

**REQUEST FOR PROPOSALS
FOR
CITY OF SPARTANBURG, SOUTH CAROLINA**

**PROPOSAL NUMBER 2021-05-18-01
SCDOT PROJECT ID P028136
MARY BLACK TRAIL EXTENSION
FROM NORTH CONVERSE ST. TO EAST HENRY ST.**

**A Non-Mandatory Pre-Proposal conference will be held April, 26, 2021 at
10:00 AM at the City of Spartanburg Council Chambers, top floor, in City Hall,
145 Broad Street, Spartanburg, SC 29306**

Bid Due: 3:00 PM EST, May 18, 2021

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1. Storm Water Permit
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- Note: There is no geotechnical report for this project

Legal Notice
Request for Proposal for
SCDOT PROJECT ID PO28136
MARY BLACK TRAIL EXTENSION
N. CONVERSE ST. to E. HENRY ST.

APRIL 11, 2021

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from vendors to provide construction services for the **Mary Black Trail Extension Project** in the City of Spartanburg. Bids are invited upon the several items and quantities of work as follows:

The demolition and removal of existing improvements, including concrete sidewalk, street trees, curb & gutter, asphalt, etc. The project includes the installation of approximately 4,200 linear feet of a multiuse pedestrian/bicycle path in the city urban area. The work includes concrete curb & gutter, construction of the new concrete and asphalt sidewalk, modification of existing and new storm drains, landscaping and associated work.

There will be a non-mandatory PRE-BID MEETING on April 26, 2021 at 10:00 am on site at the city of Spartanburg Council Chambers, top floor, City Hall, 145 Broad St. Spartanburg, SC 29306.

Proposal No: 2021-05-18-01

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a "City of Spartanburg Business License and Permits". Vendors must have the insurance requirements in described in the bid documents.

Each bid must be accompanied by a Bid Bond or Bank Cashier's Check payable to the Owner for five (5) percent of the total amount of the Bid. Please seal your bid bond or Cashier's Check in a separate envelope titled BID BOND to be opened first.

Drawings and Specifications may be purchased from ARC. Construction Documents, including Drawings and Technical Specifications are on file and can be purchased at ARC located at 7092 Howard Street #K, Spartanburg, SC 864 585-8388.

Contract documents may be examined at the offices of the Owner, (City of Spartanburg), or Associated General Contractors in Greenville, South Carolina and Charlotte.

Technical questions regarding the scope of services should be directed to Tim Carter, Engineering Administrator, 864-596-2838 or by email at tcarter@cityofspartanburg.org. Questions regarding the bid

Technical questions regarding the scope of services should be directed to Tim Carter, Engineering Administrator, 864-596-2838 or by email at tcarter@cityofspartanburg.org. Questions regarding the bid should be directed to Carl Wright, Procurement and Risk Manager at 864-596-2790 and 864-596-2049 or by email at cwright@cityofspartanburg.org. Questions regarding Minority and Women Business participation should be directed to Natasha Pitts, Minority Business Development Coordinator, at 864-596-3449 or by email at npitts@cityofspartanburg.org.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **May 18, 2021 at 3:00 pm** City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location. Complete proposal package also available at www.cityofspartanburg.org by following the links for bid opportunities.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29306

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids.

Proposal No: 2021-05-18-01

Proposal Submittal Documents Checklist:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

All twenty-three (23) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Proposal for RFP - Exhibit B pages (15-16) and Bid Form pages (45-49)
2. Project Schedule (detailed schedule, to include critical path)
3. Corporate / Company Resolution Exhibit C if applicable. Check box on Exhibit B if applicable.
4. Proposer Information:
 - a. Proposer shall provide list of office locations and total number of employees.
 - b. Type of Organization (Check the applicable box):
 - Sole Proprietorship
 - Partnership
 - Corporate entity (not tax-exempt)
 - Corporate entity (tax-exempt)
 - Government entity (Federal, State or Local)
 - Other _____
5. Proposer's Fraud Acknowledgment Form - (Exhibit E) page 19
6. Drug Free Workplace Act Statement – (Exhibit F) page 20
7. Certificate of Insurance – (Exhibit G, contains an example) page 21
8. Existence of Subcontractors Form – (Exhibit H) page 22
9. List of Service Providers – (Exhibit I) Not Applicable
10. References – (Exhibit J) page 24
11. Experience – (Exhibit K) pages 25 and 26
12. Proposer must be registered with City [Proposer must complete or update Vender Registration Form and W-9] – (Exhibits L & M) pages 27 and 28
13. Worker's Compensation Statement of Independent Contractor – (Exhibit N) pg. 29
14. City of Spartanburg Standard Contract – (Exhibit O) pages 30 to 53
15. Contractor Qualification Form – (Exhibit P) pages 54-56
16. Copy of current State of South Carolina General Contractors License
17. Bid Bond pages 78 and 79
18. Performance Bond Letter (if applicable)
19. Non-collusion Affidavit of Prime Bidder (pg. 69)
20. Sales Tax Acknowledgment Form (pg. 70)
21. Co-Permittee Agreement & Contractor Certification Form (Pg. 73-74)
22. Equal Employment Opportunity Performance Certification (pg. 75-76)
23. Include DBE Committal Sheet pg. 54, Supplemental specifications

General Terms and conditions

Term of Proposal: Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Director. The written request to withdraw the Proposal must be received, regardless of when it was mailed, by the Procurement Director within five (5) calendar days after expiration of the sixty (60) calendar day period, or the Proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the City Procurement Director at the addresses listed on page 4 or submit questions by email to Carl Wright, Procurement Director, at cwright@cityofspartanburg.org. Written questions shall be submitted at least five (5) calendar days prior to Proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the Proposer fails to seek clarification, the City's interpretation shall control. The Proposer agrees it will not make any claim for or have right to withdraw its Proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from the City of Spartanburg in the form of an addendum. **Any proposals received with exclusions will not be accepted.**

Proposers are specifically directed NOT to contact any other City personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the Proposal.

The City will not be responsible for or bound by any oral instructions made by an employee(s) of the City regarding this RFP.

Any statements made by an employee(s) of the City, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.

A Proposal received by the City of Spartanburg is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or agents for its determination in this regard.

Purchasing Regulations: This solicitation is subject to the provisions of the City of Spartanburg Procurement Ordinance and any revisions thereto. A copy of the Purchasing Ordinance may be obtained from the City's webpage (www.cityofspartanburg.org) or from the Procurement Department (864) 596-2049. The City of Spartanburg reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

Applicable Laws and Compliance: This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended

The Federal Immigration Reform and Control Act of 1986

The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the City.

Public Record: Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of the City Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 245 Broad Street, Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Proposer Responsibility: The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a City of Spartanburg responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the City may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

Proposer Qualification: The Contractor must be prequalified by SCDOT and be on the current SCDOT Prequalified Prime Contractor List.

Project Schedule: Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path.

Fraud Policy: Proposers submitting Proposals to the city of Spartanburg Government must review the City's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Contractor Insurance requirements: Contractor shall provide, pay for and maintain in full force and effect, all insurance outlined herein with limits of liability not less than the limits of liability shown covering Contractor's activities, those of any subcontractors or anyone directly or employed by any of them, or by anyone for whose acts any of them might be liable.

Insurer Qualifications: All insurance should be provided through insurance companies authorized to do business in South Carolina with an A M Best's Rating of no less than A and shall be approved by and acceptable to Owner.

Certificates of Insurance: Within 5 (five) days of execution of Contract but PRIOR to commencing Work, Contractor's insurer shall provide to Owner a Certificate of Insurance issued by an authorized representative of its insurer certifying that the insurance as required in this Exhibit is in full force and effect. Certificates should be sent via fax or mail to the following:

Risk Coordinator
City of Spartanburg
P. O. Box 1749
Spartanburg, SC 29304
Fax: # 864-596-2262
Email: kbooker@cityofspartanburg.org

The original of the Certificate is to be sent as well. The Certificate shall include a statement that the policies will not be canceled or non-renewed without 30 days advance written notice to Owner.

Primary Insurance: All insurance coverage required of the Contractor shall be primary over any insurance or self-insurance carried by City of Spartanburg.

Duration of Coverage: All required insurance coverage shall be maintained without interruption during the entire term of the Contract plus an additional 3 years for Products and Completed Operations Coverage following final acceptance of the Work by Owner.

Subcontractor's Insurance: The Contractor shall require any Subcontractor to purchase and maintain insurance of same types and limits required herein.

Waiver of Subrogation: The Contractor shall require all policies of insurance as required herein to be endorsed to provide that the insurance company shall waive all of its right of recovery or subrogation against Owner. The Contractor shall require similar waivers from any Sub-contractors.

Additional Insured: The Contractor's insurance policies, as required herein, with the exception of Workers Compensation shall be endorsed to name the Owner as an additional insured.

Insurance Coverage and Limits:

Workers' Compensation: The Contractor shall provide and maintain Workers Compensation insurance in each jurisdiction in which the Work is located.

Limits:

Coverage A – State Statutory Benefits	
Coverage B - Employers Liability	\$1,000,000

Specific Coverage:

- United States Longshoremen and Harbor Workers Act
- Coverage endorsement must be provided if any work is to be performed on or around navigable water.

Automobile Liability: Contractor shall provide and maintain Business Auto Liability insurance covering bodily injury and/or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Limits:

Combined Single Limit Each Accident:	\$1,000,000
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Commercial General Liability: Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for bodily injury, personal injury, and/or property damage (including loss of use).

Limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000

Specific Coverage:

- Occurrence Form
- Blanket Contractual Liability
- Underground Explosion and Collapse

Umbrella/Excess Liability: Contractor shall provide and maintain Umbrella/Excess Liability Insurance on an occurrence basis with coverage as broad as underlying policies.

Limits:

Each occurrence:	\$2,000,000
Annual Aggregate:	\$2,000,000

Specific Coverage:

- Blanket Contractual Liability
- Follow Form Primary

Other Insurance: Any other insurance as specified by Owner in the Contract Documents.

Changes: Exceptions to specified insurance requirements shall be submitted at time of any bid.

Proposer will provide City a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the City that all subcontractors approved to perform work on this project comply with all the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) THE CITY OF SPARTANBURG SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) WAIVER OF SUBROGATION. As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to CITY's RFP# 2021-05-18-01.

Subcontractors: Proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

References: The bidder must be prequalified by SCDOT. To assist the City become familiar with the bidders experience, the city requests Proposers to list at least three (3) clients, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, currently operate the **within the last five years**. References should be listed on Exhibit J.

Experience: SCDOT prequalification to bid on the project provides evidence that the bidder has the required experience to perform the work.

Contractor Qualifications: The contractor shall be on the most current SCDOT prequalification list or another FHWA approved prequalification method.

South Carolina License: Proposer is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

Bid Bond: Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to the City of Spartanburg. Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the City by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the County.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

Performance and Payment Bond: The successful proposer, within three (3) working days after acceptance of the proposer's offer by the City, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the city prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by the City, then the bid bond of the proposer shall be retained by the City in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the City before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the City, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to the City of Spartanburg, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and the city of Spartanburg can release the performance/payment bond.

Ability to Obtain Performance Bond: Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

Independent Contractor: The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the City; and the City shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The City shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the City shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

The City shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the City's authorization of Proposer's agreement with Subcontractor, City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the City. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the City before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for the City's termination of this agreement for default, without notice or opportunity to cure.

In addition, Proposer indemnifies and holds the City harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by the City to investigate, defend or settle any such claim.

Award:

Evaluations:

The city of Spartanburg will conduct evaluations of the proposals.

Award Criteria:

The City of Spartanburg shall evaluate each of the Proposals using the criteria set forth in Exhibit D attached hereto. The award of the contract, if awarded, will be made to the Proposer providing the lowest most responsive, responsible proposal.

THE CITY SPARTANBURG RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE CITY PROCUREMENT ORDINANCE.

Notice of Intent to Award:

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award.

Notice of Award:

If awarded, the Notice of Award shall be e-mailed to all Proposers once a decision to award is made.

Exhibit A

SCOPE OF WORK / SERVICES TO BE PROVIDED

The Proposer who is awarded the contract shall perform and carry out those services necessary to complete the:

CITY OF SPARTANBURG
PROJECT ID P028136
MARY BLACK TRAIL EXTENSIPN PROJECT

At a minimum, this work shall include:

- Remove existing pavement and curb
- Clearing and grubbing
- Fine grading
- Installation of asphalt, concrete and curb for pedestrian-bicycle walkway
- Installation of drainage structures
- Installation of signage and pavement markings
- Installation of erosion control structures
- Installation of landscaping

After award of purchase order, any changes that result in additional cost to the City of Spartanburg must be submitted in writing to Tim Carter, City Engineering Administrator at tcarter@cityofspartanburg.org (or his designated representative) for prior written approval. Do not proceed with job until purchase order is in hand, and do not proceed with any changes until written notification to proceed is in hand. After award of purchase order, jobsite access will be coordinated with Tim Carter (or his designated representative)

Exhibit B

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
 2. Show trade name or brand of any article included in the specifications.
 3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
 4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.
 5. Proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.
 6. Proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by City of Spartanburg as a result of this Proposal. Proposals which do not include all taxes will be rejected.
 7. Proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.
 8. This Proposal is subject to the City of Spartanburg Procurement Ordinance, this Request for Proposal (RFP) and the attached City contract.
 9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.
 10. This RFP provides basic information regarding the City's requirements. Items that are not specifically requested in this RFP but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.
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PROPOSAL FOR RFP # 2021-05-18-01
CITY OF SPARTANBURG
PROJECT ID P028136
MARY BLACK TRAIL EXTENSION PROJECT

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____

By: _____ (Signature)
_____ (Printed Name)

Title: _____

Date: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

BASE PRICE for _____ **:** \$ _____

TIME FOR PERFORMANCE: 180 days

NOTE- Complete and Include Bid Form on Pages 64-68

Exhibit C

Sample of Corporate / Company Resolution

A RESOLUTION

**FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH THE CITY OF SPARTANBURG**

WHEREAS, _____ will or has submitted a bid/proposal to The City of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good or services to City of Spartanburg; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize _____ (Name of Individual) to execute a contract with City of Spartanburg in an amount not to exceed \$ _____.

ADOPTED AND APPROVED this ____ day of _____, 2018.

[INSERT NAME OF ORGANIZATION]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure.

Award of Contract:

The contract will be only awarded to a contractor who is prequalified by SCDOT and who is listed on the current SCDOT Prequalified Prime Contractors List or another FHWA approved prequalification method.

The contract will be awarded to the responsive and responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The bidder to whom the award is made will be notified at the earliest possible date.

The City of Spartanburg reserves the right to accept and/or reject any and all proposals received as a result of this request considered not to be in the interest of the City.

Exhibit E

City of Spartanburg
Proposer's Fraud Acknowledgement Form

RFP No: 2021-05-18-01
Proposal Name:
Proposer Information:
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the City of Spartanburg Fraud Policy adopted by the city of Spartanburg. As a Proposer engaged in a business relationship with the city of Spartanburg, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Copies of the city of Spartanburg's Fraud Policy can be obtained as follows:

1. City of Spartanburg Spartanburg's website at www.cityofspartanburg.org under the link to Auditor/Internal.

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Exhibit G

EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
COVERAGES				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY TO <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER-SENT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL BODILY INJURY \$ GENERAL AGGREGATE PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED & TOL <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> COOP <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/ MEMBER EMPLOYEES (If yes, describe under SPECIAL PROVISIONS below)				<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> OTHER B.L. EACH ACCIDENT \$ 500,000 B.L. DISEASE - SA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000
OTHER				
DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS) SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.				
CERTIFICATE HOLDER SPARTANBURG COUNTY 366 N. CHURCH STREET SPARTANBURG, SC 29303		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER LISTED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

Exhibit H

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ____ No ____ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

SUBCONTRACTOR NO: 1 NAME _____

SUBCONTRACTOR NO: 1 DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

SUBCONTRACTOR NO: 2 NAME _____

SUBCONTRACTOR NO: 2 DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

SUBCONTRACTOR NO: 3 NAME _____

SUBCONTRACTOR NO: 3 DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

Exhibit I

LIST OF SERVICE PROVIDERS

**Form to be created by others to include names and direct phone numbers)
(The closer to the city of Spartanburg the better)**

Not Applicable to this RFP

Exhibit J

REFERENCES

(See requested information in General Terms and Conditions)

List a minimum of three (3) projects that you have completed similar in type, size, and nature as the one proposed.

a: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Project Description: _____

b: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Project Description: _____

c: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Project Description: _____

Exhibit K

EXPERIENCE

List five jobs, similar in size, completed by Bidder, within 100 miles of the City of Spartanburg, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

a. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

b: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

c: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

d. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

e. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

Exhibit L

**CITY OF SPARTANBURG
BUSINESS LICENSE APPLICATION**
(864) 596-2005 864) 596-2424 Fax
P O Box 1749 Spartanburg, SC 29304

Year _____ Bus License # _____

*All City of Spartanburg Business License expire December 31st of each year***

___ New Business ___ Renewal of License ___ Change of Ownership ___ Change of Location

Name of Business: _____

Mailing Address: _____

Business Location: _____ Start Date: _____

Telephone number: Business () _____ or () _____

Federal Tax ID No. _____ Social Security No. _____

Type of ownership: ___ Sole Proprietor ___ Partnership ___ Corporation ___ Other

Are you a Contractor? ___ Yes ___ No Are you located ___ inside or ___ outside the city limits?

State Contractors License No. _____ SC State Sale Tax No. _____

Do you have Coin Operated Machines? ___ Yes ___ No How many? _____

Do you own the Machines? ___ Yes ___ No What type of Machines? _____

Types of Business or Profession – Please describe in detail products sold or services provided.

Computation of Fees

A. New Business – (Fees are due Prior to beginning operation in the City)

1. Estimated total gross sales/revenue for remaining \$ _____ of the year ending December 31, _____
2. Calculate and enter fee based on A1, \$ _____

B. Existing Business (After 2nd year of operation)

****Bus License fee is due/payable by last day of February****

1. Total actual gross sales/revenue for preceding \$ _____ December 31, _____
2. Total Gross receipts \$ _____
3. Calculate fee based on B3. \$ _____
4. Penalties due (Delinquent after end of February) _____ % \$ _____
5. Total Fees \$ _____

Owner Information

Name of Owner _____ Social Security No. _____

Telephone number: _____ Home number: _____

I UNDERSTAND THAT ISSUANCE OF A CITY BUSINESS LICENSE DOES NOT RELIEVE ME OF THE RESPONSIBILITY OF MEETING ALL CITY OF SPARTANBURG ZONING AND BUILDING CODE REQUIREMENTS. I AM SUBJECT TO ALL PROVISIONS OF THE BUSINESS LICENSE ORDINANCE OF THE CITY OF SPARTANBURG.

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE.

owner TITLE _____ DATE _____

NOTE: AN ORIGINAL CITY OF SPARTANBURG BUSINESS LICENSE APPLICATION IS INCLUDED IN THIS BID PACKET FOR YOU TO COMPLETE

Exhibit M

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
---	--	---

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return) _____ Business name, if different from above _____ Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____ (Requester's name and address (optional)) _____ (List account number(s) here (optional)) _____
--	---

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">+</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>											+	-	-	-	-	-	-	-	-	-
+	-	-	-	-	-	-	-	-	-												
or																					
Employer identification number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">+</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>											+	-	-	-	-	-	-	-	-	-
+	-	-	-	-	-	-	-	-	-												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

Purpose of Form
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-4(a) and 7(c) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

Exhibit N

**CITY OF SPARTANBURG
WORKERS' COMPENSATION
STATEMENT OF INDEPENDENT CONTRACTOR**

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
_____ hereby make the following statement about
(Name of Business)
my relationship with the City of Spartanburg:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for the City of Spartanburg. That work is:

(Brief description of work you are contracted to do)
When I complete the work, I will then expect to be paid _____
(Amount) in a lump sum. Neither I, nor my employees, will be paid by the City of Spartanburg on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by the City of Spartanburg.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of the City of Spartanburg by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect the City of Spartanburg to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from the city of the City of Spartanburg at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with the City of Spartanburg on this contract.
7. My employees and I are not entitled to workers' compensation benefits under the city of Spartanburg Workers' Compensation coverage.

Signature

Date

Exhibit O

CITY OF SPARTANBURG STANDARD CONTRACT

THIS CONTRACT IS SUBJECT TO ARBITRATION

This Construction Contract is effective this ____ day of _____, ____ (“Effective Date”) by and between Owner and Contractor as defined below.

CONTRACTOR:

OWNER:

CITY OF SPARTANBURG
ATTN: CHRIS STORY, CITY MANAGER
145 W BROAD STREET
SPARTANBURG SC

ARCHITECT/ENGINEER: TOOLE DESIGN GROUP
172 E. MAIN STREET
SUITE 300
SPARTANBURG, SC 29306

PROJECT: MARY BLACK TRAIL EXTENSION, N. CONVERSE ST. TO E. HENRY ST.
PO28136, LPA-4-15

CONTRACT AMOUNT: \$

DEADLINE FOR SUBSTANTIAL COMPLETION: **180 CALENDAR DAYS FROM NOTICE TO PROCEED**

LIQUIDATED DAMAGES FOR DELAY OF PROJECT COMPLETION IN THE AMOUNT OF **\$300.00 PER CALENDAR DAY.**

RETAINAGE ON PROGRESS PAYMENTS WILL BE WITHELD BY OWNER IN AN AMOUNT equal to TEN (10) Percent of the total amount of each Progress Payment until fifty percent (50%) of the Work has been completed by Contractor as agreed by Owner. Thereafter, Owner shall withhold as retainage an amount equal to FIVE Percent (5%) of the total amount of each progress payment until Substantial Completion of the Work. Upon Substantial Completion of the Work, Owner will pay Contractor all withheld retainage less an amount equal to TWO Percent (2%) of the Contract Price, as adjusted pursuant to this Contract. Contractor shall include its request for payment of withheld retainage in its monthly Application for Payment following Substantial Completion. Upon Final Completion of the Work, all remaining retainage will be paid to Contractor with Owner’s final payment.

PERFORMANCE AND PAYMENT BONDS: Required

Bond Premium: Included in Price

ADDITIONAL INSUREDS: **CITY OF SPARTANBURG**

SAMPLE

LIST OF EXHIBITS

EXHIBIT A – PROJECT SCHEDULE

EXHIBIT B – SCOPE OF WORK

EXHIBIT C – DRAWING LIST AND SPECIFICATION INDEX

EXHIBIT D – NOTICE TO PROCEED

EXHIBIT E – SCHEDULE OF VALUES

EXHIBIT F – APPLICATION FOR PAYMENT

EXHIBIT G – PARTIAL RELEASE OF CLAIMS

EXHIBIT H – FINAL RELEASE OF CLAIMS

EXHIBIT I – CHANGE ORDER FORM

EXHIBIT J – CHANGE ORDER REQUEST FORM

EXHIBIT K – UNIT PRICING

EXHIBIT L – CHANGES IN THE WORK

EXHIBIT M – INSURANCE REQUIREMENTS

EXHIBIT N – PERFORMANCE AND PAYMENT BONDS

**EXHIBIT O – COMPLIANCE WITH THE SOUTH CAROLINA ELIGIBLE
IMMIGRATION REFORM ACT**

ARTICLE 1 – DEFINITIONS

For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below. Other words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.1 Applicable Law

Shall mean any law, statute, order, decree, injunction, license, permit, consent, approval, agreement or regulation of any Governmental Authority having jurisdiction over the matter in

question, or other legislative or administrative action of a Governmental Authority, or a final decree, judgment or order of a court which relates to the performance of Work hereunder or the interpretation or application of this Contract.

1.2 Change Order

Shall mean a written order signed by Owner or its authorized agent and by Contractor or its authorized agent which is issued after the execution of this Agreement and which authorizes a change in the Work and/or an adjustment in the Contract Price and/or the times for completion of the Work.

1.3 Contract Documents

Shall include in the following order of precedence:

- A. This contract and all amendments or modifications thereto, and any Exhibits hereto; and
- B. All drawings and specifications relating to the Work

In case of a conflict between the Drawings and Specifications, the Specification shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

1.4 Engineer(s)

Shall mean the architect, engineer or other design professional which has a contract with Owner to provide professional services for the Project. Owner may delegate certain of its responsibilities for review and approval of certain documents to such Engineer(s) in its sole discretion.

1.5 Final Completion

Shall mean the point in time when all Work, including Punchlist Work, has been completed in accordance with this Contract and Owner has accepted such Work as complete.

1.6 Force Majeure

Shall mean any act or event that (a) renders the affected Party unable to perform its obligations under this Agreement, (b) is beyond the reasonable control of the affected Party and not due to its fault or negligence, and (c) could not have been prevented or avoided by the affected Party through the exercise of due diligence. Force Majeure may include catastrophic storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, industry-wide strikes, revolts, insurrections, sabotage, commercial embargoes, fires, explosions, actions of a Governmental Instrumentality that were not requested, promoted or caused by the affected Party, and changes in applicable law. Force Majeure shall not include any of the following: (a) a product failure caused by such product not being Year 2000 Compliant, (b) economic hardship, (c) changes in market conditions, (d) late delivery or failure of equipment, unless otherwise caused by an event of Force Majeure, (e) strikes, other than industry-wide strikes, and (f) nonperformance or delay by Subcontractors, unless otherwise caused by Force Majeure.

1.7 Good Practices

Shall mean those standards, practices, methods, level of skill and equipment, generally prevailing on the Effective Date, that are commonly and ordinarily used by firms in the United States which perform similar services as Contractor has agreed to perform pursuant to this Contract.

1.8 Governmental Authority

Shall mean any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, the Project or its operations, or the health, safety or environmental conditions of the Project or the Site or otherwise over the parties hereto.

1.9 Project

Shall mean the construction of the Mary Black Trail Extension from the termination of the existing Mary black Rail Trail at the south side of E. Henry Street behind Ricky's Drive-In to its termination point at the northeast intersection of N. Converse Street and St. John Street as shown in the project design plans prepared by the Toole Design Group. The Project includes all testing, permitting and construction activities necessary to construct the facility in accordance with the plans and specifications and all Applicable Laws and in accordance with the direction and approval of the OWNER and SCDOT.

1.10 Project Schedule

Shall mean such schedule and any updates thereto approved by Owner as provided in Exhibit A.

1.11 Punchlist

Shall mean the list prepared by Owner and Engineer and SDOT prior to Substantial Completion, with the full assistance and cooperation of Contractor, which sets forth those items of Work that remain to be performed to ensure that the Work fully complies with all of the standards and requirements set forth in this Contract.

1.12 Substantial Completion

Shall mean the time at which (a) the Work has progressed to the point where it is sufficiently complete in accord with this Contract so that the Work can be utilized for the purposes for which it is intended; and (b) the only remaining Work to be completed is Punchlist Work.

1.13 Subcontractor

Shall mean a person or entity of any tier who has a contract either directly or indirectly with Contractor to perform any portion of the Work at the Site or to provide services, equipment or materials to Contractor for use in performance of the Work. Contractor shall submit in writing the name and such additional information as requested by Owner of any proposed subcontractors with whom Contractor intends to contract where the subcontract price is expected to exceed \$10,000.00.

1.14 Work

Shall mean the various parts of the Project to be performed by Contractor under this Agreement and shall include all services, labor, materials, equipment, and tests provided or to be provided to fulfill Contractor's obligations under this Agreement as shown in the Scope of Work – Exhibit B.

ARTICLE 2 – CONTRACTOR'S RESPONSIBILITIES

2.1 Performance of the Work

Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to prosecute and complete the Work as more fully described in the Scope of Work and the Drawings and Specifications. The Work shall be performed by Contractor in accordance with Good Practices and in a good and workmanlike manner strictly in accordance with this Contract. The Work shall include any work, services, materials or equipment that may reasonably be inferred from prevailing custom or trade as being required to satisfy the requirements of this Contract.

2.2 Construction Means, Methods, Etc.

Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, safety and security programs in connection with the performance of the Work, irrespective of approval by or consent of Owner.

2.3 Cutting and Patching

Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as approved by Contractor. Contractor shall not damage or endanger a portion of the Work or the work of others by cutting, patching, excavating, or otherwise altering such construction and shall repair any such damage caused by Contractor. Contractor shall not cut or otherwise alter such construction by others except with written consent of Owner.

2.4 Quality of Equipment and Materials, Etc.

Contractor shall ensure that all equipment and materials incorporated into the Work shall be new, unless otherwise agreed by Owner, and shall meet the requirements of this Contract. Upon written approval by Owner, Contractor may use equipment, materials, articles, or processes that are equal to that identified in the drawings and specifications. If the cost of such equipment, materials, articles or processes is less than that of the originally specified material, a deductive change order shall be executed. Contractor shall use equipment for which spare parts or replacements (or reasonable substitutes) are commercially available and obtainable as of the Effective Date.

2.5 Discrepancy In Contract Documents

Contractor shall give Owner prompt written notice if Contractor observes any discrepancy in any of the Contract Documents.

2.6 Verification of Existing Conditions

After clearing activities have been completed, Contractor shall perform a field run survey to determine the existing conditions.

2.7 Inspection of Site and Documents

Prior to the Effective Date, Contractor shall ascertain the nature and location of the Work, the character and accessibility of the Site, the existence of obstacles to construction, the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the surface and subsurface ground and soil conditions, and other local conditions which might affect its performance of the Work or the cost thereof. Contractor also acknowledges that it has carefully reviewed the Drawings and Specifications identified in Exhibit C and is solely responsible for any estimates Contractor has made in connection therewith. Any failure by the Contractor to acquaint itself with all available information or correctly estimate the cost of performing the Work will not relieve Contractor from the

responsibility of performing the Work in accordance with the Contract Documents or entitle Contractor to any increase in the Contract price or time for completion of all or any portion of the Work, except as provided in paragraph 4.1 below or Article 7. The Owner assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of the information made available by Owner.

2.8 Work on Easements and Private Property

The Contractor shall confine his operations to the immediate vicinity of the locations shown on the drawings, and in no case shall he encroach beyond the limits of the Owner's property or rights-of way. The Contractor shall locate the limits of the rights-of way easements and property lines prior to beginning construction. Contractor shall be responsible for damage to trees, crops, livestock, fences or other property outside the limits of the easements and rights-of-way and shall make satisfactory settlement for damage directly with the property owner involved.

2.9 Submittals

Contractor shall review, approve, and submit to Owner shop drawings, product data, samples, and other similar submittals required by this Contract. Contractor shall cooperate with Owner in coordination of the Contractor's shop drawings, product data, samples, and other similar materials with related documents submitted by other contractors. Submittals made by Contractor which are not required by this Contract may be returned without action. Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples, or similar submittal until the respective submittal has been approved. Such Work shall be in accordance with approved submittals. By approving and submitting shop drawings, product data, samples, and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements, specified performance and design criteria, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of this Contract.

2.10 Deviations

Contractor shall not be relieved of responsibility for deviations from requirements of this Contract by Owner's approval of shop drawings, product data, samples, or similar submittals unless Contractor has specifically informed Owner in writing of such deviation at the time of submittal and Owner has given written approval of the specific deviation.

2.11 Verification

Contractor shall verify all control lines and benchmarks and notify Owner of any discrepancy before proceeding with the Work; be responsible for all required layout, positioning and placement of all elements of the Work, familiarize itself with all Contract Documents and shop, fabrication and installation details of other trades and divisions of work, particularly those affecting or affected by the Work under this Contract; and verify all dimensions and take all measurements for any portion of the Work which is dependent for proper size or installation upon coordination or fit with other work or conditions without reliance on representations or indications of Owner, this Contract or other contractors.

2.12 Responsibility For Personnel

Contractor shall be responsible to Owner for all acts and omissions of its personnel, agents, employees, subcontractors and their agents and employees. Contractor shall repair at its expense all damage to the work or property of others caused by any act or omission of Contractor, its subcontractors or their agents or employees. Should Contractor's Work be stopped or interfered

with by reason of strikes, picketing or other disputes of any of Contractor's or its Subcontractors' personnel, Contractor shall immediately resolve such dispute and terminate all such work stoppage and interference. Notwithstanding any other provision in this Contract, if Contractor fails to cure such stoppage and/or interference, Owner may immediately terminate this Contract.

2.13 Compliance with Applicable Laws

Subject to the terms and conditions of this Contract, Contractor shall comply and shall cause all Subcontractors, employees, agents and representatives to comply with all Applicable Laws and permits promulgated by any Governmental Authority in connection with the performance of Contractor's obligations under the Contract Documents. Contractor shall comply with all Applicable Laws including, but not limited to, those relating to equal employment opportunity and affirmative action for disabled veterans, veterans of the Vietnam Era, handicapped persons and all other legally protected classes, the Americans with Disabilities Act, the Fair Labor Standards Act as amended, Equal Employment Opportunity Act, Davis Bacon Act, Title VII of the Civil Rights Act of 1964, and the Occupational Safety and Health Act.

2.14 Responsibility For Scheduling

Contractor shall be responsible for scheduling and coordinating subcontractors and other personnel retained or hired by Contractor to perform the Work or any portion thereof. Contractor shall require subcontractors and other personnel hired or retained by Contractor to perform or furnish any the Work to communicate with Owner only through Contractor.

2.15 Coordination with Other Contractors

Contractor shall permit other contractors employed by Owner at the Site to introduce and store materials, perform quality control testing and perform their respective services. Contractor shall cooperate with Owner and such other contractors and utility providers to coordinate the Work with such other work.

2.16 Contracts

Contractor shall assure that all subcontractors who are engaged or retained by Contractor to perform Work on the Project do so under the terms of a contract which is consistent with the applicable provisions of this Contract and which binds the Subcontractor to the material terms and conditions of the Contract Documents.

2.17 Contractor's Representative

Contractor shall designate in writing to Owner Contractor's Representative who shall be authorized to act on behalf of Contractor and who shall have full authority to bind Contractor. Contractor's Representative shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work.

2.18 Assistance to Contractor

Contractor shall provide Owner information reasonably requested by Owner to enable it to fulfill its obligations under this Contract. This obligation shall include, but not be limited to, providing such assistance as is reasonably requested by Owner in dealing with any Governmental Authority in matters relating to the Work or the Project.

2.19 Procurement of Equipment and Materials

Except as set forth in the Scope of Work, all equipment and materials necessary to complete the Work shall be purchased by Contractor.

2.20 Delivery Of Warranties

Prior to Final Completion, Contractor shall collect all written warranties and equipment manuals and deliver them to Owner including all material certifications and material testing reports.

2.21 Taxes

Contractor shall pay all taxes of every kind now or hereafter imposed, levied, or assessed by any Governmental Authority with respect to the Work, including taxes for labor, materials, and equipment utilized in connection therewith and expressly including all sales, use, personal property, excise, income, and payroll taxes. Upon request of Owner, Contractor shall furnish satisfactory evidence of such payments. Contractor acknowledges that Owner and Contractor must comply with Section §12-9-310, Article 3 of the S.C. Income Tax Act of 1926 and that Owner may withhold monies otherwise due Contractor in compliance with any such Applicable Law.

2.22 Permits

Contractor shall obtain all necessary permits and licenses necessary for Contractor to perform the Work or conduct business in the applicable jurisdiction in accordance with Applicable Law and shall be responsible for and correct any violations thereof. Owner shall provide such permits as required of Owner in the Specifications.

2.23 Maintenance of Books And Records

As to any Work performed on a time and material basis, Contractor's books and records shall include time cards and other records relating to the time of Contractor personnel spent on the Work and any expenditures made by Contractor for which Contractor will request reimbursement from Owner hereunder.

2.24 Royalties and License Fees

Contractor shall pay all required royalties and license fees and shall procure, as required, the appropriate proprietary rights, licenses, agreements, and permissions for materials, methods, processes and systems required for the performance of the Work.

2.25 Maintenance of Site

Contractor shall at all times keep an orderly Site free from waste materials or rubbish caused by its activities. As soon as practicable after the completion of all Punch list items, Contractor shall remove all of its equipment and materials not constituting part of the Project and remove all waste material and rubbish from the Site and restore the Site in accordance with all environmental permits and this Contract. In the event that Contractor fails to satisfactorily maintain the Site in accordance with this Section, Owner may perform such maintenance activities at Contractor's expense.

2.26 Safety and Security

Contractor shall execute the Work under this Contract in a prudent, cautious and safe manner; continuously maintain a safe and secure workplace; employ at all times whatever means may be reasonably required to insure the safety and avoid the endangerment of all persons and property of itself and others. Contractor shall prepare and enforce a site specific health and safety plan.

Contractor represents that, for the purposes of the Occupational Safety and Health Act (OSHA) of 1970 (including any state counterparts in those states authorized to enforce OSHA laws) and including all standards and regulations which have been or shall be promulgated by

any Governmental Authority which administers such Act, it is an 'employer' under the definition contained in such Act and, as an employer, is obligated to observe the requirements of that Act independent of any contractual relationship; and that, with respect to the Work and all activities associated in any manner with the Work or the Project, it will so comply with the requirements of that Act and all other requirements, standards, orders, regulations, or ordinances issued by any Governmental Authority having jurisdiction over the Work.

2.27 Restriction to Site

Contractor shall confine the employees, agents and invitees of Contractor and its Subcontractors to those portions of the Site necessary for the performance of the Work and prohibit such personnel from entering upon any other properties or facilities of Owner except as specifically authorized by Owner.

2.28 Emergencies

In the event of any emergency endangering life or property, Contractor shall take such actions as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any incidents, including Contractor's response thereto, to Owner.

2.29 Hazardous Materials

Contractor shall not, nor shall it permit or allow any Subcontractor to, bring any Hazardous Materials onto the Site and shall bear all responsibility and liability for such Hazardous Materials; provided, however, that Contractor may bring onto the Site such Hazardous Materials as are necessary to perform the Work so long as the same is done in compliance with Applicable Laws and Contractor shall remain responsible and strictly liable for all such Hazardous Materials.

2.30 Discovery of Hazardous Materials

If Contractor encounters any unanticipated unknown Hazardous Materials in or on the Site which create a safety or health hazard for Owner, Contractor, any Subcontractor or their employees, agents or representatives, or the general public or the surrounding environment, Contractor shall suspend the performance of the Work to the extent required to avoid any such safety or health hazard until action sufficient to protect the interests of such parties is taken by the Owner. Contractor shall notify Owner immediately upon encountering any such Hazardous Materials in or on the Site and shall thereafter suspend all Work in the impacted area and follow the directions of Owner.

2.31 Subsurface Conditions

Contractor shall in no event later than five days after discovery and before such conditions are disturbed, except in the event of an emergency, notify Owner in writing of:

A. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents;

B. Unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided in the Contract Documents. Upon such notice, Owner shall investigate the conditions and if Owner determines that such conditions do materially differ and cause an increase in the Contract Price or in the time required for performance of the Work, an adjustment

shall be made in accordance with Article 7. Any claim by Contractor for such adjustment shall be made strictly in accordance with Article 7.

ARTICLE 3 - COMPLETION OF THE WORK

3.1 Commencement of Work

Contractor shall commence the Work upon its receipt of a written notice from Owner ("Notice to Proceed") in the form contained in Exhibit D authorizing Contractor to commence the Work, whereupon Contractor shall diligently pursue performance of the Work in accordance with this Contract and the Project Schedule.

3.2 Completion Dates

The Work shall be Substantially Complete on or before the completion date set forth in the Notice to Proceed.

3.3 Time is of the Essence

Contractor acknowledges that achieving all events on or before the dates set forth therefore in the Project Schedule and achieving Substantial Completion on or before the dates set forth in the Notice to Proceed are of the essence of this Contract. Contractor shall perform the Work in an expeditious manner and in accordance with the Project Schedule to achieve such obligations.

3.4 Performance of the Work

Contractor agrees: (a) to provide at the Site the materials, equipment, labor and supervision necessary to begin the Work upon such date set forth in the Notice to Proceed; (b) to perform the Work and all parts thereof promptly, diligently and in such order and sequence as Owner may direct to assure the efficient, expeditious and timely prosecution of the entire Work under the Contract; and (c) to furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the Project Schedule or any modification thereof. Owner reserves the right to modify any such Project Schedule with respect to the required sequence or duration of the Work or any portion thereof, and Owner makes no representation that Contractor will be able to commence, prosecute or complete the Work in accordance with any Project Schedule. Contractor shall furnish any information requested by Owner required for scheduling, monitoring, or expediting the Work. Contractor shall promptly let all subcontracts, contracts and purchase orders and shall immediately notify Owner of any inability of the subcontractors to meet the requirements of the Project Schedule. **Contractor shall furnish to Owner all necessary information required for expediting and monitoring such activity.**

3.5 Surveys, Permits, Regulations

Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines elevations and cut sheets. Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with any resulting expense and shall be responsible for any mistakes that may be caused by their necessary loss or disturbance.

3.6 LIQUIDATED DAMAGES

IN THE EVENT THAT THE PARTIES HAVE AGREED TO LIQUIDATED DAMAGES AS SET FORTH ON THE TITLE PAGE HEREOF AND CONTRACTOR FAILS TO PERFORM ON OR BEFORE THE REQUIRED DEADLINE AS SET FORTH, CONTRACTOR AGREES TO PAY TO OWNER LIQUIDATED DAMAGES AS SET FORTH FOR EACH DAY THAT PERFORMANCE IS DELAYED. THE PARTIES AGREE THAT OWNER'S DAMAGES FOR CONTRACTOR'S DELAYED PERFORMANCE WOULD BE EXTENSIVE AND ARE NOT EASILY CAPABLE OF BEING QUANTIFIED. THE PARTIES ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES SET FORTH IN THIS CONTRACT DO NOT CONSTITUTE A PENALTY BUT RATHER CONSTITUTE REASONABLE COMPENSATION FOR THE DAMAGES THAT WOULD BE INCURRED BY OWNER.

ARTICLE 4 – CONTRACT PRICE

4.1 Lump Sum Contract Price

Subject to all of the other provisions of this Contract, Owner shall pay to Contractor for the due and full performance of the Work the Contract Price set forth on the title page of this Contract. The Contract Price shall not be increased or decreased on account of any changes in costs of any materials, fuel or labor or on account of changes in any Applicable Law, including, but not limited to, those relating to the payment of taxes. Any Contract Price adjustment will be made in accordance with applicable unit prices in Exhibit E and by written Change Order as otherwise set forth herein. Measurement and Payment shall be in accordance with the 2007 SCDOT Standard Specifications Section 109.

4.2 Schedule of Values

The Schedule of Values, Exhibit E, will serve as the basis for progress payments and will be incorporated into the form of Application for Payment attached as Exhibit F. Progress payments on account of unit prices will be based on the number of units completed and accepted.

4.3 Payment Procedure

Payments shall be made by Owner to Contractor according to the following procedure:

4.3.1 Submittal by Contractor. On or before the 10th day of each month, Contractor shall submit to Owner an Application for Payment in the form attached as Exhibit F covering Work completed through the end of the preceding month along with a Partial Release of Claims Exhibit G. The amount of retainage to be withheld by Owner from progress payments to be made to Contractor to be reflected on the Application for Payment shall be the percentage set forth on the title page of this Contract.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Contractor has received the materials and equipment free and clear of all claims and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Contractor's and Owner's interest therein.

4.3.2 Payment By Owner

Owner shall have fourteen (14) calendar days to approve or reject an Application for Payment. Should the Owner reject an application for payment, the Owner shall provide written notice to the Contractor explaining why the Application for Payment was rejected. Owner shall pay Contractor, within seven (7) calendar days after approval of Application for Payment the amount to which Contractor is entitled less the retainage percentage set forth on the title page of this Contract.

4.4 Title To Work

Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will upon receipt of such payment by Owner pass to the Owner free and clear of all liens, mechanic's liens, claims, security interests or encumbrances ("Liens").

4.5 Not Acceptance Of Work

No progress payment shall constitute an acceptance of any Work not in accord with the Contract Documents.

4.6 Right to Withhold

Owner shall have the right at any time to withhold all or part of any progress or final payment to Contractor, as determined in Owner's sole discretion, for any amounts due Owner under this Contract, for defective Work that has not been remedied, or for any other breach of this Contract by Contractor. No payment, either progress or final, to Contractor by Owner shall be construed to be an acceptance of any defective work.

4.7 Final Payment

A final payment, consisting of the unpaid balance of the Contract Price, including retainage, shall be made within forty-five (45) days after the last of the following to occur: (a) Final completion of the Work by Contractor; (b) the furnishing of satisfactory evidence by Contractor to Owner that the Contractor has paid in full all persons furnishing labor, materials or service in connection with the Work, including submission of a Final Release of Claims in the form attached as Exhibit H and that neither Contractor nor any person claiming under or through Contractor has filed or has the right to maintain a claim against Owner or the Project premises; or (c) the delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items with respect to the Work.

4.8 Payment for Labor, Supplies and Material

Contractor will receive the payments made by Owner and will hold such payments in trust to be applied first to the payment of any persons furnishing labor, materials, or services for the Work; and Contractor will so apply the payments from Owner before using any part thereof for any other purpose. Contractor shall, as often as requested by Owner, furnish an affidavit on such format as Owner may require showing the names and addresses of all persons who shall have furnished labor, materials or services for the Work and the amount due or to become due to each such person. Progress payments may, in the discretion of Owner, be made in the form of checks payable jointly to Contractor and such person. If Contractor shall fail to pay promptly when due, for all labor, services, and materials furnished in connection with the performance of the Work, Owner may after five (5) days written notice to Contractor, pay the amount of such liabilities and recover the amount thereof from Contractor, directly, or by the application of any portion of the Contract Price then or thereafter becoming due hereunder. Contractor will, at the request of Owner, provide affidavits on such forms or in such format as Contractor may require

from all persons furnishing labor, materials or services to the effect that they have been paid in full.

ARTICLE 5 - WARRANTIES

5.1 No Liens

Contractor warrants and guarantees that title to the Work and all materials, machinery, systems, supplies and equipment provided by Contractor in connection with the Project shall pass free and clear of all claims and that none of such Work, materials, machinery, systems, supplies or equipment shall be acquired by Contractor subject to any agreement under which a claim is retained by any person. If any claim is made relating to the Work, Contractor shall immediately discharge same; provided, however, if such claim is contested in good faith by Contractor, Contractor shall notify Owner and Owner shall have the right to require that Contractor furnish a suitable bond, escrow, or other reasonable assurance of payment satisfactory to Owner.

5.2 General Warranties

Contractor warrants that: (a) all machinery, equipment, materials, systems, supplies and other items comprising the Project that are supplied by Contractor shall be new (except as otherwise specified or agreed to in advance in writing by Owner) and of good quality; and (b) the Work shall; (i) be free from defects in design, material, and workmanship; (ii) be furnished in accordance with Applicable Law and Good Practices; and (iii) strictly conform to this Contract. Contractor also warrants that all documentation including Construction Quality Control testing to be provided by Contractor and any Subcontractors shall be complete and accurate and may be relied upon by Owner for such operation and maintenance and certifications as may be necessary.

5.3 Performance Warranties

Contractor warrants and guarantees that it will perform all of its Work in a good and workmanlike manner and in accordance with all applicable law, Good Practices, any applicable safety standards, and the provisions of this Contract and that when complete the Work and its components shall (a) be free from all defects caused by errors or omissions in Contractor's Work, (b) comply in all respects with all requirements of this Contract.

5.4 Warranty Period

Unless otherwise set forth in the Scope of Work, the warranty of title has no expiration date and all other warranties shall expire twelve (12) months after Substantial Completion of Contractor's Work unless notice is given to Contractor prior to the end of such twelve (12) month period that a warranty claim exists or Contractor reasonably knows that a warranty claim may exist. Any corrective action taken by Contractor under these warranties shall be similarly warranted for twelve (12) months from the date corrective action is completed or the remainder of the normal warranty period, whichever is longer. If any defect or deficiency in the Work is covered by Contractor's warranties, Owner shall have the option to reject and return affected equipment or materials at Contractor's expense or require Contractor to perform all modification, adjustment, repair or replacement promptly that may be required to correct such non-conforming, defective Work, furnishing any parts required therefore, F.O.B. to the Site, together with services of Contractor's supervisor and such workmen as shall be required, all at Contractor's expense. Contractor shall be solely liable for and shall correct any defect or deficiency under warranty at its sole expense, including correction of any other part of the Work

or any other equipment or property damaged or adversely affected or any services in progress adversely affected as a result of the failure. Contractor's corrective action shall be subject to Owner's approval and shall be performed in accordance with Good Practices. Contractor's actions shall include any necessary adjustments, modifications, change of design, removal, repair, replacement or installation, and Contractor shall provide all necessary parts, materials, tools, equipment, transportation and labor. Contractor shall perform the corrective Work at the Site so as to minimize the loss of use of the Project and Contractor shall not interfere with the conduct of the business or operations of Owner.

5.5 Testing

Contractor at its sole expense shall provide all testing and material certifications as required in the SCDOT Construction Manual (May 2004), SCDOT Quality Acceptance Sampling & Testing Guide (Rev. 001 and the Project Manual Special Provisions. Contractor acknowledges that Owner may retain one or more contractors to perform testing on its behalf. Contractor agrees that such testing obtained by Owner is intended solely for Owner's benefit and use and Contractor has not right to rely upon any testing obtained by Owner.

5.6 Contractor Corrective Action

If Contractor fails to take prompt corrective action, as required by this Contract or if any emergency exists requiring it to do so, Owner may take corrective action which may include acquisition of replacement equipment or services. If Owner takes corrective action under this subsection, Contractor shall reimburse all expenses incurred by Owner, including costs for direct labor and applicable overhead, material, tools, equipment, Contracts and transportation. Such corrective action undertaken by Owner shall not void Contractor's warranties and shall not result in the waiver of any of Owner's other rights or remedies.

5.7 Subcontractor Warranties

Contractor shall obtain warranties against defects in materials and workmanship from every Subcontractor furnishing labor, materials, or equipment for the Work in accordance with this Contract.

ARTICLE 6 - UNCOVERING OF THE WORK

6.1 Access To Construction

Owner, Owner's consultants, other representatives and personnel of Owner, independent testing laboratories, and Governmental Authorities will have access to the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper access to the Work and advise them of Contractor's safety procedures so that they can comply therewith.

6.2 Uncovering Of Work

If a portion of the Work is covered contrary to Owner's request, it must, if required by Owner, be uncovered for Owner's observation and be replaced at the expense of Contractor without change in any Milestone or the time for Substantial Completion. If a portion of the Work has been covered which Owner has not specifically requested to observe prior to its being covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with this Contract, the costs of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work is not in accordance with this Contract, Contractor shall pay such costs unless the condition was caused by Owner, its employees, consultants, or agents.

6.3 Work Rejected By Owner

Contractor shall promptly correct Work rejected by Owner which fails to conform to the requirements of this Contract, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear the costs of correcting such non-conforming Work. If Owner prefers to accept Work which is not in accord with the requirements of this Contract, Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

6.4 Removal Of Work

Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of this Contract and are neither corrected by the Contractor nor accepted by Owner.

6.5 Risk of Loss

Unless otherwise agreed by the parties in writing, Contractor agrees that it is fully responsible for the protection of all Work hereunder until Final Completion and acceptance by Owner and that it will make good or replace at no expense to Owner any damage to or loss of its Work from any cause whatsoever which occurs prior to Final Completion.

ARTICLE 7 - CHANGES

7.1 Owner May Request Changes

Owner, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. If changes are ordered, the Contract Price and the times for completion of the Work shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order in the form attached as Exhibit I.

7.2 Request For Additional Cost Or Time

If Contractor wishes to make a request for an increase in the Contract Price or for an extension of the times for completion of the Work (including, but not limited to, impact upon the Project Schedule, any Milestone or other deadline), Contractor shall give Owner written notice thereof in the form attached as Exhibit J, Change Order Request Form, no later than five (5) days after the occurrence of the event giving rise to such request. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Requests arising from delay shall be made within five (5) days after the delay. Contractor shall not be entitled to a Change Order if it fails to submit a request for same in accordance with the time deadlines set forth above. Any change in the Contract Price or the times for completion of the Work resulting from such request shall be authorized by Change Order, Exhibit I.

7.3 Changes To The Contract Price

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

- A. By mutually agreed lump sum properly itemized and supported by substantiating data to permit evaluation.
- B. Where the Work involved is covered by Unit Prices, contained in this Contract (Exhibit K), by application of such Unit Prices to the quantities of the items involved.

- C. Where the Work involved is not covered by Unit Prices in this Contract and agreement to a lump sum is not reached, the value of the Change Order will be determined as set forth in Changes in Work, Exhibit L.

7.4 Documentation

Whenever the cost of any Change Order Work is to be determined by Unit Prices or as set forth in paragraph C above, Contractor will maintain records thereof in accord with generally accepted accounting practices and submit, in a form acceptable to Owner, an itemized cost breakdown together with supporting data along with daily time sheets.

7.5 Extension of Time

If for reasons beyond its control, including an event of Force Majeure, Contractor shall be materially delayed at any time in the progress of the Work under such circumstances as would entitle an adjustment of the contract times pursuant to the terms of this Contract, Contractor shall be entitled to seek an extension of time for completion of the Work hereunder or other relief; provided that Contractor shall have filed with Owner written claim for such extension or relief within five (5) days of the initial date of the event giving rise to such request.

In the event that Contractor's performance of this Contract is delayed or interfered with by unusual weather, including, but not limited to abnormal rainfall, catastrophic storms, tornadoes, floods, lightning, earthquakes and other acts of God, acts or omissions of the Owner or other contractors, Contractor may request an extension of time for the performance of the Work in accordance with the deadlines set forth in this subsection. In no such event shall Contractor be entitled to any increase in the Contract Price or to damages for delay or additional compensation as a consequence of such delays or interference.

7.6 Changes to the Contract Times

Notwithstanding anything to the contrary in this Contract, Contractor shall only be entitled to an extension of any of the Contract times as shown in the Project Schedule or any milestone as a result of a delay, disruption, hindrance, or acceleration if such delay, disruption, hindrance, or acceleration or the aggregate of such delays, disruptions, hindrances and/or accelerations actually affects a critical path activity and delays achievement of any milestone or deadline set forth in the Project Schedule as determined based upon the following criteria, all of which must be established:

- (a) Such delay, disruption, hindrance, or acceleration (or the aggregate thereof) in fact causes, and is responsible for, a change in the ability of Contractor to achieve a milestone by the milestone date or the applicable deadline;
- (b) Contractor uses reasonable efforts to maintain the applicable deadline as if the delay, disruption, hindrance, or acceleration had not occurred; and
- (c) Contractor demonstrates specific actions taken to work around or mitigate the impact of the delay, disruption, hindrance, or acceleration on the applicable deadline.

If a delay, disruption, hindrance, or acceleration causes a delay in any applicable deadline, as demonstrated as set forth herein, the affected deadline shall be extended only by the direct and immediate time impact associated with the act or event causing the delay.

ARTICLE 8 - INDEMNITY AND LIMITATION OF DAMAGES

8.1 Indemnity By Contractor

Contractor shall, and shall require its Subcontractors to, indemnify, defend, and hold Owner, and all of its other contractors and their respective affiliates, subsidiaries, assigns, successors, officers, directors, employees and agents, harmless from and against any and all claims, suits, demands, liabilities, losses, damages, costs, and expenses Owner or such other contractors or Contractors may suffer or pay out as a result of the negligence, gross negligence or willful misconduct of Contractor, its agents, employees or subcontractors in the performance of the Work or its duties under this Contract. The foregoing indemnity shall include reasonable costs and attorneys' fees incurred by the party indemnified in defending itself against a claim as to which Contractor owes a duty of indemnification. Contractor shall be entitled to (a) prompt written notice of a claim that gives rise to a claim for indemnification hereunder. and (b) an opportunity to defend the claim, suit, or demand through counsel of its choosing. Contractor shall have the right to control the defense and to be the sole judge of the acceptability of any compromise or settlement.

8.2 Intellectual Property Indemnity

Contractor agrees to defend, indemnify and hold Owner and all of its other contractors and their respective affiliates, subsidiaries, assigns, successors, officers, directors, employees and agents harmless from and against any and all claims whatsoever arising from or in any manner related to an infringement of patents or the improper use of other proprietary rights which may occur in connection with Contractor's or any subcontractor's performance of Work pursuant to this Contract and the ownership or use of any portion of the Project unless such infringement or improper use is at the direction of Owner and not otherwise contemplated hereunder. Owner's acceptance of Contractor's engineering, design and/or proposed or supplied equipment and materials shall not be construed to relieve Contractor of any obligation hereunder. Should any such claim materially impair Contractor's performance of the Work or operation or use of the Project by Owner then Contractor shall, at its own expense, use commercially reasonable efforts to timely procure the right to continue its performance of the Work or the Project so as not to materially impair the schedule for completion of the Project or timely procure for Owner the right to continue operation of the Project.

8.3 Indemnity for Violation of Applicable Laws

Contractor agrees to indemnify, defend and hold harmless Owner and all of its other contractors and their respective affiliates, subsidiaries, successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims, fines, and penalties imposed by any Governmental Authority which arise from or result from Contractor's violation of any Applicable Law.

8.4 Indemnity for Hazardous Substances

Contractor agrees to indemnify, defend and hold harmless Owner and all of its other contractors and their respective affiliates, subsidiaries, successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims for personal injury even death or property damage that arise from or out of Contractor's use, handling, or disposal of Hazardous Materials, whether used by the Contractor or while performing Work under this Contract.

8.5 Indemnity for Liens

In the event that any person who has performed any portion of the Work files, claims or asserts any claim for payment for work performed on the Project, Contractor shall indemnify,

defend and hold Owner harmless from any against claims, losses or expenses (including attorney's fees and costs) incurred in connection with any such claim.

8.6 LIMITATION OF DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, THE WORK OR THE PROJECT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES WHETHER ANY CLAIM FOR SUCH DAMAGES ARISES IN CONTRACT, TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE OR OTHERWISE.

ARTICLE 9 - INSURANCE AND BONDS

9.1 Contractor's Insurance

Contractor shall maintain at its expense insurance coverage of the types and with the minimum limits set forth in Exhibit M. Owner shall be named as additional insured under such policies of insurance. Such coverage shall be maintained in a form and with companies acceptable to Owner. The foregoing policies shall contain a provision that the coverages afforded under the policies will not be canceled, that renewal will not be refused, and that the amount of coverage will not be reduced below the limits specified in Exhibit M until at least thirty (30) days' prior written notice has been given to Owner. A certificate of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Work. Owner may at any time require Contractor to reaffirm maintenance of such coverage.

9.2 Other Insurance

Owner shall determine the adequacy, scope, limits, terms and applicability to Contractor's Work of any builder's risk or fire insurance, if any, which may be provided or maintained by Owner. Contractor shall be responsible for providing any such insurance or supplemental insurance it may desire. In the event of a loss for which an Owner's builder's risk or fire insurance policy, if any, provides coverage for Contractor's Work, and a recovery from such insurance is subsequently secured, Owner shall have sole responsibility and discretion for the allocation of such recovery. The initiation or pendency of a claim or recovery under such insurance, if any, shall not be cause for Contractor to delay or suspend the performance of any obligation under this Contract. Except when and to the extent specifically covered by such insurance, if any, which the Owner may maintain, Contractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, plant, scaffolds, bracing, and similar items.

9.3 Waiver of Subrogation

Contractor shall obtain a waiver of subrogation in favor of Owner by endorsement or otherwise from any insurer who issues any policy of insurance required of Contractor pursuant to this Contract. Contractor will obtain similar waivers of rights and waivers of subrogation interests from its subcontractors and their insurers in favor of Owner.

9.4 Waiver For Perils Covered By Insurance

Contractor and its insurers shall waive all rights against Owner for damages caused by perils covered by property insurance applicable to the Project, except such rights as it may have to the proceeds of such insurance. Contractor shall require similar waivers from all Subcontractors and their insurers in favor of Owner. Contractor and its insurers shall waive all rights against Owner for

loss or damage to any equipment used in connection with the Project which loss is covered by any property insurance. Contractor shall require similar waivers from all subcontractors and their insurers in favor of Owner.

9.5 Bonds

Unless otherwise indicated on the cover page, Contractor shall, at its own expense, obtain from a commercial surety acceptable to Owner and in the form attached as Exhibit N hereto separate bonds: (a) for the due and complete performance of Contractor's obligations hereunder (performance bond), and (b) for the timely payment of all charges for labor, services, and materials furnished for the prosecution of the Work (payment bond). Each such bond shall be for a sum equal to one hundred percent (100%) of the Contract Price. Such bonds shall be delivered to Contractor within seven (7) days after the Effective Date. If the premium expense for such bonds is not included in the Contract Price as indicated above, Contractor shall submit to Owner the surety's invoice for such bonds. Upon presentation of satisfactory bonds, Owner shall pay the lesser of either the invoice amount or other such bond premium amount as set forth in this Contract. At Owner's option, such payment may be made to Contractor or directly to the surety. If Contractor performs Work prior to providing the bonds required of Contractor pursuant to this Contract, Contractor warrants and represents to Owner that it has the ability to obtain such bonds and further that it will continue to perform the Work through the Final Completion without further payment from Owner until such bonds are provided or the Work is finally complete. Contractor will indemnify, defend and hold Owner harmless from any and all claims that arise out of or relate in any way to Contractor's failure to obtain the bonds required of Contractor pursuant to this Contract.

ARTICLE 10 - TERMINATION

10.1 Termination for Convenience

Upon five (5) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement.

10.2 Contractor's Remedies

In the event that this Contract is terminated by Owner for convenience in accordance with the preceding section, Contractor shall be paid for Work performed prior to the date of such termination plus Contractor's reasonable demobilization costs and costs reasonably incurred in terminating contracts with Subcontractors but shall not include any lost anticipated profit. Recovery of such costs shall be Contractor's exclusive remedy in the event of a termination for convenience.

10.3 Termination of Contractor for Cause

If Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it fails to supply enough properly skilled workmen or proper materials, or if it fails to make proper payment to Subcontractors or for materials or labor, or persistently disregards Applicable Law, or breaches a provision of this Contract, then Owner may, without prejudice to any right or remedy and after giving Contractor seven (7) days written notice, during which period Contractor fails to cure the violation, terminate this Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor and may finish the Work by whatever reasonable method it may deem expedient. Owner shall be the assignee of and have a security interest in the property described above to the extent located on the Site and shall be the assignee of any contracts between Contractor and any subcontractor and Contractor may at any

time file this Contract as a financing statement under Applicable law. In the event of a termination pursuant to this Section, Contractor shall be entitled to recover progress payments for Work performed prior to the date of such termination less (a) the costs incurred by Owner to complete Contractor's Work (including the costs of any replacement contractor and an allowance for administrative burden equal to fifteen percent (15%) of such costs) and (b) any other costs (including attorney costs) incurred by Owner as a result of the termination. In the event the costs to complete Contractor's Work and the other costs incurred by Owner exceed the balance due to Contractor, Contractor shall promptly pay Contractor such excess amount. Contractor shall not be entitled to receive any further payment for previously completed Work until the Project is finally completed.

10.4 Suspension of the Work

At any time and without cause, Owner may suspend the Work or any portion thereof by notice in writing to Contractor. Contractor shall resume the Work on the date fixed by Owner in writing. Contractor shall continue to perform all Work that is not suspended. Should the Owner suspend all work on the Project, the Owner shall only pay for reasonable demobilization expenses for moving Contractor's equipment from the Project Site to Contractor's headquarters in Browns Summit, North Carolina and for reasonable expenses to temporarily stabilize or protect Contractor's completed Work provided that all such stabilization Work is performed at the specific direction of and with the prior approval of Owner. Upon reinstatement of the Work at Owner's written direction, Owner will pay Contractor the reasonable remobilization costs for the transportation of equipment that was demobilized by Contract back to the Project Site. No other expenses associated with the suspension or reinstatement of Work shall be paid by the Owner.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Dispute Resolution

If any controversy or claim arises out of or relates to this Contract, or breach thereof, the parties agree to utilize the procedures set forth below:

11.2 Direct Negotiation

The parties shall initially attempt to resolve the dispute by direct negotiation in an amicable manner.

11.3 Mediation

If the parties fail to reach agreement by direct negotiation within sixty (60) days from the commencement of negotiation, the parties will submit the dispute to non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association. Such mediation shall be held in Spartanburg, South Carolina.

11.4 Arbitration

If the parties cannot settle the dispute by non-binding mediation within sixty (60) days from the commencement of mediation, the dispute shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. In any such arbitration proceeding, any party may join any party who participated in the Project who is or may be necessary to resolution of the dispute with whom such party has an agreement to arbitrate. Such arbitration proceeding shall be held in Spartanburg, South Carolina.

11.5 Demand For Arbitration

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within sixty (60) days after the parties fail to reach agreement by non-binding mediation.

11.6 Discovery Before Arbitration

Prior to any arbitration hearing, discovery shall be limited to: interrogatories; requests for production of documents; exchange of written reports prepared by expert witnesses retained by any party to the proceeding; depositions of such expert witnesses; and depositions of no more than ten (10) witnesses by each party. The parties shall be entitled to take such discovery from third parties as agreed to or as ordered or approved by the arbitrator(s).

11.7 Judgment

Judgment upon the award rendered by the arbitrators shall be final and may be entered in any court having lawful jurisdiction thereof.

11.8 Performance Pending Resolution Of Dispute

Unless otherwise agreed in writing, Contractor shall continue its services and maintain its progress during any dispute resolution proceedings, and Owner shall continue to make payments to the Contractor in accord with this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Assignment Of Agreement

Contractor shall not assign its interest in this Contract without the prior written consent of Owner.

12.2 Choice Of Law

This Contract shall be governed by the laws of South Carolina without regard to choice of law rules.

12.3 Extent Of Contract

This Contract represents the entire agreement between Owner and Contractor relating to the Project and supersedes all prior negotiations, representations, or agreements. All prior negotiations, representations and agreements concerning the Work and the Project are merged into this Contract. This Contract may be amended only by written instrument signed by both Owner and Contractor.

12.4 Confidential Information

All information disclosed to Contractor by Owner or acquired by Contractor in connection with the performance of the Work shall be held in confidence by Contractor and shall not be disclosed to third parties without Owner's prior written consent unless Contractor can show to Owner's satisfaction that said information (a) is generally known to the public without breach hereof, (b) was known to Contractor or in its possession prior to disclosure by Owner, (c) was disclosed to Contractor, after disclosure by Owner, by a third party having the unrestricted legal rights to disclose the same, or (d) is required by law to be disclosed.

12.5 Ownership Of Documents

All documents prepared by Contractor, including but not limited to sketches, drawings, plans, specifications, models, calculations, computer software, and electronic media are instruments of service for the Project and are the property of Contractor. If Owner requires, they will be transferred to its custody at completion of the Work but shall not be used for purposes other than maintenance, repairs, or reference without permission of Contractor. Contractor reserves the right to retain reproducible media of all documents.

12.6 Record Drawings

The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and shop drawings at the Site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the project.

12.7 Waiver

The failure of either party to enforce any of the provisions of this Contract at any time, or from time to time, shall not operate as a waiver with respect to future or other actions or claims.

12.8 Effect Of Agreement

The rights and obligations of the parties under this Contract shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

12.9 Notices

All notices, requests, demands, and other communications under this Contract shall be deemed to have been duly given if delivered in person or if mailed in the United States mail, certified mail, return receipt requested, and properly addressed as set forth on the title page of this Contract. If mailed, any such notice, request, demand, or other communication is effective on the date shown on the return receipt. From time to time either party may designate another person or address for all purposes of the Agreement by giving to the other party not less than fifteen (15) days advance written notice of such change of person or address in accord with the provisions hereof. You will want to provide the names of the persons to send the notices to.

12.10 Invalidity

If any of the provisions of this Contract shall contravene or be invalid, such contravention or invalidity shall not invalidate the whole Contract or any other provision thereof, but the contravening or invalid provision or portion of such provision shall be deemed amended to conform with the Applicable Law but in such a manner as to most nearly reflect the intent of the parties.

12.11 Joint Responsibility for Drafting

This Agreement was negotiated and prepared by both parties. The parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one party on the ground that such party is the author of this Agreement or any part hereof.

12.12 Compliance with Employment Laws

Contractor warrants that it will comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

Unless otherwise exempted by Executive Order 11246 or by rules, regulations or orders issued pursuant thereto, Contractor shall comply with all applicable rules and regulations pertaining to equal opportunity and non-segregated facilities.

Unless otherwise exempted by the rules, regulations or orders issued pursuant thereto, Contractor shall comply with the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and the rules and regulations promulgated thereto.

Unless otherwise exempted by the rules, regulations or orders issued pursuant thereto, Contractor shall comply with the Rehabilitation Act of 1973, as amended and the rules and regulations promulgated thereto.

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same as set forth in Exhibit O.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF SPARTANBURG

By: _____

Its: _____

Date: _____

CONTRACTOR'S NAME

By: _____

Its: _____

Date: _____

Approved as to Form: _____
City Attorney

Exhibit P

**CITY OF SPARTANBURG
CONTRACTOR QUALIFICATION FORM**

1. Contact Information:

Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Primary Contact: _____
Primary Contact E-mail: _____
Primary Telephone #: _____
Fax #: _____
Emergency Contact and Telephone #: _____

2. Insurance Coverage: County's Standard Risk Exposure: Provide Certificate of Insurance, Exhibit G, page 21.

***A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.**

Note: Please attach a copy of your current Certificate(s) of Insurance for General Liability, Automotive and Workers Compensation policy numbers, effective dates of these policies and you must list the **City of Spartanburg as Additional Insured.**

- Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the City, its Officers, officials, employees and agents.

3. Types of Work Primarily Performed by Contractor

4. Safety History Table

What is your company's SIC/NAICS Code? _____

		2019	2018	2017	2015	2014
A	Total Number of Man-hours					
B	Number of Recordable Incidents with no lost time Accidents					
C	Number of Recordable Incidents with lost time Accidents					
D	TRIR (Total OSHA Recordable Incident Rate) ((B+C) x 200,000) / A					
E	Number of Fatalities					
F	Published EMR (Experience Modification Rate)					

- If your business has operated less than 5 years and 5 years is not available, please provide information for the number of available years.
- Please note that we reserve the right to audit these records and conduct a safety audit prior to awarding all contracts.

4.1. Provide documentation to support the above EMR information.

4.1.1. Letter from insurance agent, insurance carrier, or appropriate government agency (on their letterhead) verifying the modification rate.

4.1.2. Provide your company's loss runs for the past 5 years.

- If your business has operated less than 5 years and 5 years is not available, please provide information for the number of available years.

5. Additional Safety Information:

After award, Proposer shall provide a copy of your company's Safety Policy Manual.

6. Statement of Safety Commitment

I speak on behalf of my Company in committing our resources to the City of Spartanburg to maintain a safe operation. We _____ assume the responsibility for the safety and health of my/our employees and that of any lower tier subcontractor working for me on City of Spartanburg projects. I will make every effort and agree that my/our employees shall at all times observe and comply with all relevant legislation and Company procedures/rules.

I certify that this document has been completed accurately to the best of my knowledge and that all information is true, accurate, and complete.

Signed: _____ Date: _____

Printed Name: _____

Title/Position Held: _____

SAMPLE

INFORMATION FOR BIDDERS

Bids will be received and opened as specified in the advertisement. When the term Local Public Agency is used in this Section it shall mean the City of Spartanburg and the OWNER.

1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as **BID for City of Spartanburg for Mary Black Trail Extension Project**, and the envelope should bear on the outside the RFP Number, name of BIDDER, his/her address, all license information, etc., typed thereon and sealed. If forwarded by mail, the sealed envelope contained in the BID must be enclosed in another envelope addressed to the OWNER as advertised.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

All bids shall be on the printed form contained herein or on copies thereof, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the plans and specifications. Bid Documents shall include the Bid, the Bid Quantity, the Non-Collusion Affidavit and the Statement of Bidder's Qualification. Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if indicated in the bid form. In addition, any other information requested in the bid form must be completed.

Each BIDDER is required to state in his proposal his/her name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the BIDDER.

If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder having the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

If called for in the bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

On the first sheet of the bid form, the bidder shall write his/her name and address, his/her bidder's license number; and contractor's license number, if required. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the sub-contractor, where his/her bid is used, shall also be shown.

The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the total sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.

The Owner reserves the right to hold bids for a period of sixty (60) days after date of opening and to award the contract at any time during that period.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

Each bidder shall acknowledge receipt of all addenda in the spaces provided in the bid form. It shall be each bidder's responsibility to assure themselves that all addenda have been received. No claim for failure to receive addenda will be considered.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself/herself with the existing conditions there relating to construction and labor, and should fully inform himself/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself/herself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint himself/herself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he/she should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

There are none in the RFP.

5. BID GUARANTY

Each Bid must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the Bid. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A Certified check may be used in lieu of a BID BOND. A performance bond and payment bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract in the form attached hereto.

Attorneys-in-fact who sign BID BONDS or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which Bidding is based shall and attach thereto, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.

Before executing any subcontracts, the successful Bidder shall submit the name of any proposed subcontractor for prior approval.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose a statement of the Bidder's qualifications, his/her experience record in constructing the type of improvements embraced in the contract, his/her organization and equipment available for the work contemplated, and when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the availability of the Bidder to perform his/her obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should questions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the Drawings and Technical Specifications.

The quantities listed in the proposal form are to be considered as approximate and are to be used only for the comparison of the BIDS and as basis for computing amounts of security or penal sums of bonds to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts, and except for lump sum items in unit price contracts, will be made to the CONTRACTOR for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished without in any way invalidating the unit BID prices.

9. CORRECTIONS

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the contract documents may be rejected at the option of the Owner.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his/her Bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECT OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified as early as possible. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his/her own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

14. EXECUTION OF AGREEMENT: PERFORMANCE BOND, PAYMENT BOND, BUSINESS LICENSE

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents such number of copies as the Local Public Agency may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in this document, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Public Agency for a refund.

The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms.

15. NOTICE TO PROCEED

The NOTICE TO PROCEED shall be issued within 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within 10 days or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

16. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under the General Wage Determination for the State of South Carolina are the minimums to be paid during the life of the Contract. It is the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Refer to Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

The offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth on page 100 of Section 00900 Supplemental Specifications.

The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals for minority
Participation for
each trade

Goals for female
participation in
each trade

16.0%

6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. 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 or 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 regulation in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 days of award of any construction subcontract in excess of \$10,000.00 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. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is City of Spartanburg, South Carolina.

18. ILLEGAL ALIENS/WORKERS

Attention to bidders is also called to requirements to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S. C. Code Ann., 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (e-verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Bidder also understands that he/she will comply with the Statute in its entirety and agrees to provide the Public Agency with documentation to establish applicability of the Statute.

19. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship.

The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will be given notice of defective materials and work with reasonable promptness.

20. LOCAL PUBLIC AGENCY

Wherever the term "Local Public Agency" is referenced in the contract documents, it shall mean the Owner which is the City of Spartanburg.

21. TAXES

Attention is called to the following provisions of the South Carolina Tax law: South Carolina law requires that a withholding tax of two percent (2%) be withheld from payments made to non-resident contractors performing a business of temporary nature in South Carolina, and provided the contract exceeds \$10,000. The withholding of two percent (2%) may be waived provided the nonresident taxpayer posts with the South Carolina Tax Commission a non-resident withholding tax bond. This provision provides assurance to the South Carolina Tax Commission that the non-resident contractor will comply with applicable provisions of the Income Tax Act of 1926, as amended. The prime contractor or employer of the non-resident contractor is held responsible for the tax due to be withheld and must withhold the tax unless he is notified by the South Carolina Tax Commission that a non-resident withholding bond has been posted covering the contract in question.

In addition to the above, the non-resident contractor is required to act as withholding agent for the State of South Carolina and withhold tax from wages paid to his employees working in South Carolina. It is the responsibility of the non-resident contractor to apply for an employer account number and file the quarterly withholding reports on or before the appropriate due dates.

22. ENGINEER

Wherever the "Engineer" is referenced in the contract documents, it shall mean the City engineering Administrator.

23. CONFLICTS WITH RFP INSTRUCTIONS

If any requirements in the Information for Bidders section should arise between the requirements of this RFP the most stringent requirement shall prevail.

BID FORM
PROJECT ID P028136
MARY BLACK TRAIL EXTENSION
RFP No: 2021-05-18-01

BID

FROM:

BIDDER _____ **Date** _____

Address _____ **Telephone** _____

Bidder's License No. _____

Contractor's License No. _____

TO: CITY OF SPARTANBURG (OWNER)
145 Broad Street
Post Office Box 1749
Spartanburg, S. C. 29304

The undersigned, as bidder, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he/she has satisfied himself/herself as to the work to be performed.

The bidder further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

Completion Time: 180 days

Liquidated Damages: \$300.00 per day

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred

percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check accompanying this proposal to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.

Bidder acknowledges receipt of the following Addenda:

Addenda Received: No. _____

Date _____

The undersigned further agrees that in case of failure on his part to execute the said contract and bonds within 10 consecutive calendar days after written notice has been given of the award of the contract, the check and/or bid bond accompanying this bid and the monies payable thereon will be paid into the funds of the Owner as liquidated damages for such failure; otherwise, said check or bid bond will be returned to the undersigned.

The bidder further purposes and agrees hereby to commence the work with adequate forces and equipment within 10 days after being notified by the Owner or Engineer to proceed, and to complete the work within the specified time.

ATTACHED HERETO is a certified check on the _____

_____ Bank of _____ and/or bid bond

with the _____ Company for the sum of _____

Dollars (_____), made payable to the Owner as a bid guarantee.

The attached completed and executed Debarred Firms certification is hereby made a part of this bid.

Address:

_____ Firm _____

_____ By _____ (L.S.)

Title _____

(SEAL if bid is by a corporation)

	BID FORM PROJECT P028136 MARY BLACK TRAIL EXTENSION PROJECT				
Item Number	Item Description	Units	Quantity	Unit Cost	Total Cost
1031000	MOBILIZATION	LS	1.00		
1032010	BONDS AND INSURANCE	LS	1.00		
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.00		
1071000	TRAFFIC CONTROL	LS	1.00		
1080300	CPM PROGRESS SCHEDULE	LS	1.00		
2011000	CLEARING AND GRUBBING WITHIN RIGHT OF WAY	LS	1.00		
2021005	REMOVAL & DISPOSAL OF EXISTING CATCH BASIN	EA	2.00		
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	1524.00		
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	LF	3186.00		
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	5451.00		
2031000	UNCLASSIFIED EXCAVATION	CY	1155.00		
2033000	BORROW EXCAVATION	CY	257.00		
2103000	FLOWABLE FILL	CY	36.00		
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	143.00		
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TN	363.00		
3100340	HOT MIX ASPHALT BASE COURSE - TYPE D	TN	348.00		
4010005	PRIME COAT	GAL	232.00		
4011004	LIQUID ASPHALT BINDER PG 64-22	TN	60.00		
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TN	182.00		
4030350	HOT MIX ASPHALT SURFACE COURSE TYPE D	TN	174.00		
5019009	STAINED CONCRETE PAVEMENT (8" UNIFORM)	SF	73.00		
6021114	PAVEMENT MARKINGS(TEMPORARY-PAINT)-4" YELLOW SOLID LINES	LF	3387		
6021115	TEMPORARY CONSTRUCTION SIGNS (BARRICADE MOUNTED)	SF	240		
6021120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	1160		
6041200	BARRICADE-TYPE 3	LF	324		
6250005	4" WHITE BROKEN LINES(GAPS EXCL.) FAST DRY PAINT	LF	628.00		
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	4596.00		
6250012	6" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	701.00		
6250015	8" WHITE SOLID LINES (CROSSWALK & CHANNELIZATION) FAST DRY PAINT	LF	3278.00		

	BID FORM PROJECT P028136 MARY BLACK TRAIL EXTENSION PROJECT				
Item Number	Item Description	Units	Quantity	Unit Cost	Total Cost
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES) FAST DRY PAINT	LF	1094.00		
6250030	WHITE SINGLE ARROWS (LT, STRGHT, RT) FAST DRY PAINT	EA	25.00		
6250105	4" YELLOW BROKEN LINES(GAPS EXC) FAST DRY PAINT	LF	1262.00		
6250110	4" YELLOW SOLID LINES (PVT.EDGE LINES) FAST DRY PAINT	LF	18964.00		
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL.	LF	314.00		
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	LF	2378.00		
6271012	6" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	LF	351.00		
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	LF	4187.00		
6271020	12" WHITE SOLID LINES - THERMO. - 125 MIL.	LF	25.00		
6271023	12" x 18" WHITE TRIANG. YIELD BAR (GAPS EXC)THERMO-125MIL	LF	65.00		
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)- THERMO.-125 MIL	LF	4395.00		
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	EA	25.00		
6271035	WHITE WORD MESSAGE "ONLY" - THERMOPLASTIC - 125 MIL.	EA	2.00		
6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL.	LF	2641.00		
6271074	4" YELLOW SOLID LINES (PVT.EDGE LINES) THERMO-90 MIL.	LF	9482.00		
6271080	24" YELLOW SOLID LINES - THERMOPLASTIC - 125 MIL.	LF	66.00		
6280050	GREEN BIKE LANE MARK- PREF. THERMO 90 MIL.	SF	1244.00		
6280055	BIKE LANE SYMBOL -PREFORMED THERMO - 90MIL	EA	21.00		
6280056	BIKE LANE ARROW - PREFORMED THERMO - 90MIL	EA	34.00		
6301100	PERM.YEL.PAV.MARK BI-DIR 4"X4"	EA	20.00		
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	11672.00		
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	313.00		
6513050	REMOVAL OF FLAT SHEET SIGN ATTACHED TO GROUND MOUNTED SIGN	EA	4.00		
6531410	REMOVAL OF U-SECTION POST	EA	8.00		
6551110	SQUARE TUBING POST 12 GAUGE - 1 3/4" x 1 3/4" x 8	LF	584.00		

	BID FORM PROJECT P028136 MARY BLACK TRAIL EXTENSION PROJECT				
Item Number	Item Description	Units	Quantity	Unit Cost	Total Cost
7011403	CONC. FOR STRUCTURES - CLASS 4000(ROADWAY)	CY	30.00		
7143612	12" SMOOTH WALL PIPE	LF	104.00		
7143615	15" SMOOTH WALL PIPE	LF	31.00		
7143618	18" SMOOTH WALL PIPE	LF	137.00		
7191005	CATCH BASIN -TYPE 1	EA	4.00		
7191605	CATCH BASIN -TYPE 16	EA	6.00		
7192011	DROP INLET (24" X 24") WITH STANDARD 4' X 4' BOX	EA	1.00		
7196174	CATCH BASIN(T-17) (TOP ONLY)	EA	2.00		
7196181	DROP INLET (24"X24") TOP ONLY	EA	1.00		
7197110	ADJUST CATCH BASIN	EA	1.00		
7198330	JUNCTION BOX - CONVERT CB T-1	EA	1.00		
7198393	JUNCTION BOX - CONVERT CB T-17	EA	1.00		
7198470	MANHOLE-CONV. CB T-9	EA	1.00		
7198520	DROP INLET (24" X 24") - CONVERT MANHOLE	EA	3.00		
7201000	CONCRETE CURB (9" X 15")	LF	377.00		
7201505	PRECAST CONC.CURB STOP(6'LONG)	EA	15.00		
7202000	HANDWORK THROAT CURB TO FLUME OR INLET	EA	10.00		
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	3050.00		
7203230	CONCRETE CURB AND GUTTER (2'-0") OGEE	LF	46.00		
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	613.00		
7204900	DETECTABLE WARNING MATERIAL	SF	854.00		
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	194.00		
7206000	CONCRETE MEDIAN	SY	267.00		
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	700.00		
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	56.00		
8021904	4" PVC PIPE UNDERDRAIN	LF	200.00		
8091010	RIGHT OF WAY MARKER(REBAR&CAP)	EA	26.00		
8091050	RIGHT OF WAY PLAT	LS	1.00		
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	AC	0.10		
8101100	ORGANIC TOPSOIL	CY	536.00		
8101105	COMPOST	CY	26.00		
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	0.10		
8104005	FERTILIZER (NITROGEN)	LB	18.00		
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	24.00		
8104015	FERTILIZER (POTASH)	LB	12.00		
8105005	AGRICULTURAL GRANULAR LIME	LB	200.00		
8109050	SELECTIVE WATERING	GAL	10860.00		

BID FORM
 PROJECT P028136
 MARY BLACK TRAIL EXTENSION PROJECT

Item Number	Item Description	Units	Quantity	Unit Cost	Total Cost
8109901	MOWING FOR SEEDING	AC	0.40		
8110003	LANDSCAPING ITEM NO. 01	EA	10.00		
8110003	LANDSCAPING ITEM NO. 02	EA	14.00		
8110003	LANDSCAPING ITEM NO. 03	EA	1.00		
8110003	LANDSCAPING ITEM NO. 04	EA	83.00		
8110003	LANDSCAPING ITEM NO. 05	EA	281.00		
8110003	LANDSCAPING ITEM NO. 06	EA	86.00		
8110003	LANDSCAPING ITEM NO. 07	EA	3025.00		
8110003	LANDSCAPING ITEM NO. 08	EA	424.00		
8110003	LANDSCAPING ITEM NO. 09	EA	107.00		
8110003	LANDSCAPING ITEM NO. 10	EA	1011.00		
8110003	LANDSCAPING ITEM NO. 11	EA	471.00		
8110003	LANDSCAPING ITEM NO. 12	SY	397.00		
8110220	DOUBLE GROUND HARDWOOD MULCH	CY	75.00		
8114011	TREE PROTECTION FENCING	LS	1.00		
8115510	IRRIGATION SYSTEM, COMPLETE	LS	1.00		
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	200		
8990683	RELOCATE EXISTING PEDESTRIAN SIGNAL	EA	1.00		
8990684	BRICK PAVERS -SAND CEMENT SET	SF	504.00		
8990685	GRATES FOR RAISED CROSSWALK	SF	58.00		
8990686	CONCRETE CURB (6" x 15") -PEDAL SAFE	LF	1365.00		
8990687	CONCRETE CURB (6" x 15") - CHAMFER	LF	1682.00		
8990688	CONCRETE CURB AND GUTTER- STEPPED CURB	LF	31.00		
8990689	DIRECTIONAL INDICATORS	SF	45.00		

TOTAL BID \$ _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

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

- 1) He or She is _____ OF _____, the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 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, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Spartanburg, S.C. or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____
Title

Subscribed and sworn to before me this

_____ day of _____, 20____

City of Spartanburg

State of South Carolina Sales and Use Tax Acknowledgement Form

RFP No: 2021-05-18-01

Proposal Name: MARY BLACK TRAIL EXTENSION PROJECT

Proposer Information:

Proposer:

Address:

City, State, Zip:

Contact:

Telephone:

Email:

State of South Carolina Sales Tax ID number:

Federal Tax ID number:

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form. In addition, proposer is aware that the City of Spartanburg is not a State of South Carolina sales and use tax exempt City and the Proposal shall include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by the City of Spartanburg as a result of this Proposal.

If the Proposer does not provide the State of South Carolina Sales Tax ID number, Proposer will have to provide an itemized breakdown of the Proposal lump sum with any adds. This breakdown will show labor, materials, South Carolina sales and use taxes on materials, and must be attached with this form.

Proposer's Signature

Date Signed

ESTABLISHMENT OF A DRUG FREE WORK PLACE

In accordance with Section 44-107-30, South Carolina Code of Law, 1976, as amended, and as a condition precedent to the Award of the Contract, the PROPOSER, (hereinafter the Contractor), CERTIFIES on behalf of the Contract that the Contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations.;
- (3) making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the Contract, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten (10) days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required on Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

END OF THIS SECTION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

IF THIS PROJECT DISTURBS 1 ACRE OR MORE (ANYWHERE IN THE STATE) OR DISTURBS ½ ACRE OR MORE WITHIN ½ MILE OF A RECEIVING WATERBODY IN ONE OF THE EIGHT COASTAL COUNTIES (HORRY, GEORGETOWN, BERKELEY, DORCHESTER, CHARLESTON, COLLETON, BEAUFORT AND JASPER), I **ACCEPT** the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (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, I **UNDERSTAND** that I have become co-permittee 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, are legally accountable to the S.C. Department of Health and Environmental Control (DHEC), under the authorities of the Clean Water Act (CWA) and the S.C. Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I **ALSO UNDERSTAND** that the 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 **CERTIFY** that I am receiving co-permittee status to the aforementioned general NPDES permit.

I **FURTHER CERTIFY** that the above requirement will be made part of any Subcontract Agreement involved with this project. In the event the SWPPP is amended by the owner, such amendments shall be incorporated into the plan and the Contractors and Subcontractors shall acknowledge by their signature.

END OF THIS SECTION

Co-Permittee Agreement & Contractor Certification

Agreement Date: __/__/__ File No.: SCDOT P028136

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

EQUAL EMPLOYMENT OPPORTUNITY PERFORMANCE

Select the Certification that applies to the PROPOSER:

Certification (1) or **Certification (2)**

Select the appropriate responses in the applicable Certification:

Certification (1): Pursuant to 41 C.F.R. §60-1.7(b)(1), Previous Equal Employment Opportunity Performance

Certification, as the Prospective Prime Contractor, **I HEREBY CERTIFY THAT I:**

(a) **(HAVE / HAVE NOT)** developed and filed an Affirmative Action Program pursuant to 41 C.F.R. §60-2;

(b) **(HAVE / HAVE NOT)** participated in a previous contract or subcontract subject to the equal opportunity clause;

(c) **(HAVE / HAVE NOT)** filed with the Joint Reporting Committee, the Director of Office of Federal Contract Compliance, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements,

OR

Certification (2): I, HEREBY CERTIFY that as the Prospective Prime Contractor submitting this Proposal, **(CLAIM / DO NOT CLAIM)** exemption from the submission of the Standard Form 100 (EEO-1) due to the fact that it employs a total of less than fifty (50) employees under C.F.R. §60-1.7, or qualifies for an exempted status under 41 C.F.R. §60-1.5.

I FURTHER CERTIFY that the above Certification will be made part of any Subcontract Agreement involved with this project.

CONTRACTOR CERTIFICATION

FAILURE TO PERFORM THE ABOVE SELECTIONS AND REQUIREMENTS OR TO EXECUTE THE CERTIFICATION BELOW, WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

BY SUBMITTING THIS BID ELECTRONICALLY, I **HEREBY ACKNOWLEDGE** THAT ALL REQUIREMENTS INCLUDED IN THE HARD COPY PROPOSAL, ADDENDUMS, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS ARE PART OF THIS BID PROPOSAL AND CONTRACT. I **FURTHER ACKNOWLEDGE** THAT THIS ELECTRONIC BID IS SUBJECT TO THE PROVISIONS OF THE SOUTH CAROLINA ELECTRONIC COMMERCE ACT, §26-5-10, ET, SEQ., OF THE SOUTH CAROLINA CODE OF LAWS.

IN ACCORDANCE WITH THE PROVISIONS OF S.C.CODE ANN.§§ 39-3-10 ET.SEQ., 39-5-10 ET.SEQ.,15 U.S.C. §45; 23 C.F.R.§635.112(F); AND 28U.S.C.§1746, THAT I AM AN OFFICER OF THE PROPOSER FIRM AND, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND SOUTH CAROLINA, DECLARE, BY MY CERTIFICATION BELOW, THAT THE FOLLOWING IS TRUE AND CORRECT, AND FURTHER, THAT THIS FIRM, ASSOCIATION OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMISSION OF A BID PROPOSAL ON THE ABOVE REFERENCED PROJECT.

BY CHECKING THIS BOX , I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.

COMPLETE THE FOLLOWING ONLY IF HARD COPY BID PROPOSAL IS REQUIRED:

Executed on _____, 20___. Signed: _____

(Officer/Proposer)

(Title)

(Company)

(Address)

SEAL

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM **ALL ELEMENTS OF THE WORK** PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such DBE/MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

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

Notary Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL, AND
_____ as SURETY
are held and firmly bound unto
_____ hereinafter called
the "Local Public Agency", in the penal sum of
_____ Dollars, (\$_____)
lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the
Principal has submitted the Accompanying Bid,

Dated _____, 20____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the
period specified therein after the said opening, and shall within the period
specified therefore, or if no period be specified, within the (10) days after
the prescribed forms are presented to him for signature, enter into a written
Contract with the Local Public Agency in accordance with the Bid as accepted,
and give bond with good and sufficient surety or sureties, as may be required,
for the faithful performance and proper fulfillment of such Contract: or in the
event of the withdrawal of said Bid within the period specified, or the failure
to enter into such Contract and give such bond within the time specified, if
the Principal shall pay the Local Public Agency the difference between the
amount specified to said Bid and the amount for which the Local Public Agency
may procure the required work or supplies for both, if the latter be in excess
of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument
under their several seals this _____ day of
_____, 20____, the name and corporate seal of each corporate
party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

(Seal)

(Seal)

Attest:

By: _____

**Affix
Corporate
Seal**

⁵Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public should be substituted for this form where necessary.

Attest:

By: _____

**Affix
Corporate
Seal**

Countersigned

by _____

⁶Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that
I am the _____,
Secretary of the Corporation named as Principal in the within
bond: that _____ who
signed the said bond on behalf of the Principal was then
_____ of said corporation: that I know his
signature, and his signature thereto is genuine: and that said
bond was duly signed, sealed, and attested to, for and in behalf
of said corporation by authority of this governing body.

_____ (Corporate Seal)

Title: _____

⁶Power-of-attorney for person signing for surety company must be attached to bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____,
(Corporation, Partnership or Individual)

hereinafter called Principal, and _____,
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
CITY OF SPARTANBURG

(Name of Owner)

245 BROAD ST., SPARTANBURG, SOUTH CAROLINA 29304

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars, \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and may extensions thereof which may be granted by the OWNER, with or without notice to the Surety during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number) _____
counterparts, each one of which shall be deemed an
original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

BY _____ (s)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

BY _____
Attorney-in-Fact

Witness as to Surety (Address)

Address

NOTE: Date of BOND must not be prior to date of Contract

If CONTRACTOR in Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SAMPLE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
CITY OF SPARTANBURG

(Name of Owner)

245 BROAD STREET, SPARTANBURG, SOUTH CAROLINA 29304
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREOF, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing

materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether

By SUBCONTRACTOR or otherwise then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

BY _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

BY _____
Witness to Surety
Fact

Attorney-in-

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR in Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SAMPLE

Section 00700

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety

in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to CONTRACTOR authorizing an addition,

18. Suspension of Work, Termination and Delay

19. Payments to Contractor

20. Acceptance of Final Payment as Release

21. Insurance

22. Contract Security

23. Assignments

24. Indemnification

25. Separate Contracts

26. Subcontracting

27. Engineer's Authority

28. Land and Rights-of-Way

29. Guaranty

30. Arbitration

31. Taxes

deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information for Bidders, BID; Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the **CONTRACT DOCUMENTS** for the completion of the **WORK**.

1.10 CONTRACTOR - The person, firm or corporation with whom the **OWNER** has executed the Agreement.

1.11 DRAWINGS - The part of the **CONTRACT DOCUMENTS** which show the characteristics and scope of the **WORK** to be performed and which have been prepared or approved by the **ENGINEER**.

1.12 ENGINEER - The person, firm or corporation named as such in the **CONTRACT DOCUMENTS**.

1.13 FIELD ORDER - A written order effecting a change in the **WORK** not involving an adjustment in the **CONTRACT PRICE** or an extension of the **CONTRACT TIME**, issued by the **ENGINEER** to the **CONTRACTOR** during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the **BID** from the **OWNER** to the successful **BIDDER**.

1.15 NOTICE TO PROCEED - Written communication issued by the **OWNER** to the **CONTRACTOR** authorizing him to proceed with the **WORK** and establishing the date of commencement of the **WORK**.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the **WORK** is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the **CONTRACT DOCUMENTS**.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the **OWNER** who is assigned to the **PROJECT** site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the **CONTRACTOR**, a **SUBCONTRACTOR**, manufacturer, **SUPPLIER** or distributor, which illustrate how specific portions of the **WORK** shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the **CONTRACT DOCUMENTS** consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the **CONTRACTOR** or with any other **SUBCONTRACTOR** for the performance of a part of the **WORK** at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the **ENGINEER** when the construction of the **PROJECT** or a specified part thereof is sufficiently completed, in accordance with the **CONTRACT DOCUMENTS**, so that the **PROJECT** or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the **PROJECT** and approved by the agency in writing prior to inclusion in the **CONTRACT DOCUMENTS**, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the **WORK**, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the **CONTRACT DOCUMENTS**, and all materials and equipment incorporated or to be incorporated in the **PROJECT**.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, THE SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING

shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and

fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expenses.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except the owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance there-with, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 THE CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE

of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE there-of within seven (7) days after the receipt of the ordered change. Thereafter

the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER, or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum.
- c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the

expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site of an unusual nature, differing materially

from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1** The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2** If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and

indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3** Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

- 18.4** After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

- 18.5** If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the

CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment

estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUB-CONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to

impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any

of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for

destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site

of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational Disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a

corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful

act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAW-INGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTOR'S reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may

let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate Provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the

CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands, owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration

law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be Filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress scheduling during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer use and other similar taxes required by the law of the place where the WORK is performed.

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00800-01. SCOPE OF DRAWINGS AND SPECIFICATIONS:

- A. Any provisions contained in the specifications or shown on standard drawings which are not applicable to the work under this contract shall be disregarded.
- B. The Owner will be responsible for the adequacy of the general design of the finished work. The design of standard products used in the work; temporary work required to protect existing work or adjoining property; and temporary work required to keep existing or new facilities in operation shall be the sole responsibility of the Contractor.
- C. Reference to standard Specifications (ASTM, AWWA, ANSI, etc.), national codes, local or state codes, and laws and ordinances shall mean the latest edition of said document in effect at the time of taking bids, unless specifically stated otherwise.
- D. It is the intent that the work under this contract shall result in a complete, properly usable and operating installation, structure, or plant; and that workmanship shall be of the best

quality consistent with the materials and construction methods shown on drawings and as specified.

- E. The words "furnish", "furnish and install", "install" and "provide" or similar words shall mean, unless otherwise specifically stated, "furnish and install complete in place and ready for service".
- F. Incidental work and miscellaneous accessories not specifically mentioned or shown, but necessary for the proper completion of the work, shall be provided without change in the contract price. Such incidental work and accessories shall be of the same quality as specified for the major component of which the incidental work or accessory is an essential part.
- G. The work of all trades under this contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire project. All components of the work shall be installed or erected in accordance with the best practices of the particular trade.
- H. The Contractor shall be responsible for making the construction of habitable structures completely weatherproof, and for making equipment and utility installations properly perform the specified function. If he is prevented from so doing by any limitations of the drawings or specifications, the Contractor shall immediately notify the Engineer in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.
- I. Materials or methods described by words which have a well known technical or trade meaning shall in fact refer to that recognized standard. Standard specifications or manufacturer's literature, when referenced, are intended to establish the minimum acceptable requirements.
- J. Any reference to manufacturer's brand or trade names or model numbers is intended merely to establish the standard of quality required for the particular product or material. Products or materials of other manufacturers, which in the opinion of the Engineer are equal to that specified with respect to quality, workmanship and economy of operation, and are suitable for the purpose intended, will be acceptable.
- K. The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone and telegraph facilities, such as pavements, track, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported, protected or relocated. He shall give all proper notices, shall comply with the requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

- L. *The Contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental agencies, public utilities and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that construction can be completed in the least possible time.*
- M. *Unless otherwise specified, the Contractor shall provide at his expense all tests and testing services required by the contract documents.*

00800-02. PERMITS:

The Contractor shall be responsible for procuring any permits for the use of property beyond the limits of the Owner's property or a permanent rights-of-way as necessary for working or storage space during the prosecution of the work.

00800-03. SUBMISSIONS, REPORTS, RECORDS AND DATA:

- A. *The Contractor shall submit all schedules, quantities, costs, payrolls, reports, estimates, records, shop drawings, details and other data as required by the contract documents or as may be specifically requested.*
- B. *The apparent successful bidder shall furnish to the Engineer for approval a complete cost breakdown of his bid, within 10 days after submission of bids. The breakdown shall include all items for each unit of construction, and shall show the cost for labor, materials and equipment, other necessary costs, and the total cost for each unit of work. Bidders shall consult with the Engineer prior to submitting the breakdown to insure a complete understanding of the requirements. Names of the project superintendent and others responsible for the work shall be included.*
- C. *The Contractor shall furnish periodic itemized estimates for work done for the purpose of making partial payments thereon. The costs employed in making up these estimates will be used only for determining the basis of partial payments and will not be considered as a basis for changes in the contract price.*
- D. *The Contractor shall notify the Engineer of the source of all materials and equipment required for the work and shall supply samples of materials as specified in the technical sections or at the Engineer's request. Samples shall be submitted for approval by the Engineer prior to purchase and delivery to the job. Unless otherwise specified, three samples of each type or grade of material, showing construction, color, finish, etc., shall be submitted.*
- E. *Prior to submittal of any shop drawings, the Contractor shall prepare a list of all materials, equipment and items that require shop drawings and submit this list to the Engineer. The list shall include each specific item along with the applicable specification section. The Engineer reserves the right to require shop drawings on any item, whether or not specified. Shop drawings will not be reviewed until this list is submitted to the Engineer.*

00800-04. JOB SITE DRAWINGS AND SPECIFICATIONS:

- A. *The Contractor shall maintain, in good and legible condition at the job site, one complete set of working drawings and specifications for the work, including all shop drawings. Such drawings and specifications shall be available for use by the Engineer or his representative at all times.*
- B. *The drawings and specifications shall be marked, or notes acceptable to the Engineer provided, in order to reflect as-built conditions. Changes indicating such conditions shall be kept current at all times. Upon completion of the project, this complete set of drawings and specifications or notes, showing as-built conditions, shall be returned to the Engineer.*

00800-05. PROHIBITED INTEREST:

No official of the Owner who is authorized by the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, will become directly or indirectly interested personally in this matter or in any part thereof. No officer, employee, architect, attorney, engineer or representative of or for the Owner who is authorized by the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, will become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

00800-06. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor suffers loss or damage on the work, the Contractor agrees to settle with the other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor agrees. If any other contractor or subcontractor asserts any claim against the Owner on account of damage alleged to have been sustained, the owner will notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

00800-07. ORDER AND PROSECUTION OF WORK:

- A. *The Contractor shall not begin any work on the project without first notifying the Owner and the Engineer. The notice shall be in writing and shall be received by the*

Owner and the Engineer, at least three days prior to the beginning of work. Any work done without prior notice will not be accepted. Upon request, the Contractor shall meet with the Owner and Engineer prior to beginning work in order to discuss and clarify all phases of the work.

- B. *The Contractor shall be solely responsible for the means, methods and sequence of construction, and for the safety of workers and other persons on the construction site and of all materials and equipment to be incorporated in the work. The work shall be prosecuted at as many different points, at such times, in such sections and with such forces as may be necessary to secure its completion within the contract time. The Contractor shall not suspend work without the prior approval of the Owner or Engineer.*
- C. *Pipeline work shall be prosecuted in such a manner that completed portions of the work can be properly dressed off as work progresses. In case of work on streets and highways, two or more crews shall not work on contiguous areas at the same time. Streets and roads shall be dressed off as soon as work is completed therein.*

00800-08. PUBLIC CONVENIENCE AND PROTECTION:

- A. *During progress of the work, the convenience and protection of the public must be provided for and interference held to a minimum.*
- B. *The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets shall be kept open at all times or suitable detours provided. When necessary to close streets, suitable signs and barriers shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Owner, law enforcement agencies, fire departments and parties operating emergency vehicles shall be notified before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire fighting equipment shall be maintained at all times.*
- C. *When necessary, the Contractor shall provide watchmen, and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at his own expense. He shall also take other precautions necessary to protect life, limb and property. The owner reserves the right to remedy any neglect on the part of the Contractor in connection with protection of the work after 24 hours notice in writing; and, in cases of emergency, the Owner will have the right to remedy any neglect without previous notice; and in either case deduct the cost of such remedy from money due to the Contractor.*

00800-09. SANITARY PROVISIONS:

The Contractor shall provide temporary toilet facilities for the use of construction personnel. These facilities shall be maintained in a clean and sanitary condition and shall comply with all applicable codes and regulations. Temporary sanitary facilities shall be removed upon

completion of the work and the premises left clean. Construction personnel shall not use permanent washroom facilities in existing facilities or new work except by written permission of the Owner.

00800-10. EXISTING FACILITIES:

- A. *Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are based on the best available data, but are not guaranteed by the Owner. The Owner will not be responsible for their accuracy. Before proceeding with any work dependent upon such data, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions or limitations at the site of the work to avoid construction errors or damage to existing facilities. If work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or to repair damage to existing facilities, shall be assumed by the Contractor without additional cost to the Owner.*
- B. *In executing the work, the Contractor shall exert every effort not to damage existing facilities or to break into them. Damage that is done thereto shall be promptly repaired by the Contractor at his own expense. He shall not interrupt or interfere with operation of the existing facilities during construction except when absolutely necessary. Whenever existing facilities or utilities must be taken out of service, the Contractor shall consult with the Engineer and the Owner as to procedure and shall be governed by their decision.*
- C. *The Owner does not guarantee that all existing buildings, structures, fences, pipelines, electrical lines, conduit, telephone cable, service connections or other facilities are shown on the drawings. It shall be the Contractor's responsibility to locate and protect all such existing facilities prior to beginning construction.*
- D. *Existing surface or subsurface improvements, such as pavement, curbs, sidewalks, pipes, utilities, footings, structures (including portions thereof), trees and shrubbery, not indicated on the drawings or specified to be removed or altered, shall be protected from damage at all times during construction.*
- E. *All such improvements damaged during construction shall be restored to a condition equal to that existing at the time of award of contract.*
- F. *The contractor shall connect his work to each part of the existing work or work previously installed in accordance with the drawings and specifications to provide a complete installation.*
- G. *The Contractor shall do all cutting and patching of the work required to make the several parts fit together properly and to receive the work of others. The Contractor shall not endanger the work of others by cutting, excavating or otherwise altering their work, and shall not cut or alter the work of others without the written consent of the Engineer. All cut and patched work shall be restored to the satisfaction of the Engineer.*
- H. *The Contractor shall be responsible for removing and disposing of obstructions or obstacles at the job site or along the right-of-way to the satisfaction of the Engineer. Minor*

obstructions shall be removed and properly disposed of or protected and re-erected in as good condition as existing, at the same or other locations, and directed by the Engineer.

- I. *Fences, at the site or along the right-of-way, which interfere with construction operations, shall be maintained by the Contractor until completion of work, unless written permission is obtained from the Owner to leave the fence dismantled until construction is completed.*

The Contractor shall remove, rebuild and extend fences as necessary to keep livestock away from the construction area or from straying away. Upon completion of work, all fences shall be restored to their original location and condition, unless otherwise noted. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost or destroyed.

00800-11. WORK DURING INCLEMENT WEATHER:

No work shall be done except by permission of the Engineer when the weather is unfit for good and careful work to be performed. If the severity of the weather continues, the Contractor, upon the direction of the Engineer, shall suspend all work until instructed to resume operations by the Engineer, and the contract time will be extended as required to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at his own expense.

00800-12. RIGHTS-OF-WAY:

- A. *The Owner will obtain all land and rights-of-way necessary for all work under this contract. If all land and rights-of-way are not obtained before construction begins, the Contractor shall start work only upon such land and rights-of-way previously obtained by the Owner, and no claim for damages will be allowed because of such delay. If the Owner is unable, for any reason, to obtain the land and rights-of-way necessary for the work, the contract time will be extended as required to cover the time lost by such delay.*
- B. *The Contractor shall confine his construction operations to the immediate vicinity of the locations shown on the drawings, and in no case shall he encroach beyond the limits of the Owner's property or rights-of-way. He shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic.*
- C. *The Contractor shall locate the limits of the rights-of-way, or property lines, prior to beginning construction. He shall be responsible for damage to trees, crops or other property outside the limits of the right-of-way, and shall make satisfactory settlement for damage directly with the property owner involved.*
- D. *Where timber is located on the property or right-of-way, the Contractor shall preserve and protect from damage all trees that do not directly interfere with the prosecution of the work. The Contractor shall not cut any tree greater than 6 inches in diameter and located more than 8 feet from the centering of the ditch or structure without first consulting the Engineer.*
- D. *Except where specifically directed otherwise by the property owner, all grassed areas within the construction right-of-way and adjacent disturbed areas shall be restored to original or better*

condition. Within 30 days after backfilling, topsoil shall be replaced and seed planted, fertilized and watered until a permanent grass cover satisfactory to the Engineer and property is obtained. If necessary, a temporary grass cover shall be provided until a

- E. permanent cover can be established. If required by the property owner, shrubbery shall be replaced to the satisfaction of the Engineer and property owner.

00800-13. WORK ON HIGHWAY RIGHT-OF-WAY:

- A. The Contractor shall not begin work in the right-of-way of any State, County or City Department of Transportation until he has secured the necessary permits. He shall conform to all requirements of the Department of Transportation in the prosecution of this portion of the work. Each bidder shall contact the local Department of Transportation representative to determine the exact requirements for work to be done.
- B. The Contractor shall provide full time flagmen, with appropriate red flags, at all times when work is in progress along highways. Suitable warning and descriptive signs shall be placed at each end of the working area while work is in progress along highways. These signs shall be well tended, and shall be placed at sufficient distances from the work so that ample warning is given to approaching traffic. Signs shall be adequately lighted at night.
- C. Where pipe is installed in open cut across a highway, the cut shall be immediately backfilled and all work of repairing the pavement completed immediately. The Contractor shall keep at least one full lane open for traffic at all times. Any subsequent settlement shall be immediately corrected and repaired.
- D. Where a pipeline crossing under a highway is installed within encasement pipe as shown, the encasement pipe shall be provided as specified in the technical sections.
- E. Unless otherwise indicated, no excavated material shall be placed on the pavement side of the ditch along highways. The least possible amount of ditch shall be left open when work is not in progress, and equipment shall be removed from the pavement and shoulders during shutdown periods. Shoulders of roadways shall be left in good acceptable condition, and all disturbed topsoil and grass shall be replaced.

00800-14. WORK ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor shall not begin work on railroad property until he has secured the necessary permits. He shall conform to all requirements of the railroad in the prosecution of this portion of the work.
- B. Where a pipeline crosses under a railroad, a larger encasement pipe shall first be installed and the pipe laid in it. The work shall be done in accordance with requirements of the railroad company. Encasement pipe shall be provided as specified in the technical sections, and shall be of the size shown on the drawings.
- C. The Contractor shall furnish the railroad company the following:
 - 1) Certificate of Workman's Compensation or Employer's Liability insurance according to state law.

2) Certificate of the Contractor's Public Liability Insurance, to protect the Contractor and subcontractor:

a) For loss of life or injury to person in an amount not less than \$150,000 for any one person, and not less than \$300,000 for any one accident.

b) For property loss or damage in an amount not less than \$150,000 for any one accident, and not less than \$300,000 aggregate.

The original policy of Railroad Protective Liability insurance naming the railroad company as the insured:

a) For loss of life or injury to person in an amount not less than \$150,000 for any one person, and not less than \$300,000 for any one accident.

b) For property loss or damage in an amount not less than \$150,000 for any one accident, and not less than \$300,000 aggregate.

c) The Railroad Protective Liability policy shall show the location and description of the work and the name of the Owner for whom the work is done.

D. The Contractor shall pay the cost of flagmen and other expenses of the railroad in protecting traffic. He shall notify the railroad of the time that the work will be done and shall not begin work until authorized by railroad officials.

00800-15. USE OF PREMISES:

A. The Contractor shall confine his equipment, the storage of materials and equipment, and his operations to areas permitted by law, ordinances, permits, the requirements of the contract documents, and as directed by the Owner and Engineer, and shall not unreasonably encumber the premises with materials or equipment.

B. The Contractor shall not overload any part of any structure with weights that will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

C. The Contractor shall comply with and enforce the Owner's rules and instructions in connection with signs, advertisements, fires, smoking, and the routing and parking of vehicles on the premises.

D. Unless otherwise directed by the Engineer, the Contractor shall notify the Engineer, with a copy to the Owner, of all blasting operations at least 48 hours before such operations begin.

00800-16. LINES AND GRADES:

A. The Engineer will establish control points and base lines for control of the work, and will establish bench marks and determine their elevation. The Contractor shall provide such stakes and nontechnical assistance as the Engineer may require for the work.

B. The Contractor shall have on the job, at all times, a man who is capable of setting stakes and replacing damaged stakes, and who understands the value and use of stakes and cut sheets, to whom the Engineer may deliver information. The Contractor shall furnish and set necessary batter boards and other means of control and shall be fully responsible for their accuracy. Lines and grades will be established as follows:

- 1) *For sewers and storm drains, the Contractor shall stake all offset lines with trench centers. These shall be set sufficiently off from the center line to allow for construction, and not over 50 feet apart when using batter boards. The Contractor shall be responsible for protecting all stakes and shall make necessary replacements. After stakes have been set, the Contractor shall determine necessary elevations and furnish*
- 2) *necessary cut sheets for field use. Copies of all cut sheets shall be furnished to the Engineer.*

(3) For water mains, the Engineer will stake necessary control points to establish the center line of the main, which is to be located by the Contractor. The Engineer will also indicate locations of fire hydrants and valves.

- 3) *For plant or building work, the Engineer will stake a construction base line, establish a bench mark and give its elevation to the Contractor. The Contractor shall stake all individual structures, provide batter boards, and set elevations for the work.*

C. *The Contractor shall establish all necessary lines and reference points for partitions, walls, floors, ceilings, openings, etc., both before and after concrete, masonry and other "roughing-in" materials are placed. Locations of all lines and points shall be verified by and overall distance check, end to end or side to side as applicable, of all intermediate dimensions.*

00800-17. SITE DATA:

The Owner will make available to all prospective bidders, prior to the receipt of bids, information that he may have as to sub-surface conditions in the vicinity of the work, topographical maps, or other information that may assist the bidder in properly evaluating the amount and character of the work required for construction. Such information is given, however, as being the best information available to the Owner at the specific location without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. The Contractor shall satisfy himself as to the nature of the work, shall investigate all other matters which may in any way affect the work under this contract, and shall determine the character of equipment and facilities needed preliminary to and during the prosecution of work. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained herein.

00800-18. EQUIPMENT INSTALLATION:

When equipment of any kind is to be installed in a building or structure, and minor changes are necessary in the building or structure to accommodate the equipment, such changes shall be considered incidental to the proper completion of the work, and shall be made by the Contractor without additional compensation therefore.

00800-19. QUANTITIES OF ESTIMATES: *The estimated quantities of work to be done and materials to be furnished under this contract shown in any of the documents, including the bid, are given for use in comparing bids and to indicate approximately the total amount of the contract. The Owner reserves the right to increase or decrease the amount of work under this contract as specified elsewhere in these contract documents.*

00800-20. CLEANING UP:

- A. *During construction, the Contractor shall maintain the site and adjacent public and private property, including streets and highways, free from accumulations of waste, debris, rubbish and dirt caused by his operations. Dry materials and rubbish shall be wet down as necessary to prevent blowing dust.*
- B. *At completion of the work, the Contractor shall remove all waste materials, rubbish, tools, construction equipment and machinery, surplus materials and temporary facilities, and shall clean all exposed finished surfaces to prepare the project for occupancy by the Owner.*
- 1) Grease, dust, dirt, stains, labels, fingerprints and other foreign materials shall be removed from all exposed finished surfaces. All surfaces so designated shall be polished to a shine finish.*
 - 2) Marred or damaged surfaces shall be repaired, patched or touched up to the specified finish or to match adjacent surfaces.*
 - 3) Floors and paved surfaces shall be broom clean. Other surfaces of the grounds shall be raked clean.*
 - 4) Both sides of all glass surfaces shall be cleaned.*
- C. *Cleaning and disposal operations shall be conducted in accordance with local ordinances and anti-pollution laws. Wastes shall not be disposed of into streams or waterways.*

00800-21. INSPECTION CERTIFICATES, BONDS AND GUARANTEES:

Upon final completion of the work and prior to submission of certificate for final payment, the Contractor shall have had electrical plumbing, heating and other work, as applicable inspected by the proper authorities as required by the technical sections of the specifications and all applicable codes, laws and ordinances. Before final payment is made, the Contractor shall submit all inspection certificates to the Engineer covering such work, signed by the proper authorities, together with all required bonds and guarantees.

00800-22. ESTIMATES NOT TO PREVENT FINAL REJECTION:

Final inspection and acceptance of the work will take place at completion of the work under this contract. Any inspection or acceptance of materials and workmanship at mills, shops or elsewhere to facilitate the progress of the work will not preclude rejection of such materials or workmanship thereafter if the same is found unsuitable or not in complete accordance with the contract documents.

00800-23. FINAL INSPECTION:

Upon written notice from the Contractor that the work is complete, the Engineer, Owner and applicable jurisdictional agencies will make a final inspection and will notify the Contractor in writing of all defective, incomplete or otherwise unacceptable work revealed by the inspection. The Contractor shall immediately correct all such deficiencies to the satisfaction of the Engineer.

00800-24. GUARANTEES:

- A. *If, in fulfilling the requirements of this contract, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Engineer, and shall guarantee such restored work to the same extent as it was guaranteed under the other contract.*
- B. *All special guarantees applicable to specific parts of the work that may be stipulated in the contract documents shall be subject to the terms of the general one-year guaranty (see General Conditions) during the first year of the life of such special guarantee.*

00800-25. SHOP DRAWINGS: See also the General Conditions.

- A. *Shop drawings are original drawings prepared by the Contractor, or a subcontractor or supplier, which illustrate some portion of the work and show fabrication, layout, and setting or erection details. Shop drawings shall also include manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data, as required. Shop drawings shall be clearly marked to identify specific materials, finishes, products or models, and shall show all required dimensions and clearances, performance characteristics and capacities, wiring diagrams and controls.*
- B. *The Contractor shall review and check all shop drawings for accuracy and conformance with the contract documents. The Contractor's review shall include verifying field measurements, field construction criteria, dimensions, catalog numbers and similar data. Prior to submission to the Engineer, all shop drawings shall be marked, stamped or otherwise certified as approved by the Contractor, dated and signed or initialed. Any shop drawings not so marked will be returned to the Contractor without the Engineer's review.*
- C. *The Contractor shall schedule the submission of shop drawings to allow sufficient time for review by the Engineer, corrections and resubmissions by the Contractor, and re-checking by the Engineer, as necessary. The Engineer will review shop drawings with reasonable promptness. Each shop drawing submitted to the Engineer shall be accompanied by a transmittal form supplied by the Engineer; all information requested on the form shall be completed by the Contractor.*

D. *Initially the Contractor shall submit six copies of all shop drawings and supporting data to the Engineer to review. The Engineer will stamp each shop drawing, indicating approval or otherwise, along with the date and signature or initials. After review, three copies will be returned to the Contractor and three copies retained by the Engineer. The Contractor shall revise and resubmit shop drawings as required until approval by the Engineer. Resubmissions shall be made as specified for the initial submission. Additional changes made on shop drawings other than those requested by the Engineer shall be clearly indicated.*

1) *At the Contractor's option, one reproducible and one print of shop drawings may be submitted instead of six copies. The Engineer will indicate corrections on the reproducible and make copies as required for distribution. At least three copies will be returned to the Contractor. The print will be retained by the Engineer.*

E. *The Engineer's review of shop drawings will cover only the general design concept of the project and general compliance with the contract documents and will not include a detailed quantity check or verification of dimensions. The Engineer's review of shop drawings will not relieve the Contractor from responsibility for errors or omissions, or for deviations from the contract documents, unless written approval is obtained from the Engineer for specific deviations. The Contractor shall notify the Engineer in writing of all deviations from the contract documents, at the time of submission of shop drawings. Work which requires submission of shop drawings shall not begin until the shop drawings have been reviewed by the Engineer.*

00800-26. TEMPORARY UTILITIES:

A. *The Contractor shall provide all equipment, fuel, supplies, services and attendance for interim heating as required during construction to protect the work against damage from cold weather. Unless otherwise specified, the permanent heating system shall not be used to provide temporary heat. The Contractor's proposed methods of heating shall be submitted to the Engineer for approval.*

B. *During construction, the Contractor shall provide all interim electrical power and wiring required for operation of power tools, equipment and machinery and for temporary lighting. Lighting shall be provided where necessary for proper workmanship, inspection and safety. Temporary electrical service shall be installed and maintained by a qualified electrical contractor approved by the Engineer. The Contractor shall pay all charges for electrical service required for temporary power and lighting.*

00800-27. UNAUTHORIZED DISCHARGES:

During construction, the Contractor shall be solely responsible for prevention of unauthorized discharges of wastewater and sludge which may result in such environmental problems as fish kills, contaminated water supplies and the interruption of the intended use of certain stream segments. Such unauthorized discharges are a violation of state law and will be strictly enforced in accordance with all applicable laws and regulations. The Contractor shall be liable for all civil penalty assessments as prescribed for such violations.

00800-28. PARTIAL PAYMENTS TO CONTRACTORS: See also the General Conditions

A. *The Contractor shall make the following certification on each request for payment:*

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and that all lawful charges for labor, materials, etc., covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the Owner."

00800-29. ARBITRATION: See also the General Conditions.

A. *If all parties mutually agree, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the South Carolina Uniform Arbitration Act, 492 S.C. 1978, and the Construction Industry Arbitration Rules of the American Arbitration Association. In the event of conflicting provisions, the Construction Industry Arbitration Rules will govern. No demand for arbitration shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.*

00800-30. TERMINATION DUE TO CONTRACTOR'S INSOLVENCY:

This provision supersedes, in part, paragraph 18.2 of the General Conditions. Those provisions of paragraph 18.2, not specifically superseded, shall remain in full effect.

A. *If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other applicable laws, the Owner may not terminate the contract without first having a review of the circumstances by legal counsel.*

Special Provisions

5019009 – STAINED CONCRETE PAVEMENT (8" - UNIFORM)

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work specified in this section consists of the placement of stained concrete pavement 8" uniform for locations shown on the drawings, in accordance with the Contract Documents and as directed by the Resident Construction Engineer (RCE).

1.2 SUBMITTALS:

- A. Submit manufacturer's literature describing products, installation procedures, and routine maintenance.
- B. Submit color sample chart to Owner, RCE, and Engineer of Record (EOR) for final approval of concrete stain.

PART 2 – PRODUCTS

2.1 MATERIALS:

- A. Integral Color Concrete Stain: The South Carolina Department of Transportation recognizes the following manufacturers as qualified suppliers of stained concrete systems:
 - a. Manufacturers:
 - i. Bomanite Corporation
7862 Winding Way, #2649
Fair Oaks, CA 95628
Phone: 303.369.1115
www.bomanite.com
 - ii. Scofield Systems
4155 Scofield Road
Douglasville, GA 30134
Phone: 800.800.9900
www.scofield.com
 - iii. Or Approved Substitution.
 - b. Color: Use the "Brick Red" color from the Bomanite color table or "Burnt Red" color from the Scofield color table (or nearest equivalent). Final color to be selected by City of Spartanburg representative.
- B. Concrete:
 - a. Use Class 5000 concrete in accordance with SCDOT Standard Specifications and the manufacturer's recommendations.

- b. Coloring should be added to the concrete mix in accordance to manufacturer's recommendations to achieve an integral color that is uniform throughout the depth of the concrete.
 - c. Use curing compounds and sealers in accordance with the manufacturer's instructions.
- C. Caulk:
- a. Color match caulking compound for joint sealing.

PART 3 – EXECUTION

3.1 CONSTRUCTION:

- A. Prior to beginning work on the stained concrete, the Contractor shall provide an approximate two-foot by two-foot sample, poured on site, for approval by the Engineer. This sample must remain on site for the duration of the project for comparison purposes. Dispose of the sample after the Engineer accepts the project.
- B. Ensure a representative of the manufacturer is on-site during the construction of the stained concrete area. Construct concrete pavement 8" thick in accordance with Section 501 of the Standard Specifications.
- C. Apply curing agents over the stained concrete area. Seal the surface of the slab after the initial curing period in accordance with the manufacturer's recommendations. Caulk joints with approved color matched compound.
- D. Contractor must take precaution to not get integral color concrete/stain/dye on any surface other than specified on plans. Contractor will clean surfaces or replace surfaces with stain that are not supposed to be stained at direction of RCE at their own expense.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

- A. Stained Concrete Pavement shall be measure by SQUARE FOOT (SF) of finished surface complete in place and accepted.
- B. Stained Concrete Pavement shall be paid for they the Square Foot of finished surface complete in place and accepted. Price and payment shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete this item.
- C. Pay Item: 5019009 – STAINED CONCRETE PAVEMENT (8" UNIFORM) – SF

SPECIAL PROVISION

6280050 - GREEN BIKE LANE MARK – PREF. THERMO 90 MIL.

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. This work consists of supplying and installing green-colored preformed thermoplastic pavement markings on pavement surfaces as specified in the contract documents, plan sheets, and as directed by the Resident Construction Engineer (RCE).
- B. Except as amended, herein, all work under this special provision shall be performed in accordance with Section 627, Thermoplastic Pavement Markings, of the most recent edition of the SCDOT Standard Specifications.

1.2 SUBMITTALS:

- A. Contractor must submit manufacturer's product literature, installation instructions, and material safety data sheets to the Owner, RCE, and EOR.
- B. Contractor must submit sample unit of green bike lane mark representative of size, shape, color, and finish, indicating color variation and texture range expected in finished installation to RCE and EOR.
- C. Contractor to submit manufacturer's certification of conformance to ASTM standards and specifications.

1.3 DELIVERY, STORAGE, AND HANDLING:

- A. Comply with pertinent provisions of section 106.6 Storage of Materials.
- B. Comply with pertinent provisions of section 106.7 Handling of Materials.

PART 2 – PRODUCTS

2.1 MATERIAL:

- A. In accordance with Section 627.2 and modified as follows.
- B. **Pigment:** The color of the pavement marking material shall be in accordance with FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	X	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	X	y	x	y	x	y

0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520
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The pigment system shall not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

- C. **Heating indicators:** The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.
- D. **Friction Resistance:** The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- E. **Thickness:** The material shall be supplied at a minimum thickness of 90 mil (2.29 mm).
- F. **Environmental Resistance:** The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

PART 3 – EXECUTION

3.1 EQUIPMENT:

- A. Equipment shall conform to Section 627.3.

3.2 CONSTRUCTION:

- A. Construction shall conform to Section 627.4.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT:

- A. Green Bike Lane Markings shall be measured by SQUARE FOOT (SF).
- B. Green Bike Lane Markings shall be paid for by the Square Foot of finished surface complete in place and accepted. The payment will be full compensation for all pavement preparation, furnishing and placing of markings, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.
- C. Pay Item: 6280050 – GREEN BIKE LANE MARK – PERF. THERMO 90 MIL. – SF

SPECIAL PROVISION

8110003, 8110220, 8114011 - LANDSCAPING ITEMS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Except as amended herein, all work under the item of Landscaping (8110003, EA), shall be performed in accordance with section 811 of the SCDOT Standard Specifications. This work shall consist of furnishing, delivering and planting trees, shrubs, vines and/or groundcover plants of the type and size indicated on the plans or in the special provisions. All workmanship and material in this project are to conform to the information on the plan; Section 811 of the Standard Specifications for Highway Construction, 2007 Edition (BLACK BOOK), the following Special Provisions and notes on the plan. This work also includes all materials and incidental operations (including plant maintenance and guarantee) completed in accordance with these specifications and in conformity with the locations and elevations shown on the plans or specified by the Resident Construction Engineer (RCE), after consulting with the Landscape Architect. The RCE will prosecute the contract in consultation with the Landscape Architect.
- B. Except as amending herein, Sod shall be installed in accordance with Section 813 Sodding.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS: See subsection 811.2 of the Standard Specifications

- A. Requirements for the measurements, branching, grading, quality, ball and burlap of plants in the plant list generally follow or exceed a Code of Standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock. All plants shall have a well-formed head with minimum caliper, height and spread of the side branches, as shown on the plant list. Trunks shall be of an undamaged and shape shall be typical of the species.
- B. There will be no substitutions, deletions or additions without the approval of the RCE.

2.1.1 BALLED and BURLAPPED PLANTS

- A. Section 811.1.6 of the Standard Specifications is amended to include the following: Burlap material on B&B plants shall be the type which will decay within two years. (No synthetics, plastics, nylon, treated or other non-natural types will be allowed.) After setting B&B plants in the planting pits, all binder twine shall be cut, and the burlap removed from the top 1/3 of the root ball.

2.2 TOPSOIL: See subsection 811.2.2 of the Standard Specifications

- A. If good topsoil does not exist at the site, then good topsoil for this project shall be brought onto the site.
- B. Contractor shall test soil pH and conditions for all planting areas to ensure proper soil requirements are met for the plants used. Soil tests to correct any deficiencies shall be at the contractor's expense. Soils shall be amended by contractor as indicated by soil tests and specifications to achieve proper soil conditions.

- C. The majority of ornamental plants prefer a soil pH from 5.8 to 6.5. Numbers less than 7 indicate acidity while numbers greater than 7 indicate alkalinity. Above or below this pH range, nutrient deficiencies often result. To raise the pH level of an acid soil, dolomitic lime is usually added, while the pH level of alkaline soils can be lowered with amendments like sulfur or aluminum sulfate. Adjust the soil mixture if the pH is lower than 5.8 or higher than 6.5. Adjusting soil pH without the benefit of a soil test can result in nutrition problems that are difficult to counteract and correct. Follow soil test results.

2.3 FERTILIZER & LIME:

- A. Fertilizer and lime shall be in accordance with the subsection 810.2.5 and 810.2.6 of the standard specifications. All fertilizer shall conform to the applicable State Fertilizer Laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.
- B. For all plants on the plant list, fertilizer shall be applied at the rate of three (3) pounds of 4-12-12 or equivalent fertilizer to be added to each cubic yard of backfill mixture.

2.4 MULCH:

- A. Section 811.2.5 of the Standard Specifications is amended to include the following:
- a. Mulch shall consist of double ground hardwood mulch free of dye, at a settled depth of 3 inches, or other approved material. Paperwork specifying the type and grade of mulch shall be presented to the RCE. In addition, it may be necessary to furnish a sample of mulch shall be furnished to the RCE for approval.

2.5 TREE PROTECTION FENCING

- A. High Density Polyethylene Fencing: Heavy - duty orange plastic mesh fencing fabric 48 inches wide. Fencing shall be attached to metal "U" or "T" post driven into the ground of sufficient depth to hold the fabric solidly in place without sagging. The fabric shall be attached to the post using attachment ties of sufficient number and strength to hold up the fabric without sagging. The RCE may request, at any time, additional post, deeper post depths and or additional fabric attachments if the fabric begins to sag, lean or otherwise not present a sufficient barrier to access with no additional cost to Owner.
- B. Submit supplier's product data to RCE that product meets the requirements for approval.

2.6 TREE PROTECTION SIGN

- A. Heavy-duty laminated cardboard signs, 8.5 inches x 11 inches, white colored background with black 2-inch-high or larger letters block letters. The signs shall be attached to the tree protection fence every 50 feet O.C. or a minimum of two (2) signs per enclosed area. The tree protection sign shall read "Keep Out – Tree Protection Area".

PART 3 – EXECUTION

- 3.1. **PLANTING SEASON:** See subsection 811.4.3 of the Standard Specifications.

3.2 RECEPTION AND CARE OF PLANT MATERIALS: See subsection 811.4.4 of the Standard Specifications.

- A. Spray trees and shrubs with an anti-desiccant prior to transplanting and transporting if foliage is present. All plant materials must be protected during shipment from wind by a tarpaulin.
- B. Handle planting stock by root ball.

3.3 LOCATING PLANT PITS:

A. Section 811.4.5 of the Standard Specifications is amended to include the following:

- a. The landscape contractor shall verify the exact location of all utility lines prior to commencement of digging operations.
- b. The landscape contractor will be responsible for staking and layout on this project. The RCE shall be advised when locating stakes are ready for inspection on various planting areas.
- c. Do not plant trees at any low point.

3.4 PREPARATION OF PLANTING PITS:

A. Section 811.4.6 of the Standard Specifications is amended to include the following:

- a. Planting pits for trees and shrubs shall be dug 2 times wider than the ball diameter. Topsoil proposed shall be considered incidental to the shrub/tree planting work and will be included in the unit price for tree or shrub planting.
- b. It is the responsibility of the landscape contractor to verify that each excavated tree or shrub pit will percolate (drain) prior to adding topsoil and installing trees or shrubs. The contractor shall perform one percolation test as illustrated on the Landscape Plans, Sheet L1, per tree location. The RCE shall verify accuracy and effect of percolation testing. If the soil at given area does not drain properly, a PVC drain or gravel sump shall be installed or the plantings relocated and the cost to perform this shall be considered incidental to the LANDSCAPE pay item.
- c. Should the landscape contractor encounter unsatisfactory surface or subsurface drainage conditions, soil depth, latent soils, hard pans, steam or other utility lines or other conditions that will jeopardize the health and vigor of the plants, he must advise the Resident Construction Engineer or landscape architect in writing of the conditions prior to installing the plants. The landscape contractor shall warrant that the planting areas are suitable for proper growth and development of the plants to be installed.
- d. No excavation or planting pit shall be left unattended or open overnight.

3.5 PREPARATION OF SOIL FOR BACKFILL: See section 811.4.7 of the Standard Specifications

- A. Backfill mixture shall contain 1/3 by volume of amended grade finely ground and fully composted pine or hardwood bark. Amendment shall be mixed thoroughly with the entire volume of good soil removed from the planting pit. This mixture shall be used to backfill around the root ball.
- B. Section 811.4.7 of the Standard Specifications is amended to include the following:
 - a. It will be the responsibility of the contractor to remove asphalt or concrete that may exist a few inches under the soil. Bad material will be replaced with soil suitable for planting. No additional payment will be made to the contractor if this work is necessary.

- b. Fertilizers, where indicated by soil test and approved by Construction Engineer, shall be added during soil mixing. During planting, three (3) pounds of 4-12-12 or equivalent fertilizer shall be added to each cubic yard of backfill mixture. The topsoil, organic matter and fertilizer shall be thoroughly mixed before being placed into the pits. Fertilizer tablets may be used in place of the 4-12-12 fertilizer. Tablets shall be tightly compressed, long-lasting slow-release grams, equivalent analysis. Tablets shall be used according to manufacturers' instructions.
- c. Once mixing is complete, cover stockpiles with tarps or heavy plastic to protect soil from drying, saturation and erosion.

3.6 PLANTING: See subsection 811.4.9 of the Standard Specifications.

- A. Plant so that the top of root ball is 1 inch above finished grade. Place the tree or shrub in the pit or bed so that the top of the ball (root flare) is even with the finished grade level. It may be necessary to remove soil from the top of the nursery-grown tree or shrub in order to expose the root flare.

3.7 TREATMENT OF PLANTING AREAS WITH PRE-EMERGENT HERBICIDES: See subsection 811.4.9(2)

3.8 MULCHING:

- A. Mulching shall be in accordance with the following and subsection 811.4.10 of the Standard Specifications:
 - a. Double ground hardwood mulch at a settled depth of 3-inches deep, shall be the specified depth of mulch. The mulched area will cover the entire planting mass area.
 - b. Mulch must be placed a minimum of 3-inches and maximum of 6-inches away from trunk or root flare.

3.9 TOP PRUNING: See subsection 811.4.13 of the Standard Specifications.

3.10 STAKING & GUYING: See subsection 811.4.17 and 811.4.18 of the Standard Specifications.

3.11 TREE AND PLANT PROTECTION: The Tree and Plant Protection Area is defined as all areas indicated on the tree protection plan.

A. PREPERATION

- a. Prior to the preconstruction meeting, layout the limits of the Tree and Plant Protection Area and then alignments of required Tree and Plant Protection Fencing and root pruning. Obtain the Arborists approval of the limits of the protection area and the alignment of all fencing and root pruning.
- b. Flag all trees and shrubs to be removed by wrapping orange plastic ribbon around the trunk and obtain the Arborists approval of all trees and shrubs to be removed prior to the start of tree and shrub removal. After approval, mark all trees and shrubs to be removed with orange paint in a band completely around the base of the tree or shrub 4.5 feet above the ground.
- c. Flag all trees and shrubs to remain with white plastic ribbon tied completely around the trunk or each tree and on a prominent branch for each shrub. Obtain the Arborists

approval of all trees and shrubs to be remain prior to the start of tree and shrub removal.

- d. Prior to any construction activity at the site including utility work, grading, storage of materials, or installation of temporary construction facilities, install all tree protection fencing, Filter Fabric, silt fence, tree protection signs, Geogrid, Mulch and or Wood Chips as shown on the drawings.

B. INSTALLATION OF GEOGRIDS, FILTER FABRIC, MATTING, WOOD CHIPS AND OR MULCH

- a. Install Geogrids, Filter Fabric, matting, Wood Chips and or Mulch in areas and depths shown on the plans and details or as directed by the Owner's Representative. In general, it is the intent of this specification to provide the following levels of protection:
 - i. All areas within the Tree and Plant Protection area provide a minimum of 5 inches of Wood Chips or Mulch.
 - ii. Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of Wood Chips or Mulch.
 - iii. Areas where occasional light vehicle traffic is anticipated to be unavoidable provide a layer of Geogrids under 8-inches of Wood Chips or Mulch.
 - iv. Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrids under 8 - 12 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.
- b. The Arborist shall approve the appropriate level of protection.
- c. In the above requirements, light vehicle is defined as a track skid steer with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

C. PROTECTION

- a. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the RCE of any spills, compaction or damage and take corrective action immediately using methods approved by the RCE and Arborist.

D. GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA:

- a. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Construction Engineer and Arborist including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area maybe indicated on the drawings along with any required remedial activity as listed below.
- b. In the event that construction activity is unavoidable within the Tree and Plant Protection Area, notify the RCE and Arborist and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity, and a list of remedial actions that will reduce

the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:

- i. In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or Air Knife excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.
 - ii. When encountered, exposed roots, 1 inch and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and maintained above the permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut without the approval of the Arborist. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.
 - iii. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Arborist. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, part 8) and be performed under supervision of the Arborist.
 - iv. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.
 - v. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.
1. Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric or plastic sheeting to protect the Wood Chips from silt. Mound the Wood Chips so that the plastic slopes towards the excavation.
 2. Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, rewet the soil as necessary to keep soil moisture near field capacity.
 3. Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.
 - a. The air excavation tool shall be "Air-Spade" as manufactured by Concept Engineering Group, Inc., Verona, PA (412) 826-8800, or Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (866) 328-5723 or approved equal.
 4. Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing operation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.
 5. Remove all excavated soil and excavated Wood Chips, and contaminated soil at the end of the excavation.
 6. Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If

the excavated area must remain open overnight, mist the roots and cover the excavation with black plastic.

7. Dispose of all soil in a manner that meets local laws and regulations.
8. Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.
9. Restore any Geogrids, Filter Fabric, Wood Chips or Mulch and or matting that was previously required for the area.

E. WATERING

- a. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent wilt point to a depth of 8 inches or greater.
- b. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.
- c. Periodically test the moisture content in the soil within the root zone to determine the water content.

F. WEED REMOVAL

- a. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.
 - i. All plants that are not shown on the planting plan or on the Tree and Plant Protection Plan to remain shall be considered as weeds.
- b. At the end of the construction period provide one final weeding of the Tree and Plant Protection Area.

G. INSECT AND DISEASE CONTROL

- a. Monitor all plants to remain for disease and insect infestations during the entire construction period. Provide all disease and insect control required to keep the plants in a healthy state using the principles of Integrated Plant Management (IPM). All pesticides shall be applied by a certified pesticide applicator.

H. REMOVAL OF FENCING AND OTHER TREE AND PLANT PROTECTION

- a. At the end of the construction period or when approved by the RCE and Arborist remove all fencing, Wood Chips or Mulch, Geogrids and Filter Fabric, trunk protection and or any other Tree and Plant Protection material.

I. DAMAGE OR LOSS TO EXISTING PLANTS TO REMAIN

- a. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense. Trees shall be replaced with a tree of similar species and of equal size or 6-inch caliper whichever is less. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available whichever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Construction Engineer and Arborist shall approve the size and quality of the replacement plant.
 - i. All trees and plants shall be installed per Section 811 and this specification.
- b. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.
 - i. The RCE may engage an independent arborist to assess any tree or plant

that appears to have been damaged to determine their health or condition.

- c. Any tree that is determined to be dead, damaged or potentially hazardous by the Arborist and upon the request of the Construction Engineer shall be immediately removed by the Contractor at no additional expense to the Owner. Tree removal shall include all cleanup of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.

3.12 TREE REMOVAL:

- A. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.
- B. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.
- C. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or uprooted using a piece of grading equipment.
- D. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.
- E. Remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18-inches below the topmost roots whichever is less and over the area of three times the diameter of the trunk (DBH).
 1. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18-inches below the existing grade. If the sides of the stump hole still have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8-inch layers with controlled fill of a quality acceptable to the RCE for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The RCE shall approve each hole at the end of the grinding operation.
 2. In areas where the tree removal location is to be a new planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Standard Specifications and this specification, in maximum of 12-inch layers and compact to 80 - 85% of the maximum dry density standard proctor.

3.13 CLEANING UP: See subsection 811.4.19 of the Standard Specifications.

- A. During tree planting and tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
- B. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- C. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.
- D. Make all repairs to grades, ruts, and damage to the work or other work at the site.
- E. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

3.14 INSPECTION: See subsection 811.4.20 of the Standard Specifications.

- A. Replacements of dead or unsatisfactory material shall be made as specified in the plant list. The RCE and Arborist shall inspect replaced plants when all replacements have been made. Replacements are to be alive and in a healthy condition when the replacements are complete and shall be subject to a one (1) year guarantee.
- B. Should the contractor not make replacements in a satisfactory and timely fashion in accordance with the planting notes, the Owner, after proper notification to the contractor, may utilize the funds of the retainage to have the replacements installed by another contractor in accordance with the specifications.

3.15 ESTABLISHMENT PERIOD: See subsection 811.4.21 of the Standard Specifications.

- A. Plants severely damaged by vandals after the formal acceptance are not subject to replacement by the contractor.
- B. Watering. All plant material shall be checked once a week throughout the contract for dryness by removing mulch from base and sampling the soil approximately 4 inches deep. Water plant material if the soil is not moist. Water trees, shrubs and ground covers thoroughly until the ground is saturated slightly below the root ball a minimum of once a week during dry periods. (Dry periods are defined as less than 1 inch of rain in one week, recorded weekly). Apply water in a manner to prevent erosion. A proper functioning irrigation system or tree bag watering system may be used. Watering shall be considered incidental to the plant care and no separate payment will be made for this work.
- C. Plants shall be guaranteed for the duration of one (1) year after the formal acceptance of the planting by the Owner and shall be alive and in satisfactory growth at the end of the guarantee period. Any plant not in a healthy vigorous state at the end of the guarantee period shall be replaced at no cost to the Owner. Plants severely damaged by vandals after the formal acceptance are not subject to replacement by the contractor.

3.16 PLANT ESTABLISHMENT WORK: See subsection 811.4.22 of the Standard Specifications

- A. Plant establishment work -ONE YEAR- shall be in accordance with the subsection 811.4.22 of the Standard Specifications, and shall include watering as necessary, as well as fertilizing, pruning, weeding and the other maintenance items listed. This includes watering as needed and follow-up herbicide treatment of the planting beds after planting. These maintenance items shall be considered incidental to the planting work and will be included in the unit price for tree or shrub planting.
- B. At the end of the establishment period, the tree bag watering system becomes the property of the contractor.

PART 4 – PAYMENT

4 METHOD OF MEASUREMENT AND PAYMENT:

- A. The method of measurement and payment for landscaping shall be based under the line item 8110003, LANDSCAPING, Unit EACH (except for sod, sod shall be measured in Unit SQUARE YARD). This item shall include plants, fertilizer, nitrogen, lime, weed cloth, herbicide, topsoil, replacement of dead/dying vegetation, irrigation, tree protection, and all other landscape related work and materials.

- a. Individual line items will not appear on the Summary of Estimated Quantities. However, the Landscaping Plan Legend in the plans shall be the document that indicates which landscaping items are in the contract for bidding purposes.
 - b. These prices will be used to make adjustments to the amount paid for item number 8110003 in the event of overruns or underruns in the quantities of the individual species.
- B. The tree protection fencing (including installation maintenance and signage around all marked trees on plan) will be paid for by 8114011, Tree Protection Fencing, Unit LUMP SUM.
- C. The double ground hardwood mulch will be paid for by 8110220, Double Ground Hardwood Mulch, Unit CUBIC YARD.

4.1 PAYMENT: See subsection 811.6 of the Standard Specifications.

ITEM No 8110003, EA (except sod will be S.Y.)
ITEM No 8110220, CY.
ITEM No 8114011, LS.

END SECTION

SPECIAL PROVISION

8115510 - IRRIGATION SYSTEM

PART 1 – GENERAL

1.3 DESCRIPTION OF WORK:

- A. Furnish all design, labor, materials, and equipment for the proper installation of an irrigation system to service all lawn and planted areas.
- B. The Contractor shall provide layout and design coordinated with the landscape requirements of the planting types, locations, and shall include water save products (like EPA Watersense) and practices which demonstrate the highest level of performance (water saving features).
- C. Smart controllers, high-efficiency spray nozzles, pressure regulated heads, & dripline in beds must be incorporated. Individual sub-zones must be tailored to the watering requirements of each major plant type. Under no circumstances shall any turf areas be watered in combination with plant beds. Spacing of all sprinkler equipment selected shall not exceed the manufacturer's recommendations as published. "Head to head" coverage is required in all turf areas.
- D. Irrigation Contractor shall participate in coordination meetings as required with the City of Spartanburg Representative and related parties prior to commencement of construction.

1.4 QUALITY ASSURANCE:

- A. The irrigation system is to be installed by a contractor who specializes in irrigation design and installation and has installed at least 5 projects of equal or comparable size and complexity. Irrigation work shall be performed by a single firm, acceptable to the Owner's Representative and licensed as a contractor in the state of South Carolina.
- B. The system shall be designed by a certified EPA WaterSense partner, as found on the EPA WaterSense website, or must be a member of the Irrigation Association (IA), South Carolina, and hold a C.I.D. (Certified Irrigation Designer) qualification.
- C. Substitutions: No substitutions from the initial plan will be permitted without review and approval by the Owner's Representative. Requests must be made at least 2 weeks in advance of the project start date. In the event the contractor desires to make substitutions of materials, sufficient descriptive literature, new design, and material samples must be furnished to establish the material as an equal substitute, and the design as functional. The proposed material substitution must meet the original design intent as it pertains to water conservation.

1.5 PRODUCT HANDLING:

- A. Comply with pertinent provisions of section 106.6 Storage of Materials.
- B. Comply with pertinent provisions of section 106.7 Handling of Materials.

1.6 SUBMITTALS:

A. Irrigation Design Drawings

a. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Irrigation design is to be prepared and drawn by the irrigation contractor in form of an "Irrigation Design Drawing." The irrigation design drawing shall be submitted in an electronic PDF format. Submit design drawings for approval no less than 2 weeks prior to the commencement of any work.
2. The Owner's Representative and Landscape Architect may accept the irrigation design drawing as submitted; may mark-up minor corrections and accept the irrigation design drawing as marked-up; or may reject the irrigation design drawing and require that it be resubmitted.
3. All components of the irrigation system shall be shown. Show sprinkler piping, including play layout and locations, types, sizes, capacities, and flow characteristics of sprinkler piping components. Include water meters, backflow preventers, booster pumps, valves, piping, sprinklers and devices, drains, accessories, controls, and wiring as necessary. All components shall be labeled with the component type, manufacturer, and model, or shall be symbols reference to a legend or key. All components shall be shown with dimensions to referenced points. Show areas of sprinkler spray and overspray. Drawing shall be scaled no smaller than 1" = 20'. In areas where clarity of the design is in question because of the scale, an enlargement of that area shall be shown so as to provide clarity of the design. Approval of Irrigation Design Drawing shall precede commencement of any work.

B. Product Data

1. Irrigation Contractor shall submit three (3) sets of manufacturer's technical data to the Owner's Representative including, but not limited to valves, controller, quick couplers, sprinkler heads, etc.

C. As-Built Drawing

1. Irrigation Contractor shall record and submit an "As-Built Drawing" which records actual installed conditions. The As-Built Drawing shall be easily readable and submitted by electronic PDF format. Irrigation Contractor shall

submit that As-Built Drawings to the Owner's Representative and Landscape Architect before work under this contract will be considered for Acceptance.

2. All components of the system shall be shown with dimensions to reference points, as indicated above under "Irrigation Design Drawing." Drawing shall be scaled no smaller than 1" = 20'. Submittal, review, and approval by the Owner's Representative and Landscape Architect of the As-Built Drawing shall precede Application for Final Payment by the Contractor.

PART 2 – PRODUCTS

2.1 PIPE MATERIALS:

- A. Plastic Pipe: Provide PVC, pressure rated pipe for sizes 2-1/2 inches or less meeting the requirements of ASTM D 2241, PVC 1120 compound, SDR ~~21~~ 21. Provide plastic pipe 3 inches and larger meeting the requirements of ASTM D 1785, PVC 1120 compound, Schedule 40.
 1. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious, wrinkles, and dents.
 2. All pipe shall be continuously and permanently marked with the following information: Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F. and National Sanitation Foundation (N.S.F.) approval.
- B. Plastic Pipe Fittings: Provide molded plastic pipe fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring-tite seal or threaded connections.
 1. PVC Socket Fittings: ASTM D 2466, Schedules 40 and 80.
 2. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
 3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.
 4. Size slip fitting socket taper so that a dry unsoftened pipe end can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 pipe may be threaded.
 5. When connection is plastic to metal, plastic male adaptors shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench.
 6. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8-inch-thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
 7. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Polyethylene Pipe: ASTM F 771, PE 3408 compound; SDR 11.5.

- D. Polyethylene Pipe Fittings: Provide insert fittings for PE Pipe: ASTM D 2609, nylon or propylene plastic with barbed ends. Include bands or other fasteners.
- E. Pipe Sleeves: Provide Schedule 40 PVC pipe with solvent welded joints under pavements.
- F. Copper Pipe: Use Type "K" rigid conforming to ASTM Standard B88. Use wrought copper or cast bronze fittings, soldered or threaded per the installation details. Use a dielectric union wherever a copper-based metal (copper, brass, bronze) is joined to a iron-based metal (iron, galvanized steel, stainless steel).

2.2 PIPE JOINING MATERIALS:

- A. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- B. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.3 DRIP IRRIGATION COMPONENTS:

- A. Drip Emitters: Barb-mounted, vortex and/or pressure compensating emitter device as indicated in the Drawings.

1. Provide emitter types and quantities as shown on the Drawings or on the following schedule:

Perennials and/or ornamental grasses: 1 single outlet emitter each or 1 single outlet emitter per square foot of planting area whichever is less

Shrubs 2 single outlet emitters per each

Trees 4 single outlet emitters per each

- B. Distribution Tubing: Use flexible plastic distribution tubing compatible with the emitters to direct water from emitter outlet to emission point. Length of distribution tubing shall not exceed 5 feet. Secure distribution tubing outlet with tubing stakes.
- C. Flush Cap: Provide a flush cap assembly at the end of each drip lateral pipe.

2.4 VALVES:

- A. PVC Ball Valves: Union type, with full-port ball, socket or threaded detachable end connectors, and pressure rating not less than 150 psig (1035 kPa). PVC ball valves may be used for sizes 2-1/2" and smaller, brass or bronze ball valves are required for sizes 3" or larger.
- B. Electric Control Valves: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac epoxy-sealed solenoid for commercial/institutional applications.

2.5 VALVE BOXES:

- A. General: All remote control valves, manual control valves, zone shut-off valves, gate valves or globe valve filters and drains unless otherwise indicated, shall be installed in valve access box of proper size as required for easy access to the valve.
- B. Plastic Control-Valve Boxes: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service. Electric control valves must be placed in square valve boxes with polyethylene sidewall and cover materials. Lettering on the cover will be "IRRIGATION."

2.6 SPECIALTIES:

- A. Automatic Irrigation Controller: The automatic irrigation controller shall be 117-volt input, 26.5-volt output, with the number of valve stations and in the type and model number indicated on the Drawings. Power will be provided by others.
 - 1. Provide the Owner two keys for each automatic controller at the conclusion of the project.
 - 2. Provide surge protection arrestors as recommended by the controller manufacturer.
- B. Wireless Rain/Freeze Sensor: Sensor shall have a gradual rainfall setting adjustment from 1/8 inch to 3/4 inch with a sensing element composed of hydroscopic disks. Device shall provide a communication distance of up to 300-foot line of sight. The transmitter shall be powered by two (3V CR2032 batteries. The temperature sensor trips at 37 degrees F, with plus or minus one degree.
- C. Control Cable: All electrical control and ground wire shall be low voltage-direct burial irrigation control cable, 14 gauge unless otherwise indicated on the drawings. All wiring to be used for connecting automatic remote-control valves to the automatic controller shall be Type "UF," 600 volt, stranded or solid copper, single conductor wire with PVC insulation and bear UL approval for direct underground burial feeder cable.
 - 1. Insulation shall be 4/64-inch thick minimum covering of ICC-100 compound for positive waterproofing protection. All control or "hot" wires shall be of one color (black) and all common or "ground" wires shall be of another color (white). Verification of wire size and types and installation procedures shall conform to local codes, applications and length of runs.
 - 2. All splices are to be completed within valve boxes using one-piece, jelly-filled, waterproof wire connectors with 20 expansion coils per splice.
- D. Backflow Prevention: Reduced pressure principle consisting of a pressure differential relief valve located between two independently operated spring-loaded center guided check valves, "Y" pattern body with bronze body construction.

- E. Concrete: Use class 'F' Concrete for thrust blocks and protection.
- F. All other materials, not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 – EXECUTION

3.1. SURFACE CONDITIONS:

- A. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 1. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.
- B. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative.
 - 1. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Field Measurements: Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

3.2 INSTALLATION OF PIPING:

- A. General: Layout the piping system in accordance with the plans.
 - 1. Where piping is shown on the plans to be under paved areas but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.
- B. Line Clearance: All lines shall have a minimum clearance of 4 inches from each other, and 6 inches from lines of other trades, except through pipe sleeves.
 - 1. Parallel lines shall not be installed directly over one another.
- C. Inspection of Pipe and Fittings: Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs and reaming as required; install all pipe with all markings up for visual inspection and verification.
- D. Plastic Pipe: Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.
 - 1. All plastic joints shall be solvent-weld joints or slip seal joints. Only the solvent cement recommended by the pipe manufacturer shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer and it shall be the Contractor's responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.
 - 2. All plastic to metal joints shall be made with plastic male adaptors.

3. The solvent-weld joints shall be made dry.
 4. The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.
- E. Pipe Pulling: Pulling of pipe is acceptable for the installation of lateral lines only. Contractor has the option to pull or trench laterals.
1. Pull pipe to the depth as required on the Drawings.

3.3 TRENCHING AND BACKFILLING:

- A. General: Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these specifications.
1. Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing width of trenches.
- B. Depth: Trench as required to provide the elevations shown on the Plans.
1. Trench to sufficient depth to give a minimum of 18 inches of fill above the top of the pipe measured from the adjacent finished grade under driveways and sidewalks.
 2. All mainline shall have a minimum cover of 18 inches above the pipe. All laterals shall have a minimum cover of 12 inches above the pipe. All drip laterals shall have a minimum cover of 8 inches above the pipe.
 3. All sleeves shall be installed at a depth on line and grade with existing or proposed irrigation lines. Sleeves with excessive or shallow invert depth will be rejected.
- C. Correction of Faulty Grades: Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the Owner's Representative and then compact to provide a firm and unyielding subgrade to the approval of the Owner's Representative and at no additional cost to the Owner.
- D. Trench Bracing: Properly support all trenches in strict accordance with all pertinent rules and regulations.
1. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.
 2. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.
 3. Arrange all bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.
- E. Removal of Trench Bracing: Exercise care in the driving and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.
- F. Grading and Stockpiling Trenched Material: Control the stockpiling of trenched material in a manner to prevent water running into the excavations.
1. Do not obstruct surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.
- G. Methods: All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner, a sufficient distance from the banks of the

trench to avoid overloading, and to prevent slides or cave-ins. All material not required for backfill or not suitable for backfill, shall be removed from the site by the Contractor. Banks of trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced as may be necessary to prevent caving.

1. Trench widths in paved streets or in areas where proximity to other structures require vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.
 2. The bottom of the trenches shall be accurately graded to line and grade and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.
 3. Where rock occurs in trench excavation, the rock shall be removed to a depth of six (6) inches below the established grade line, and to a width of twelve (12) inches greater than the outside diameter of the pipe to be installed in the trench.
- H. Pavement Removal: Where excavation of trenches requires the removal of pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a spade-bitted air hammer, concrete saw or similar approved equipment to obtain straight, square and clean break; and, after backfilling and subgrade preparations are completed, the pavement section and surfacing shall be replaced.
1. Excess material, including rock, broken concrete, bituminous materials, debris or other materials not suitable for backfill, shall be removed from the site and disposed of by the Contractor.

3.4 BORING:

- A. Locations: Boring shall be used to route pipe, wiring, or both under structures such as walks or curbs where trenching is impractical. Sleeves shall be installed in all bored holes.
- B. Method: Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the Owner's Representative capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures.

3.5 SLEEVES:

- A. Locations: Install sleeves wherever routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.
- B. Methods: Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.
 1. Sleeves installed in borings shall be forced through and have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.
 2. Installation of pipe for sleeving shall occur where pipelines run under or through pavements or structures and as shown on the plans. Sleeve inverts shall be laid at the grade of the lines it will carry and sloped to drain. All permanent sleeves shall be laid side by side in all locations unless noted otherwise. Inverts in and out shall be permanently marked in the field and on the as built drawings.

3.6 BACKFILL:

- A. Inspection: The trenches shall not be backfilled until inspection has been completed and the pipe installation, including the grade, alignment and jointing has been found to be in compliance with the requirements of the plans and specifications.
- B. Around and Over Pipe: Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than 3/4 inch shall be used in backfilling around and over the installed pipe.
 - 1. The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The Contractor may at his option and expense provide an acceptable imported material.
 - 2. This backfill material shall be carefully deposited around and over the pipe in layers not more than six inches thick, loose measurement, unless otherwise permitted by the Owner's Representative, wetted to optimum moisture content and uniformly compacted to at least 95 percent of the maximum density obtainable at optimum moisture content as determined by ASTM D698 (latest revision), until the pipe has a cover depth of at least one (1) foot.
- C. Remainder of Trench Backfill: The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.
 - 1. Inclusion of a limited amount of stones and rocks will be permitted. Stones and rocks shall in no case be larger than 1 inch, and they shall be placed so that each piece is completely surrounded with material compacted to the density specified. The size and amount of rocks used in backfill shall be such that they will not interfere with proper compaction.
 - 2. This material shall be carefully deposited in layers of a thickness suitable to the equipment selected by the Contractor for proper compaction and compacted to at least 95 percent of the maximum density as determined by ASTM D698 (latest revision) under pavements and structures. The method of compaction selected by the Contractor shall not cause damage of any nature to the installed pipe. In planted areas compact to 85 percent of maximum density at optimum moisture.
 - 3. The use of water settlement for this portion of the trench backfilling is permissible if the specified density can be obtained and the backfill material is suitable for this type of trench compaction.

3.7 INSTALLATION OF EQUIPMENT:

- A. General: All fittings, valves, etc., shall be carefully placed in the trenches with concrete thrust blocks to be placed where required, or at angle points as shown on the plans and details.
 - 1. All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.
 - 2. All nozzles on pop-up sprinklers or spray heads shall be tightened after installation. All sprinklers shall be adjusted as required for the proper arc of coverage, radius, diameter and/or gallonage discharge.
 - 3. Provide a laminated tag indicating the zone number for each electric control valve. Secure the tag using a zip tie.
- B. Sprinkler Heads: Install sprinkler heads where indicated on the plans and in strict accordance with the manufacturer's recommendations or as necessary to provide complete uniform coverage.

1. All heads on slopes where runoff may occur shall be installed with check valves if slope between heads exceeds 2 feet and install check valves on all pop-up heads on slopes that exceed 6:1.
 2. Set all heads to final grades, accounting for sod depths and mulch.
- C. Control Wire: Bundle control wires where two or more are in the same trench. Bundle with pipe wrapping tape spaced at 10-foot intervals.
1. Provide 24-inch excess length of wire in an 8-inch diameter loop at each 90-degree change of direction, at both ends of sleeves and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop. Coil 24-inch length of wire within each remote-control valve box.
 2. Install common ground wire and one control wire for each remote-control valve. Multiple valves on a single control wire are not permitted. Install wire parallel with and below PVC mainline pipe.

3.8. TESTING:

- A. Flushing: Before backfilling the mainline, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline and repair for all leaks; flush out each section of lateral pipe before sprinkler heads are attached.
- B. Testing: Make all necessary provisions for thoroughly bleeding the line of air and debris.
1. Pipelines jointed with solvent-welded PVC joints must be cured at least 24 hours before testing.
 2. Subsections of mainline pipe may be tested independently, subject to the review of the Owner's Representative.
 3. Furnish clean, clear water, pumps, labor, fittings and equipment necessary to conduct tests.
- C. Hydrostatic Pressure Test:
1. Subject mainline pipe to a hydrostatic pressure of 150 PSI for two hours. Test with mainline components installed. A 2 PSI pressure variation is allowed. Backfill to prevent pipe from moving under pressure. Expose couplings and fittings.
 2. Leakage will be detected by visual inspection. Replace defective pipe, fitting, joint, valve or appurtenance. Repeat the test until the pipe passes the test.
 3. Cement or caulking to seal leaks is prohibited.
- D. Operational Test:
1. Activate each remote-control valve in sequence from controller. The Owner's Representative will visually observe operation, water application patterns and leakage.
 2. Replace defective remote-control valve, solenoid, wiring or appurtenance to correct operational deficiencies.
 3. Replace, adjust or move water emission devices to correct operational or coverage deficiencies.
 4. Replace defective pipe, fitting, joint, valve, sprinkler or appurtenance to correct leakage problems. Cement or caulking to seal leaks is prohibited. Repeat test until each lateral passes all tests.

3.9 PAVEMENT REPLACEMENT:

- A. Pavement Replacement: Pavement replacement shall utilize the same materials and design as the original pavement.

3.10 CLEANUP AND PROTECTION:

- A. Cleanup: Upon completion of the work, the entire site shall be cleared of all debris, and ground surfaces shall be finished to smooth, uniform slopes and shall present a neat and workmanlike appearance. Replace all obstructions removed during construction to a condition at least equal to their existing condition.

3.11 IRRIGATION MAINTENANCE:

- A. Maintenance: The Contractor shall, for a period of one (1) year after completion and final acceptance of the work, maintain and repair any trench or boring settlement which may occur, and shall make suitable repairs to any pavements, sidewalks, or other structures which may become damaged as a result of settlement. All such maintenance and repair shall be at the Contractor's expense.

3.12 RECORD DRAWINGS:

- A. Record Drawings: Maintain as-built drawings on site at all times. Record accurately on one set of black and white prints of the site plan all installed work including both pressure and non-pressure lines.
 - 1. Upon completion of each increment of work, transfer all such information and dimensions to the print. The dimensions shall be recorded in a legible and workmanlike manner.
 - 2. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on as-built drawings shall be kept day to day as the project is being installed. All dimensions noted on drawings shall be 1/8-inch in size (minimum).
 - 3. Show locations and depths of the following items: Point of connection, routing of sprinkler pressure lines (dimension maximum 100 feet along routing), isolation valves, electric control valves, underground wire splices, quick coupling valves, routing of control wires, sprinkler heads, drip lines and other related equipment.
- B. Provide the Owner's Representative as-built drawings both electronically on a CD and in print. In addition, the field set must be provided to the Owner's Representative.
- C. Controller Charts: As-built drawings must be approved by Owner's Representative before charts are prepared.
 - 1. Provide one controller chart for each controller supplied showing the area covered by automatic controller, of the maximum size controller door will allow.
 - 2. The chart is to be a reduced drawing of the actual as-built system.
 - 3. Chart shall be a black line print and different colored shading used to show area of coverage for each station.
 - 4. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic. The chart shall be mounted using Velcro or equal type of semi-permanent fastening device.
 - 5. These charts must be completed and approved prior to final acceptance of the irrigation system by the Owner. The Contractor shall be responsible for final drawing of these charts including reproduction and mounting.
- D. Operation and Maintenance Manuals: Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in two individually bound copies of the operations and maintenance manual. The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to understand, operate

and maintain all equipment. Spare parts lists and related manufacturer information shall be included for each equipment item installed. Each complete, bound manual shall include the following information.

1. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment with names and addresses of local manufacturer representatives.
2. Complete operating and maintenance instructions on all major equipment.
3. System start up and shut down instructions.
4. In addition to the above maintenance manuals, provide the maintenance personnel with instructions for system operation and show written evidence to the Owner at the conclusion of the project that this service has been rendered.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

- A. Irrigation shall be measured by each complete in place and accepted.
- B. Irrigation shall be paid for by LUMP SUM in place and accepted. Price and payment shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete this item.
- C. Pay Item: 8115510 – IRRIGATION SYSTEM, COMPLETE – LS

SPECIAL PROVISION

8990684 – BRICK PAVERS – SAND CEMENT SET

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. This item shall govern the construction of pavements utilizing interlocking brick paving units within the roadway according to lines, grades, locations, and de-signs as indicated on the plans and specifications, or as established by the OWNER.
- B. Brick Paving Units are to be used on a site-specific basis only. The OWNER shall specify the special material and construction requirements for each location. Each site-specific application requires proper engineering design for the anticipated traffic volumes and vehicle loads.

1.2 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods for proper performance of the work of this Section.

1.3 SUBMITTALS:

- A. Contractor must submit manufacturer's product literature, installation instructions, and material safety data sheets to the owner, Resident Construction Engineer (RCE), and the Engineer of Record (EOR).
- B. Contractor must submit sample units of each paver type representative of size, shape, color and finish, indicating color variation and texture range expected in finished installation to RCE and EOR. Color will be selected by City of Spartanburg and EOR from manufacturer's available color palette.
- C. Contractor to submit manufacturer's certification of conformance to ASTM standards and specifications.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Clay brick paving units shall be delivered to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift. Paving units shall be unloaded at job site in such a manner that no damage occurs to the product. Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be secured in place.
- B. Comply with pertinent provisions of section 106.6 Storage of Materials.
- C. Comply with pertinent provisions of section 106.7 Handling of Materials.

PART 2 – PRODUCTS

2.1 MATERIALS:

A. Clay Brick Pavers:

- a. To be manufactured by one of the following (to match City of Spartanburg Standard):
 - i. Whitacre Greer
1400 South Mahoning Avenue

Alliance, OH 44601
Phone: 800.947.2837
www.wgpaver.com

ii. Pine Hall Brick
6400 West W.T. Harris Boulevard
Charlotte, NC 28269
Phone: 704.599.7749
www.pinehallbrick.com

iii. Or, Approved Substitution

- b. Size: 4x8x2¼ or other specified size as per ASTM C 902 Class SX, Type 1, Application PS.
- c. Slip resistance shall be tested in general accordance with ASTM C 1028-96, standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull-meter test. Minimum static coefficient of friction shall be .60 for wet and .70 for dry.
- d. Color of pavers should match existing brick pavers on Main Street. Contact the City of Spartanburg for approved color/vendors.
- e. Pattern:
 - i. Edge: Uniform soldier course one (1) brick unit deep.
 - ii. Field: Herringbone pattern as depicted on plan set.

B. Base:

- a. The OWNER shall specify the site-specific requirements for each use. Base for brick pavements may consist of a reinforced concrete base, aggregate subbase, and stabilized subgrade. See plan set for details.

C. Bedding and Joint Sand:

- a. Bedding and joint sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. When concrete paving units are subject to vehicular traffic, the sands shall be as hard and angular as practically available. Limestone screenings or stone dust shall not be used. Unevenly graded sand with an excess amount of material passing the No. 200 sieve shall not be used. Sand that is suitable for the manufacturing of concrete is typically suitable for bedding. Grading of sand samples for the bedding course and joints shall be done according to ASTM C136 Method for Sieve Analysis for Fine and Coarse Aggregate. Bedding sand shall conform to the grading requirements of ASTM C33 Concrete Aggregates as shown in Table 304.1.2.3.(a) Bedding Sand Gradation.
- b. Do not use mason's sand, or sand conforming to ASTM C144 for bedding sand.

D. Curbs and Gutters:

- a. Edge restraint is a critical design component of interlocking unit pavement. Curbs and gutters for concrete pavement units shall meet the requirements of Section 720 Concrete Curb and Gutter with any deviations indicated on the plans or instructed by the OWNER.

PART 3 – EXECUTION

3.3 GENERAL:

- A. Construction methods shall be provided by the manufacturer and approved by the OWNER based on the site-specific use. Delivery and paving schedule shall be coordinated to minimize interference with normal use of buildings adjacent to paving.

3.4 EXAMINATION:

- A. Do not begin installation until substrates have been properly prepared. Refer to manufactures specifications for proper installation sequence and required materials.
- B. If substrate preparation is the responsibility of another installer, notify the RCE of unsatisfactory preparation before proceeding.
- C. Determine actual paver dimensions (including tolerances) and coordinate with dimensions for pavement areas indicated on Contract Drawings prior to any pavement installation. Adjust pavement area dimensions to eliminate unnecessary paver cutting.

3.5 PREPARATION:

- A. Clean surfaces of brick thoroughly prior to installation. Any brick stored by the contractor is to be thoroughly cleaned of all dirt and debris prior to installation such that a "like new" appearance is present.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Ensure all curb edge restraints are installed as per construction drawings.
- D. Install geotextile where indicated on construction drawings. Lap ends and edges a minimum of 12 inches.

3.6 ENVIRONMENTAL CONDITIONS:

- A. Paving units shall not be installed during heavy rain or snowfall over frozen base materials. Sand shall not be wet or frozen.

3.7 CONSTRUCTION PROCEDURE:

- A. Clay brick pavers shall be installed over subbase as depicted in the construction drawings.
- B. Construction methods shall follow the requirements of the selected base as contained in these specifications with any deviations indicated on the plans or instructed by the OWNER.
- C. Sand shall be spread evenly over the base course and screed to a nominal 1-in. thickness, not exceeding 1.5-in. thickness. The secreted sand shall not be disturbed. Sufficient sand shall be placed to stay ahead of the laid paving units. Bedding sand shall not be used to fill depressions in the base surface. The material shall be of uniform moisture content when spread.
- D. Paving units shall be free of foreign materials before installation. Paving units shall be laid in the pattern(s) as shown on the drawings. Straight pattern lines shall be maintained.
- E. Pavers should be laid to the required pattern as depicted in the construction drawings.
- F. String or chalk grid lines should be used to establish straight pattern lines. The contractor should expect the size of pavers to vary slightly from the specified size and adjust the laying module accordingly.

- G. Parallel and perpendicular grid lines should be established and adjusted, set every 3 to 10 ft (0.9 to 3 meters) as needed to ensure proper pattern alignment.
- H. Joints shall be made according to manufacturer recommendations. Typically, joints between the paving units will be between 1/16-in. and 1/8-in. wide except where paving unit shapes require a larger joint. Gaps at the edges of the paved area shall be filled with cut paving units or edge units.
- I. Cuts shall be made with a mounted masonry saw. Units cut no smaller than one-third of a whole paving unit when feasible are recommended along edges subject to vehicular traffic. Areas not feasible shall be neatly grouted and pointed up.
- J. Adjust pavers to form straight bond lines and appropriate joint widths. Maximum bond line variation shall be $\pm \frac{1}{2}$ inch over a 50-foot string line.
- K. Do not permit traffic, including construction equipment, on pavers before initial compaction and joint filling. Disturbed areas of pavers should be taken up, the sand re-screeded and pavers re-laid.
- L. Vibrate pavers into sand using a high frequency/low-amplitude plate compactor capable of 3,000 lbf to 5,000 lbf (13 to 22 kN) at a 75 to 100 Hz frequency. Protect pavers from chipping during compaction by using a plate compactor with a rubber matt, rubber rollers, or other approved materials placed over pavers (geotextile or plywood). Do not compact within 6 feet of unrestrained edges. Remove cracked or damaged pavers and replace with new units.
- M. Dry joint sand shall be swept into the joints and vibrated until joints are full. This will require at least two or three passes with the vibrator. All work to within 3-ft. of the laying face must be left fully compacted with sand-filled joints at the completion of each day. Excess sand shall be swept off and removed when the job is complete.
- N. The final surface elevation of paving units after removal of excess sand shall conform to the plans, shall not deviate more than $\frac{3}{8}$ -in. under a 10-ft. long straight-edge, and shall be $\frac{1}{8}$ -in. to $\frac{1}{4}$ -in. above adjacent drainage inlets, curb and gutters, concrete collars or channels.
- O. Water should drain freely from the surface and not form puddles. Lipping between adjacent pavers should not be greater than $\frac{1}{8}$ in. (3.2 mm) if the pavers have chamfers, or $\frac{1}{16}$ in. (1.59 mm) if they have square edges.
- P. The contractor shall re-sand paving unit joints as necessary for a period of 90-days after completion of work.
- Q. Follow all manufacturer and supplier installation and cleaning instructions for clay brick pavers. Prior to installation, check that manufacturer installation standards have not altered.
- R. After all work in this section is complete, the Contractor shall protect work from damage due to subsequent construction activity on site. Damage will be replaced at the Contractors expense prior to final payment.

PART 4 – MEASUREMENT AND PAYMENT:

- A. Concrete paving units shall be measured by the SQUARE FOOT of completed in place and accepted.

B. Payment shall include all labor, equipment, materials, tools, and incidentals necessary to complete the work.

a. Payment does not include the concrete subbase.

C. Pay Item: 8990684 – BRICK PAVERS – SAND CEMENT SET – SF

SPECIAL PROVISION
8990685 – GRATES FOR RAISED CROSSWALK

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. This work shall consist of furnishing, delivering, cleaning, and installing grates for raised crosswalk (trench grates) of the type indicated below. Trench grates shall be an integral part of the raised pedestrian crosswalk and comply with ADA Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guidelines (PROWAG).
- B. Trench grates to be installed at three locations on the raised pedestrian crosswalk located between First Baptist Church's Main Campus and the Hangar on Converse Street. See plan sheets 3a and 7 for more details.

1.2 QUALITY ASSURANCE:

- A. Provide trench drain and accessories as produced by a single manufacturer with a minimum of five (5) years of experience in manufacturing trench grate products.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods for proper performance of the work of this Section.
- C. Trench Grates must be compliant with ADA Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guideline (PROWAG) requirements, pedestrian friendly, and heel proof.

1.3 SUBMITTALS:

- A. Submit manufacturer's literature describing products, installation procedures, and routine maintenance.
- B. Submit the Standard Manufacturer Shop Drawings. Indicate details of each type and size of grate, component supports, anchorages, openings, perimeter construction details, and tolerances.
- C. Provide manufacturer standard warranty information.
- D. Submit one (1) trench grate section of product described below for City of Spartanburg approval. Do not purchase product for installation without City approval and/or RCE direction.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Trench grates shall be suitably packaged or crated to prevent damage in shipment and handling.
- B. Comply with pertinent provisions of section 106.6 Storage of Materials.
- C. Comply with pertinent provisions of section 106.7 Handling of Materials.

1.5 COORDINATION:

- A. Contractor must coordinate work of this section with:

1. Installation of concrete curbing;
2. Installation of raised pedestrian crossing; and
3. Installation of brick pavers.

PART 2 – PRODUCTS

2.1 Trench Grate:

- A. Provide one of the following:
 - a. 12" Que Heel-Proof
From: Iron Age Designs
2104 SW 152nd Street, Suite #4
Burien, WA 98166
Phone: 877.418.3568
www.ironagegrates.com
 - b. 12" ADA Trench Grate
From: Iron Smith, Inc.
41701 Corporate Way #3
Palm Desert, CA 92260
Phone: 800.338.4766
www.ironsmith.cc
 - c. Or Approved Substitution
- B. Size: 12" Wide by various length (18" minimum length)
- C. Material: Cast gray iron conforming to ASTM A 48.
- D. Color: Baked-on-Oil Finish
- E. Load Rating: AASHTO M 306 Heavy Duty or H-20 load rated.
- F. Fabrication:
 - a. Grate must be fabricated based on specifications above in section 2.1.
 - b. Grates must comply with ADA for maximum opening size, offset of surfaces, and slip resistance.
 - c. Grates shall be a heel-proof design, with openings no greater than ¼-inch.
 - d. Grates shall have a minimum slip resistance (Pendulum Test Value) of 5.5 or better, per ASTM E 303.

PART 3 – EXECUTION

3.1 EXAMINATION:

- A. Verify that overall opening sizes and dimensional tolerances are acceptable.
- B. Do not begin installation until substrates have been properly prepared. Verify that curb has been installed per the detail on plan sheet 3a with correct notch for trench grate. Refer to manufactures specifications for proper installation sequence and required materials.

- C. If substrate preparation is the responsibility of another installer, notify the RCE of unsatisfactory preparation before proceeding.

3.2 PREPARATION:

- A. Any trench grates stored by the contractor are to be thoroughly cleaned of all dirt and debris prior to installation such that a "like new" appearance is present.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION:

- A. Install in accordance with the manufacturer's instructions.
- B. Contractor must protect trench grates from damage during the construction period. This includes keeping the finished surface clean. If necessary, contractor will be required to clean the trench grate at direction of the RCE at own expense.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

- A. Trench grates shall be measured by SQUARE FOOT (SF) of finished surface complete in place and accepted.
- B. Trench grates shall be paid for by the Square Foot of finished surface complete in place and accepted. Price and payment shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete this item.

Pay Item: 8990685 – GRATES FOR RAISED CROSSWALK – SF

SPECIAL PROVISION

7201000, 8990686, 8990687 – MODIFIED CURBS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. Except as amended, herein, all work under this special provision shall be performed in accordance with Section 720 of the most recent edition of the SCDOT Standard Specifications. This work shall consist of furnishing and installing concrete curbs as depicted on plan sheet 3 for locations shown on the drawings, in accordance with the Contract Documents, and as directed by the Resident Construction Engineer (RCE).

PART 2 – PRODUCTS

2.1 CONCRETE CURBS:

- A. 9" x 15" Modified Concrete Curb
 - a. See plan sheet 3 for construction detail.
- B. 6" x 15" Concrete Curb – Pedal Safe
 - a. See plan sheet 3 for construction detail.
- C. 6" x 15" Concrete Curb – Chamfer
 - a. See plan sheet 3 for construction detail.

PART 3 – EXECUTION

3.1 CONSTRUCTION:

All curbing will be installed in accordance with SECTION 720.4 Concrete Curb, Gutter, Curb and Gutter, Sidewalk, Driveway, and Median of the most recent addition of the SCDOT Standard Specifications.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

- A. All curbing shall be measured by LINEAR FOOT (LF) according to SECTION 720.5 of the SCDOT Standard Specifications.
- B. Curbing shall be paid for by the Linear Foot of finished surface complete in place and accepted according to SECTION 720.6 of the SCDOT Standard Specifications. Price and payment shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete this item.
- C. Pay Item: 7201000 – CONCRETE CURB (9" x 15") – LF
8990686 – CONCRETE CURB (6" x 15") – Pedal Safe – LF
8990687 – CONCRETE CURB (6" x 15") – Chamfer – LF

SPECIAL PROVISION

8990688 – CONCRETE CURB AND GUTTER – STEPPED CURB

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- B. The work specified in this section consists of the placement of a reinforced stepped concrete curb and gutter to be placed along the edge of an existing parking lot adjacent to a slope. Work is inclusive of a prepared graded aggregate base, Portland cement concrete, expansion joint material, and reinforcing steel.
- C. Except as amended, herein, all work under this special provision shall be in accordance with Sections 720 of the most recent edition of the SCDOT Standard Specifications.

PART 2 – PRODUCTS

2.1 CONCRETE CURB AND GUTTER – STEPPED CURB:

- A. Concrete Curb and Gutter – Stepped Curb
 - a. See plan sheet 3a for construction detail.

2.2 MATERIALS:

- D. **Graded Aggregate Base:** See Section 305.2 of the Standard Specifications.
- E. **Reinforcing Steel:** See Section 703.2 of the Standard Specifications.
- F. **Concrete Curb and Gutter:** See Section 720.2 of the Standard Specifications.

PART 3 – EXECUTION

3.2 EQUIPMENT:

- A. As indicated in Section 305.3, 703.3, and 720.3 of the Standard Specifications.

3.3 CONSTRUCTION:

- A. As indicated in Section 305.4 of the Standard Specifications, and as follows: Contractor shall prepare area adjacent to existing asphalt pavement and back of slope. A 6" compacted aggregate base shall be installed below the base of the stepped concrete gutter portion, and behind the stepped curb as shown in detail on plan sheet 3a.
- B. As indicated in Section 720.4 of the Standard Specifications, and as follows: the stepped concrete curb and gutter shall be constructed with #3 rebar placed 12" on center. A stepped concrete curb and gutter shall be constructed with a flat top of curb and only 8" wide where indicated on the contract drawings. Forms should be set for a monolithic pour. The height of the 8" wide section should taper on each end to meet the existing top of curb height of adjacent curb work. See stepped curb detail on plan sheet 3a.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT:

- D. Stepped Concrete Curb and Gutter: The quantity for the pay item concrete curb & gutter-stepped curb is the length of the cast-in place curb and is measured by LINEAR FOOT (LF), complete, and accepted, measured along the face of the curb in accordance with Subsection 720.5.
- E. Graded Aggregate Base: This work is considered part of the subsidiary work pertaining to the various items of construction on which the stepped concrete curb and gutter is applied; therefore, this work is not measured for payment as a separate item and is incidental to construction.
- F. Reinforcing Steel: This work is considered part of the subsidiary work pertaining to the various items of construction on which the stepped concrete curb and gutter is applied; therefore, this work is not measured for payment as a separate item and is incidental to construction.

4.2 BASIS OF PAYMENT:

- A. Payment for the accepted quantity, measured in accordance with Subsection 720.5, is determined using the contract unit bid price for the applicable pay item. Payment is full compensation for constructing curb and gutter as specified or directed and includes fine grading; placing and compacting the subgrade; formwork; concrete, reinforcing steel; joint templates; joint materials; curing concrete; backfilling; and all other 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.
- B. Pay Item: 8990688 – CONCRETE CURB & GUTTER- STEPPED CURB – LF

SPECIAL PROVISION
8990689 - DIRECTIONAL INDICATORS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. This Section includes Specifications for furnishing and installing embedded Cast-In-Place Replaceable Directional Indicators embedded in concrete for locations shown on the drawings, in accordance with the Contract Documents and as directed by the Resident Construction Engineer.
- B. Directional Indicators are also known as Directional Wayfinding Tiles and/or Tactile Wayfinding

1.2 QUALITY ASSURANCE:

- A. Provide Cast-In-Place Replaceable Directional Bar Tile and accessories as produced by a single manufacturer with a minimum of five (5) years of experience in manufacturing Detectable Warning Surface products.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods for proper performance of the work of this Section.
- C. Directional Indicator must be compliant with ADA Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guideline (PROWAG) requirements.
- D. Directional Indicator shall meet or exceed the following test criteria using the most current test methods:

ASTM Reference	Test Description	Requirements
ASTM D 695	Compressive Strength	Not less than 25,000 psi
ASTM D 790	Flexural Strength	Not less than 30,000
ASTM D 570	Water Absorption	0.05%
ASTM C 1028	Slip Resistance	0.8 wet/dry
ASTM E 84	Flame Spread Index	≤ 25
ASTM B 117	Salt Spray	No Change (300 hours)
ASTM 1308	Chemical Stain	No Effect
ASTM C 501	Abrasion Resistance	Lw>500
ASTM G 155	Accelerated Weathering	Delta E (2,000 hours)
ASTM D 638	Tensile Strength	12,500 ps
AASHTO-H20	Load Bearing at 10,410 lbs.	No Cracking, Delamination or Deformation
ASTM C 1026 F	Freeze/Thaw/Heat	No Chipping, Cracking or Peeling
ASTM D 1037	Accelerated Aging [Freeze/Thaw]	No Chipping, Cracking or Peeling
ASTM D 696-03	Linear Thermal Expansion	9.45 x 10 ⁻⁷ per °Fahrenheit

1.3 SUBMITTALS:

- A. Submit manufacturer's literature describing products, installation procedures, and routine maintenance.
- B. Submit the Standard Manufacturer Shop Drawings showing all pertinent characteristics of the Cast-In-Place Replaceable Directional Indicator including profile, surface profile, plans of placement including joints, and material to be used as well as outlining installation materials and procedures.
- C. Submit one (1) directional indicator section of product described below for City of Spartanburg and Engineer of Record approval.
- D. Manufacturer Warranty: Directional Indicator shall be guaranteed in writing for a period of no less than five (5) years from date of Contract's final completion. The guarantee includes manufacturing defects, breakage, and deformation.
- E. Installation Warranty: Directional Indicator installation shall be warranted in writing for a period no less than two (2) years by the installer. Products must be guaranteed from defective work and loosening of tiles.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Directional Indicators shall be suitably packaged or crated to prevent damage in shipment and handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect the tile from concrete residue during installation.
- B. Comply with pertinent provisions of section 106.6 Storage of Materials.
- C. Comply with pertinent provisions of section 106.7 Handling of Materials.

PART 2 – PRODUCTS

2.1 DIRECTIONAL INDICATORS:

- A. Manufacturers on SCDOT Qualified Product List 61:
 - a. ADA Solutions
323 Andover Street, Suite 3
Wilmington, MA 01887
Phone: 800.372.0519
www.adatile.com
 - b. Access Products, Inc
241 Main Street, Suite 100
Buffalo, NY 14203
Phone: 888.679.4022
www.accesstile.com
 - c. Or Approved Substitution
- B. Size: Contractor must use 12" wide strips with four (4) tactile bars. Length may vary as necessary. Standard lengths are 12" long and 24" long.

- C. Color: Federal Yellow (Federal Standard Color No. 33538). Color shall be single, homogeneous color throughout the tile.
- D. Directional Bars: Raised directional bars of 0.20" nominal height, 11.0" minimum length, base width of 1.3" nominal and top width of 0.90" nominal. Spacing between parallel bars shall be 3.0" on center.
- E. Anchors: Cast-In-Place concrete anchors must be corrosion resistance bolts capable of being removed for replacement if the need arises.
- F. Overall Height: The surface of the directional indicator, including the tactile bars, must not be more than 3/8" above the finished grade after installation.

PART 3 – EXECUTION

3.1 EXAMINATION:

- A. Do not begin installation until substrates have been properly prepared. Refer to manufactures specifications for proper installation sequence and required materials.
- B. If substrate preparation is the responsibility of another installer, notify the RCE of unsatisfactory preparation before proceeding.

3.2 PREPARATION:

- A. Any directional indicators stored by the contractor are to be thoroughly cleaned of all dirt and debris prior to installation such that a "like new" appearance is present.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION:

- A. Install in accordance with the manufacturer's instructions.
- B. Contractor must protect directional indicator from damage during the construction period. This includes keeping the finished surface clean. If necessary, contractor will be required to clean the directional indicator at direction of the RCE at own expense.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

- A. Directional Indicators shall be measured by SQUARE FOOT (LF) of finished surface complete in place and accepted.
- B. Directional Indicators shall be paid for by the Square Foot of finished surface complete in place and accepted. Price and payment shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete this item.
- C. Pay Item: 8990689 – Direction Indicator – SF

SECTION 0900
SUPPLEMENTAL SPECIFICATIONS

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SPECIAL PROVISIONS

(1) 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

(2) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

See attached Supplemental Specification dated **January 1, 2017** on page 20.

(3) 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.

(4) 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.

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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
610-005-00	610-1	FLAGGING OPERATION TWO-LANE TWO-WAY PRIMARY & SECONDARY ROUTES	JANUARY 2019 UPDATE
610-005-20	2019U PDATE	FLAGGING OPERATION WORK ZONE THRU STOP STOP SIGN CONTROLLED SIDE ROADS	JANUARY 2019 UPDATE
610-005-30	2019U PDATE	FLAGGING OPERATION WORK ZONE CONTINUE THRU STOP CONTROL INTERSECT ALL APPROACH	JANUARY 2019 UPDATE
610-005-40	2019U PDATE	FLAGGING OPERATION WORK ZONE THRU TRAF SIGNAL W/LAW ENFORCEMENT OFFICERS	JANUARY 2019 UPDATE
610-005-50	2019U PDATE	FLAGGING OPERATION WORK ZONE CONTINUE THRU TRAF CONTROL INTERSECT W/FLAGGER	JANUARY 2019 UPDATE
610-005-60	2019U PDATE	FLAGGING OPERATION WORK ZONE TERMINATE @ INTERSECT W/2-LANE 2-WAY ROAD DEPARTURE	JANUARY 2019 UPDATE
610-005-70	2019U PDATE	FLAGGING OPERATION INTERSECTIONS W/TWO-LANE TWO-WAY ROADWAYS APPROACH LANE	JANUARY 2019 UPDATE
610-005-80	2019U PDATE	FLAGGING OPERATION STOP SIGN CONTROL INTERSECTION W/LOW SPEED <=35 MPH	JANUARY 2019 UPDATE
610-005-90	2019U PDATE	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	REPLACED	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

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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 UPDATE	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
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 UPDATE	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 UPDATE	SHAPE TRANSITION THRIE-BEAM TO SINGLE SLOPE	REVISED END BEVELS AND MASH GUARDRAIL GEOMETRY

(5) 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.

(6) 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:

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 :

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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:

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 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)

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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:

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 805-220-00 (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.)

(7) 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.

(8) 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

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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).

(9) 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).

(10) 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 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.

(11) SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003** on page **25**.

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 http://scdot.org/doing/sup_tech_specs.shtml.

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

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.

(13) 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 **25**.

(14) SECTION 107: CRANE SAFETY:

See attached Supplemental Specification dated August 1, 2013 on page **27**.

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

See attached Supplemental Specification dated **March 1, 2010** on page **28**.

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

The DBE goal for the project is as follows:

DISADVANTAGE BUSINESS ENTERPRISES CONTRACT GOAL 14 %

See attached Supplemental Specification entitled special provision "Disadvantaged Business Enterprises (DBE)" dated **July 1, 2019** on page **29** 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.

(17) 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 **44**.

(18) 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.

(19) 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:

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- 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).

(20) 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."

(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."

(21) 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

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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.

(22) 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.

(23) SECTION 208: FINE GRADING:

See attached Supplemental Specification Dated **January 4, 2012**, on page 45.

(24) 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.

(25) SECTION 401: LIQUID ASPHALT BINDER AND ADDITIVES:

See attached Supplemental Specification dated **January 1, 2019** on page 46.

(26) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:

See attached Supplemental Specification dated **July 1, 2010** on page 48.

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- (27) **SECTION 401: SLOPED EDGE LONGITUDINAL SHOULDER JOINTS:**
See attached Supplemental Specification Dated **July 1, 2019**, on page **49**.

- (28) **SECTION 401: MATERIAL FOR FULL DEPTH PATCHING:**
See attached Supplemental Specification Dated **January 1, 2018**, on page **50**.

- (29) **SECTION 401: REMOVAL OF EXISTING ASPHALT PAVEMENT BEFORE PATCHING:**
See attached Supplemental Specification Dated **January 1, 2018**, on page **50**.

- (30) **SECTION 403: PAVING OF DRIVEWAYS:**
All hard-surfaced driveways that have been previously paved or surface treated and all earthen driveways that have been previously reworked by the Department of Transportation's Maintenance Forces shall be resurfaced or surfaced as part of this contract. Quantities for the resurfacing or surfacing of driveways are those necessary to pave to the ROW line. RCE may adjust these limits as necessary.

- (31) **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.

- (32) **DIVISION 600: TRAFFIC CONTROL:**
See attached Supplemental Specification dated **July 1, 2019** on page **52**.

- (33) **DIVISION 600, Etal.: ADHESIVELY BONDED ANCHORS AND DOWELS:**
See attached Supplemental Specification dated **September 1, 2008** on page **56**.
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

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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.

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

(AFAD):

See attached Supplemental Specification dated **September 1, 2012** on page **60**.

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

See attached Supplemental Specification dated **September 1, 2013** on page **65**.

(36) SECTION 605: 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.

(37) 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

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Criteria, or Latest Edition, and a Hardhat. The color of the apparel background material shall be either fluorescent Yellow-Green or fluorescent Orange-Red.”

(38) SECTION 627: THERMOPLASTIC PAVEMENT MARKINGS:

See specification dated **July 1, 2020** on page **68**.

(39) SECTION 702: CONCRETE STRUCTURES – PREFORMED JOINT FILLER:

See attached Supplemental Specification dated **April 1, 2013** on page **69**.

(40) 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:

Fill Height = Elevation (top of curb or max grade above pipe) – 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.

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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 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

SPECIAL PROVISIONS

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

(41) 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.

SPECIAL PROVISIONS



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.



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.

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.

(42) SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated **January 1, 2017**, on page **70**.

January 1, 2018

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SCDOT *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:

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

SUPPLEMENTAL SPECIFICATIONS

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

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:

SUPPLEMENTAL SPECIFICATIONS

"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.

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 should not be allow that are, or are likely to become noxious, odious, or foul 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.

June 13, 1990

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

August 1, 2013

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.
 - 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.

March 1, 2010

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

- A. The contractor's attention is directed to the requirements of Section I.2 in Form FHWA 1273 that is included in your contract documents as the Supplemental Specification "Required Contract Provisions Federal-Aid Construction Contracts". Section I.2 requires that "the contractor shall insert in each subcontract all of the stipulations contained in the Required Contract Provisions". This requirement also applies to lower tier subcontractors or purchase orders. These provisions must be physically included in your subcontracts. A reference to the applicable specification will not suffice.
- B. The contractor's attention is directed to the requirements of the Supplemental Specification "Standard Federal Equal Employment Opportunity Construction Contract Specifications". Section 2 requires that the provisions of 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. Section 1 concerning Equal Employment Opportunity must be physically included in each subcontract.
- D. Prior to the issuance of formal approval, all DBE subcontracts must include a signed copy of the subcontract agreement between the Prime Contractor and the DBE Subcontractor.
- E. Prior to the issuance of formal approval, of any DBE haulers, the contractor must submit a signed copy of the hauling agreement.
- F. The contractor's attention is further directed that sections 1, 2, 3, 8, 9, and 11 of Form FHWA 1273, or Sections 1, 3, 8 and 10 of Form 1316 (for Appalachian contracts only) must be physically included in each purchase agreement with a value of \$10,000 or greater with a vendor or supplier, and in open-end contracts where individual purchases are less than \$10,000 but where the total purchases accumulate to \$100,000 or more per year.

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 COMMITMENT

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 Commitment 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:

- (1) The names and addresses of certified DBEs whose services or materials will be used in the contract.
- (2) 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].**
- (3) 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 committals 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 ADMINSTRATOR 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.

SUPPLEMENTAL SPECIFICATIONS

(10) The DBE commitments submitted by all other bidders who were able to meet the DBE contract goal.

(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."

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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:
 - a) The truck is titled in the DBEs name; or,

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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 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.

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- (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 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.

SUPPLEMENTAL SPECIFICATIONS

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.

SUPPLEMENTAL SPECIFICATIONS

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 administering 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 _____
day of _____, 20

Prime Contractor Name

(SEAL)

By: _____
Signature of Prime Contractor Representative

Notary Public for _____

My commission expires: _____

Title: _____
Prime Contractor Representative

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.

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.

March 1, 2016

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 (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.

SUPPLEMENTAL SPECIFICATIONS

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.

July 01, 2019

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

SUPPLEMENTAL SPECIFICATIONS

specifications. The Department defines the typical Monday holiday weekend as from 6:00 am of the 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

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.

July 1, 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.

Engineer.

September 1, 2008

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.

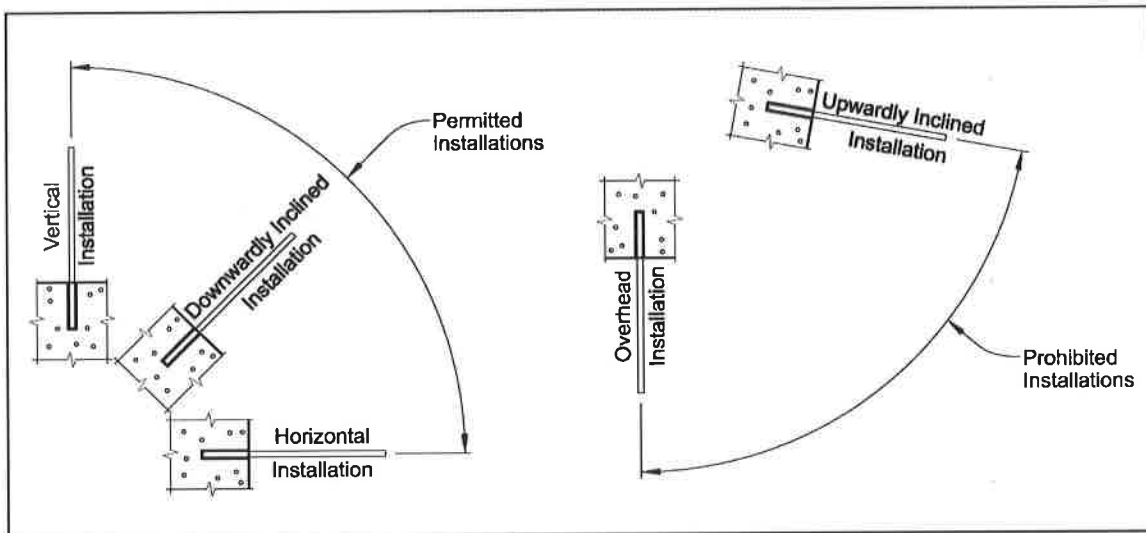


Figure 1.1

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

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.

SUPPLEMENTAL SPECIFICATIONS

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.

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.

SUPPLEMENTAL SPECIFICATIONS

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.

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.

SUPPLEMENTAL SPECIFICATIONS

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 retroreflectorized 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".

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 Microprismatic 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.

SUPPLEMENTAL SPECIFICATIONS

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. Reflectorize 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 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.

SUPPLEMENTAL SPECIFICATIONS

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.

September 1, 2013

**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 include "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:

The SCDOT recognizes the following organizations as acceptable providers of an advanced work zone traffic control training program, a "Flagger Training" course or the optional basic work zone traffic control training course:

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

These organizations provide work zone traffic control training in compliance with the MUTCD and reference requirements specific to SCDOT. Therefore, work zone traffic control training provided by entities other than those listed above are not considered comparable and shall be unacceptable.

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 employee as properly trained and acceptable for conducting those job duties that necessitate the prescribed work zone traffic control training.

SUPPLEMENTAL SPECIFICATIONS

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.

July 1, 2020

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS**General**

Delete section 627.4.4 entirely and replace with the following:

627.4.4 Application of the Thermoplastic Pavement Marking Material

1. Except when directed or approved by the RCE, place all longitudinal markings with a truck-mounted applicator in conformance with the requirements of Subsection 627.3. Such an exception may occur where the length of a particular marking is too short or the curvature too great to permit efficient use of the truck-mounted liner. Transverse markings may be applied with a portable unit.
2. Ensure that the markings are straight or uniform in curvature and conform uniformly to tangents, curves, and transitions. Make certain that symbols are of the dimensions shown in the *SCDOT Standard Drawings*. Ensure that markings are of the dimensions and are placed as shown on the *Pavement Marking Plans* or as directed by the RCE. Provide sufficient control points to serve as guides for the application of markings at no additional expense to the Department.
3. Ensure that the finished line pavement markings are free from waviness and lateral deviation does not exceed 2 inches in 15 feet. Any greater deviation is sufficient cause for removal and correction of such markings at no additional expense to the Department. Remove and correct symbol pavement markings not meeting the dimensional requirements shown in the *SCDOT Standard Drawings*. Protect the pavement markings until dry by placing guarding or warning devices as necessary. If a vehicle crosses the wet marking, remove the pavement marking and any tracking lines made by the moving vehicle and apply new markings at no additional expense to the Department.
4. Place pavement markings only when the pavement is dry as determined by visual inspection or other approved method and the pavement temperature is 50°F or greater. No work is allowed when any moisture is visible on the pavement surface or pavement is wet. Provide each work crew with a hand-held infrared non-contact thermometer with a temperature range of 0°F to 1000°F to verify the minimum surface temperature. Measure pavement temperature away from heat generating equipment.
5. In Districts 2, 3, and 4, do not apply thermoplastic pavement markings between December 15 and March 15 unless approved by the RCE. Additionally, the RCE may disallow application on any day when the weather is cold and/or rainy and there is some question as to whether the surface temperature will be above 50°F for a period adequate to obtain quality pavement markings. Application may also be disallowed on any day when, in the opinion of the RCE, moisture conditions are not satisfactory for obtaining quality pavement markings.
6. Ensure that new asphalt concrete surfaces are in place a minimum of 7 days before application of thermoplastic pavement markings. Remove the curing compound on new Portland cement concrete surfaces before application of pavement markings.
7. Have on hand an adequate number of personnel experienced in the handling and application of this type of material to ensure that the work is done properly. Run the marking machine only in the direction of normal traffic flow during marking operations.
8. Perform work only during daylight hours unless specified otherwise. Ensure that all markings are sufficiently dry before sunset to permit crossing by traffic. Remove all protective devices before sunset to allow free movement of traffic at night.
9. Apply the thermoplastic pavement marking material at a temperature between 390°F and 420°F that provides the best adhesion to the pavement as recommended by the manufacturer. Heat the material uniformly throughout, and ensure that it has a uniform disbursement of binder, pigment, and glass beads when applied to the surface of the pavement.
10. Apply extruded lines 12 inches or less in width with a die that equals the width of the line. Extruded lines greater than 12 inches may be applied with two dies whose combined width is equal to the width of the line.

April 1, 2013

**Concrete Structures –
Preformed Joint Filler**

Delete Subsection 702.2.2.1 of the Standard Specifications in its entirety and replace it with the following:

702.2.2.1 Preformed Joint Filler

Use preformed joint material that meets AASHTO M 153 or AASHTO M 213 with the following exceptions:

1. Use only materials manufactured from rubber.
2. Use materials that require a load of not less than 340 kPa or greater than 5200 kPa to compress to 50% of its thickness when tested in accordance with AASHTO T 42.
3. Use materials that have a recovery of at least 70% when tested in accordance with AASHTO T 42.

Use preformed joint material that is listed on QPL 81.

Provide a manufacturer's certification that states that the material conforms to SCDOT specifications.

January 1, 2017

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 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

SUPPLEMENTAL SPECIFICATIONS

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.

SUPPLEMENTAL SPECIFICATIONS

May 22, 1997

S. C. File Number _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" 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 BIDDER.

¹ Name & Address of DBE's (Subcontractor 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	

- 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.

This form may be reproduced or additional sheets added in order to provide all requested information. (See *Instructions to Bidders - Federal Projects*).

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

Company

(Seal)
Notary Public for _____
My commission expires: _____

By: _____
Title: _____

Superseded General Decision Number: SC20200034

State: South Carolina

Construction Type: Highway

Counties: Berkeley, Charleston, Dorchester and Horry Counties in South Carolina.

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

SUSC2011-032 09/15/2011

Rates Fringes

CARPENTER (Form Work Only)

Berkeley, Dorchester.....\$ 13.50
Charleston.....\$ 13.07
Horry.....\$ 14.29

CEMENT MASON/CONCRETE FINISHER

Berkeley, Dorchester.....\$ 14.79
Charleston.....\$ 14.33
Horry.....\$ 14.62

IRONWORKER, REINFORCING.....\$ 15.35

LABORER

Asphalt, Includes Asphalt
Distributor, Raker,
Shoveler, and Spreader
Berkeley, Charleston,
Dorchester.....\$ 11.62

Asphalt, Includes Asphalt
 Distributor, Shoveler and
 Spreader
 Horry.....\$ 11.54
 Common or General
 Berkeley.....\$ 10.06
 Charleston.....\$ 10.16
 Dorchester.....\$ 11.69
 Horry.....\$ 9.72
 Luteman.....\$ 11.61
 Mason Tender-
 Cement/Concrete.....\$ 10.40
 Pipelayer.....\$ 13.98
 Traffic Control-Cone Setter
 Berkeley, Charleston,
 Dorechester.....\$ 13.19
 Horry.....\$ 12.63
 Traffic Control-Flagger.....\$ 11.07

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
 Berkeley.....\$ 15.68
 Charleston.....\$ 16.09
 Dorchester.....\$ 16.06
 Horry.....\$ 15.04
 Bulldozer.....\$ 14.81
 Crane
 Berkeley, Dorchester.....\$ 20.00 4.73
 Charleston.....\$ 20.08
 Horry.....\$ 20.58
 Grader/Blade.....\$ 14.61
 Hydroseeder.....\$ 11.00
 Loader (Front End/Track)....\$ 16.80
 Mechanic
 Berkeley, Dorchester.....\$ 19.07
 Charleston.....\$ 19.21
 Horry.....\$ 19.48
 Milling Machine.....\$ 11.84
 Paver
 Berkeley, Charleston,
 Dorchester.....\$ 18.85
 Horry.....\$ 13.29
 Roller.....\$ 15.17
 Scraper.....\$ 12.71
 Screed.....\$ 13.56
 Tractor.....\$ 13.28

TRUCK DRIVER

Dump Truck.....\$ 10.67
 Lowboy Truck.....\$ 15.55

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

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all
 contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was
 issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave

each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Superseded General Decision Number: SC20200035

State: South Carolina

Construction Type: Highway

Counties: Calhoun, Fairfield, Kershaw, Lexington, Richland and Saluda Counties in South Carolina.

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUSC2011-033 09/15/2011

Rates Fringes

CARPENTER (Form Work Only)	
Fairfield, Kershaw,	
Richland, Saluda.....	\$ 15.04
Lexington.....	\$ 14.50
 CEMENT MASON/CONCRETE FINISHER...	\$ 13.65
 GUARDRAIL INSTALLER(Includes Guardrail/Post Driver Work).....	\$ 12.49

IRONWORKER, REINFORCING.....\$ 15.02

LABORER

Asphalt Includes Asphalt
Distributor, Shoveler, and
Spreader.....\$ 11.54
Common or General
Calhoun.....\$ 10.09
Fairfield.....\$ 9.55
Kershaw.....\$ 9.88
Lexington.....\$ 9.78
Richland.....\$ 9.97
Saluda.....\$ 9.88
Luteman.....\$ 11.61
Mason Tender-
Cement/Concrete.....\$ 10.40
Pipelayer.....\$ 14.46
Traffic Control-Cone Setter
Calhoun, Fairfield,
Kershaw, Richland, Saluda..\$ 10.87
Lexington.....\$ 11.26
Traffic Control-Flagger.....\$ 11.07

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
Calhoun, Fairfield,
Kershaw, Richland, Saluda..\$ 15.98
Lexington.....\$ 16.02
Bulldozer.....\$ 17.38
Crane.....\$ 18.93
Grader/Blade
Calhoun, Fairfield,
Kershaw, Richland, Saluda..\$ 18.44
Lexington.....\$ 18.54
Hydroseeder.....\$ 11.00
Loader (Front End).....\$ 17.22
Mechanic.....\$ 15.25
Milling Machine.....\$ 11.84
Paver.....\$ 13.93
Roller
Calhoun, Fairfield,
Kershaw, Richland, Saluda..\$ 14.98
Lexington.....\$ 15.10
Scraper.....\$ 12.71
Screed.....\$ 13.56
Tractor.....\$ 13.28

TRUCK DRIVER

Dump Truck
Calhoun, Fairfield,
Kershaw, Richland, Saluda..\$ 13.29
Lexington.....\$ 13.22
Lowboy Truck.....\$ 14.11

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

Superseded General Decision Number: SC20200036

State: South Carolina

Construction Type: Highway

Counties: Darlington, Florence and Sumter Counties in South Carolina.

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

SUSC2011-034 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.73	
CEMENT MASON/CONCRETE FINISHER...\$	13.16	
IRONWORKER, REINFORCING.....\$	15.02	
LABORER		
Asphalt Includes Asphalt		
Distributor, Shoveler, and		
Spreader.....	\$ 11.54	

Common or General	
Darlington, Florence.....	\$ 9.85
Sumter.....	\$ 9.74
Luteman.....	\$ 11.61
Mason Tender-	
Cement/Concrete.....	\$ 10.40
Pipelayer.....	\$ 14.46
Traffic Control-Cone Setter.....	\$ 10.87
Traffic Control-Flagger.....	\$ 11.07

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe..	\$ 15.20
Bulldozer.....	\$ 17.38
Crane.....	\$ 18.93
Grader/Blade.....	\$ 17.87
Hydroseeder.....	\$ 11.00
Loader (Front End).....	\$ 16.31
Mechanic.....	\$ 15.25
Milling Machine.....	\$ 11.84
Paver.....	\$ 13.93
Roller.....	\$ 14.09
Scraper.....	\$ 12.71
Screed.....	\$ 13.56
Tractor.....	\$ 13.28

TRUCK DRIVER

Dump Truck.....	\$ 12.91
Lowboy Truck.....	\$ 14.11

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

LABORER

Asphalt Includes Asphalt
Distributor, Shoveler, and
Spreader
Anderson, Greenville,
Laurens, Pickens,
Spartanburg.....\$ 11.54
York.....\$ 11.62
Common or General
Anderson.....\$ 9.71
Greenville, Pickens.....\$ 9.87
Laurens.....\$ 8.89
Spartanburg.....\$ 10.05
York.....\$ 9.63
Luteman.....\$ 10.76
Mason tender-
Cement/Concrete.....\$ 10.40
Pipelayer.....\$ 13.98
Traffic Control-Cone Setter.\$ 11.75
Traffic Control-Flagger
Anderson, Spartanburg,
York.....\$ 10.13
Greenville, Laurens,
Pickens.....\$ 10.62

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
Greenville, Laurens,
Pickens.....\$ 13.82
Spartanburg, York.....\$ 13.92
Bulldozer.....\$ 12.95
Crane.....\$ 19.73
Grader/Blade
Anderson, Spartanburg,
York.....\$ 13.13
Greenville, Laurens,
Pickens.....\$ 12.62
Hydroseeder.....\$ 11.00
Loader (Front End).....\$ 16.80
Mechanic.....\$ 17.75
Milling Machine.....\$ 11.84
Paver
Anderson, Spartanburg,
York.....\$ 12.93
Greenville, Laurens,
Pickens.....\$ 13.61
Roller
Anderson, Spartanburg,
York.....\$ 12.11
Greenville.....\$ 12.59
Laurens, Pickens.....\$ 12.16
Scraper.....\$ 12.71
Screed.....\$ 13.09
Tractor.....\$ 13.28

TRUCK DRIVER

Dump Truck
Anderson, Spartanburg,
York.....\$ 12.75
Greenville.....\$ 13.17

Laurens, Pickens.....\$ 12.70
 Lowboy Truck
 Anderson, Spartanburg,
 York.....\$ 13.48
 Greenville, Laurens,
 Pickens.....\$ 13.36

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

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

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)).

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Union Rate Identifiers

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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.

Survey Rate Identifiers

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

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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
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Washington, DC 20210

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

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

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

=====

END OF GENERAL DECISION

Superseded General Decision Number: SC20200038

State: South Carolina

Construction Type: Highway

Counties: Aiken and Edgefield Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN AIKEN COUNTY

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

SUSC2011-036 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.73	
CEMENT MASON/CONCRETE FINISHER...	\$ 13.16	
IRONWORKER, REINFORCING.....	\$ 15.02	

LABORER

Asphalt Includes Asphalt Distributor, Shoveler, and Spreader.....	\$ 11.54
Common or General.....	\$ 9.04
Luteman.....	\$ 11.61
Mason Tender-	
Cement/Concrete.....	\$ 10.40
Pipelayer.....	\$ 14.46
Traffic Control-Cone Setter.....	\$ 10.87
Traffic Control-Flagger.....	\$ 11.07

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe..	\$ 15.20
Bulldozer.....	\$ 17.38
Crane.....	\$ 18.93
Grader/Blade.....	\$ 17.87
Hydroseeder.....	\$ 11.00
Loader (Front End).....	\$ 16.31
Mechanic.....	\$ 15.25
Milling Machine.....	\$ 11.84
Paver.....	\$ 13.93
Roller.....	\$ 14.09
Scraper.....	\$ 12.71
Screed.....	\$ 13.56
Tractor.....	\$ 13.28

TRUCK DRIVER

Dump Truck.....	\$ 12.25
Lowboy Truck.....	\$ 14.11

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

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

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).

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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.

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.

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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

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

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

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

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

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

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

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

END OF GENERAL DECISION

Superseded General Decision Number: SC20200039

State: South Carolina

Construction Type: Highway

Counties: Abbeville, Cherokee, Chester, Chesterfield, Clarendon, Dillon, Greenwood, Lancaster, Lee, Marion, Marlboro, McCormick, Oconee and Union Counties in South Carolina.

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

SUSC2011-037 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.00	
CEMENT MASON/CONCRETE FINISHER		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union.....	\$ 11.63	
Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 13.02	

GUARDRAIL INSTALLER, Includes
Guard Rail/Post Driver
Installation
Abbeville, Cherokee,
Chester, Chesterfield,
Clarendon, Dillon,
Greenwood, Lancaster, Lee,
Marion, Marlboro,
McCormick, Union.....\$ 12.52
Oconee.....\$ 12.65

IRONWORKER, REINFORCING.....\$ 15.64

LABORER

Asphalt, Includes Asphalt
Distributor, Raker,
Shoverler, and Spreader.....\$ 10.96
Common or General
Abbeville, Greenwood.....\$ 8.85
Cherokee.....\$ 9.40
Chester.....\$ 9.55
Chesterfield.....\$ 9.93
Clarendon, Dillon, Lee,
Marion, Marlboro.....\$ 10.00
Lancaster.....\$ 9.67
McCormick, Union.....\$ 9.39
Oconee.....\$ 9.47
Luteman.....\$ 10.93
Pipelayer.....\$ 13.87
Traffic Control- Cone
Setter.....\$ 12.47
Traffic Control-Flagger
Abbeville, Cherokee,
Chester, Chesterfield,
Clarendon, Dillon,
Greenwood, Lee, Marion,
Marlboro, McCormick,
Oconee, Union.....\$ 10.15
Lancaster.....\$ 10.83

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
Abbeville, Cherokee,
Chester, Greenwood,
Lancaster, McCormick,
Oconee, Union.....\$ 16.25
Chesterfield, Clarendon,
Dillon, Lee, marion,
Marlboro.....\$ 15.08
Bulldozer.....\$ 13.66
Crane.....\$ 20.12
Grader/Blade
Abbeville, Cherokee,
Chester, Greenwood,
Lancaster, McCormick,
Oconee, Union.....\$ 16.20
Chesterfield, Clarendon,
Dillon, Lee, Marion,
Marlboro.....\$ 15.85

3.40

Loader (Front End).....\$ 15.51
 Mechanic.....\$ 18.22
 Milling Machine.....\$ 15.51
 Paver
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 14.58
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 13.39
 Roller
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 11.22
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 11.95
 Screed.....\$ 12.45
 Tractor.....\$ 13.26

TRUCK DRIVER

Dump Truck
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 12.83
 Clarendon, Dillon, Lee,
 Marion, Marlboro.....\$ 11.69
 Lowboy Truck
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee Union.....\$ 14.19
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 14.16
 Single Axle, Includes
 Pilot Car
 Abbeville, Cherokee,
 Greenwood, Lancaster,
 McCormick, Oconee, Union...\$ 10.83
 Tractor Haul truck.....\$ 16.25

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

Superseded General Decision Number: SC20200040

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUSC2011-038 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.47	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.11	
IRONWORKER, REINFORCING.....	\$ 15.64	

LABORER

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

POWER EQUIPMENT OPERATOR:

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

TRUCK DRIVER

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

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

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

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)).

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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
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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:

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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:

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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.

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U.S. Department of Labor
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Washington, DC 20210

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

END OF GENERAL DECISION

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the

limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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

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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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. 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.

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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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.

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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.

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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<http://www.epls.gov/>), which is compiled by the General Services Administration.

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.

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

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).



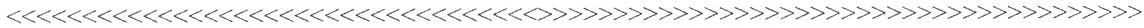
ESTABLISHMENT OF A DRUG FREE WORK PLACE

In accordance with Section 44-107-30, South Carolina Code of Law, 1976, as amended, and as a condition precedent to the Award of the Contract, the PROPOSER, (hereinafter the Contractor), CERTIFIES on behalf of the Contract that the Contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person’s policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations.;
- (3) making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the Contract, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten (10) days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required on Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

END OF THIS SECTION





(COMPLETE THIS SECTION FOR FEDERAL PROJECTS ONLY)

EQUAL EMPLOYMENT OPPORTUNITY PERFORMANCE

Select the Certification that applies to the PROPOSER:

Certification (1) **or** **Certification (2)**

Select the appropriate responses in the applicable Certification:

Certification (1): Pursuant to 41 C.F.R. §60-1.7(b)(1), Previous Equal Employment Opportunity Performance Certification, as the Prospective Prime Contractor, **I HEREBY CERTIFY THAT I:**

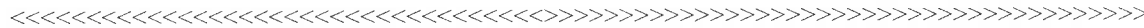
- (a) **(HAVE / HAVE NOT)** developed and filed an Affirmative Action Program pursuant to 41 C.F.R. §60-2;
- (b) **(HAVE / HAVE NOT)** participated in a previous contract or subcontract subject to the equal opportunity clause;
- (c) **(HAVE / HAVE NOT)** filed with the Joint Reporting Committee, the Director of Office of Federal Contract Compliance, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements,

OR

Certification (2): **I, HEREBY CERTIFY** that as the Prospective Prime Contractor submitting this Proposal, **(CLAIM / DO NOT CLAIM)** exemption from the submission of the Standard Form 100 (EEO-1) due to the fact that it employs a total of less than fifty (50) employees under C.F.R. §60-1.7, or qualifies for an exempted status under 41 C.F.R. §60-1.5.

I FURTHER CERTIFY that the above Certification will be made part of any Subcontract Agreement involved with this project.

END OF THIS SECTION



FAILURE TO PERFORM THE ABOVE SELECTIONS AND REQUIREMENTS OR TO EXECUTE THE CERTIFICATION BELOW, WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

BY SUBMITTING THIS BID ELECTRONICALLY, **I HEREBY ACKNOWLEDGE** THAT ALL REQUIREMENTS INCLUDED IN THE HARD COPY PROPOSAL, ADDENDUMS, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS ARE PART OF THIS BID PROPOSAL AND CONTRACT. **I FURTHER ACKNOWLEDGE** THAT THIS ELECTRONIC BID IS SUBJECT TO THE PROVISIONS OF THE SOUTH CAROLINA ELECTRONIC COMMERCE ACT, §26-5-10, ET, SEQ., OF THE SOUTH CAROLINA CODE OF LAWS.

IN ACCORDANCE WITH THE PROVISIONS OF S.C.CODE ANN.§§ 39-3-10 ET.SEQ., 39-5-10 ET.SEQ.,15 U.S.C. §45; 23 C.F.R.§635.112(F); AND 28U.S.C.§1746, THAT I AM AN OFFICER OF THE PROPOSER FIRM AND, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND SOUTH CAROLINA, DECLARE, BY MY CERTIFICATION BELOW, THAT THE FOLLOWING IS TRUE AND CORRECT, AND FURTHER, THAT THIS FIRM, ASSOCIATION OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMISSION OF A BID PROPOSAL ON THE ABOVE REFERENCED PROJECT.

BY CHECKING THIS BOX , I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.

COMPLETE THE FOLLOWING ONLY IF HARD COPY BID PROPOSAL IS REQUIRED:

Executed on _____, 20__.

Signed: _____

(Officer/Proposer)

(Title)

(Company)

(Address)

SEAL

INDEX TO ATTACHMENTS

- 1. STORMWATER PERMIT**
- 2. ENCROACHMENT PERMIT**
- 3. CATEGORICAL EXCLUSION/NEPA DOCUMENT**

Note: There is no geotechnical report for this project.

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Encroachment Permit**

Permit No : 242676

Permit Decision Date :
3/9/2021

Expiration Date : 3/9/2022

Type

Permit : MUNICIPALITY /
LOCAL FUNDED
PROJECT

Location:

<u>District</u>	<u>Work County</u>	<u>Type</u>	<u>Route</u>	<u>Aux</u>	<u>Begin MP</u>	<u>End MP</u>
3	Spartanburg, SC	S-	250	None	1.078	1.080
3	Spartanburg, SC	S-	1767	None	0.503	0.383

Contact Information

Applicant: CityofSpartanburg

Phone:

Contact: Tim Carter

Address: 145 West Broad Street,

City: Spartanburg

State: SC

Zip: 29306

Comments

The project corridor is approximately 0.7 miles in length and is located along Converse, Kennedy, and Union Streets in Downtown Spartanburg. The project area extends for the existing Mary Black Rail Trail trailhead at Henry Street onto northbound Union Street (S-39) for approximately 775 feet to Kennedy Street. The project corridor continues along Kennedy Street (S-1767) for approximately 650 feet to Converse Street. The project then continues along northbound Converse Street for approximately 1,775 feet to St. John Street.

Special Provisions:

0003 - WHEN ROADS ARE RESURFACED, SHOULDERS SHALL BE REGRADED TO THE EDGE OF PAVEMENT TO CONFORM TO THE DEPARTMENT SPECIFICATIONS.

0004 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.

0105 - ALL EXCAVATED MATERIAL SHALL BE PLACED ON THE SIDE OF THE TRENCH AWAY FROM THE TRAVELED ROADWAY, AND SHALL BE NO CLOSER THAN FIFTEEN (15) FEET TO THE EDGE OF PAVEMENT.

0123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY" MOST CURRENT EDITION.

0203 - ENTIRE WIDTH OF SIDEWALK TO BE REMOVED AND DISPOSED OF OFF RIGHT-OF-WAY. SIDEWALK TO BE REPLACED USING CLASS 2500 CONCRETE, 4" THICK, AND FINISHED TO SCDOT SPECIFICAIONS.

0204 - SIDEWALK OR CURB AND GUTTER REMOVAL SHALL BE REPLACED FROM JOINT TO JOINT.

0209 - DISTURBED VEGETATION SHALL BE RESEDED ACCORDING TO THE SPECIFICAION FOR HIGHWAY CONSTRUCTION.

0210 - ALL SIDEWALKS TO INCLUDE AT DRIVEWAY RADIUS SHALL MEET (ADAAG) AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES.

0303 - THE ENTIRE DISTURBED AREA SHALL BE TOP-SOILED USING 3" OF SELECTED MATERIAL AND RE-GRASSED TO SCDOT SPECIFICATIONS.

0306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

0308 - WORK SHALL NOT BE PERFORMED DURING THE HOURS OF 7-9 AM OR 4-6 PM.

0310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.

0311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.

0312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.

0316 - ALL NON-PERMITTED OBJECTS ON THE RIGHT-OF-WAY, WHICH MUST BE REMOVED, SHALL NOT BE REPLACED ON THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION OF THE DEPARTMENT.

0318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.

0320 - ALL DEBRIS TO BE CLEARED FROM THE RIGHTS-OF-WAY WITHIN TEN (10) DAYS.

Application for Encroachment Permit

S.C. Department of Transportation
Form 637 (Rev 09/2015)

Contact Information

Applicant:

Street:

City:

State: Zip Code:

Phone: Fax:

Email:

Contact:

Project Location

Primary County:

County	Road Name
<input type="text" value="Spartanburg"/>	<input type="text" value="E Kennedy St (S-1767)"/>
<input type="text" value="Spartanburg"/>	<input type="text" value="Union St (S-39)"/>

1. Type of Encroachment: MUNICIPALITY / LOCAL FUNDED PROJECT

This project extends the Mary Black Rail Trail approximately 0.7 miles from the existing Mary Black Rail Trail trailhead at Henry Street into Downtown Spartanburg. A 12-foot wide shared use path will be constructed along the east side of Union Street, cross Kennedy Street, and continue west along the north side of Kennedy Street to Converse Street. At the intersection of Kennedy Street and Converse Street the shared use path will convert to a two-way protected bike lane (cycle track)(CONTINUED ON ADDENDUM)

2. Description of Location:

The project corridor is approximately 0.7 miles in length and is located along Converse, Kennedy, and Union Streets in Downtown Spartanburg. The project area extends for the existing Mary Black Rail Trail trailhead at Henry Street onto northbound Union Street (S-39) for approximately 775 feet to Kennedy Street. The project corridor continues along Kennedy Street (S-1767) for approximately 650 feet to Converse Street. The project then continues along northbound Converse Street for approximately 1,775 feet to St. John Street. (CONTINUED ON ADDENDUM)

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

Customer Agreement

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. **DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein.

Applicant's Name: Date: 3.1.2021

Applicant's Sig: (Please print or type)  Title:


For Office Use Only

For Office Use Only

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

See Attached Special Provision and/or Permit Requirements

NPDES Permit
Nbr:

 Digitally signed by Benjamin G. Olson
Date: 2021.03.09 08:38:09 -05'00'

(Date received by res. Maint. Engr.)

(SCDOT Approval)

(Date)



South Carolina Department of Transportation
On Behalf of the **Federal Highway Administration - South Carolina Division Office**



PROCESSING FORM FOR PROGRAMMATIC CATEGORICAL EXCLUSIONS
NON MAJOR FEDERAL ACTIONS

State File #		Fed Project #		Project ID	P028136	Route	Various	County	Spartanburg
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Programmatic Type: CE-A

Project Name/Description

Mary Black Rail Trail Extension:

This project will extend the existing Mary Black Trail (a segment of the Palmetto Trail) from its present north terminus at East Henry Street to Barnett Park located 0.65 miles away on St. John Street. Majority of project work is within existing right-of-way and consists of installations of bike/ped lanes, crosswalks, and some landscaping. This project is a segment of the Hub City Passage which is a component of the Palmetto Trail passing through the urban area of the City of Spartanburg. When the segment is completed it will provide a continuous 12-mile pathway of greenways, bicycle lanes and safe, signed sidewalks through the City of Spartanburg. See attached graphics for depictions of the proposed improvements and their respective locations.

Categorical Exclusion Type A (Programmatic)

The following actions meet criteria for CEs in the CEQ Regulation (Section 1508.4) and are contained in 23 CFR Part 771.117(c). These types of projects do not require any further NEPA approvals by the Administration (FHWA) and can be processed as a CE Type A per the Programmatic Agreement dated December 18, 2007, between the South Carolina Department of Transportation (SCDOT) and the Federal Highway Administration South Carolina Division Office (FHWA-SC).

Projects listed below relate to highway construction and will be classified as a Categorical Exclusion Type A (CE-A). Check the Appropriate Action:

- Approval of utility installations along or across a transportation facility.
- Construction of bicycle and pedestrian lanes, paths, and facilities.
- Activities included in the State's Highway Safety Plan under 23 U.S.C. 402.
- Transfer of Federal lands pursuant to 23 U.S.C. 317.
- Installation of noise barriers or alterations to exiting publicly owned buildings to provide for noise reduction.
- Landscaping.
- Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning where no substantial land acquisition or traffic disruption will occur.
- Emergency repairs under 23 U.S.C. 125

CE-A Processing Form Continued:

<input type="checkbox"/>	Acquisition of scenic easements.
<input type="checkbox"/>	Determination of payback under 23 U.S.C 156 for property previously acquired with Federal-aid participation.
<input type="checkbox"/>	Improvements to existing rest areas and truck weigh stations.
<input type="checkbox"/>	Ridesharing activities.
<input type="checkbox"/>	Bus and rail car rehabilitation
<input type="checkbox"/>	Alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons.
<input type="checkbox"/>	Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.
<input type="checkbox"/>	The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.
<input type="checkbox"/>	Track and railbed maintenance and improvements when carried out within existing right-of-way.
<input type="checkbox"/>	Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.
<input type="checkbox"/>	Promulgation of rules, regulations, and directives.
<input type="checkbox"/>	ITS projects. Deployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency or safety of a surface transportation system.
<input type="checkbox"/>	Pavement resurfacing (no shoulder or ditch work).

The above described project has been reviewed based on the information contained in the engineer's Project Planning Report (PPR), and it has been determined that the project meets the criteria set forth in the Programmatic Categorical Exclusion Agreement signed by FHWA and SCDOT. It is understood that any additions/deletions to the project may void environmentally processing the project as presently classified; consequently, any engineering changes must be brought to the attention of SCDOT Environmental Services immediately. The project's CE classification should be shown in the remarks section on the Letter of Request for Authorization Form (PS Form 39) for right-of-way and/or construction for concurrence by FHWA. A copy of this form is included in the project file and one (1) copy has been provided to FHWA.

Prepared By: David P. Kelly 

Date: 3/14/2016

Primavera: Yes No