pertinent stipulations stated above.

Payment of borrow excavation bridge lift material shall be included in the quantity of borrow excavation used on the project. Payment for man-made bridge lift material shall be included in the quantity for lightweight aggregates.

Payments shall be made under:

Item No.	Pay Item	Pay Unit
2052010	Stone Bridge Lift Material	TON
2052020	Granular Bridge Lift Material	CY

January 4, 2012

FINE GRADING

Fine Grading is the work necessary to bring the subgrade material into the final shape and compacted condition prescribed in the Contract documents. The area considered for Fine Grading is defined in **Section 208** of the 2007 SCDOT Standard Specifications.

To clarify the area for the item Fine Grading, modify the following subsections in **Section 208** as indicated below.

Subsection 208.4.3 Fine Grading

Delete the third paragraph and replace it with the following:

- 3 Fine Grading is defined as the work necessary to bring the subgrade material into the final shape and compacted condition prescribed in the Contract documents. The subgrade surface area paid for as Fine Grading is only the area under the permanent pavement structure plus 18 inch beyond the longitudinal edge of the permanent pavement structure. Except for the additional 18 inches beyond the permanent pavement structure, the area under existing pavement that remains in place, unpaved shoulders, driveways, curbs, gutters, sidewalks, multi-use paths, temporary pavement, and slopes is not included in the Fine Grading area.

Subsection 208.5 Measurement

Delete the first and second paragraphs and replace them with the following:

- 1 The quantity for the pay item Fine Grading is the surface area of the subgrade that is constructed and prepared for the intended pavement structure as defined in paragraph 3 of **Subsection 208.4.3** and is measured by the square yard (SY), complete, and accepted. The bid quantity will be considered the full amount to be paid unless work requiring fine grading is deleted, or additional work is added to the project that was not required by the original bid documents.
- 2 If the pay item Fine Grading is not included in the Contract, subgrade work is not measured for payment directly and is considered included in contract unit bid price of the various other items of work. When Fine Grading is included in the Contract, the subgrade work for areas under previously existing pavement, unpaved shoulders, driveways, curbs, gutters, sidewalks, temporary pavement, and slopes is not measured for payment directly and is considered included in contract unit bid price of the various other items of work.

January 1, 2019

Asphalt Binder and Additives

Delete Subsection 401.2.1.1, Binder and Additives, General of the Standard Specification in its entirety and replace it with the following:

401.2.1.1 Performance Graded (PG) Binder

Use PG 64-22 or PG 76-22 binder as required by the contract that conforms to all of the requirements of AASHTO M 320. Do not use any combination of "air blown" asphalt binders. Ensure that the asphalt binder supplier lists all types of modifiers and additives used in the production of their PG binders including source of Re-Refined Engine Oil Bottoms (REOB), polymers, ground tire rubber (GTR), polyphosphoric acid (PPA), silicone, and liquid anti-stripping agent (LASA) in their Quality Control Plans. Ensure that additives used for compaction aides or anti-strips such as silicones, WMA additives, and LASA products are listed on the Bill of Lading (BOL). Use PG asphalt binders and modifiers that are heat and storage stable. Thoroughly blend the composite materials at the asphalt terminal before being loaded into the transport vehicle. Asphalt terminals that either supply or produce PG binders must be able to store multiple tanker loads of PG and certify that their products meet AASHTO M 320 prior to transferring or shipping on the BOL and that all modifiers and additives are compatible. Ensure that all PG binders adhere to *SCDOT Qualified Products Policy No. 37-38*. Only use PG 64-22 and PG 76-22 binder from sources listed on the most recent edition of *SCDOT Qualified Product List 37*.

401.2.1.1.1 Modified Performance Graded Binder

When specified, use modified binder consisting of a neat binder modified with a polymer or other modifier producing a binder complying with the requirements of a PG 76-22 as specified in AASHTO M 320 with the addition of the Multiple Stress Creep Recovery (MSCR) test using AASHTO T 350. Ensure acceptable elastomeric polymer is used by using Non-recoverable Creep Compliance values plotted against Percent Recovery based on figure 1 found in AASHTO R92 using RTFO aged material. Ensure that the MSCR test is performed at 64°C using the Very Heavy Traffic "V" Grade requirement in AASHTO M 332. Use elastomer polymer or modifier consisting of a styrene-butadiene (SB), styrene-butadiene-styrene (SBS), styrene-butadiene-rubber (SBR), or ground tire rubber (GTR). Polyphosphoric Acid (PPA) may also be added to the binder, but must not exceed 0.5% by weight of the asphalt binder. Varying blends of SB, SBS, SBR, GTR (7% min.), and PPA (0.5% max.) may be used, at the discretion of the AME, provided the end product meets all specified requirements for the PG 76-22. Perform the storage stability separation test ASTM D7173 to ensure the asphalt binder is homogenous. Ensure that all storage tanks on the asphalt plant site are clearly marked to prevent cross contamination of different PG binders.

401.2.1.1.1.1 Ground Tire Rubber (GTR) in Performance Graded Binder

Ensure that the Ground Tire Rubber (GTR) is terminally (no exceptions) blended with the neat asphalt to create a homogenous and storage stable PG 76-22 that meets all criteria as stated in 401.2.1.1.1, with the exception of Solubility requirement (AASHTO T 44). Blending the GTR modified binder at the asphalt plant during asphalt mixture production will not be permitted. Use a 2.0mm gap setting when using the DSR in accordance to AASHTO T 315 and AASHTO T 350. GTR materials must be free from excessive moisture when received from the tire recycling facility and stored in a dry location at the terminal to prevent blending issues with the binder modification process. A letter of compliance from the tire recycling facility will be required by the AME and the asphalt terminal stating that the GTR blend will meet this specification. The GTR must be free of loose metal particles, other foreign contaminating materials, with exception of embedded metal particles in the rubber. Mineral powder may be added to reduce sticking and caking of the GTR particles. Stabilizing or compatibility additive(s) can be used to achieve better particle distribution. Any additives used for this purpose must not be detrimental to the performance of the asphalt binder or mixture performance and must be accepted by the AME in the supplier's QC plan. Ensure that the GTR supplier provides certificates of compliance with each shipment certifying that all requirements of this specification are complied with for each production lot number and the end product is homogenous and shows no signs of separation or coagulation. In the event that the terminal changes supply sources of GTR type of grind

SUPPLEMENTAL SPECIFICATIONS

(ambient or cryogenic), or particle size, the asphalt terminal must perform a complete binder analysis on their revised product, and also provide a split sample to the SCDOT to ensure specification compliance.

Provide all sources of GTR and grind type in the asphalt terminal's QC plan. SCDOT may obtain samples of the GTR particles, base binder, or the finished GTR modified asphalt binder to ensure specification compliance at any time.

Physical Test	Test Procedure	Specification
Sampling of the GTR	ASTM E105 ASTM E122	In accordance to random sampling procedures
GTR Supply	ASTM D5603	Ambient or Cryogenic Grind
Dosage of GTR	Per COA & Supplier's QC Plan	Minimum of 7.0% by weight of the PG 64-22 base asphalt binder
GTR Specific Gravity	ASTM D5603	1.06 – 1.20
GTR Particle Distribution	ASTM D5644	30 Mesh Maximum of 2.0% Retained
GTR Metal Content	ASTM D5603	Maximum 0.01%
GTR Fiber Content	ASTM D5603	Maximum 0.50%
GTR Moisture Content	ASTM D1509	Maximum 0.75%
Mineral Filler –Talcum Powder (Optional)	ASTM M17	Maximum of 4.0%
Stabilizing Additives (Optional)	-	Maximum of 4.5% by wt. of GTR

Chemical Test	Test Procedure	Specification
Acetone Extract	ASTM D297	Maximum 25.0%
Rubber Hydrocarbon Content		40.0 – 60.0 %
Ash Content		Maximum 8.0 %
Carbon Black Content		20.0 – 40.0 %
Natural Rubber		16.0 – 45.0 %

401.2.1.1.1.2 Ground Tire Rubber in Open Graded Friction Course or SMA Mixtures

Stabilizing fibers and fiber supply systems at the asphalt plant may not be necessary when the GTR binder is used as required by section 409.2.3 and 409.4.3 of the Standard Specifications or any other Supplemental Specification for OGFC or SMA. Perform the SC-T-90 drain-down procedure at 350°F when conducting the asphalt mix design, or otherwise directed by the AME. In the event that drain-down values are found to be excessive, then stabilizing fibers may be necessary as directed by the AME. No additional compensation will be paid for the fibers in the OGFC or SMA mixture.

401.2.1.1.1.3 Asphalt Plant Storage Requirements When Using Ground Tire Rubber

Use a dedicated storage tank for “terminal blended GTR asphalt binder” at the asphalt plant. This tank must be capable of providing continuous mixing, as well as recirculation of the GTR asphalt binder as needed. Ensure that this tank is heated and capable of maintaining the temperature of the homogeneous blend of asphalt binder and GTR at 300°F to 350°F. Ensure that GTR modified binders are not mixed with other modified PG 76-22 binder without permission of the AME.

July 1, 2010

TRANSPORTATION AND DELIVERY OF MIXES

Subsection 401.4.17, Transportation and Delivery of Mixes, of the Standard Specification will be deleted in its entirety and replaced with the following:

Transport the HMA from the plant to the point of use in vehicles meeting the requirements of Subsection 401.3.7. Do not permit any load of HMA to leave the plant so late in the day that it cannot be spread, finished, and compacted during daylight of that same day unless an approved artificial lighting system is provided. Ensure that HMA mixtures containing the asphalt binder grades below are produced and delivered to the jobsite within the acceptance range listed in the table below with exception that Base C and D mixtures will be produced and delivered at a temperature range of 240°-275° F. The mix temperatures will be checked using SC-T-84. Ensure the HMA mixtures are held within the acceptance range based on Binder Performance Grade in the Job Mix Formula. Deliver mixture within the acceptance range for temperature to assist in obtaining density requirements which provide smooth riding pavements with uniform texture.

Binder Performance Grade	Acceptance Range (°F)
PG 64-22	265°-325°
PG 70-22	285°-335°
PG 76-22	300°-350°

Note: This temperature specification does not apply to WMA (SC-M-408). Refer to the HMA Contractor's QC Plan for mix acceptance range based on selected asphalt plant WMA technologies.

Sloped Edge Longitudinal Shoulder Joints**Add the following to Subsection 401.4.23 of the Standard Specifications:**

All surface mixtures placed at 150 lbs. per square yard or greater will require the sloped edge joint device. The device contacts the surface of the shoulder of the road and creates an improved transition to cross roads, driveways and obstructions. The device may be removed if deemed necessary for projects that do not require or need a sloped edge profile.

Use a sloped edge longitudinal shoulder joint attachment for the asphalt paver in order to create a sloped edge profile onto an existing roadway shoulder. Construct a sloped edge onto the longitudinal shoulder joint to promote a safe transition between the newly placed asphalt mixture and the existing shoulder (without curb or other confined edges) using an approved device.

Approved devices are listed on Qualified Product Listing No. 75. These devices must meet the requirements of this specification and Qualified Product Policy No 75 to be included on QPL 75. The sloped edge device will be designed to be attached to the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a consolidated wedge shape pavement edge of between 25-35 degrees. The device must be designed to constrain the asphalt material by reducing the area by 10 to 15% thereby increasing the consolidation of the extruded profile. The use of a conventional single plate strike off is not permitted.

January 1, 2018

MATERIAL FOR FULL DEPTH PATCHING

Delete the following sentence located in subsection 401.2.5 – Material for Full Depth Patching

~~"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."~~

Insert the following sentence:

"Use an approved SCDOT mix as described in the Supplemental Specification "Removal of Existing Asphalt Pavement before Patching" dated January 1, 2018."

January 1, 2018

Removal of Existing Asphalt Pavement before Patching

Delete Subsection 401.4.14 Removal of Existing Asphalt Pavement before Patching, of the Standard Specifications in its entirety and replace with the following:

The **RCE** will determine the limits of distressed pavement and will mark width and length of patches. **RCE** / **RME** will inspect the road and ensures that drainage is adequate and no additional work needs to be done to the ditches and shoulders to promote proper drainage. The **RCE** may elect to obtain random cores if needed to determine proper depth of distressed area to be patched. Construct patches with a minimum size of 6.5 feet x 6.5 feet with at least 25 feet between patches. Care should be taken to ensure that longitudinal joints do not end up in the wheel paths. In the event that considerable quantities of full depth patching (FDP) are encountered, the RCE will consult with the State Pavement Design Engineer to consider other rehabilitation methods.

Remove the pavement to the depth indicated in the Plans, ensuring that the face of the cut is straight and vertical, with the exception of tapers needed to get equipment in and out of the patched area. If unstable material is encountered, remove additional material as directed by the **RCE**. Backfill the volume of the material removed below the patch with material meeting the requirements of **Section 305**, Graded Aggregate Base, and thoroughly compact in layers not exceeding 4 inches with a vibratory compactor. Thoroughly tack the sides of the existing pavement before placing the asphalt patch material in the hole.

Place the patch material in relatively uniform layers not to exceed the number of lifts in the table below. Ensure that the patch material is selected from the table below. Compact each layer with a vibratory compactor and a pneumatic roller. Whenever practical, allow lifts to cool down prior to placing the next lift, especially when doing multiple patches in the same area. The 175° F requirement between lifts does not apply to FDP. Conduct the work so that patches are opened and filled each day, with the roadway being opened to traffic by the end of each days operation.. Ensure that the finished patch is smooth riding by using a straight edge. Temperature and calendar restrictions found in **Section 401.4.4** do not apply, however no FDP will be permitted if the area is wet or frozen prior to removing the old pavement.

Full Depth Patching Materials		
Depth of FDP	Select mixture type below based on Depth of FDP	
	Alternate Mixture Options	Typical Mixture
4" or Less	Surface Type B / C 2 Lifts	Intermediate C 2 Lifts
6"	Surface Type B / C 2 Lifts	Intermediate C 2 Lifts
8"	Intermediate B Special 2 lifts	Intermediate C 3 lifts
10"	Intermediate B Special 2 lifts	Intermediate C 3 lifts
12" or More	Consult with the State Pavement Design Engineer	

July 1, 2019

Traffic Control

Delete Subsection 601.1.3 of the Standard Specifications in their entirety and replace them with the following:

601.1.3 Closure Restrictions

601.1.3.1 General Restrictions

¹ The Department reserves the right to restrict the installation of lane closures, road closures, shoulder closures, ramp closures, pacing operations or any other operations that will impact the efficient flow of traffic or hinder normal traffic operations on the roads of the South Carolina state highway system during peak travel hours and/or days, holidays, holiday weekends, extended holiday periods, weekends, special events or any time traffic volumes are high. Lane closures on high volume highways during peak traffic periods or at any time traffic volumes exceed the numerical values determined to be acceptable by the Department are PROHIBITED. Lane closures on routes with high volume commuter traffic during peak traffic periods are PROHIBITED.

² Special events are events generating excessive traffic as determined by the Department. Lane closures, road closures, shoulder closures, pacing operations or any other operations that would impact the efficient flow of traffic or hinder normal traffic operations during special events are PROHIBITED unless otherwise directed by the Engineer.

³ The Department reserves the right to suspend a lane closure, road closure, shoulder closure, pacing operation or any other operation if the RCE determines a delay or a resulting traffic backup is excessive. Observe and maintain all project specific time restrictions as specified by the Plans, the Specifications and the RCE. Install and remove lane closures, road closures, shoulder closures, pacing operations, or any other operation that would impact the efficient flow of traffic or hinder normal traffic operations within the time restrictions including all relative traffic control devices and signs. Coordinate work activities requiring lane closures, road closures, shoulder closures, pacing operations or any other operation in accordance with all restrictions.

⁴ Installation and maintenance of a lane closure is PROHIBITED when not actively engaged in work activities specific to the location of the lane closure unless otherwise specified and approved by the RCE. The length of the lane closure shall not exceed the length of roadway anticipated to be subjected to the proposed work activities within the work shift time frame or the maximum lane closure length specified within the contract unless otherwise specified and approved by the RCE. Also, a maximum lane closure length specified within a contract does not warrant installation of the specified lane closure length when the length of the lane closure necessary for conducting the work activity is less. The length and duration of each lane closure, within the contract specified parameters, shall require approval by the RCE prior to installation. The length and duration of each lane closure may be reduced by the RCE if the work zone impacts generated by a lane closure are deemed excessive or unnecessary.

⁵ The presence of temporary signs, portable sign supports, traffic control devices, trailer mounted equipment, truck mounted equipment, personnel, and vehicles relative to the installation or removal of a closure is PROHIBITED within the temporary clear zone during the prohibited hours.

601.1.3.2 Holiday Restrictions

¹ The Department prohibits lane closures on interstate highways during holiday weekends and extended holiday periods as defined below unless otherwise directed by the Engineer. The Department's holiday lane closure restrictions for holidays that are observed on a Monday will include the weekend and are considered a holiday weekend unless otherwise established by these specifications. The Department defines the typical Monday holiday weekend as from 6:00 am of the

SUPPLEMENTAL SPECIFICATIONS

Friday before the weekend until 6:00 a.m. of the Tuesday after the holiday. Lane closures, road closures, shoulder closures, pacing operations or any other operations that will impact the efficient flow of traffic or hinder normal traffic operations during these Monday holiday weekends as defined above are PROHIBITED unless otherwise directed by the Engineer.

2 Easter and Thanksgiving holidays are varied and extended holiday periods of a holiday weekend. Easter holidays are defined as from 12:00 noon of the Thursday before Easter until 6:00 p.m. of the Monday after Easter. Thanksgiving holidays are defined as from 12:00 noon of the Wednesday before Thanksgiving Day until 6:00 a.m. of the Monday after Thanksgiving Day. Lane closures, road closures, shoulder closures, pacing operations, or any other operations that will impact the efficient flow of traffic or hinder normal traffic operations during the Easter and Thanksgiving holidays as defined above are PROHIBITED unless otherwise directed by the Engineer.

3 Consider Independence Day (4th of July) an extended holiday period. This extended holiday period will vary from year to year depending upon the day of the week the 4th of July occurs. See the table below. Lane closures, road closures, shoulder closures, pacing operations or any other operations that will impact the efficient flow of traffic or hinder normal traffic operations during the Independence Day holiday as defined below are PROHIBITED unless otherwise directed by the Engineer.

INDEPENDENCE DAY (4th OF JULY) HOLIDAY	
DAY OF WEEK	DURATION
MONDAY	6:00 AM FRIDAY, JULY 1 ST through 10:00 PM TUESDAY, JULY 5 TH
TUESDAY	6:00 AM MONDAY, JULY 3 RD through 10:00 PM WEDNESDAY JULY 5 TH
WEDNESDAY	6:00 AM TUESDAY, JULY 3 RD through 10:00 PM THURSDAY JULY 5 TH
THURSDAY	6:00 AM WEDNESDAY, JULY 3 RD through 10:00 PM FRIDAY JULY 5 TH
FRIDAY	6:00 AM THURSDAY, JULY 3 RD through 10:00 PM MONDAY JULY 7 TH
SATURDAY	6:00 AM THURSDAY, JULY 2 ND through 10:00 PM MONDAY JULY 6 TH
SUNDAY	6:00 AM FRIDAY, JULY 2 ND through 10:00 PM TUESDAY JULY 6 TH

4 Consider Christmas an extended holiday period. This extended holiday period will vary from year to year depending upon the day of the week Christmas Day occurs. See the table below. Lane closures, road closures, shoulder closures, pacing operations or any other operations that will impact the efficient flow of traffic or hinder normal traffic operations during the Christmas holiday as defined

SUPPLEMENTAL SPECIFICATIONS

below are PROHIBITED unless otherwise directed by the Engineer.

CHRISTMAS HOLIDAY	
DAY OF WEEK	DURATION
MONDAY	6:00 AM FRIDAY, DECEMBER 22 ND through 10:00 PM WEDNESDAY JANUARY 3 RD
TUESDAY	6:00 AM FRIDAY, DECEMBER 21 ST through 10:00 PM THURSDAY JANUARY 3 RD
WEDNESDAY	6:00 AM FRIDAY, DECEMBER 20 TH through 10:00 PM FRIDAY JANUARY 3 RD
THURSDAY	6:00 AM TUESDAY, DECEMBER 23 RD through 10:00 PM SUNDAY JANUARY 4 TH
FRIDAY	6:00 AM WEDNESDAY, DECEMBER 23 RD through 10:00 PM SUNDAY JANUARY 3 RD
SATURDAY	6:00 AM THURSDAY, DECEMBER 23 RD through 10:00 PM MONDAY JANUARY 3 RD
SUNDAY	6:00 AM FRIDAY, DECEMBER 23 RD through 10:00 PM TUESDAY JANUARY 3 RD

601.1.3.3 Waiver of Restrictions

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Waiver or modification of these restrictions or the established hourly lane closure prohibition hours shall require approval from either the Deputy Secretary of Engineering, the Chief Engineer for Operations, or the Chief Engineer for Project Delivery. When requesting such a waiver or modification of these restrictions, submit the request to the RCE no less than 30 calendar days prior to the day in question. The Department reserves the right to approve, deny, and/or rescind waivers at its discretion. The Department reserves the right to suspend a lane closure, road closure, shoulder closure, pacing operation or any other operation if the RCE determines a delay or a resulting traffic backup is excessive.

July1, 2018

ASSISTANCE BY HIGHWAY PATROL AND LOCAL LAW ENFORCEMENT**Subsection 610.4.5.2, Temporary Road Closures, Requirements,** of the Standard Specifications:

Replace Paragraph 2 with the following:

- 2 Use the assistance of the South Carolina Highway Patrol or local law enforcement when it is necessary to stop traffic. Coordinate the traffic control with the RCE and either the Highway Patrol or local law enforcement agency.

Subsection 610.4.7.2, Pacing Operation, Requirements, of the Standard Specifications: Replace

Paragraphs 2 and 3 with the following:

- 2 Use the assistance of the South Carolina Highway Patrol or local law enforcement when it is necessary to implement a pacing operation. Coordinate the traffic control with the RCE and either the Highway Patrol or local law enforcement agency.
- 3 Assistance from the South Carolina Highway Patrol or local law enforcement is required when a pacing operation is implemented. Have Highway Patrol troopers or local law enforcement officers intercept traffic in advance of the project site at a distance sufficient to provide a work period of 20 minutes or less. Close all on-ramps within the affected area in advance of the project site until the queue of controlled traffic has passed. Station Highway Patrol troopers or local law enforcement officers at the point of closure of each on-ramp.

Subsection 611.4.5.2, Installation and Removal of Overhead Signs and Structures, Requirements,

of the Standard Specifications: Replace Paragraph 4 with the following:

- 4 Use assistance from the South Carolina Highway Patrol or local law enforcement when it is necessary to stop or pace traffic. Coordinate the traffic control procedure with the RCE and either the Highway Patrol or local law enforcement agency as necessary.

September 1, 2012

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

1. Description:

This specification details the minimum requirements of all Automated Flagger Assistance Device Systems (AFAD) utilized and placed into operation on the roadways of the state of South Carolina.

An automated flagger assistance device system is a temporary traffic control device system for controlling the flow of traffic through temporary traffic control areas, typically work zones, that generate the requirement for two-way traffic to share a single travel lane. An automated flagger assistance device system shall consist of no less than 2 individual AFAD units linked and remotely controlled by wireless communications. A flagger(s), who has successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider, shall operate the system. Install, operate and maintain each AFAD unit as designated by these Supplemental Specifications, the manufacturer's specifications, the Standard Drawings for Road Construction, the Plans and the Engineer.

An automated flagger assistance device system acceptable for use on the roadways of the state of South Carolina shall be either a Type I "RED / YELLOW" Lens system or a Type II "STOP / SLOW" Sign system.

The automated flagger assistance device system shall comply with all requirements for Automated Flagger Assistance Devices as specified and directed by the MUTCD, latest edition, and this supplemental specification. An automated flagger assistance device system shall operate and comply with all requirements for flagging operations as specified and directed by the latest editions of the MUTCD, the South Carolina Flagger's Handbook and the Standard Specifications for Highway Construction. Also, an automated flagger assistance device system shall operate and comply with all requirements for flagging operations as specified and directed by the Standard Drawings for Road Construction, the special provisions, the plans and the Engineer.

2. Operations Requirements:

A. General: Automated flagger assistance device systems are only permitted for use on two-lane two-way roadways where each single travel lane of opposing traffic is required to utilize and share one travel lane. An AFAD system is PROHIBITED for use on multilane roadways with reduced numbers of travel lanes. An AFAD is not a traffic control signal and shall not be used as a temporary traffic control signal or to control traffic at any location with more than 2 opposing single travel lanes seeking to share one travel lane.

B. Documentation: Provide documentation to the SCDOT to verify that each operator of an automated flagger assistance device system has successfully completed instruction in the operation of a system by the manufacturer of that system. Also, provide documentation to verify that each operator has successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider.

1. **Work Conducted under Contract to SCDOT** - Provide documentation of proof of successful completion of training in the proper operation of the AFAD system by the manufacturer of the system and successful completion of training as a flagger by a South Carolina Department of Transportation approved work zone traffic control training provider to the Resident Engineer no less than 7 days prior to placing an automated flagger assistance device into operation.

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2. **Work Conducted under Encroachment Permit** - Provide documentation of proof of successful completion of training in the proper operation of the AFAD system by the manufacturer of the system and successful completion of training as a flagger by a South Carolina Department of Transportation approved work zone traffic control training provider along with submittal of the encroachment permit to the SCDOT.

C. Operator: The operator of the an automated flagger assistance device system shall be a recipient of and have successfully completed instruction in the operation of the system by the manufacturer of that system. The operator shall have successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider.

The South Carolina Department of Transportation only recognizes the following entities as acceptable providers of work zone traffic control training for organizations outside of the SCDOT who perform work activities within the highway rights-of-way in South Carolina under either contract to SCDOT or encroachment permit:

American Traffic Safety Services Association (ATSSA)
Institute for Transportation Research and Education at North Carolina State University (ITRE)
Carolinas Association of General Contractors (AGC)
National Safety Council South Carolina Chapter

The operator shall control the automated flagger assistance device system from a location with an unobstructed view of the AFAD unit as well as an unobstructed view of the approaching traffic. If a single operator is controlling more than one unit, the operator shall have an unobstructed view of traffic from both directions. At no time is the operator permitted to leave the AFAD unattended when the AFAD is operating.

D. Site Location: When sufficient shoulder space is available, place and position the AFAD unit on the shoulder of the roadway no closer than 1 foot from either the near edge line or the near edge of pavement when an edge line is absent to the near edge of the trailer when the gate arm is in the upright position. When sufficient shoulder space to attain the minimum 1 foot requirement is unavailable, minimal encroachment of the unit upon the adjacent travel lane is permitted.

Place and position the AFAD unit to allow the end of the gate arm, when in the down position, to reach the center of the adjacent travel lane being controlled by the unit. Encroachment by the gate arm when in the down position to a point less than to the center of the adjacent travel lane or into the opposing travel lane beyond the center of the roadway is PROHIBITED.

Install the advance warning signs required for typical flagging operations on each approach. In addition to the typical flagging operations sign array, also include and install a "Be Prepared To Stop" sign (W3-4-48) between the "Flagger" symbol sign (W20-7-48) and the AFAD unit on each approach. Therefore, the required advance warning signs for each approach are, "Be Prepared To Stop" (W3-4-48), "Flagger" symbol (W20-7-48), "One Lane Road Ahead" (W20-4-48-A) and "Road Work Ahead" (W20-1-48-A).

E. Nighttime AFAD Flagging Operations: During nighttime operations, illuminate each AFAD unit station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime operations, operators shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107 standard performance for Class 3 risk exposure, latest revision, and a fluorescent hard hat. The safety vest and the safety pants shall be retro reflectorized and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

Supplement the array of advance warning signs with a changeable message sign for each approach during nighttime AFAD flagging operations. These changeable message signs are not required during daytime operations. Install the changeable message signs 500' in advance of the advance warning sign arrays. Messages should be "Flagger Ahead" and "Prepare To Stop".

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3. System Requirements:

A. General: An automated flagger assistance device system shall consist of a Main AFAD unit and a Remote AFAD unit, linked and remotely controlled by wireless communications. The individual trailer-mounted units shall have nesting capabilities to permit towing of both units in a single trailer configuration. When nested, all lights including stop, tail and turn signal lights of both units shall operate uniformly.

B. Power Source: The electrical power for operation of the sign shall be supplied by a 12 VDC power source or a 110 VAC or a 120 VAC power source. Provide and mount a D/C power source for the unit on the trailer. An adaptable 110 VAC or 120 VAC power source may be used when available and selected for use.

1. **D/C Powered:** Power the unit by means of a battery bank charged by photovoltaic solar panels and/or a built-in 110 VAC 10 amp battery charger. House the battery bank in a lockable heavy duty weatherproof box or cabinet. The battery bank shall have the capability to provide sufficient operating power to the unit for no less than 7 continuous days.
2. **A/C Powered:** Power the unit by means of a 110 VAC or 120 VAC power source. Equip the unit with ground fault circuit interrupter circuit breakers. Conduct all A/C power adaptations with UL approved equipment and methods.

C. Remote Control: Equip each AFAD unit with a controller capable of receiving and implementing instructions through wireless communications from a handheld transceiver. Also, equip each AFAD unit with a handheld transceiver that provides wireless communication with the unit controller to permit operation of the individual unit or the system by an operator or operators from remote locations. The system shall provide the capability for total system operation and control of both units by one operator from a primary handheld transceiver as well as allow independent unit operation by one operator per unit from unit specific handheld transceivers.

Monitor and verify data transmissions utilized to control the AFAD units. Digitally encode signal transmissions to minimize interference. Comply with all applicable requirements of the Federal Communications Commission. In the event communications are disrupted or lost, the system shall go into a "fail safe" mode and display the "Circular Red" / "STOP" indications and lower the gate arms.

D. Gate Arm: Equip each AFAD unit with an automated gate arm that descends to a down position across the travel lane that approaching traffic is operating in when the AFAD unit displays the condition for approaching traffic to stop. The automated gate arm shall ascend to an upright position when the AFAD unit displays the condition to allow stopped traffic to proceed past the location of the AFAD unit.

Acceptable operation of the gate arm shall require the gate arm to begin descent to the down position no less than 2 seconds or more than 4 seconds after the AFAD unit displays the condition for approaching traffic to stop. The gate arm shall begin ascent to the upright position not less than 1 second or more than 2 seconds prior to display of the condition to allow stopped traffic to proceed.

The gate arm shall measure no less than 8 feet in length and shall have a minimum vertical height of 4 inches when placed in the down position. Reflectorize both sides of the gate arm with a Type III Micro prismatic retroreflective sheeting with vertical alternating red and white stripes at 16 inch intervals.

The gate arm shall deflect in the event an errant vehicle drives through and strikes the gate arm and then return to a functional position after the errant vehicle clears the gate arm.

E. Trailer: Fabricate and equip each trailer with a single axle, springs, support assembly and four (4) leveling or stabilizer jacks. Properly equip the trailer to comply with South Carolina Law governing motor vehicles. The minimum requirement for lights and reflectors shall include turn signals, dual tail lights, and brake lights. Equip each trailer with Safety chains meeting SAE J-697 standards and paint each trailer with Federal Standard No. 595, Orange No. 12246.

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Each trailer mounted AFAD unit shall have the capability to withstand winds up to 80 MPH without overturning when in the operating configuration or position.

4. Type I “RED / YELLOW” Lens System:

A Type I “RED / YELLOW” Lens AFAD system shall alternately display a steadily illuminated Circular RED lens and a flashing Circular YELLOW lens to control traffic without the need for a “human flagger” in the immediate vicinity of the AFAD unit. The steadily illuminated Circular RED lens shall illuminate when approaching traffic is required to stop and the flashing Circular YELLOW lens shall illuminate when stopped or approaching traffic is permitted to proceed pass the location of the AFAD unit.

A RED / YELLOW Lens AFAD unit shall have no less than one set of Circular RED and Circular YELLOW lenses in a vertical configuration that have diameters of no less than 12 inches. Arrange the lenses to place the Circular RED above the Circular YELLOW and provide a minimum height of no less than 7 feet from the bottom of the apparatus housing the Circular YELLOW lens to the grade elevation of the travel lane under control of the AFAD unit. However, if the lenses are located over any portion of a travel lane in which traffic is operating and may pass underneath the lenses, the minimum mounting height shall be no less than 15 feet from the bottom of the apparatus housing the YELLOW lens to the grade elevation of the travel lane under control of the AFAD unit in which traffic is operating.

The gate arm shall begin its descent to the down position not less than 2 seconds or more than 4 seconds after the Circular RED lens is illuminated. The automated gate arm shall begin its ascent to the upright position not less than 1 second or more than 2 seconds prior to illumination of the flashing Circular YELLOW lens.

Install a “Stop Here On Red” sign (R10-6-36) or (R10-6a-30) on the right side of the approach at the point at which motorists are expected to stop when the Circular RED lens is illuminated.

Transition Between RED and YELLOW Conditions -

Transition to Circular RED condition - The flashing Circular YELLOW lens shall enter into a minimum 5 second steady illumination phase prior to transitioning to the steadily illuminated Circular RED condition. The gate arm shall begin its descent not less than 2 seconds or more than 4 seconds after the Circular RED lens is illuminated.

Transition to Circular YELLOW condition - The gate arm shall complete its ascent to the upright position not less than 1 second or more than 2 seconds prior to illumination of the flashing Circular YELLOW lens. The steadily illuminated Circular RED lens shall transition to the flashing Circular YELLOW lens.

The Type I “RED / YELLOW” Lens AFAD system shall include a fail-safe system with a conflict monitor or similar device to prevent display of conflicting indications between units. Also, the system shall provide indicators to notify the operators of power loss that may impede proper operation of the system.

5. Type II “STOP / SLOW” Sign System:

A Type II “STOP / SLOW” Sign AFAD system shall have a STOP / SLOW sign that alternately displays the STOP (R1-1-36) face and the SLOW (W20-8-36) face of a STOP / SLOW paddle to control traffic without the need for a “human flagger” in the immediate vicinity of the AFAD unit. The STOP sign face shall display when approaching traffic is required to stop and the SLOW sign face shall display when stopped or approaching traffic is permitted to proceed pass the location of the AFAD unit.

The STOP / SLOW sign, fabricated from a rigid material, shall have an octagonal shape with a minimum face size of 36 inches by 36 inches. Reflecterize each face of the sign with a Type VII, Type VIII or Type IX Prismatic Retroreflective sheeting included on the latest edition of the *SCDOT Qualified Products List 20*. The STOP sign face shall have a red background with white letters and border and the SLOW sign face shall have a diamond shaped orange background with black letters and border. The letters shall have

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a minimum height of 8 inches. The sign faces shall have a minimum mounting height of 7 feet from the bottom of the sign to the grade elevation of the travel lane under control of the AFAD unit.

Supplement the Type II "STOP / SLOW" Sign AFAD unit with active conspicuity devices. Include a steadily illuminated RED lens beacon to illuminate when the STOP sign face is displayed and a flashing YELLOW lens beacon to illuminate when the SLOW sign face is displayed. Each beacon shall have a 12 inch signal lens. Mount the RED lens beacon no more than 24 inches above the top of the STOP sign face and YELLOW lens beacon no more than 24 inches above the top or to the side of the SLOW sign face.

Type B warning lights are PROHIBITED as alternatives to the 12 inch signal lens beacons.

The gate arm shall begin its descent to the down position 2 seconds or more than 4 seconds after the transition to a complete display of the STOP sign face is accomplished and the illumination of the steadily illuminated RED lens beacon. The automated gate arm shall begin its ascent to the upright position not less than 1 second or more than 2 seconds prior to the initiation of the transition from the STOP sign face to the SLOW sign face.

Install a "Wait On Stop" sign (R1-7-30) and a "Go On Slow" sign (R1-8-30) either on the same support structure as the AFAD unit or immediately adjacent to the AFAD unit.

Transition Between STOP and SLOW Conditions -

Transition to STOP condition - The RED lens beacon shall enter into a "flashing mode" no less than 5 seconds prior to transitioning from the SLOW sign face to the STOP sign face. Immediately upon completion of the transition to complete display of the STOP sign face, the "flashing mode" of the RED lens beacon shall transition to a steadily illuminated condition. The gate arm shall begin its descent in not less than 2 seconds or more than 4 seconds after completion of the transition to a complete display of the STOP sign face and illumination of the steadily illuminated RED lens beacon.

Transition to SLOW condition - The STOP sign face shall begin the transition to the SLOW sign face. The gate arm shall begin its ascent to the upright position not less than 1 second prior to the initiation of the transition from the STOP sign face to the SLOW sign face. The RED lens beacon shall cease to illuminate and the flashing YELLOW lens beacon shall begin to illuminate immediately upon completion of the transition of the STOP sign face to the SLOW sign face and the ascent of the gate arm to its completed upright position.

The Type II "STOP / SLOW" Sign AFAD system shall include a fail-safe system with a conflict monitor or similar device to prevent display of conflicting indications between units. Also, the system shall provide indicators to notify the operators of power loss that may impede proper operation of the system.

3. Method of Measurement: Unless otherwise specified, Automated Flagger Assistance Device Systems (AFAD's) are not measured for separate payment but are included in the contract lump sum bid price item Traffic Control as specified in Subsections 107.12 and 601.5 of the *2007 Standard Specifications for Highway Construction*.

4. Basis of Payment: Unless otherwise specified, payment for an Automated Flagger Assistance Device System (AFAD) is included in the contract lump sum bid price item Traffic Control as specified in Subsections 107.12 and 601.5 of the *2007 Standard Specifications for Highway Construction*. The payment shall be full compensation for providing, installing, removing, and relocating as necessary, operating, and maintaining an Automated Flagger Assistance Device System (AFAD). Payment shall include furnishing all labor, hardware, equipment, tools, incidentals, and any miscellaneous items necessary for installing, operating, and maintaining the system.

July 1, 2020

WORK ZONE TRAFFIC CONTROL
TRAINING REQUIREMENTS
FOR
CONTRACTORS / SUBCONTRACTORS

1. Description:

This specification details the work zone traffic control training requirements for employees and representatives of a contractor or subcontractor under contract to the South Carolina Department of Transportation (SCDOT) whose job duties include responsibilities relative to implementation and maintenance of the Transportation Management Plan (TMP). "Employees and representatives of a contractor or subcontractor" will henceforth be referred to as "employee" or "employees" and "contractor or subcontractor" will henceforth be referred to as "contractor".

The SCDOT requires the contractor to provide documentation to substantiate successful completion and attainment of a passing score of a prescribed training course conducted by an SCDOT approved provider by those employees whose job duties categorize them as "designated trainees" as defined hereinafter.

2. Implementation:

These requirements for work zone traffic control training for employees of those entities under contract to the SCDOT whose job duties include responsibilities relative to implementation and maintenance of a TMP shall become effective on all projects let to contract after September 1, 2013.

3. Designated Trainees:

An employee whose job duty responsibilities, as designated hereto, impact or involve any of or all of the components of a TMP must successfully complete an advanced work zone traffic control training program. These components include the primary component, the "Temporary Traffic Control" plan, and the secondary components, the "Transportation Operations" plan and the "Public Information" plan.

An employee whose job duties include any of the following responsibilities regarding the TMP shall successfully complete an advanced work zone traffic control training program conducted by an SCDOT approved work zone traffic control training provider:

- Supervision of the field installation of any or all components of the TMP
- Supervision of the maintenance of any or all components of the TMP
- Supervision of the removal of any or all components of the TMP
- Design and development of revisions to an existing TMP
- Design and development of a new or alternate TMP
- Any decision-making responsibilities regarding the TMP

Those employees whose job duties do not include responsibilities relative to the TMP as stated above are not required to attend an advanced work zone traffic control training program. However, it is recommended that all employees whose job duties place them on the job site within the highway rights-of-way within 30 feet or less of a travel lane open to traffic should attend a basic work zone traffic control training course.

Also, an employee whose job duties include "flagger" shall successfully complete a "Flagger Training" course. However, regarding an employee whose job duties includes "flagger" but does not involve any of the responsibilities listed above, successful completion of a "Flagger Training" course is the only mandatory work zone traffic control training course required for this employee; other work zone traffic control training courses are elective.

4. Approved Work Zone Traffic Control Training Providers:

Approved work zone traffic control training providers conduct work zone traffic control training in compliance with the MUTCD and reference requirements specific to SCDOT. For a listing of the SCDOT approved work zone traffic control training providers and the approved courses, see the document entitled, “Approved Work Zone Traffic Control Training Guidelines Training Providers / Course For Contractors / Subcontractors” latest edition. This document may be found at the web address below.

<https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/TrainingProvidersListing.pdf>

Work zone traffic control training conducted by affiliates of the SCDOT approved providers in other states will be considered acceptable provided the training is comparable to the employee’s job duty responsibilities. For example:

The South Carolina Chapter of the National Safety Council is listed as an acceptable work zone traffic control training provider for the SCDOT. Comparable work zone traffic control training conducted in Texas by the Texas Chapter of the National Safety Council will also be considered acceptable. This scenario applies to each approved work zone traffic control provider who also conducts training outside of South Carolina.

Specific course material for work zone traffic control training courses designated as “Basic”, “Advanced”, “Supervisor” or “Flagger” and any additional training courses not specified here is determined by the work zone traffic control training course provider and has undergone review and received acceptance by SCDOT. Also, the passing score for each training course is determined by the work zone traffic control provider.

5. Training Requirements / Qualifications:

Successful completion of an advanced work zone traffic control training program is defined as achieving a passing score in all courses, including any prerequisite courses, to attain a level considered “advanced”, “supervisor” or any other relative term as designated by the provider to imply the trainee has an understanding of the course material inclusive of design, implementation and maintenance of work zone traffic control scenarios. Upon successful completion of the program, the trainee should also possess an understanding for determining the need for and developing and implementing adjustments as necessary when applying typical work zone traffic control applications to non-typical work site conditions and scenarios.

The employee whose job duty responsibilities mandate successful completion of an advanced work zone traffic control training program shall do so prior to performing any job duties with responsibilities relative to design and development of a TMP or revisions of an existing TMP or any decision-making responsibilities regarding the TMP or supervision of the field installation and maintenance of any and all components of the TMP.

Also, an employee whose job duties mandate successful completion of a “Flagger” training course shall do so prior to performing any job duties relative to flagging traffic.

Each employee who has successfully completed an approved advanced work zone traffic control training program or a “Flagger” training course shall attend and complete a refresher course relative to the employee’s job duties on a 5-year incremental time frame.

6. Documentation:

The contractor shall provide proof of successful completion of an acceptable advanced work zone traffic control training class by those employees whose job duty responsibilities mandate successful completion of approved work zone traffic control training to the Resident Engineer prior to the employee performing the job duties that incorporate responsibilities which necessitate approved work zone traffic control training. For proof of successful completion of an approved work zone traffic control training class, provide a copy of the certificate of training from the organization who conducted the training to the Resident Engineer. Failure to provide the required documentation as specified shall prevent SCDOT acceptance of the

SUPPLEMENTAL SPECIFICATIONS

employee as properly trained and acceptable for conducting those job duties that necessitate the prescribed work zone traffic control training.

The contractor shall provide proof of successful completion of an acceptable "Flagger Training" course by all employees whose job duties require them to be the "Flagger" within a flagging operation to the Resident Engineer prior to the employee performing any "Flagger" job duties.

The contractor shall provide proof of successful completion of an acceptable advanced work zone traffic control refresher course for those employees no later than 60 days beyond the 5 year anniversary date of the employee's certificate date of completion of a previous advanced work zone traffic control training program.

Documentation of proof of completion of a basic work zone traffic control training course by employees whose job duties require their presence on the job site within the highway rights-of-way but exclude any responsibilities relative to the TMP is not required.

ADHESIVELY BONDED ANCHORS AND DOWELS

1.0 Adhesively Bonded Anchors and Dowels

1.1 Scope

Furnish all required labor, equipment, and materials and perform all operations necessary for installing anchors and dowels in concrete using an adhesive bonding system in accordance with the details shown on the Plans and with the requirements of this Specification. Provide a material system specifically intended for use in structural applications for bonding anchors and dowels to hardened concrete. Limit applications to anchors and dowels installed in horizontal, vertical, and downwardly inclined positions. Do not use adhesive anchors in overhead or upwardly inclined installations. See Figure 1.1.

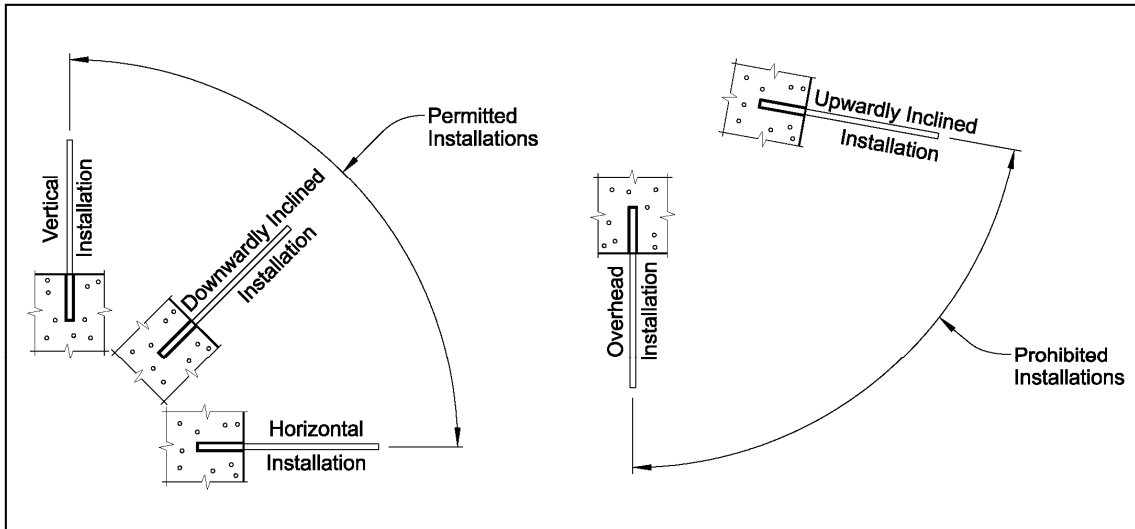


Figure 1.1

Submit a description of the proposed adhesive bonding system to the RCE for review, comments, and acceptance. Include in the description the anchor type, equipment, Manufacturer's recommended hole diameter, material specifications, and any other material, equipment or procedure not covered by the contract documents. List the properties of the adhesive, including density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength, bond strength, and compressive strength. If anchors or dowels containing a corrosion protective coating are required, provide an adhesive that does not contain any chemical elements that are detrimental to the coating and include a statement to this effect in the submittal concerning the contents as required by State or Federal Laws and Regulations.

Submit to the RCE Manufacturer's certification that the adhesive bonding system, when tested for tension pull-out according to ASTM E 488 utilizing identical anchorages, embedment depths, and concrete strengths as those specified on the Plans, does not fail by any mode listed in Section 12 of ASTM E 488 when loaded to the lesser of 85 percent of the specified bond strength (based on the nominal anchorage diameter and embedment depth) or 90 percent of the yield strength of the anchor. Also, submit to the RCE long term load (creep) test results performed in accordance with ASTM E 1512, ICC-ES AC 58, or ICC-ES AC 308. When specified on the Plans, field testing will also be required for adhesive anchorages.

1.2 Materials

Provide adhesive bonding material systems for structural applications that meet the requirements of ASTM C 881, Type IV, Grade 3, Class B or C (depending on site conditions). Do not use “Fast Set epoxy.” Package components of the adhesive in containers of such size that one whole container of each component is used in mixing one batch of adhesive. Use containers of such design that all of the contents may be readily removed, and are well sealed to prevent leakage. Do not use material from containers which are damaged or have been previously opened. Use only full packages of components. Furnish adhesive material that requires hand mixing in two separate containers designated as Component A and Component B or in a self contained cartridge or capsule that consists of two components which will be automatically mixed as they are dispensed, as in the case of a cartridge, or drilled into, as in the case of a capsule.

Provide packages clearly marked by the Manufacturer with the following information:

- Manufacturer’s name and address
- Product Name
- Date of Manufacture
- Expiration Date
- LOT Identification Number
- Storage and Handling Requirements

With each package include the Manufacturer’s instructions for anchor and dowel installation. Include the following information with the instructions:

- Diameters of drilled holes for applicable anchor and dowel sizes.
- Cleaning procedure for drilled holes, including a description of permitted and prohibited equipment and techniques.
- Allowable temperature ranges for storage, installation and curing.
- Identification of acceptable mixing/dispensing nozzles.
- Fabrication requirements for anchors and dowels.
- Description of tools permitted or required for installation.
- Method of identifying properly proportioned and mixed adhesive materials.
- Time and temperature schedule for initial set (‘gel time’) and full-strength cure.
- Requirements for special installation conditions such as horizontal or near horizontal orientation of the anchor or dowel.

1.3 Construction Requirements

1.3.1 Storage

Deliver the adhesive bonding material system to the job-site in original unopened containers with the Manufacturer’s label identifying the product. Store materials delivered to the job-site in the original unopened containers within an appropriate facility capable of maintaining storage conditions consistent with the Manufacturer’s recommendations.

1.3.2 Installation

Install the adhesive anchors and dowels perpendicular to the plane surface of the structural member, in accordance with Manufacturer’s recommendations, and when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength. Install the anchorages before the adhesive’s initial set (‘gel time’).

1.3.2.1 Drilling of Holes into Concrete

SUPPLEMENTAL SPECIFICATIONS

Ensure that concrete members receiving adhesive-bonded anchors or dowels are structurally sound and free of cracks in the vicinity of the anchor or dowel to be installed. When directed by the RCE, use a jig or fixture to ensure the holes are positioned and aligned correctly during the drilling process.

Use a metal detector specifically designed for locating steel in concrete to avoid conflicts with existing steel reinforcement whenever placement tolerances and edge clearances permit. Unless other equipment is recommended by the Manufacturer, drill holes to the diameter required by the Manufacturer using a rotary hammer drill and bit. Perform core drilling to clear existing steel reinforcement only when approved by the RCE. Dry the drilled holes completely prior to cleaning and installing the anchors or dowels. Clean and prepare drilled holes in accordance with the Manufacturer's recommendations, but as a minimum, use oil-free compressed air to remove loose particles from drilling, brush inside surface to free loose particles trapped in pores, then use compressed air again to remove the remaining loose particles. Use a non-metallic bristle brush and avoid over-brushing to prevent polishing the inside surface of the drilled hole. Check each hole with a depth gauge to ensure proper embedment depth. Repair spalled or otherwise damaged concrete using methods approved by the RCE.

1.3.2.2 Inspection of Holes

Inspect each hole immediately prior to placing the adhesive and the anchors/dowels. Ensure all holes are dry and free of dust, dirt, oil, and grease.

1.3.2.3 Mixing of Adhesive

Mix the adhesive in strict conformance with the Manufacturer's instructions.

1.3.2.4 Embedment of Anchors and Dowels

Remove all debris, oils, and any other deleterious material from the anchors and dowels to avoid contamination of the adhesive bonding material. Insert the anchor or dowel the specified depth into the hole and slightly agitate it to ensure wetting and complete encapsulation. After insertion of the anchor or dowel, strike off any excessive adhesive flush with the concrete face. Should the adhesive fail to fill the hole, add additional adhesive to the hole to allow a flush strike-off. Do not disturb the anchors and dowels while adhesive is hardening. For horizontal and inclined installations, provide temporary supports to maintain the alignment of the anchors or dowels until the adhesive bonding material has cured.

1.3.3 Field Testing

When specified on the Plans, field test the installed anchors and dowels. Perform field testing of the installed anchors and dowels in accordance with the applicable sections of ASTM E 488. Inform the RCE and the Manufacturer when the tests will be performed at least 2 days prior to testing. For testing, use a calibrated hydraulic centerhole jack system that will not damage the anchor or dowel. Place the jack on a plate washer that has a hole at least 1/4" larger than the hole drilled into the concrete. Position the plate washer on center to allow an unobstructed pull. Position the anchors/dowels and the jack on the same axis. Have an approved testing agency calibrate the jack within 6 months prior to testing. Supply the RCE with a certificate of calibration.

Divide the anchors and dowels into LOTs for field testing and acceptance. A LOT consists of anchors or dowels of the same type, diameter, strength, embedment length, and adhesive bonding system. Prior to performing field tests, submit proposed testing locations to the RCE for review, comments, and acceptance. In the presence of the RCE, field test the anchors or dowels for each LOT in accordance with the following:

Test a minimum of 1 anchorage but not less than 10% of all anchors in the LOT to the test load shown on the Plans.

SUPPLEMENTAL SPECIFICATIONS

If less than 60 anchorages are to be installed: Install and test the minimum required number of anchorages prior to installing the remaining anchorages. After installing the remaining anchorages, test a minimum of 2 of these anchorages at random locations selected by the RCE.

If more than 60 anchorages are to be installed: Test the first 6 anchorages prior to installing the remaining anchorages. Then test, at random locations selected by the RCE, 10% of the number in excess of 60 anchorages.

For every failed field test, perform two additional field tests on adjacent untested anchors or dowels within the LOT. Continue additional field tests until no more test failures occur, or until all anchors and dowels within the LOT are tested.

Begin testing after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, restart the test. For the anchorage to be deemed satisfactory, hold the test load for three minutes with no movement or drop in gage reading.

Remove all anchors and dowels that fail the field test, without damage to the surrounding concrete. Re-drill holes to remove adhesive bonding material residue and clean the hole in accordance with Subsection 1.3.2.1. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the RCE.

Determine failure of the field test in accordance with ASTM E 488. Submit certified test reports to the RCE. Final acceptance of the adhesively anchored system is based on the conformance of the pull test to the requirements of this Specification. Failure to meet the criteria of this Specification is grounds for rejection.

1.4 Measurement

No separate measurement for payment will be made for furnishing, installing, and testing of adhesively bonded anchors and dowels.

1.5 Payment

Include all costs of adhesively bonded anchors and dowels in the contract unit price bid for the items to be anchored.

January 1, 2018

LIQUID CURING COMPOUNDS

Subsection 702.2.2.11 Liquid Curing Compounds, of the Standard Specifications: Delete the entire subsection and replace it with the following:

Unless otherwise specified, use Type 2, white pigmented, liquid curing compounds conforming to ASTM C309 either Class A all resin or all wax based, or Class B all resin based. Ensure that all products are VOC compliant (water based or solvent-emulsion). Do not use total solvent-based products. Determine water retention of the compound in accordance with AASHTO T155.

Use materials from sources appearing on the most recent edition of the *SCDOT Qualified Product List 33*.

For each project, provide the RCE with the following documents:

- Certificate of analysis and performance test results for each lot/batch number furnished, verifying that it meets ASTM C309 for the type and class furnished,
- Materials Safety Data,
- Application instructions.

The submittals only need to be furnished to the RCE once provided that there are no manufacturing changes to the material.

Ensure that the shipping containers are plainly marked with the manufacturer's name and trademark, batch number, type and class of cure, and date of manufacture. With each load of material shipped in bulk tankers, provide a label and place it on the project storage tank for identification purposes.

The RCE will accept the material based on the product being listed on the QPL, all required documents are properly submitted, and the product being delivered in properly labeled containers.

July 1, 2022

SECTION 707 - PRESERVATIVE TREATMENT OF WOOD PRODUCTS

Delete Section 707 in its entirety and replace with the following:

707.1 Description

¹ This section contains specifications for materials, equipment, construction, measurement, and payment for preservative treatment for timber and lumber for guardrail posts, fence posts, fenders, and dolphins and piling in accordance with the following specifications.

707.2 Materials

707.2.1 General

¹ Ensure that the supplier of treated wood products has a third-party treated wood inspection agency accredited by the American Lumber Standard Committee (ALSC), or an independent treated wood inspection company, approved by the RCE. Inspect and test the material in accordance with applicable American Wood Protection Association (AWPA) Standards or AASHTO M 133, at no cost to the Department. Provide inspection reports referencing applicable industry standards for each shipment before its use on the project. Ensure that a copy of the inspection agency's report is provided to the RCE for each shipment. In lieu of lot inspection as described above, treated wood material such as sawn lumber or timbers, including guardrail posts, blockouts and related components, signposts and fence posts, manufactured by a facility that is continually monitored by an ALSC accredited third-party treated wood inspection agency or an RCE approved inspection company and bearing the quality mark of the agency shall be acceptable for use. The RCE will visually inspect and approve all treated wood products before use on the project.

² Ensure that the treatment plant maintains standard quality control procedures as described in AWPA M3.

707.2.2 Wood

¹ Use wood products that conform to the requirements of **Section 706**.

707.2.3 Preservative

¹ Use preservatives and treatment methods in accordance with AASHTO M 133, which references applicable AWPA Standards and International Code Council – Evaluation Service (ICC-ES) requirements.

707.3 Equipment

¹ None specified.

707.4 Construction

707.4.1 Treating Methods

¹ Treat wood products in accordance with AASHTO M 133, which references applicable AWPA Standards and ICC-ES requirements.

707.4.2 Retention of Preservative

¹ For wood products treated with oil-borne preservatives, express the net retention in pounds of preservative per cubic foot of wood. For material treated with water-borne preservatives, express the net retention in pounds of dry preservative per cubic foot of wood.

SUPPLEMENTAL SPECIFICATIONS

- 2 Ensure retention and penetration of preservative meets AWPA U1 and T1, or applicable ICC-ES report, by use category and by product. Determination shall be made by assay, by the inspection agency/company accredited by ALSC or approved by the RCE, as provided in Section 707.2.1, and in accordance with AWPA M2/M25.

707.4.3 Handling and Storage

- 1 Handle and store treated wood products in accordance with AWPA M4.

707.4.4 Fabrication

- 1 Where practical, perform all required fabrication prior to treatment. If fabrication is required after treatment, perform it in accordance with AWPA M4.

707.5 Measurement

- 1 No measurement is made for the preservative treatment of wood products under these specifications.

707.6 Payment

- 1 No direct payment is made for the preservative treatment of wood products under these specifications. The cost of the preservative treatment of wood products is included in the contract unit bid price for the treated wood products or the items that incorporate the treated wood products.

January 1, 2020

SECTION 810: EROSION CONTROL MEASURES

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the Contractor is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation can be found at the South Carolina Legislature website.

- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code can be found at the South Carolina Legislature website.

- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR160000, effective January 1, 2013 (or latest version): The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the SCDOT website.

In accordance with the NPDES General Permit SCR160000 section 2.1.E: "The Prime Contractor hired by SCDOT for a project will become a Secondary Operator with SCDOT upon signing the awarded contract. The Secondary Operator must complete the agreement found in Appendix B of the SCDOT Contract, (Contractor Certification Form). The agreement is to be signed in accordance with the signatory requirements of §122.22 of the South Carolina Regulation 61-9. The agreement is to be maintained with the SWPPP.

By signing the Contract, the contractor accepts/understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit SCR160000 and may be legally accountable to SCDHEC for compliance with the terms and conditions of the SWPPP. In addition the contractor is responsible for ensuring all subcontractors comply with the SWPPP and the permit requirements.

The SCDOT will complete and forward a *Notice of Intent (NOI)* to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, denying coverage, or advising that a review of the *SWPPP* will take place, coverage will be automatically granted.

At the pre-construction conference, with the contractor, the SWPPP will be explained and discussed so that the contractor is made aware of their responsibilities in the *SWPPP*.

Upon authorization of coverage, the SWPPP is to be fully implemented. The prompt installation of erosion control devices should be coordinated with construction activities to maintain compliance with the above regulations and NPDES General Permit.

Erosion and Sediment Control Inspections are to be conducted by a qualified individual (Certified Erosion Prevention and Sediment Control Inspectors (CEPSCI), P.E., or those as stated in the permit) by the

SUPPLEMENTAL SPECIFICATIONS

Department at least every 7-calendar days. A representative of the Contractor is also encouraged to accompany the inspection. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE can stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case allow these deficiencies to remain unresolved more than 48 hours for a priority 1 deficiency or 7 days for a priority 2 deficiency. This is in accordance with their assigned priority as identified during the Erosion and Sediment Control Inspection.

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures can result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due or that may become due to the Contractor. In case no monies are due or available, the fines incurred will be charged against the Contractor's Surety.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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 paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics 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 for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- 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, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, 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;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her 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 on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the 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 stated 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 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. 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.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the 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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include 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 such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, 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 paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section 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 paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Women Apply Nationwide

GOALS AND TIMETABLES

<i>Timetable</i>	<i>Goals (percent)</i>
From Apr. 1, 1976 until March 31, 1979-----	3.1
-	
From Apr. 1, 1979 until March 31, 1980-----	5.1
-	
From Apr. 1, 1980 until March 31, 1981-----	6.9
-	

Goals for Minority Participation

South Carolina	
SMSA Counties:.....	16.0
Greenville, Pickens, Spartanburg	
Non-SMSA Counties:.....	17.8
Abbeville, Anderson, Cherokee, Greenwood, Laurens, Oconee, Union	
SMSA Counties:.....	23.4
Lexington, Richland	
Non-SMSA Counties:.....	32.0
Calhoun, Clarendon, Fairfield, Kershaw, Lee, Newberry, Orangeburg, Saluda, Sumter	
Non-SMSA Counties:.....	33.0
Chesterfield, Darlington, Dillon, Florence, Georgetown, Horry, Marion, Marlboro, Williamsburg	
SMSA Counties:.....	30.0
Berkeley, Charleston, Dorchester	
Non-SMSA Counties:.....	30.7
Colleton	
Non-SMSA Counties:.....	29.8
Beaufort, Hampton, Jasper	
Non-SMSA Counties:.....	15.7
Chester Lancaster York	
Non-SMSA Counties:.....	32.8
Barnwell, Edgefield, McCormick, Allendale, Bamberg	
SMSA Counties:.....	27.2
Aiken	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical areas where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 Shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees of trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any). The "covered area is the SMSA County or Counties or Non-SMSA County or Counties in which the contract work is performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race);
 - (iii) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice

- which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in which it has employees in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notices form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority of female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may taken.
 - d. Provide immediate written notification to the Director when union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet his obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initialization of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall sent written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that all seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from the Government contracts pursuant to the executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspensions, termination and cancellation of the existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended. and its implementing regulations, by the Office if the Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of the specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any employee identification number when assigned, social security number, race, sex status(e.g., Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents(e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

"General Decision Number: SC20230001 01/06/2023 Superseded

General Decision Number: SC20220001

State: South Carolina

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Abbeville, Allendale, Bamberg, Barnwell, Beaufort, Cherokee, Chester, Chesterfield, Clarendon, Colleton, Dillon, Georgetown, Greenwood, Hampton, Jasper, Lancaster, Lee, Marion, Marlboro, McCormick, Newberry, Oconee, Orangeburg, Union and Williamsburg Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN ALLENDALE AND BARNWELL COUNTIES

HEAVY CONSTRUCTION PROJECTS (includes Sewer & Water Line projects)

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)(2)-(60).

<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>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.</p>
<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>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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 2023.</p>

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 01/06/2023

SUSC1990-005 02/08/1990

Boilermaker (tank work).....	\$ 12.96 **	3.315
Bricklayer.....	\$ 7.25 **	
Carpenter.....	\$ 7.42 **	
Cement mason/concrete finisher.....	\$ 7.25 **	
Ironworker.....	\$ 10.98 **	
Laborers:		
Chain saw.....	\$ 7.25 **	
General.....	\$ 7.25 **	
Pipelaye.....	\$ 7.25 **	
Pipefitter.....	\$ 9.09 **	
Power equipment operators:		
Backhoe.....	\$ 7.25 **	
Bulldozer.....	\$ 7.25 **	
Crane.....	\$ 7.98 **	
Dragline.....	\$ 7.25 **	
Front End Loader.....	\$ 7.25 **	
Mechanic.....	\$ 7.25 **	
Motor grader.....	\$ 7.25 **	
Pan Scraper.....	\$ 7.25 **	
Line Construction: line technician.....		
	\$ 10.08 **	
MANHOLE BUILDER.....	\$ 7.25 **	
TRUCK DRIVER.....	\$ 7.25 **	

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

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** Workers in this classification may be entitled to a

higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISION"

General Decision Number: SC20230040 01/06/2023 SC40

Superseded General Decision Number: SC20220040

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)(2)-(60).

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:	. Executive Order 14026 generally applies to the contract.
	. The contractor must pay all covered workers at least \$16.20 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 2023.
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:	. Executive Order 13658 generally applies to the contract.
	. The contractor must pay all covered workers at least \$12.15 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 2023.

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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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>.

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

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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.

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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.

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END OF GENERAL DECISION

CITY OF BEAUFORT



SC-170 SIDEWALK EXTENSION PROJECT

APPENDIX 1

Invitation for Bid

Bid Form

**SUBMITTAL PROPOSAL FORM /
SCHEDULE OF VALUES**

RFP TITLE:

SC-170 SIDEWALK EXTENSION

RFP NUMBER:

2024-108

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1.00	LS		
1032010	BONDS AND INSURANCE	1.00	LS		
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.00	EA		
1071000	TRAFFIC CONTROL	1.00	LS		
1090200	ASBUILT CONSTRUCTION PLANS	1.00	LS		
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1.00	LS		
2021010	REMOVAL & DISPOSAL OF EXISTING DROP INLET	1.00	EA		
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	265.00	LF		
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	360.00	SY		
2031000	UNCLASSIFIED EXCAVATION	20.00	CY		
2033000	BORROW EXCAVATION	90.00	CY		
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED) SCHEME D	100.00	SF		
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	236.00	LF		
6651091	SINGLE DECORATIVE LIGHT POLE WITH SINGLE LIGHT	5.00	EA		
675027Y	FURNISH & INSTALL 4.0" SCHD 80 PVC CONDUIT(DIRECTION BORED)	120.00	LF		
6760020	2" SCHEDULE 80 PVC CONDUIT	560.00	LF		
6770319	#8Cu,1,600V,RHH,RHW,USE	1760.00	LF		
6800530	17X30X28D.ELEC.UNGRD.ENCLOS/HD	2.00	EA		
6888110	INSTALL STREET LIGHT LUMINAIRE	5.00	EA		
7198320	JUNCTION BOX - CONVERT DROP INLET 24" X 36"	2.00	EA		
7198392	JUNCTION BOX - CONVERT CB T-16	1.00	EA		
7204100	CONCRETE SIDEWALK(4" UNIFORM)	374.00	SY		
7204900	DETECTABLE WARNING MATERIAL	50.00	SF		
7209000	PEDESTRIAN RAMP CONSTRUCTION	100.00	SY		

8100100	PERMANENT COVER	0.08	ACRE			
8100200	TEMPORARY COVER	0.08	ACRE			
8104005	FERTILIZER (NITROGEN)	8.00	LB			
8104010	FERTILIZER (PHOSPHORIC ACID)	8.00	LB			
8104015	FERTILIZER (POTASH)	8.00	LB			
8105005	AGRICULTURAL GRANULAR LIME	160.00	LB			
8110001	LANDSCAPING	1.00	LS			
8151203	HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 3	0.05	ACRE			
8153000	SILT FENCE	510.00	LF			
8153090	REPLACE/REPAIR SILT FENCE	51.00	LF			
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	127.50	LF			
		PROJECT TOTAL				

Request for Proposal (RFP) signature page must be signed and submitted with the above Schedule of Values Bid Form to verify the total bid amount as indicated herein, is inclusive of all costs, including all labor, supervision, materials, supplies, equipment, taxes, insurance, permits and any other costs incidental or otherwise.

CITY OF BEAUFORT



SC-170 SIDEWALK EXTENSION PROJECT APPENDIX 2

Required Documents

**CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP 2024-108 SC-170 SIDEWALK EXTENSION PROJECT**

BIDDER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Invitation for Bids and Contract Documents.

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

The words "Bidder", "Offeror", "Bidder", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Bidder has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: _____

City: _____ State: _____

Telephone: _____ Fax: _____

Email: _____

In compliance with this Invitation for Bids and subject to the terms and conditions therein (including subsequently received written addenda if any) the undersigned offers and agrees, if selected by the City, to execute the entire work in the solicitation documents. The Total Bid Amount as indicated herein, is inclusive of all costs, including all labor, supervision, materials, supplies, equipment, taxes, insurance, permits and any other costs incidental or otherwise.

*Signature: _____ Title: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: _____ Date: _____

BID FORM

THIS BID SUBMITTED TO: The City of Beaufort

TITLE OF WORK: SC-170 SIDEWALK EXTENSION PROJECT

LOCATION OF WORK: The Project limits start at the Spanish Moss Trail and extend approximately 586 LF to the Beaufort Plaza Shopping Center at or around 41 Robert Smalls Parkway (SEE CONSTRUCTION PLANS FOR EXACT LIMITS)

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. Bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the City to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work within 120 calendar days.**

Bidder acknowledges receipt of the following addenda:

5. In accordance with Paragraph 9.3 of the General Provisions, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent (5%).
6. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.
7. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

8. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

9. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

10. **BIDDER** is organized under the laws of the State of _____ as

a _____ (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): _____

Address: _____

Telephone: _____ FAX: _____

South Carolina Bidder's License No.: _____

Licensing Authority: _____

11. Communications concerning this Bid should be addressed to the attention of _____ As follows:

Name: _____

Address: _____

Telephone: _____ FAX: _____

SIGNED BY:

Signature

Name Printed

Title: _____ Date: _____

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.
_____(Initial)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, company or person to fix the price or prices in the attached Proposal or of any other Bidder, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

(signed)

(title)

SWORN to before me this ____ day of __, 20

Notary Public for _____(state) My
commission expires: _____

By: _____
(signature)

CONSENT OF SURETY

OWNER: _____

TITLE OF WORK: _____

(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (**\$1.00**), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (**100%**) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

(Surety Company)

BY: _____
(Surety Company, Attorney-In-Fact)

Attest: _____

BID BOND

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:
_____, as Principal, and

_____, as Surety, are hereby held and firmly bound unto the City of
Beaufort, Beaufort County, South Carolina as **OWNER** in the penal sum of _____

_____ Dollars

(\$ _____) for the payment of which, well and truly to be made, we
hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of
Beaufort, Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to
enter into a contract in writing for the construction of:

NOW, THEREFORE,

- a) If said bid shall be rejected or in the alternate.
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the
Form of Contract attached hereto (properly complete in accordance with said bid) and shall
furnish a bond for his faithful performance of said Contract and for the payment of all
persons performing labor and furnishing material in connection therewith, and shall in all
other respects perform the agreement created by the acceptance of said bid, then this
obligation shall be void, otherwise the same shall remain in force and effect, it being
expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the City may
accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

By: _____

_____(SEAL)

Surety: _____

By: _____
South Carolina Representative

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder 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 subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subCompany in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20_____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires: _____

By: _____
(signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes No</p> <p>If Yes, please indicate minority group: <input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes No</p>
<p>Is this business incorporated?</p>	<p>Yes No</p>

CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.

Signature	Typed Name and Title	Date
A. GENERAL		
A.1	Submit to: _____	
A.2	Name of Project (if applicable): [Project Title] _____ [Project Location] _____	
A.3	Contractor:	
A.4	Name: _____ Mailing Address: _____ Street Address: _____ Telephone Number (including area code): _____ Facsimile Number (including area code): _____ Contact Person: _____ Contact Person's Telephone Number: _____ South Carolina Contractor's License Number: _____	
B. BUSINESS ORGANIZATION		
B.1	Check type of business organization: Corporation _____ Individual _____ Partnership _____ (Name of Partners) _____ Joint Venture _____ Other _____	
B.2	If a corporation: _____ State of Incorporation: _____ If not incorporated in South Carolina, State Corporation Commission Registration Number: _____ Date of Incorporation: _____ Federal I.D. Number: _____	

Name _____ Address _____ Phone No. _____ Yrs. in
Position _____
Officers:

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

Are you a Subchapter S Corporation: Yes _____ No _____

Name _____ Address _____ Phone No. _____

Subchapter S Shareholders: _____

B.3 If a partnership:

Date of Organization: _____

Type of partnership: _____

List of General Partners:

Name Address & Phone No. _____

Years as GP _____

B.4 If individually owned:

Name, address, and phone number of sole proprietor: _____

Years in business: _____

B.5 Have you ever operated under another name? Yes _____ No _____

If yes,

All other business names and addresses of principal placed of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

C. BONDING

C.1 Bonding Agent:

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

C.2 Bonding Company: _____

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

Best's Key Rating of bonding company: _____

C.3 Number of years this bonding company has acted as surety for you:

C.4 Bonding Capacity: Maximum single job size: _____
Total bonding limit: _____

C.5 Do you intend to use any alternative form of security? _____
If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: _____

Bank or Savings & Loan: _____

Contact: _____

Address & Phone No.: _____

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

- a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y____N____
- b) Ever been found to be guilty of charges relating to conflicts of interest: Y____N____
- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y____N____
- d) In the last five years, been found guilty of any minority contracting law violations? Y____N____
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y____N____
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y____N____
- g) Ever been terminated on a contract due to your default? Y____N____
- h) In the last five years, paid liquidated damages for being late on a project? Y____N____
- i) In the last five years, been subject to tax collection proceedings? Y____N____
- j) In the last seven years, filed for bankruptcy? Y____N____

If the answer to j) was yes, under what chapter of bankruptcy did you file?

If you filed under Chapter 11 Reorganization, how long did you operate under this status? _____

Are you operating under Chapter 11 status now? Y____N____

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y____N____

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

D.2 List your workman’s compensation experience modifier for the last three years.

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers:

Major Subcontractors:

Financial Institutions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

Company Name:

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature _____

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 1-4004(10)

A competitive procurement made by the city shall be made from responsive and responsible resident vendors in the city for procurement, if the bid from such responsive and responsible resident vendor does not exceed the lowest qualified bid from a nonresident vendor by more than ten percent (10%) or ten thousand dollars (\$10,000.00), whichever is less. The resident vendor has the discretion to match the bid submitted by the nonresident vendor and receive the contract award. If no city resident vendor qualifies, then a Beaufort County resident vendor shall have the same opportunity as provided to a city vendor.

A vendor shall be deemed to be a resident of the city or county if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the city or county, has a business license issued by the City of Beaufort, Beaufort County, or one (1) of the other municipalities of Beaufort County, maintains a representative inventory of commodities within the city or county on which the bid is submitted, and has paid all taxes duly assessed.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference as provided herein shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 1-4004(10)” are met for the purposes of bid document _____, dated ____

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, Other) _____

The Beaufort County Business License/Classification: _____

The City of Beaufort Business License/Classification: _____

Tax Obligation Current: _____

CITY OF BEAUFORT
SC-170 SIDEWALK EXTENSION PROJECT



APPENDIX 3

**Award Forms
& Additional Forms**

Form 100.28

Co-Permittee Agreement & Contractor Certification

Unique ID: _____

Status: _____

File No: _____

Agreement Date: _____

Project No: _____

Section 1: All contractors and subcontractors identified in the plan as co-permittees must sign a copy of the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a co-permittee with the owner/operator and other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I understand that I, and my company, as the case may be, am legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving co-permittee status to the aforementioned general NPDES permit."

Contractor Rep:

Signature: _____ **Date:** _____

Title: _____

Contractor:

Address: _____

City/State/Zip _____

Phone: _____

Section 2: All contractors and subcontractors identified in the plan to perform construction related work that may affect the implementation of the SWPPP but who will not be co-permittees must sign the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. I understand that that I, and my company, as the case may be, may be legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP."

Contractor Rep:

Signature: _____ **Date:** _____

Title: _____

Contractor:

Address: _____

City/State/Zip _____

Phone: _____

SAMPLE 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

**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: _____



SC-170 SIDEWALK EXTENSION PROJECT

APPENDIX 4

Permits

SC DHEC

Notice-of-Intent NPDES COVERAGE

It was determined that SC-170 SDIEWALK
would qualify for automatic coverage through
SCDHEC.

REFER TO NPDES GENERAL PERMIT FOR
STORMWATER DISCHARGES FROM
SOUTH CAROLINA HIGHWAY AND
ROADWAY CONSTRUCTION
ACTIVITIESCDHEC SCR160000

Effective August 5, 2022 – August 4, 2027

SC DHEC

**General Coastal Zone
Consistency Certification**

SCDOT
Encroachment Permit