



COLLETON COUNTY
SOUTH CAROLINA

Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504

**BID: CTC-17 GADSDEN LOOP NEIGHBORHOOD
REVITALIZATION SIDEWALK PROJECT**

Due: Thursday, July 15, 2021 @ 11:00am

EMAIL YOUR RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

Table of Contents

A. OVERVIEW.....	3
B. SCOPE OF WORK.....	3
C. INSTRUCTIONS TO BIDDERS	4
D. SELECTION CRITERIA	5
E. SPECIFIC TERMS AND CONDITIONS.....	5
F. GENERAL CONTRACTUAL REQUIREMENTS	7
G. LPA REQUIRED PROVISIONS – SCDOT.....	10
H. SPECIAL PROVISIONS – UTILITY RELOCATION NO. 1 & 2	11
I. SUPPLEMENTAL SPECIFICATIONS – UTILITY RELOCATION NO. 1 & 2..	112
J. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – SPECIAL PROVISIONS.....	13
K. BID FORMS	14
L. BID DRAWINGS.....	21
M. RIVERS STREET DRAINAGE DRAWINGS	22

A. OVERVIEW

Colleton County, South Carolina (the "County") requests bids from qualified licensed contractors for a sidewalk project along Smith Street (S-15-259), Peurifoy Road (S-15-295), and Robertson Blvd (S-15-159), approximately 5000 LF, in Walterboro, SC. All prospective bidders must be on the current South Carolina Department of Transportation (SCDOT) Prequalified Prime Contractor List prior to bidding.



Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be submitted via email to ***Carla Harvey, County Engineer at charvey@colletoncounty.org*** no later than **11:00AM on Thursday, July 8, 2021**. Answers to all questions will be posted on the County website as addendums to this bid.

B. SCOPE OF WORK

The scope of this contract consists of clearing & grubbing a pathway in a prescribed alignment within the right-of-way to allow for grading a defined width of subgrade to construct a concrete sidewalk. It also includes the striping of existing pavement for proposed crosswalks at existing roadway crossing points

within the route. The sidewalk will be on the eastern side of Robertson Blvd and the western side of Peurifoy Rd. The existing ditches along Smith Street hold water and must be regraded to promote positive flow.

It will be the responsibility of the contractor to coordinate with the local utility providers and for making the necessary adjustments. All road work is to be performed within the existing or obtained Right-of-Way of the road and construction easements.

Some or all the funding for this project is being provided by a Community Development Block Grant and a Transportation Alternative Grant, therefore all federal CDBG and SCDOT LPA requirements will apply to the contract.

This contract is a unit price contract.

C. INSTRUCTIONS TO CONTRACTOR

1. The submittal must include **one (1) original BID** response marked as original along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, responders must use the Bid Form included in the specifications.
2. All bids are due by **11:00am on Thursday, July 15, 2021. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.**
3. It is the contractor's sole responsibility to ensure that solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of BID submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

A "No Response" qualifies as a response; however, it is the responsibility of the Contractor to notify the County if you receive solicitations that do not apply.

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the estimated quantities on the Bid Form. The County reserves the right to accept or reject all bids if deemed to be in the best interest of the County to do so.

E. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
2. **RESPONDENTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Firm's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn before the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instructions to Contractor, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 90 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful contractor will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a bid, the contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.
10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. If such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future BID's until the assessed charge has been satisfied.

11. HOLD HARMLESS: All respondents to this BID shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for bids. Colleton County also reserves the right to seek clarifications, negotiate with any firm submitting a response, reject any or all responses with or without cause, and modify the procurement process and schedule.
12. CANCELLATION: If this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this BID in their entirety except as amended or superseded within. This ordinance can be found at: <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be just cause for rejection. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.
17. SUBSTANTIAL COMPLETION: 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 only remaining work to be performed being punch list items. Substantial Completion for this project must be within 120 days of NTP. Liquidated Damages shall be assessed per Section 108.9 of SCDOT's Specifications for Highway Construction.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. **CONTRACTOR'S COOPERATION:** The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters on this contract.
3. **RESPONSIBILITY:** The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION/SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, contractor, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by the Firm (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, the Firm shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** The Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning news releases, only the name of the County, type, and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS:** In case of failure to deliver goods per the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:**
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the Contractor.
 - a. **Termination for Convenience:** If this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- b. Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.
 - c. The County shall be obligated to reimburse the Contractor only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. GOVERNING LAWS: Any contract resulting from this request for bids shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. BONDS: Bid (5% of bid amount), Payment, and Performance Bonds are required for this BID.
16. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County according to this contract shall belong exclusively to the County.
17. INSURANCE: Colleton County will require the following to remain in force at all times through the life of the contract:

Workers' Compensation - \$100,000 – each accident
 Statutory Coverage and Employer's - \$100,000 for each employee
 Liability - \$500,000 – policy limit

Comprehensive General Liability -\$2,000,000 – bodily injury each occurrence
 \$2,000,000 – bodily injury aggregate
 \$2,000,000 – property damage each occurrence
 \$2,000,000 – property damage aggregate
 Products-Completed Operations - \$1,000,000 – aggregate
 Business Auto Liability – Same as Comprehensive General Liability
 Excess or Umbrella Liability - \$2,000,000

Colleton County will be named as an "additional insured" party

G. LPA REQUIRED PROVISIONS – SCDOT

(Begins Next Page)

TABLE OF CONTENTS

(1) STANDARDS AND REFERENCES:.....3

(2) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:3

(3) DIVISION 100: STANDARD DRAWINGS:.....3

(4) DIVISION 100: MOST RECENT EFFECTIVE UPDATES:3

(5) DIVISION 100: IMMINENT STANDARD DRAWINGS:.....5

(6) DIVISION 100: STANDARD DRAWING ERRATA:5

(7) SECTION 101: SUBSTANTIAL COMPLETION OF WORK8

(8) SECTION 105: BRIDGE INSPECTION ACCESS8

(9) SECTION 106: TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT:9

(10) SECTION 106: QUALIFIED PRODUCT LISTINGS9

(11) SECTION 106: SOUTH CAROLINA MINING ACT:.....9

(12) SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:10

(13) SECTION 107: APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES:10

(14) SECTION 107: CRANE SAFETY:.....10

(15) SECTION 107: REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS:.....10

(16) SECTION 107: DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOALS AND REQUIREMENTS:10

(17) SECTION 107: LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS:10

(18) SECTION 107: DBE PARTICIPATION:10

(19) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS.....10

(20) SECTION 107: CARGO PREFERENCE ACT REQUIREMENTS:11

(21) SECTION 107: IRAN DIVESTMENT ACT:11

(22) SECTION 107: PROJECT BULLETIN BOARDS:12

(23) SECTION 208: FINE GRADING:.....12

(24) SECTION 305: MAINTENANCE STONE:12

(25) SECTION 401: LIQUID ASPHALT BINDER AND ADDITIVES:.....12

(26) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:12

(27) SECTION 401: SLOPED EDGE LONGITUDINAL SHOULDER JOINTS:.....13

(28) SECTION 401: MATERIAL FOR FULL DEPTH PATCHING:.....13

(29) SECTION 401: REMOVAL OF EXISTING ASPHALT PAVEMENT BEFORE PATCHING:13

(30) SECTION 403: PAVING OF DRIVEWAYS:13

(31) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:.....13

(32) DIVISION 600: TRAFFIC CONTROL:13

(33) DIVISION 600, ETAL.: ADHESIVELY BONDED ANCHORS AND DOWELS:.....13

(34) DIVISION 600: TRAILER MOUNTED AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM 14

(AFAD):14

(35) DIVISION 600: WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS FOR CONTRACTORS / SUBCONTRACTORS:14

(36) SECTION 605: PERMANENT CONSTRUCTION SIGNS:.....14

(37) SECTION 610: WORK ZONE TRAFFIC CONTROL PROCEDURES:14

(38) SECTION 627: THERMOPLASTIC PAVEMENT MARKINGS:.....15

(39) SECTION 702: CONCRETE STRUCTURES – PREFORMED JOINT FILLER:15

(40) SECTION 714: SMOOTH WALL PIPE:.....15

(41) SECTION 714: PIPE END TREATMENTS (2/5/2010)17

(42) SECTION 815: EROSION CONTROL MEASURES:19

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION20

SOUTH CAROLINA MINING ACT25

APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES26

CRANE SAFETY27

REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS28

TABLE OF CONTENTS

REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS	28
DISADVANTAGED BUSINESS ENTERPRISES (DBE) -- FEDERAL PROJECTS	33
LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS.....	44
FINE GRADING	45
ASPHALT BINDER AND ADDITIVES	47
TRANSPORTATION AND DELIVERY OF MIXES	48
SLOPED EDGE LONGITUDINAL SHOULDER JOINTS	49
MATERIAL FOR FULL DEPTH PATCHING.....	50
REMOVAL OF EXISTING ASPHALT PAVEMENT BEFORE PATCHING	51
TRAFFIC CONTROL	52
ASSISTANCE BY HIGHWAY PATROL AND LOCAL LAW ENFORCEMENT.....	55
ADHESIVELEY BONDED ANCHORS AND DOWELS.....	56
AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM (AFAD).....	60
TRAINING REQUIREMENTS FOR CONTRACTORS / SUBCONTRACTORS)	65
THERMOPLASTIC PAVEMENT MARKINGS.....	68
EROSION CONTROL MEASURES	70
DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET	72
GENERAL DECISION NUMBER SC34.....	73
GENERAL DECISION NUMBER SC35	77
GENERAL DECISION NUMBER SC36.....	82
GENERAL DECISION NUMBER SC37	87
GENERAL DECISION NUMBER SC38.....	92
GENERAL DECISION NUMBER SC39	97
GENERAL DECISION NUMBER SC40.....	103
REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS.....	108
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS	119

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 engrpubsales@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.

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS			
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 :

SPECIAL PROVISIONS

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 "Riprap (Bridge End)" with:

Riprap (Bridge End)

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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.

SPECIAL PROVISIONS

(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 15 %

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:

SPECIAL PROVISIONS

- 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 thiscontract."

(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

SPECIAL PROVISIONS

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 Contract 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**.

- (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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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.

SPECIAL PROVISIONS

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
714XXXX	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.

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.

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.

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 COMMITTAL

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

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

SUPPLEMENTAL SPECIFICATIONS

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

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

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

- (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."

SUPPLEMENTAL SPECIFICATIONS

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

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

2. REPLACEMENT OF CERTIFIED DBES

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

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

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

SUPPLEMENTAL SPECIFICATIONS

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.

SUPPLEMENTAL SPECIFICATIONS

- (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,

SUPPLEMENTAL SPECIFICATIONS

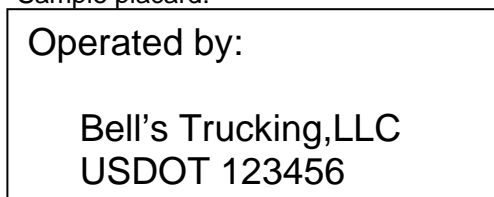
b) The DBE leases the truck under a valid lease-to-own agreement and the driver of the truck is an employee of the DBE.

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.

SUPPLEMENTAL SPECIFICATIONS

- (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 administrating the DBE program and promoting an inclusive DBE program.

e. After approval of the DBE Utilization Plan, PROPOSER may begin submitting DBE Committal Sheet.

2. Establishing DBE Committals

a. The PROPOSER shall aggressively implement the approved DBE Utilization Plan by submitting DBE Committal Sheets listing specific DBE firms to carry out the identified work elements. The use of DBE firms and the information to be provided on the DBE Committal Sheet shall be as instructed in Part A above. The PROPOSER's Final DBE Committal Sheet with signed quotes on DBE company letterhead must be submitted and approved 30 calendar days prior to beginning of construction activities. Failure to meet this deadline may result in withholding progress payments. Construction activity will not begin until all DBE committals sheets are approved by SCDOT.

b. If the Final DBE Committal Sheet falls short of the DBE contract goal, the PROPOSER shall comply with the good faith efforts procedures in accordance with Part A above, with the exception that the good faith information is due within three (3) business days following the submission of final DBE committal sheet.

3. Progress Review Meetings / Monthly Updates

a. Implementation of the DBE Utilization Plan shall be a discussion point during each progress review meeting until such time as the SCDOT deems it a closed issue.

b. The DBE liaison officer shall attend all progress review meetings (in person or via teleconference).

c. PROPOSER's failure to submit monthly updates or if the SCDOT believes the efforts of the PROPOSER in implementing the DBE Utilization Plan are insufficient. PROPOSER may incur sanctions as outlined in Part B above. The SCDOT's approval date of the DBE Utilization Plan will establish the date for which monthly updates are required of the PROPOSER.

d. PROPOSER shall provide copies of executed DBE subcontracts when executed.

4. PROPOSER's Obligation Post DBE Committal

a. Once a firm is listed on the DBE Committal sheet, the PROPOSER shall administer the subcontract with the firm in accordance with the instructions provided in Part B(1).

b. Proposer must invite all sub-contractors to the pre-construction/partnering session(s).

c. PROPOSER, for itself, for its design build team, and for its subcontractors and suppliers, whether certified DBE firm or not, commits to complying fully with all federal and state DBE provisions and agrees to assume these contractual obligations and to bind the design build team contractually to the same at the PROPOSER's expense.

SUPPLEMENTAL SPECIFICATIONS

SCDOT Project Number _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled “Disadvantaged Business Enterprises (DBE) Supplemental Specification” included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. FOR DESIGN BUILD PROJECTS, FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

¹ Name & Address of DBE's (Sub-contractor/Sub-consultant or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

Total amount committed \$ _____ TOTAL COMMITTAL FOR THIS CONTRACT: _____%

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent – show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price – show unit price quoted by DBE.
- ⁵ Dollar Value – extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____

Prime Contractor Name

day of _____, 20

_____(SEAL)

By: _____
Signature of Prime Contractor Representative

Notary Public for _____

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 PITSA. 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

1

Waiver or modification of these restrictions or the established hourly lane closure prohibition hours shall require approval from either the Deputy Secretary of Engineering, the Chief Engineer for Operations, or the Chief Engineer for Project Delivery. When requesting such a waiver or modification of these restrictions, submit the request to the RCE no less than 30 calendar days prior to the day in question. The Department reserves the right to approve, deny, and/or rescind waivers at its discretion. The Department reserves the right to suspend a lane closure, road closure, shoulder closure, pacing operation or any other operation if the RCE determines a delay or a resulting traffic backup is excessive.

July1, 2018

ASSISTANCE BY HIGHWAY PATROL AND LOCAL LAW ENFORCEMENT**Subsection 610.4.5.2, Temporary Road Closures, Requirements, of the Standard Specifications:**

Replace Paragraph 2 with the following:

- ² Use the assistance of the South Carolina Highway Patrol or local law enforcement when it is necessary to stop traffic. Coordinate the traffic control with the RCE and either the Highway Patrol or local law enforcement agency.

Subsection 610.4.7.2, Pacing Operation, Requirements, of the Standard Specifications:

Replace Paragraphs 2 and 3 with the following:

- ² Use the assistance of the South Carolina Highway Patrol or local law enforcement when it is necessary to implement a pacing operation. Coordinate the traffic control with the RCE and either the Highway Patrol or local law enforcement agency.
- ³ Assistance from the South Carolina Highway Patrol or local law enforcement is required when a pacing operation is implemented. Have Highway Patrol troopers or local law enforcement officers intercept traffic in advance of the project site at a distance sufficient to provide a work period of 20 minutes or less. Close all on-ramps within the affected area in advance of the project site until the queue of controlled traffic has passed. Station Highway Patrol troopers or local law enforcement officers at the point of closure of each on-ramp.

Subsection 611.4.5.2, Installation and Removal of Overhead Signs and Structures, Requirements,

of the Standard Specifications: Replace Paragraph 4 with the following:

- ⁴ Use assistance from the South Carolina Highway Patrol or local law enforcement when it is necessary to stop or pace traffic. Coordinate the traffic control procedure with the RCE and either the Highway Patrol or local law enforcement agency as necessary.

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.

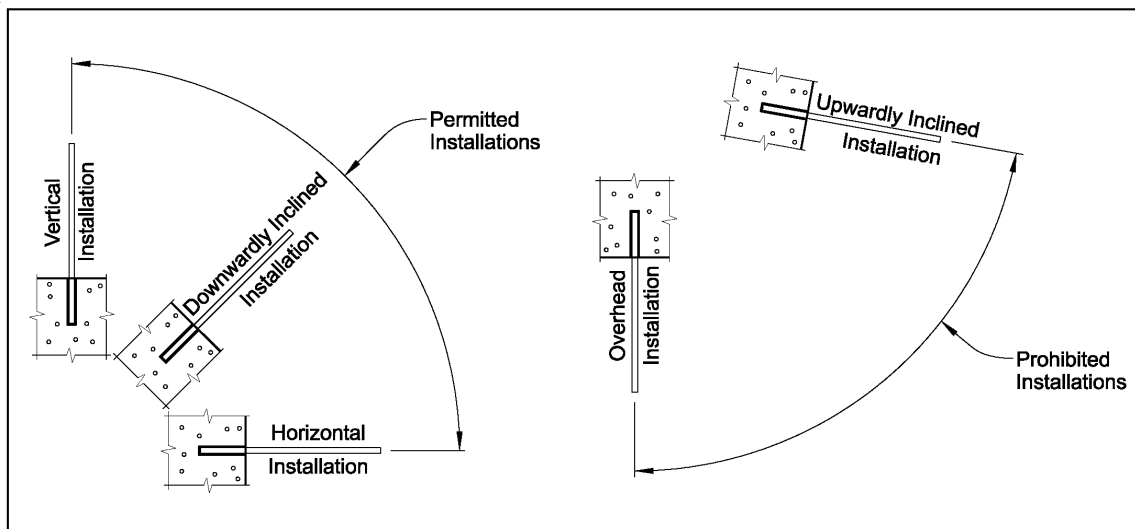


Figure 1.1

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.

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) By: _____

Notary Public for _____

My commission expires: _____ 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.

=====

END OF GENERAL DECISION

General Decision Number: SC20210035 01/01/2021 SC35

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

Superseded General Decision Number: SC20200037

State: South Carolina

Construction Type: Highway

Counties: Anderson, Greenville, Laurens, Pickens, Spartanburg and York 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

SUSC2011-035 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.44	
CEMENT MASON/CONCRETE FINISHER...	\$ 12.64	
IRONWORKER, REINFORCING.....	\$ 15.02	

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)).

 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: 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 Aspalt 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).

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: 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)).

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

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 (<https://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.

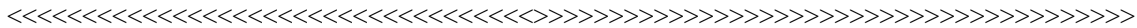
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification 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).

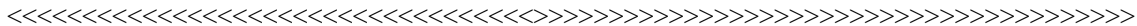


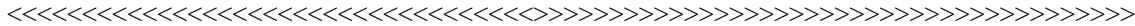
ESTABLISHMENT OF A DRUG FREE WORK PLACE

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:**

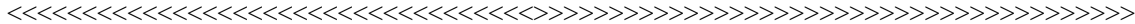
- (a) **(HAVE / HAVE NOT)** developed and filed an Affirmative Action Program pursuant to 41 C.F.R. §60-2;
- (b) **(HAVE / HAVE NOT)** participated in a previous contract or subcontract subject to the equal opportunity clause;
- (c) **(HAVE / HAVE NOT)** filed with the Joint Reporting Committee, the 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

H. SPECIAL PROVISIONS – UTILITY RELOCATION NO. 1 & 2

(Begins Next Page)

SECTION 105: IN-CONTRACT WATER LINE RELOCATION:

The Contractor is hereby advised that this project contains in-contract utility relocations.

The Contractor shall be responsible for locally lowering the waterlines as shown at the locations identified within the Construction Document's as an in-contract relocation and should be bid accordingly.

The Contractor shall utilize the pre-approved Water Line Bedding/Crossing Detail and Water Line Obstruction Bypass Detail as illustrated in this Special Provision.

The City of Walterboro (City) personnel shall be notified by the Contractor a minimum of seven (7) days in advance of any water relocation services. No relocation activities shall commence until the City of Walterboro has provided notification to affected customers to any possible service interruptions.

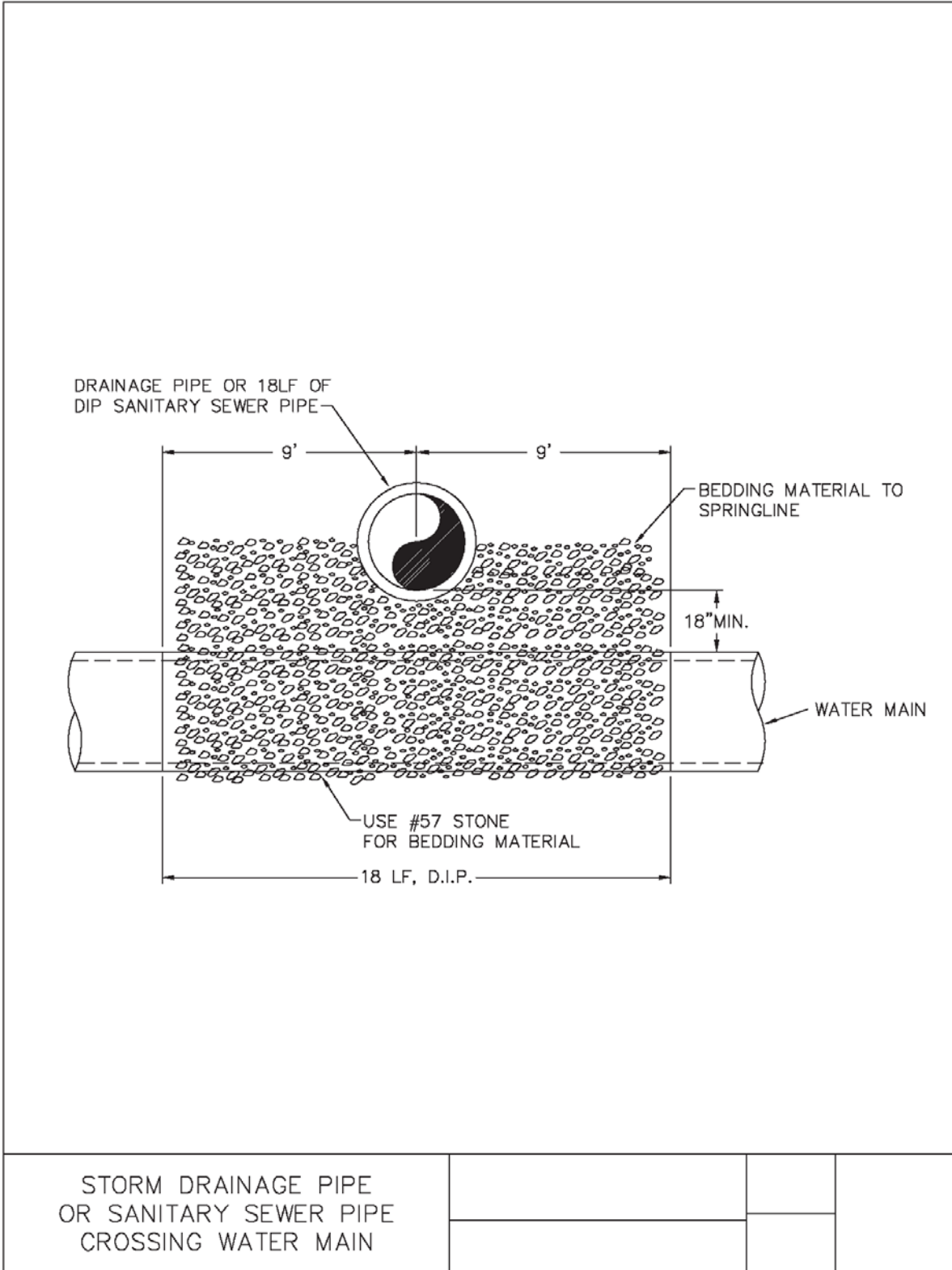
The Contractor shall not operate any valves. Only the City of Walterboro staff may operate valves for isolation of the system.

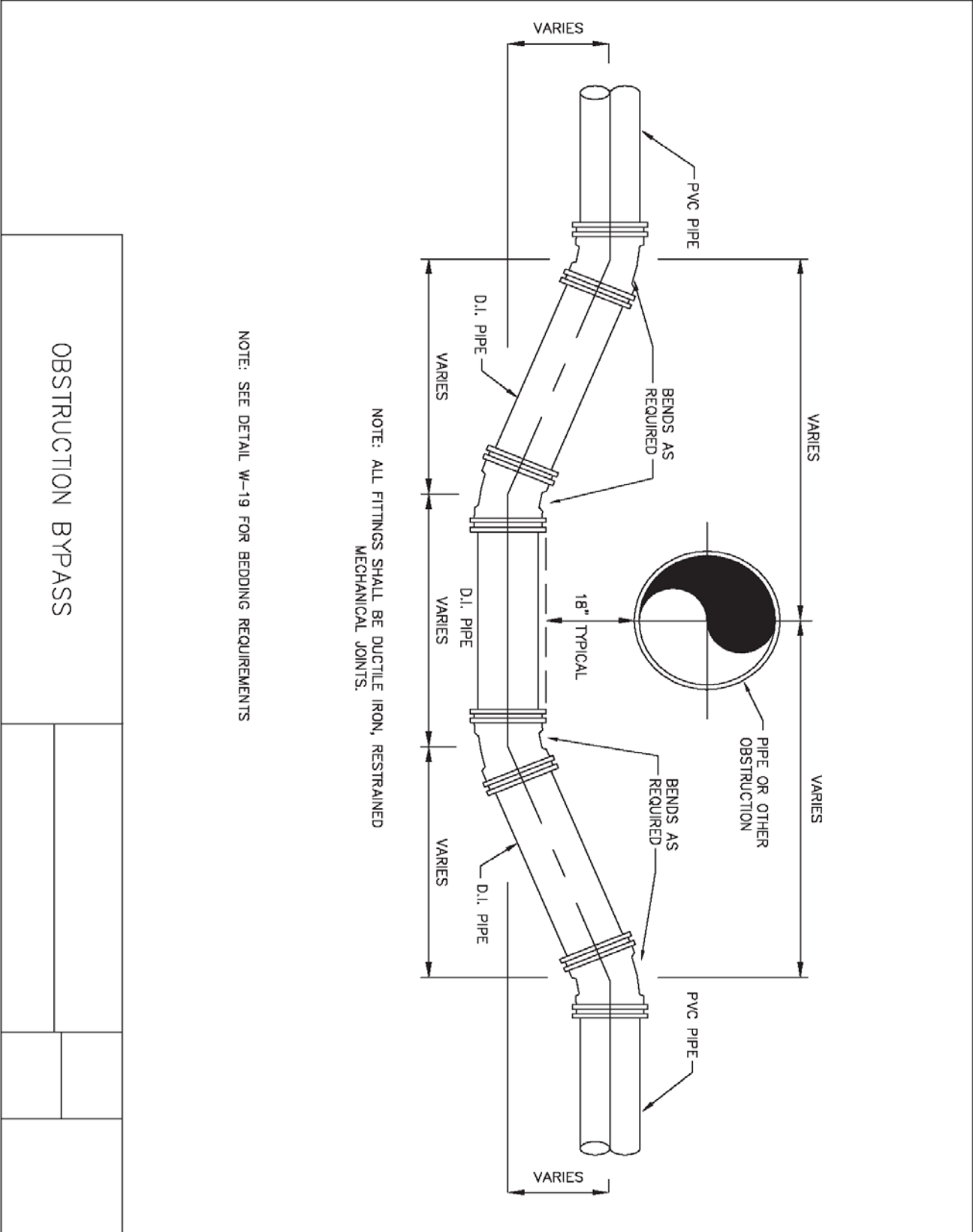
The City of Walterboro personnel must be onsite during any water relocation activities.

The Contractor shall be responsible for any flushing, cleaning and testing of the new water line relocations. The City of Walterboro personnel shall be present during the testing and inspection.

The Contractor shall bid on the in-contract utility relocation as noted above and should include all coordination, labor, manpower, materials, equipment, etc. to complete the project as directed by the Engineer. The Unit Price for this item is UTILITY RELOCATION NO. 1 & 2- 1052000.

SPECIAL PROVISIONS





OBSTRUCTION BYPASS

I. SUPPLEMENTAL SPECIFICATIONS – UTILITY RELOCATION NO. 1 & 2

(Begins Next Page)

SECTION 02700

WATER DISTRIBUTION SYSTEMS

GENERAL

The Contractor is to see the Special Provision for In-Contract Water Line Relocation with the City of Waltherboro for this work and its associated details.

1.01 SECTION INCLUDES

- A. Water main piping, fittings, and accessories.
- B. Pressure testing and sterilization.

1.02 RELATED SECTIONS

- A. Section 00800 – General Requirements
- B. Section 02100 - Excavation C.
Section 02200 - Backfilling.
- D. Section 02300 - Trenching.

1.03 STANDARDS – The standards listed below are included in this specification by reference. Specifications cited shall refer to the latest standards revision under the same specification number, or to superseding specifications under a new number, except for provisions in revised specifications, which are clearly inapplicable.

- A. AWWA/ANSI C150/A21.50 - Thickness Design of Ductile-Iron Pipe.
- B. AWWA/ANSI C151/A21.51 - Ductile - Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water and other Liquids.
- C. AWWA/ANSI C104/A21.4 - Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- D. AWWA/ANSI C111/21.11 - Rubber Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.
- E. AWWA/ANSI C110/A21.10 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and other Liquids.

- F. AWWA/ANSI C105/A21.5 - Polyethylene Encasement for Ductile Iron Pipe Systems.
- G. AWWA C600 - Installation of Ductile-Iron Water Mains and their Appurtenances.
- H. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12".
- I. AWWA C905 – Polyvinyl Chloride (PVC) Pressure Pipe, 14" through 48".
- J. ASTM D 2241 - Poly Vinyl Chloride (PVC) Pressure Pipe. K. AWWA C502 - Dry Barrel Fire Hydrants.
- L. AWWA C508 - Swing-Check Valves for Waterworks Service, 2" through 24" NPS.
- M. AWWA C509 - Resilient Seated Gate Valves for Water and Sewerage Systems.
- N. AWWA C906 - Polyethylene (PE) Pressure Pipe and Fittings, 4" through 63" for water distribution.
- O. AWWA M23 - PVC Pipe Design and Installation.
- O. ASTM D 2774 - Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.
- P. AWWA C651 - Disinfecting Water Mains.

1.04 REGULATORY REQUIREMENTS

- A. Conform to all applicable SCDHEC Regulations for materials and installation for Water Construction.
- B. All materials/products that contact potable water must be third party certified as meeting ANSI/NSF 61. The certifying party shall be accredited by ANSI/NSF.
- C. All pipe, fittings, packing, jointing materials, valves, and fire hydrants shall conform to AWWA Standards, Section C.

1.05 SPECIAL DESIGN ISSUES

- A. Soil or Groundwater Contamination – Water mains shall be designed to avoid installation within contaminated areas where feasible. Unavoidable installations

within a contaminated area shall utilize ductile iron pipe with chemical resistant gaskets.

B. Wastewater treatment systems – Water mains shall not be installed within 25-feet (horizontally) of any wastewater spray field or drain tile field. C. Water-body crossing:

1. All water mains that cross above a water body shall be readily accessible, adequately supported, anchored, and protected from freezing. Crossing above a water body shall only be allowed as shown on the plans or specified by the Engineer.
2. All water mains that cross beneath a water body shall be installed with a minimum of 3-feet of cover below the channel. Crossings greater than 15-feet wide shall be designed using ductile iron pipe with joints designed to accommodate anticipated deflection or movement. Directional drilled crossings may be installed using HDPE as specified and directed by the Engineer. (see Section 00900 and Section 13010) Valves shall be located at an accessible location (flood proof) on each side of the crossing. A properly sized blow-off shall be installed on the crossing side opposite from the water supply.

1.06 SUBMITTALS - Submit the following in accordance with Section 00800.

A. Submit product data for pipe, fittings, joints, valves, fire hydrants, and accessories.

1.07 DELIVERY, STORAGE AND HANDLING

A. Inspect materials delivered to the site for damage. Unload and store with minimum handling. Store materials on site in enclosures or under protective covering. Store plastic piping and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep insides of pipe, fittings, valves and hydrants free of dirt and debris.

B. Handle pipe, fittings, valves, hydrants and other accessories in a manner to ensure delivery to the trench in a sound, undamaged condition. Take special care to avoid injury to coatings and linings on pipe and fittings; make satisfactory repairs if coatings or linings are damaged.

PRODUCTS

2.01 MANUFACTURERS

- A. Pipe and Fittings
 - 1. U.S. Pipe
 - 2. Griffin Pipe Products Company.
 - 3. American Cast Iron Pipe Company.
 - 4. McWane Cast Iron Pipe Company.
 - 5. J M Eagle

- B. Valves
 - 1. DeZurik.
 - 2. Clow Corporation.
 - 3. Mueller Company.
 - 4. M & H.
 - 5. Rockwell International.

- C. Substitutions: Under provisions of Section 00800.

2.02 GENERAL

- A. These specifications shall apply to the materials to be furnished and installed to complete the water line installation in accordance with the drawings.

- B. All pipe and fittings shall be of the class and type as indicated on the drawings and/or proposal and designated herein.

- C. The Engineer shall not permit intermixing of different types of pipe unless specified on the drawings or with approved written permission.

- D. All pipe shall be new, of first quality with smooth interior surfaces, free from cracks, blisters, honeycombs and other imperfections, and true to theoretical shapes and forms throughout the full length. Previously used pipe shall not be allowed.

- E. All pipe shall be subject to the inspection by the Engineer at the pipe plant, trench, or point of delivery, for purpose of culling and rejecting of any pipe (independent of laboratory test), which does not conform to the requirements of these specifications. The Engineer shall mark such pipe, and the Contractor shall remove it from the project site upon notice being received of its rejection.

- F. All water main materials shall conform to one or more of the specifications cited for each material classification noted below.

- G. Lubricants, natural rubber or other material which will support microbiological growth shall not be used on any pipe, fitting, valve, meter, etc. that may be exposed to potable water.

H. Vegetable shortening shall not be used to lubricate pipe, gaskets, or joints.

2.03 WATER MAIN MATERIALS

A. Ductile Iron Pipe:

1. Pipe sizes 12" and under shall be Pressure Class 150, 14" and greater shall be Pressure Class 250 or better. All ductile iron pipes shall be cement mortar lined and conform to the following standard specifications: AWWA/ANSI C104/A21.9, AWWA/ANSI C151/A21.51.
2. Pipe shall be Mechanical, Push-on, Flanged, or Boltless ball joint (as needed or as shown on the plans) and conform to standard AWWA/ANSI C111/A21.11.
3. Boltless ball joints shall lock and be watertight and permit a deflection of up to 15 degrees. The locking device shall include a spherical socket, spherical retainer and locking wedge.
4. All pipe material, solder and flux, shall be lead free (less than 0.2 percent lead in solder and flux, and not more than a weighted average of 0.25% lead in wetted surfaces of pipes, pipe and plumbing fittings and fixtures.

B. Polyvinyl Chloride (PVC) Pipe:

1. PVC Pressure Pipe shall be in accordance with the requirements of ASTM D 2321, latest revision; ASTM D 2241, latest revision; ASTM D 1784, latest revision; and shall bear the National Sanitation Foundation Seal.
2. Pipe 4 inches through 12 inches in diameter shall be Class 150 - C900 (AWWA C900) or as noted on the proposal.
3. Pipe larger than 12 inches in diameter shall be Class 165 - C905 (AWWA C905) or as noted on the proposal.
4. Pipe less than 4 inches in diameter shall be rated for 160 psi (SDR 26).
5. Rubber rings shall be of uniform solid cross-section and conform to ASTM D 1869 or the manufacturer's recommendations. Solvent weld pipe and fittings shall not be allowed.

C. Polyethylene (PE) Plastic Piping - Pipe and heat-fusion fittings shall conform to AWWA C906. HDPE pipe shall only be used as shown on the plans and specified under Section 00900 and Section 13010.

D. Alternate Pipe Materials – Pipe that is not specified herein such as asbestos cement, steel, etc. shall not be installed unless otherwise shown on the Plans, approved by the Engineer and approved within the SCDHEC construction permit.

E. Gate Valves:

1. Water main valves 12 inches in diameter and smaller shall be resilient seated wedge type gate valves (unless otherwise noted) and conform to AWWA Standard C509 as latest revised.
2. Gate valves shall be of the non-rising stem type with O-ring seals or the rising stem type (OS&Y) with conventional type packing.
3. Gates shall be encapsulated in rubber where exposed to line velocity, be field replaceable and provide a dual seal on the mating body seat.
4. Gate valves shall be furnished with flanged or mechanical joint type end connections.
5. Gate valves shall be epoxy coated, painted inside and out by the valve manufacturer.
6. All gate valves shall be equipped with a standard 2-inch square operation nut unless otherwise noted.
7. Gate valves shall be rated for 200-psi water working pressure and 400-psi hydrostatic test pressure.
8. Gate valves shall be Mueller, Clow, American Darling, M & H, or equivalent.

E. Butterfly Valves:

1. All butterfly valves shall be AWWA mechanical joint, BAW resilient seat butterfly valves.
2. Butterfly valves shall be epoxy coated, painted by the valve manufacturer.
3. Butterfly valves shall be used for water mains 14 inches in diameter and larger.
4. Butterfly valves shall be made to open to the left and shall have a 2" square operating nut upon the end of the stem with the direction arrow clearly and plainly cast thereon.

5. All butterfly valves shall be gear actuated. F. Tapping Sleeves &

Valves:

1. Tapping sleeves shall be JCM 432 all stainless steel or approved equivalent.
2. All tapping sleeves shall be for cast iron, ductile iron, or PVC pipe. (Unless otherwise noted.)
3. All tapping valves shall be Mueller model H-687 or equivalent.
4. Tapping valves shall have a standard 2-inch square operating nut.
5. All tapping valves shall be resilient seat valves.

G. Valve Box:

1. Valve boxes shall be at least 5 1/4" in diameter, cast iron, adjustable screw type, with extension to grade. Cast iron box shall have a heavy coat of bituminous paint.
2. As required, extension stems shall be provided to raise valve operating nut to 36 inches below grade.
3. Each valve box is to be mounted flush with the proposed grade.
4. Crushed stone backfill will be required between and around the valve and valve box.
5. Valve boxes in grassed areas shall have a pre-cast concrete collar mounted flush with the final grade.
6. Valve boxes in pavement areas shall be brought flush with the proposed pavement elevation.
7. Valve boxes to have the word "WATER" cast on the top cover. H.

Fire Hydrants:

1. Fire hydrants shall be traffic type, dry barrel, conforming to AWWA Standard C502 - "Fire Hydrant for Ordinary Waterworks Service", approved by the National Board of Fire Underwriters with National Standard Threads.
2. Hydrant shall have a breakaway barrel set for 3 feet of cover.

3. Hydrant shall be equipped with 6" mechanical joint bottom hub, strapping lugs, "O" ring seals and an operating stem with a 2-inch solid operation nut.
4. Main valve will be 5-1/4" and its seat shall have bronze-to-bronze threads into hydrant shoe.
5. Each hydrant shall have one 4 1/2" pumper connection and two 2 1/2" national standard threaded hose connections.
6. Hydrant shall be oil lubricated.
7. Hydrant shall be dry bonnet type and be provided with a drain outlet for draining when the valve is closed.
8. Hydrant shall open left and be rated at 150 psi working pressure and 300 psi test pressure.
9. Hydrants shall be as specified on the drawing details. I. Sleeve-Type

Mechanical Couplings:

1. The coupling shall consist of one middle ring flared or beveled at each end to provide a gasket seat; two follower rings; two resilient tapered rubber gaskets; and bolts and nuts to draw the follower rings toward each other to compress the gaskets.
2. The middle and follower rings shall be true circular sections free from irregularities, flat spots, and surface defects.
3. The middle ring shall be of cast iron and the follower rings shall be of ductile iron and conform to ASTM A47, and ASTM A 536, respectively.
4. Gaskets shall be designed for resistance to set after installation and shall meet the applicable requirements specified for mechanical joint gaskets in AWWA C111/A21.11.
5. Bolts shall be round-head square-neck type bolts, ANSI B18.5.1M and ANSI/ASME B18.5.2.2M with hex nuts.
6. Bolt shall be 5/8" in diameter.
7. Minimum number of bolts for each pipe size should be as follows: 4" - 4; 6" - 5; 8" - 6; 10" - 7; 12" and 14" - 8; 16" - 9; 18" - 10, 20" - 12; 22" - 13; 24" - 14.

8. Bolt holes in follower rings shall be of a shape to hold fast the necks the bolts used.
 9. Mechanically coupled joints using a sleeve-type mechanical coupling shall not be used except where pipeline is adequately anchored to resist tension pull across the joint.
- J. Tracer Wire for Non-Metallic Piping:
1. Provide blue-coated copper wire not less than 12" gauge in sufficient length to be continuous over each separate run of non-metallic pipe.
 2. All mains shall be detectable within 3-feet, using electronic locating equipment.

2.04 PIPE ACCESSORIES

- A. Fittings: All fittings shall be ductile iron, mechanical joint to suit pipe size and material in required tees, bends, elbows, reducers and other configurations required unless otherwise shown on drawings.
- B. Mechanical joint restraints shall be installed for all tees, bends, and plugs on all water lines larger than two inches. Mechanical joint restraints shall be installed on all fire hydrants and post hydrants. Refer to Section 3.11 for material and installation requirements. Concrete blocking shall not be used for thrust restraint.

2.05 WATER SERVICES

- A. Water services shall be as specified on the plans and standard detail drawings.
- B. Water services are to have a minimum of 30" of cover over the line.
- C. Plastic piping shall bear the seal of the national sanitation foundation for potable water service. Plastic pipe and fittings shall be supplied from the same manufacturer.
- D. Polyvinyl Chloride (PVC) plastic piping shall be SDR7 rating to provide 200 psi minimum pressure rating and meet the requirements of ASTM D 1785, Schedule 40; or ASTM D 2241. Pipe shall be "BLUE" in color. Pipe and fittings shall be of the same PVC plastic material. Solvent cement shall be in accordance with ASTM D 2564.

2.06 FILL MATERIAL

Continuous and uniform bedding shall be required within the trench for all pipe installations. Backfill material shall be placed and tamped in uniform layers around the pipe and to a sufficient height above the pipe for adequate protection and support. Rock or stone shall not

be placed within six inches of the pipe, except for the specified stone bedding material. Refer to Section 2200 and Section 2300 for material and installation requirements.

- A. Ductile Iron Pipe: Approved subsoil as specified in Section 02200.
- B. Polyvinyl Chloride (PVC) and High Density Polyethylene (HDPE) Plastic Pipe: Bed in accordance with bedding detail on the drawings using material specified in Section 02200.

EXECUTION

3.01 GENERAL

- A. The Contractor shall furnish all material and labor, and construct the water lines as shown on the drawings, including all clearing, grubbing, excavating, sheathing, backfilling, and other appurtenances.
- B. The work shall include all ditching, diking, pumping, bailing, draining, flushing, testing, and all provisions necessary to protect and maintain buildings, fences, water and gas pipes, drainage culverts, power and telephone lines and cables, and other structures.
- C. The Contractor shall be responsible for the cleaning away of all rubbish and surplus materials upon completion of the work required to build and put in complete working order the specified water lines and all structures appertaining thereto.
- D. All water lines and appurtenances shall be cleared of all foreign debris.
- E. Pipe shall be installed with standard cover depth of 36-inches unless otherwise directed by the Engineer. Minimum cover of 30-inches shall be maintained at all times. Thermoplastic piping shall not be installed with less than 30-inch cover under any circumstance.

3.02 ORDER OF WORK

- A. The Owner reserves the right to direct the Contractor as to which portions of work should be constructed first, and upon order of the Engineer to verify that any complete portion of work is as specified and acceptable for service.

3.03 HIGHWAYS, STREETS, AND PUBLIC PROPERTY

- A. The Contractor shall fully adhere to the State Highway Department Encroachment Permit while operating in any state right-of-way and all construction techniques shall comply with the current edition of the State Highway Department Standard Specifications and Traffic Control Manual.

- B. Through traffic shall be maintained at all times during construction of sewers across all streets and highways. If the open cut method is used, two separate cuts must be made and one lane of traffic must be open at all times.
- C. The Contractor shall obtain, by agreement with property owner, any additional space required for construction on private property at no cost to the Owner.

3.04 EXISTING UTILITIES AND STRUCTURES

- A. Any existing utilities, structures, monuments, etc. damaged by the Contractor shall be repaired or replaced by the Contractor at his own expense.
- B. The approximate positions of certain known underground lines are shown on the drawings for information only. Existing small service lines are not shown.

3.05 POTABLE WATER PROTECTION (SEPARATION OF WATER & SEWER LINES)

- A. Adequate provision shall be made for the protection of potable water supplies from possible leakage from sewers located near water lines.
- B. There shall be no physical connection between a public water supply system and a sewer system. No potable water main shall pass through or come into contact with any part of a sewer manhole.
- C. Where possible, sewer mains should be located at least ten (10) feet horizontally from existing or proposed water main then:
 - 1. Sewer will be laid in a separate trench, with the elevation of the top of the sewer main at least eighteen (18) inches below the bottom of the water main, or:
 - 2. Sewer will be laid in the same trench as the water main with the water main located on a bench of undisturbed earth, and with the elevation of the top of the sewer at least eighteen (18) inches below the bottom of the water main, or:
 - 3. If conditions prevent the eighteen (18) inch vertical separation, then the sewer will be laid under the water main and both the water and sewer shall be constructed of ductile iron pipe for a distance of ten (10) feet on each side of the crossing. The water and sewer lines will be pressure tested to assure water tightness prior to backfilling.
- D. When conditions require a sewer line to cross over a water main, both the water main and sewer line shall be constructed of ductile iron pipe for a distance of ten (10) feet

on each side of the crossing. The water and sewer lines will be pressure tested to assure water tightness prior to backfilling.

- E. Water/sewer line separation shall be in accordance with Section R61.58.4D (12) of the State Primary Drinking Water Regulations.
- F. When it is not possible to maintain the separation distances specified in the regulation above, the Engineer may allow an alternative design subject to approval from SCDHEC. The alternative design shall: 1. Maximize the distance between the water main and sewer line and the joints of each; 2. Use materials that meet the state regulatory requirement (R61.58.4) and 3. Allow adequate distance for maintenance and repairs on each line without causing damage to the other line.

3.06 CROSS CONNECTION CONTROL (BACKFLOW PREVENTION DEVICES)

- A. No water service connection shall be installed or maintained unless the water supply is protected from contamination as required by state and local regulation.
- B. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks where non-potable water or other contaminants may be discharged or drawn into the system.
- C. Bypassing a backflow prevention device shall not be allowed unless the bypass is also equipped with an equal, approved backflow prevention device.
- D. High hazard category, as determined by the Engineer, shall require an air gap separation or an approved reduced pressure principle backflow device.
- E. Reduced pressure principle devices shall be required in any area subject to flooding or water backup.
- F. All piping to the inlet of the backflow prevention device shall be suitable for potable water and shall be AWWA and/or NSF approved. Black steel shall not be allowed.
- G. Fire line sprinkler systems and dedicated fire lines shall be protected by an approved double check valve assembly device, unless the fire line/sprinkler system serves a high hazard category.

3.07 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fill material of fine aggregate.
- B. Remove large stones or other hard matter that could damage tile or impede consistent backfilling or compaction.

3.08 INSTALLATION - PIPE

- A. All pipe and fittings shall be protected during handling against impact shocks and free fall. Pipe and fittings shall be cleaned before they are laid, and shall be kept clean at all times.
- B. All pipe and fittings shall be carefully examined for defects and no piece shall be laid which is known to be defective. Before lowering, and while suspended, cast and ductile iron pipe may be gently tapped with a hammer to sound for cracks. Any defective, damaged, or unsound pipe shall be rejected.
- C. If any defective piece is discovered after having been laid, it shall be removed and replaced with a sound one at the Contractor's expense.
- D. The pipe shall be supported its full length by the uniform grade of the trench, and a bell hole shall be dug at each joint, said hole being of sufficient size to ensure the proper "making up" of each joint.
- E. The procedure in making up the pipe joints shall be performed in accordance with the recommendations of the manufacturer. All accessories used in making the joints shall be obtained from the manufacturer of the pipe.
- F. Pipe ends shall not be left open at the end of a day's work or during temporary suspension of construction, but shall be securely covered to prevent the entry of any water, earth, or foreign matter.
- G. Kinks or sharp bends giving excessive deflection or which put pipe joints in strain will not be permitted.
- H. When cutting short lengths of pipe, a pipe cutter will be used, and care will be taken to make the cut at right angles to the centerline of the pipe. In the case of "push-on" pipe, the cut ends shall be tapered with a portable grinder or coarse file to match the manufactured taper.
- I. Where the use of nuts, bolts, washers, rods, straps, and clamps are required due to the peculiarities of the installation, these items shall be installed and be of the size and dimension as shown on the drawings. After installation, and before backfilling, all the above items shall be painted with bituminous paint or coal tar enamel. In lieu of the above, accessories and fittings shall be provided using stainless steel or other non-corrosive metals.
- J. Any pipe, fitting, or accessory not meeting the specified AWWA/ASTM Standard shall not be used.

- K. Install pipe, fittings, and accessories in accordance with AWWA C600, ASTM D 2774, Section C AWWA Standards and manufacturer's instructions. Seal joints watertight.
- L. Place pipe on approved bedding in accordance with the drawings and specifications.
- M. Increase compaction of each successive lift. Do not displace or damage pipe when compacting.

3.09 INSTALLATION - VALVES

- A. Install gate valves in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix to AWWA C500.
- B. Make and assemble joints to gate valves as specified for making and assembling the same type joints between pipe and fittings.
- C. Crushed stone backfill must be installed around the valve and the valve box.

3.10 INSTALLATION - HYDRANTS

- A. Install hydrants in accordance with AWWA C600 for hydrant installation as indicated.
- B. Make and assemble joints as specified for making and assembling the same type joints between pipe and fittings.
- C. Bottom of hydrant must be restrained by use of tie-rods to adjacent fittings, concrete blocking, or other method approved by the Engineer.
- D. Install hydrants with the 4 ½" pumper outlet facing the nearest paved surface. If there is any question as to the direction the hydrant should face, contact the Owner or the Engineer.

- E. Base of hydrant must be backfilled with #2 stone washed of fines, or equivalent, to allow the drain holes adequate drainage.

3.11 INSPECTION

- A. All work done and materials furnished shall be subject to the inspection of the Engineer and his Inspector. The Engineer reserves the right to mark rejected materials to distinguish them as such.
- B. All improper work shall be reconstructed at the Contractor's expense.
- C. All materials that do not conform to the requirements of the specifications shall be removed and replaced with approved materials at the Contractor's expense.

3.12 MECHANICAL RESTRAINTS

- A. Lines shall have restrained joints at all tees, bends, plugs, crosses, valves, and hydrants or as directed by the Engineer.
- B. Acceptable methods for joint restraint shall be the use of metal tie-rods or EBAA Iron Inc., MEGALUG or equivalent.
- C. Retainers for pipe bells shall be required with the use of the MEGALUG restraints.
- D. Concrete blocking shall not be used.

3.13 TESTING AND LEAKAGE

- A. Each completed section of the pipeline shall pass pressure and leakage testing in accordance with AWWA C600.
- B. Each completed section of the pipeline shall be plugged at both ends and slowly filled with water. As the water main is being filled for the hydrostatic pressure test, all air shall be expelled from the pipe through blow-offs or temporary taps.
- C. The water main shall be subjected to a hydrostatic pressure of 1.5 times the maximum working pressure at the point of testing for a minimum period of two hours. The minimum test pressure shall be 150 psi unless otherwise specified on the plans, SCDHEC permit, or elsewhere in these specifications.
- D. The leakage during the test shall not be more than calculated using following formula and in accordance with AWWA C-600.

- E. The required hydrostatic pressure shall be applied to the water line by means of a hand pump for small lines or by the use of a gasoline pump or fire engine for larger lines.
- F. During the test the lines shall be thoroughly examined for leakage at the joints and fixed where applicable. All visible leakage shall be repaired regardless of the amount.
- G. Any cracked or defective pipes, fittings, or valves discovered in consequence of the pressure test shall be removed and replaced by the Contractor at his own expense. The water line is to be retested at the required pressure for two hours.
- H. Where pipeline construction ties into existing lines, and where it is not practicable to make a hydrostatic pressure test, the Contractor shall leave this section of pipeline uncovered at each applicable joint for inspection for a period of 48 hours after the connection has been made and the line is placed in service. The Contractor shall make the necessary restraints to make sure that the water line does not blow apart at these uncovered joints. The Contractor shall immediately correct any leakage discovered in these joints.
- I. The Engineer or his designee shall witness all pressure tests. The Contractor is to notify the Engineer a minimum of 24 hours prior to the pressure test.
- J. The allowable leakage shall be calculated using the following formula:

$$L(\text{for DIP}) = \frac{SD(P)^{\frac{1}{2}}}{133,200} \quad \text{or} \quad L(\text{for PVC}) = \frac{ND(P)^{\frac{1}{2}}}{7,400}$$

Where L = Allowable Leakage (gallons per hour)
 S = Length of pipe being tested (feet)
 D = Diameter of the pipe (inches)
 P = Average Test pressure (psi) N=
 Number of Joints being tested

Test shall last for a period of 2 hours

3.14 DISINFECTION

- A. The entire water distribution system shall be disinfected in accordance with AWWA C651, current version.
- B. The entire water distribution system shall be flushed thoroughly before chlorination begins to remove algae, deposits, and other foreign substances.
- C. Using the “continuous feed method”, fill all new piping and any existing piping affected by the Contractor’s operations with a chlorine solution containing a free

chlorine residual of at least 50 ppm. Water from the existing distribution system shall be controlled to slowly fill all of the new pipe system during the application of chlorine. After the chlorine has been applied to the water in the system, the system shall be isolated and the chlorinated water shall remain in the lines for twenty-four (24) hours. At the end of this period, the treated water in all portions of the main must have a free chlorine residual of not less than 10 ppm. Flush all chlorine out of the system with potable water of satisfactory bacteriological quality prior to beginning sampling. Prior to sampling, the chlorine residual shall be reduced to normal system residual levels.

- D. Water samples shall be collected from various points along the main. A minimum of two samples shall be taken at each sampling point for total coliform analysis. The number of sample points is dependent on the system layout but shall include all dead-end lines, shall be representative of the water in the new mains, and shall be a minimum of one sample point every 1,200 linear feet and at least two sample points shall be required for all new mains. Two consecutive satisfactory bacteriological tests taken 24 hours apart must show the water line to be absent of total coliform bacteria and the chlorine residual shall be measured and reported for each sample. If the membrane filter method of analysis is used for coliform analysis, non-coliform growth shall be reported. If non-coliform growth is greater than eighty (80) colonies per one hundred (100) milliliters, the sample result is invalid and shall be repeated. The required tests shall be conducted by a state certified laboratory and paid for by the Contractor. Copies of all test results shall be furnished to the Engineer promptly after the laboratory makes the results known.

3.15 CLEANUP AND MAINTENANCE

- A. Cleanup shall follow immediately behind the pipe laying and backfilling operations. The contractor shall maintain a clean orderly construction site.

3.16 FIELD QUALITY CONTROL

- A. The Engineer or his designee shall conduct routine field inspections and a final project inspection.

3.17 PROTECTION

- A. Protect pipe from damage or displacement until backfilling is in progress.

END OF SECTION

J. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – SPECIAL PROVISIONS

(Begins Next Page)

CDBG RECOMMENDED CONTRACT CHECKLIST 10/2016
*** CONSTRUCTION ONLY***

Note: If not applicable to the CDBG Program, mark N/A.

1. CDBG Required Contract Special Provisions Included: _____

- | | |
|--|--|
| Access to Records | Limitation of Liability |
| Age Discrimination | Maintenance of Records |
| Agreement/Contract | Ownership |
| Amendments | Political Activity |
| Applicable Law | Prime Contractor Responsibility |
| Compliance with Air and Water Acts | Reporting of Fraudulent Activity |
| Confidential Information | Reporting Requirements |
| Conflict of Interest/Ethical Procurement Standards | Sanctions |
| Copyright | Section 3, Housing & Urban Dev. Act of 1968 |
| Definitions | Section 109 of Title I |
| Debarment Certification | Section 504, Rehabilitation Act |
| Equal Employment Opportunity | South Carolina Illegal Immigration Reform Act |
| Federal and State Laws | Subcontracting |
| Federal Labor Standards Provisions | Subcontracting with Small and Minority Firms & |
| Lead Based Paint | Women's Business Enterprise and Surplus |
| Areas | |
| Legal Services | Terms and Conditions |
| | Termination for Convenience |

- | | | |
|-----|--|-------|
| 2. | Scope of Work..... | _____ |
| 3. | Bonding Requirements..... | _____ |
| 4. | Debarment Certifications completed..... | _____ |
| 5. | Contract Amount | _____ |
| 6. | Wage Decision and Request for Wage | _____ |
| 7. | Method of Payment with Reporting Requirements..... | _____ |
| 8. | Non-Collusion Affidavit..... | _____ |
| 9. | Acceptance of Nonconforming Work..... | _____ |
| 10. | Access to Work..... | _____ |
| 11. | Arbitration..... | _____ |
| 12. | Architect/Authority and Responsibility..... | _____ |
| 13. | Insurance Requirements..... | _____ |
| 14. | Change Orders..... | _____ |
| 15. | Claims for Concealed or Unknown Conditions..... | _____ |
| 16. | Delays and Extensions of Time..... | _____ |
| 17. | Emergencies..... | _____ |
| 18. | Interpretations..... | _____ |
| 19. | Labor and Materials..... | _____ |
| 20. | Limitations of Liability..... | _____ |
| 21. | Limitations of Time, General and Specific..... | _____ |
| 22. | Notices, Permits, Fees..... | _____ |
| 23. | Definitions..... | _____ |

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



CONTRACT SPECIAL PROVISIONS

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

CONTRACT SPECIAL PROVISIONS

1. **Definitions:** For purposes of this Contract, the following terms shall have the meanings set forth below:
 - (a) “Assistance” means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
 - (b) “CDBG” means Community Development Block Grant.
 - (c) “Contract” means the contractual agreement between the Owner and the Contractor to which these Contract Special Provisions have been incorporated and made a part thereof.
 - (d) “Contractor” means the contractor whose services are retained pursuant to the Contract.
 - (e) “Grantee” means the unit of local government designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
 - (f) “HUD” means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
 - (g) “Owner” means the Grantee or Sub recipient, as applicable.
 - (h) “Project” means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.
 - (i) “State” means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of South Carolina, as appropriate.
 - (j) “Sub recipient” means the agent of the unit of local government as designated by an agreement.
 - (k) “Labor Surplus Area” means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.
2. **Prime Contractor Responsibilities:** The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor to be the sole point of contact with regard to contractual matters. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.
3. **Federal and State Laws:** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Procurement and Contracting:** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.
5. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the

Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.

6. **Copyright:** Except as otherwise provided in the terms and conditions of this Contract, the Contractor paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the State reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and State purposes:
 - (a) the copyright in any work developed under this Contract; and
 - (b) any rights of copyright to which a subcontractor purchases ownership with grant support.

The Federal government's rights and the State's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

7. **Reporting Requirements:** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State or HUD. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.
8. **Access to Records:** All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the State or the Grantee or their representatives upon their request.
9. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five-year period, then records must be retained for five years after the litigation, claim or audit is resolved.
10. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Grantee or the State, as applicable.
11. **Reporting of Fraudulent Activity:** If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.
12. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.
13. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:** The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its sub recipients, including the Contractor.

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

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

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

Should any governmental entity, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under the CDBG grant awarded to the Grantee or any other CDBG grant, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If the State finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as appropriate. The State may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the State policies.

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

Contract. Any amendments of the original contract must have written approval by the State prior to execution.

19. **Termination for Convenience:** This Contract may be terminated for convenience in accordance with 2 CFR Part 200.
20. **Sanctions:** If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.
21. **Subcontracting:** If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the Owner and to the State. All subcontracts must be approved by the Owner and the State to insure they are not debarred or suspended by the Federal or State governments and to ensure the Owner and the State understand the arrangements.
22. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
 - (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
 - (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
 - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
 - (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
 - (f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.
23. **Debarment Certification:** The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.
 - (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
 - (b) Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.
 - (c) In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
24. **South Carolina Illegal Immigration Reform Act:** The Owner and the Contractor are required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has

applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

25. **Equal Employment Opportunity:** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

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

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

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

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

26. **Age Discrimination:** In accordance with 45 CFR, Parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.
27. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program of the State.
28. **Section 504 of the Rehabilitation Act of 1973, as amended:** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.
29. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

30. **Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.
31. **Compliance with Air and Water Acts:** (Applicable to construction contracts and related subcontracts exceeding \$100,000) This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Storm water Management and Sediment Reduction Act. In particular, the following are required:
 - (a) A stipulation by the Contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
 - (b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
 - (c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA,

indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

- (d) Agreement by the Contractor that the Contractor will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

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

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

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

Attachment 1

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification

and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the

Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

(2) That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the

event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, 10/16
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

Grant Number: 4-NR-16-002 **Name of Participant:** _____

Address of Participant: _____

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

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

NOTICE OF AWARD

TO: **Company**
 Address

OWNER: **Colleton County**
 PO Box 157, Walterboro, SC 29488

PROJECT DESCRIPTION:

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

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

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

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

Dated this _____ day of _____, 2021.

Colleton County
Owner

(Signature)

By: J. Kevin Griffin
 (Print Name)

Title: Administrator

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____ this
the _____ day of _____, 2021.

By: _____

Title: _____

SAMPLE NOTICE TO PROCEED

TO: (Contractor's name/address)

DATE: _____

PROJECT: 4-NR-16-002
(Number)

Gadsden Loop Neighborhood Revitalization
(Name)

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

Owner

By: J. Kevin Griffin

Title: Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ Contractor this the ____ day of _____, 2021.

By: _____

Title: _____

Section 3 Information Sheet for Contractors/Businesses

What is Section 3?

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

Who are Section 3 residents?

Section 3 residents are:

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

What is a Section 3 business concern?

A business that:

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

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

- Job training
- Employment
- Contracts

Examples of Opportunities include:

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

Who receives priority under Section 3?

For training and employment:

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

For contracting:

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

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

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

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

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

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

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

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

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

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

Will HUD require compliance?

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

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

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

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

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

Company
 Gadsden Loop Neighborhood Revitalization

Project Title
 4-NR-16-002

CDBG Grant Number

Name of Person Completing Form

Date

Section 3 Business Self-Certification

BASIC INFORMATION

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Telephone Number: _____ Fax Number: _____
Email address: _____

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

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

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

1. 51% or more of your business is owned by a Section 3 residents*; or

Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full-time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes No

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

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

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

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

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

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

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT CONTRACTOR CERTIFICATION

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

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

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

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

Date: _____

By: _____

Title: _____

**ADVERTISEMENT FOR BIDS
(SAMPLE FORMAT)**

Project Title:

Owner:

Project No.

Separate sealed bids for (Name of Locality) for (Project Title) will be received at the office of (location) at (date and time) then at said office to be publicly opened and read aloud.

The scope of work includes:

The Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Copies may be obtained from the office of (location) upon payment of (amount) for each set. Any successful bidder upon returning such set promptly and in good condition will be refunded this payment, and any non-bidder upon so returning such a set will be refunded (amount).

Each bidder must deposit security in the amount and form specified in the Information for Bidders.

Other qualification or bid requirements include:

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240. Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The owner reserves the right to waive any irregularities, or to reject any or all bids.

No bidder may withdraw his bid within (number) days after the actual date of the opening thereof.

"EQUAL EMPLOYMENT OPPORTUNITY"

Date: _____

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

Colleton County
 Gadsden Loop Neighborhood Revitalization
 CDBG #4-NR-16-002

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

Law, Authority, or Factor	Mitigation Measure
<p>Historic Preservation</p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>South Carolina Archives and History Center</p> <p>According to a letter from the South Carolina Archives and History Center dated 10/31/16, if archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply and their office should be contacted immediately. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic shards, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.</p> <p style="padding-left: 40px;">John Sylvest State Historic Preservation Office South Carolina Department of Archives and History 8301 Parklane Road Columbia, SC 29223-4905 (803) 896-6129 sylvest@scdah.state.sc.us</p> <p>Catawba Indian Nation, Tribal Historic Preservation Office</p> <p>According to letter from Catawba Indian Nation Tribal Historic Preservation Office, dated 10/28/16, its office must be notified if any American artifacts and/or human remains are located during the ground disturbance phase of the project.</p> <p style="padding-left: 40px;">Caitlin Totherow, THPO Catawba Indian Nation Archaeology Department 1536 Tom Stevens Road Rock Hill, SC 29730 803-328-2427</p>
<p>Wetlands Protection</p>	<p>Work is expected to be covered under a Nationwide Permit, including all general and special conditions. The pre-construction notification (i.e. application) for the NWP will be</p>

<p>Executive Order 11990, particularly sections 2 and 5</p>	<p>submitted to USACE once final plans are completed. Compensatory mitigation for these impacts would be required if the U.S. Army Corps of Engineers USACE determines that these impacts would result in a functional loss of the aquatic resources. If required, the 40 linear feet of impact would require approximately 214 stream mitigation credits. These credits would be purchased through a USACE approved Mitigation Bank. With stream credits going for approx. \$200/each, mitigation costs would be approx. \$42,800. Availability of stream credits in this watershed is unknown at this time. National Wetlands Inventory map and topography map, NRCS Soil Map shows there are no hydric soils present, just hydric vegetation. Eight Step Process was conducted. Notice of Early Public Review was published in Press & Standard Newspaper on January 18, 2018 Final Notice and Public Explanation was published in Press & Standard Newspaper on March 1, 2018</p>
<p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>SCDHEC OCRM conditionally concurs pursuant to that the proposed activity complies with the enforceable policies contained within the SC Coastal Zone Management Program (SCCZMP) pursuant to 15 CFR § 930, Subpart F.</p> <ol style="list-style-type: none"> 1. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the SC Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items fifty years or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal remains. 2. Upon completion of construction activities, all disturbed undeveloped areas, including those impacted for access, must be immediately stabilized. <p>DHEC-OCRM letter dated 10/24/16</p>

"General Decision Number: SC20210040 01/01/2021

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
 Lute man.....\$ 11.71
 Pipe layer.....\$ 13.87
 Traffic Control-Cone Setter
 Allendale, Bamberg, Barnwell, Newberry, Orangeburg.....\$ 12.98
 Beaufort, Colleton, Georgetown, Hampton, Jasper, Williamsburg.....\$ 12.84
 Traffic Control-Flagger.....\$ 11.68

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Track hoe
 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)).

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

K. BID FORMS



**COLLETON COUNTY
SOUTH CAROLINA
BID: CTC-17
GADSDEN LOOP NEIGHBORHOOD REVITALIZATION
SIDEWALK PROJECT
ADDENDA ACKNOWLEDGMENT**

The contractor has examined and carefully studied the Request for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The Contractor must acknowledge any issued addenda. Bids that fail to acknowledge the contractor’s receipt of any addendum will result in the rejection of the offer if the addendum contained information that substantively changes the Owner’s requirements or pricing.

INDEMNIFICATION

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

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

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

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: CTC-17
GADSDEN LOOP NEIGHBORHOOD REVITALIZATION
SIDEWALK PROJECT
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, contractor or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

- ▶ **Yes** _____ (_____ *Women-owner*/ _____ *Disadvantaged*) if yes, please submit a copy of your certificate with your response.
- ▶ **No** _____

DEBARMENT

The Contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

A Registered Contractor with SAM's yes no

Cage Code. _____

DUN's No. _____

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: CTC-17
GADSDEN LOOP NEIGHBORHOOD REVITALIZATION
SIDEWALK PROJECT
CONTRACTOR'S CERTIFICATION

Contractor: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____

Authorized Signature: _____

Print name: _____

Title: _____

Federal Tax ID number: _____

Sales Tax number: _____

Email: _____
(Please print)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone, fax number, and email address of a similar job completed

1.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____

Contact E-mail: _____

2.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____

Contact E-mail: _____

3.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____

Contact E-mail: _____

4.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____

Contact E-mail: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

SUBCONTRACTOR FORM

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: CTC-17
GADSDEN LOOP NEIGHBORHOOD REVITALIZATION
SIDEWALK PROJECT

Contractor _____ **Date** _____

Signature _____ **Title** _____

Email Address _____
 (Please print clearly)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1		
1032010	BONDS AND INSURANCE	LS	1		
1050800	CONSTRUCTION STAKES, LINES & GRADES	LS	1		
1052000	UTILITY RELOCATION NO.1	LS	1		
1052000	UTILITY RELOCATION NO.2	LS	1		
1071000	TRAFFIC CONTROL	LS	1		
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1		
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1		
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	60		
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	47		
2031200	SITE EXCAVATION	LS	1		
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	216		
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	TON	27		
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	264		
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	LF	630		
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	LF	498		
6271030	WHITE SINGLE ARROW (LT,STRGHT,RT) THERMO.-125 MIL	EA	4		
7143615	15" SMOOTH WALL PIPE	LF	224		
7143624	24" SMOOTH WALL PIPE	LF	391		
7143630	30" SMOOTH WALL PIPE	LF	72		
7143642	42" SMOOTH WALL PIPE	LF	24		
7143648	48" SMOOTH WALL PIPE	LF	21		
7149999	CLEANING EXISTING PIPE	LF	1519		
7192020	DROP INLET (24" X 36")	EA	3		
719209G	TRENCH DRAIN-12" INTERIOR DIMENSION (DRIVEWAY APP)	LF	36		
7192105	MANHOLE	EA	3		
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	LF	31		
7204100	CONCRETE SIDEWALK(4" UNIFORM)	SY	2450		
7204900	DETECTABLE WARNING MATERIAL	SF	193		

7205000	CONCRETE DRIVEWAY(6" UNIFORM)	SY	98		
7207000	CONCRETE FLUME	EA	1		
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	34		
8021906	6" POLYVINYL CHLORIDE (PVC) PIPE UNDERDRAIN	LF	30		
8081001	MOVING ITEM NO. 1	LS	1		
8081002	MOVING ITEM NO. 2	LS	1		
8081003	MOVING ITEM NO. 3	LS	1		
8081004	MOVING ITEM NO. 4	LS	1		
8081005	MOVING ITEM NO. 5	LS	1		
8081006	MOVING ITEM NO. 6	LS	1		
8091010	RIGHT OF WAY MARKER(REBAR AND CAP)	EA	22		
8091050	RIGHT OF WAY PLAT	LS	1		
8100100	PERMANENT COVER	ACRE	1.71		
8100200	TEMPORARY COVER BY SEEDING	ACRE	0.86		
8101105	COMPOST	CY	342		
8104005	FERTILIZER (NITROGEN)	LB	171		
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	171		
8104015	FERTILIZER (POTASH)	LB	171		
8105005	AGRICULTURAL GRANULAR LIME	LB	3420		
8109050	SELECTIVE WATERING	GAL	54300		
8109901	MOWING	ACRE	5.13		
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	648		
8153000	SILT FENCE	LF	1115		
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	279		
8154155	INLET FILTER CLEANING	EA	1		
8156215	INLET STRUCTURE FILTER – TYPE D2	EA	4		
8156217	FILTER MATERIAL FOR INLET STRUCTURE FILTER – TYPE D2	EA	4		
				Total Bid	

By signing this BID FORM, the CONTRACTOR acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services. The following detailed BID FORMS must also be submitted.

L. BID DRAWINGS

(Begins Next Page)

SHEET INDEX

SHEET NO.	DESCRIPTION	SHEET TOTALS
1	TITLE SHEET	1
2	ESTIMATED QUANTITIES	1
2A	MOVING ITEMS, REMOVAL & DISPOSAL, NEW OR RESET FENCE	1
3	TYPICAL SECTION	1
3A-3B	DETAIL SHEETS	2
4	RIGHT OF WAY DATA SHEET	1
4A-4D	PROPERTY STRIP MAP	4
5	GENERAL NOTES	1
5A	REFERENCE DATA SHEETS	1
6-14A	PLAN AND PROFILE SHEETS	15
EC1-EC2	EROSION CONTROL	2
X1-X22	CROSS SECTIONS	22
TOTAL		52

COLLETON COUNTY ENGINEERING DEPARTMENT



PLAN AND PROFILE OF GADSDEN LOOP SIDEWALK

NPDES PERMIT INFORMATION	
NPDES Disturbed	
Disturbed Area =	1.9 Acre(s)
Project Area =	3.9 Acre(s)
Approximate Location of Roadway is	
Begin	
Latitude	32°53'51" N
Longitude	80°38'52" W
End	
Latitude	32°53'49" N
Longitude	80°38'41" W
Hydraulic and NPDES Design provided by:	
INFRASTRUCTURE CONSULTING & ENGINEERING	
Designs may be obtained from the SCDOT Regional Production Group	

Design Reference for these plans is the:

2001

AASHTO "A Policy on Geometric Design of Highways and Streets"

Hydraulic Design Reference for these plans is the:

2009

Edition of SCDOT's "Requirements for Hydraulic Design Studies"

ENVIRONMENTAL PERMIT INFORMATION			
USACE PERMIT	___ YES	<input checked="" type="checkbox"/> NO	
NEPA DOCUMENT	___ YES	<input checked="" type="checkbox"/> NO	
401 CERTIFICATION	___ YES	<input checked="" type="checkbox"/> NO	
OCRM CAP	___ YES	<input checked="" type="checkbox"/> NO	
NAVIGABLE WATERS	___ SC	___ USCG	<input checked="" type="checkbox"/> USACE

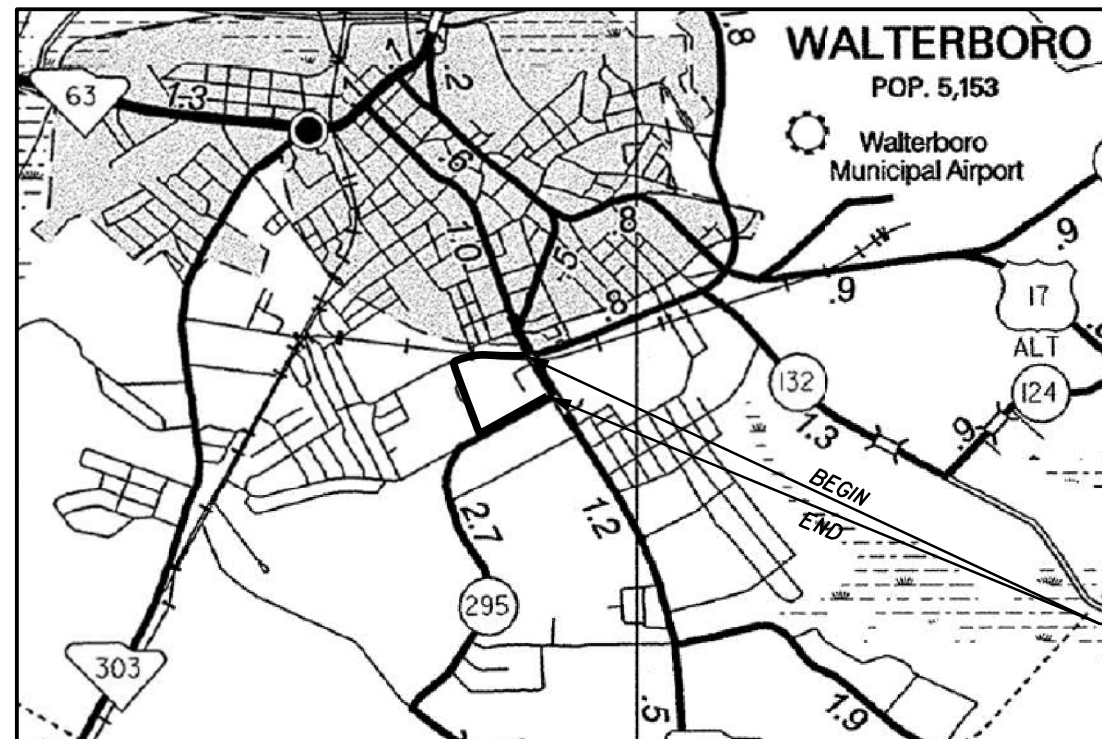
3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 811

SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES NO

TRAFFIC DATA		
ROUTE	BASE ADT (2019)	FUTURE ADT (2039)
S-159	140	170
S-259	700	850
S-295	960	1300



COLLETON COUNTY
LAYOUT
N.T.S.

GADSDEN LOOP SIDEWALK
BEGIN CONSTRUCTION
ROBERTSON BLVD (S-159)
STA. 10+71.86
END CONSTRUCTION
PEURIFOY RD (S-295)
STA. 27+27.63

	ROBERTSON BOULEVARD	SMITH STREET	PEURIFOY ROAD	TOTAL (MILES)
NET LENGTH OF ROADWAY	0.28	0.34	0.33	0.95
NET LENGTH OF BRIDGES	-	-	-	-
NET LENGTH OF PROJECT	0.28	0.34	0.33	0.95
LENGTH OF EXCEPTIONS	-	-	-	-
GROSS LENGTH OF PROJECT	0.28	0.34	0.33	0.95

EQUALITIES IN STATIONING:
NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

CONTACT INFORMATION

**INFRASTRUCTURE
CONSULTING
& ENGINEERING**

CLARKE HINSON, PE
PROJECT MANAGER
115 FAIRCHILD STREET STE. 100
CHARLESTON, SC 29492

COLLETON COUNTY

CARLA HARVEY, PE
COUNTY ENGINEER
113 MABLE T. WILLIS BLVD
WALTERBORO, SC 29488

CONSULTING ENGINEERING TEAM

IE INFRASTRUCTURE
CONSULTING & ENGINEERING

INFRASTRUCTURE CONSULTING
& ENGINEERING

FOR RIGHT OF WAY

DATE

SUMMARY OF ESTIMATED QUANTITIES

PAY ITEM	DESCRIPTION	QUANTITY	UNIT
1031000	MOBILIZATION	1	LS
1032010	BONDS AND INSURANCE	1	LS
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA
1052000	UTILITY RELOCATION NO. 1	1	EA
1052000	UTILITY RELOCATION NO. 2	1	EA
1071000	TRAFFIC CONTROL	1	LS
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	60	SY
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	47	SY
2031200	SITE EXCAVATION	1	LS
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	216	SY
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	27	TON
6021120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	264	SF
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	630	LF
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES) - THERMO. - 125 MIL.	498	LF
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	4	EA
7143615	15" SMOOTH WALL PIPE	224	LF
7143624	24" SMOOTH WALL PIPE	391	LF
7143648	48" SMOOTH WALL PIPE	21	LF
7149999	CLEANING EXISTING PIPE	1519	LF
7192020	DROP INLET (24" X 36")	3	EA
719209G	TRENCH DRAIN-12" INTERIOR DIMENSION (DRIVEWAY APPLICATION)	36	LF
7192105	MANHOLE	3	EA
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	31	LF
7204100	CONCRETE SIDEWALK(4" UNIFORM)	2450	SY
7204900	DETECTABLE WARNING MATERIAL	193	SF
7205000	CONCRETE DRIVEWAY(6" UNIFORM)	98	SY
7207000	CONCRETE FLUME	1	EA
7209100	SURFACE APPLIED DETECTABLE WARNING	34	SF
8021906	6" POLYVINYL CHLORIDE (PVC) PIPE UNDERDRAIN	30	LF
8091050	RIGHT-OF-WAY PLAT	1	LS
8091010	RIGHT-OF-WAY MARKER (REBAR CAP)	22	EA
8100100	PERMANENT COVER	1.71	ACRE
8100200	TEMPORARY COVER	0.86	ACRE
8101105	COMPOST	342	CY
8104005	FERTILIZER (NITROGEN)	171	LB
8104010	FERTILIZER (PHOSPHORIC ACID)	171	LB
8104015	FERTILIZER (POTASH)	171	LB
8105005	AGRICULTURAL GRANULAR LIME	3420	LB
8109050	SELECTIVE WATERING	54300	GAL
8109901	MOWING	5.13	ACRE
8152007	SEDIMENT TUBES FOR DITCH CHECKS	648	LF
8153000	SILT FENCE	1115	LF
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	279	LF
8154155	INLET FILTER CLEANING	1	EA
8156215	INLET STRUCTURE FILTER - TYPE D2	4	EA

11/15/2020 10:58:11 AM
 J:\PROJECTS\2021\02-04-2021\GADSDEN LOOP SIDEWALK\SUMMARY OF ESTIMATED QUANTITIES.DWG



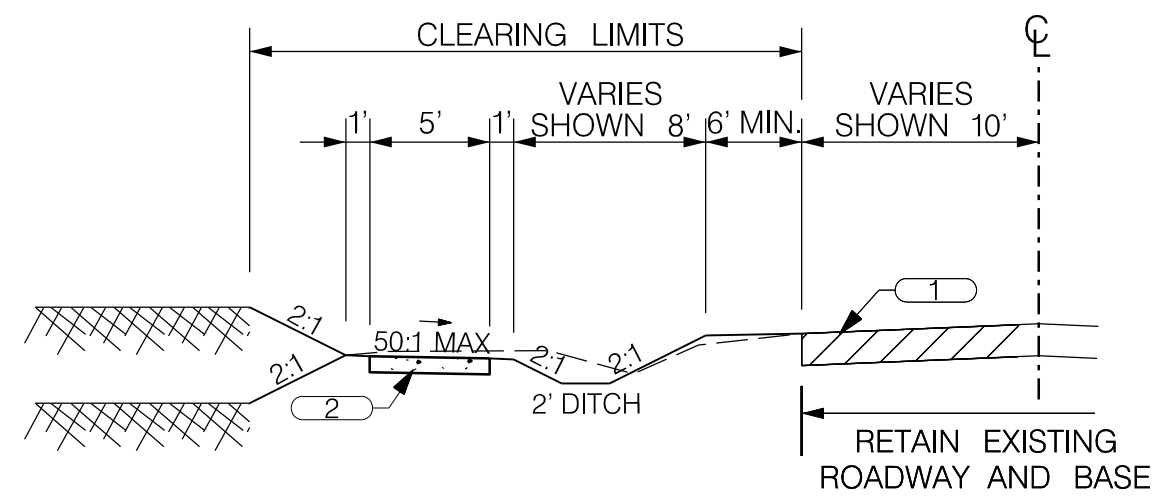
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

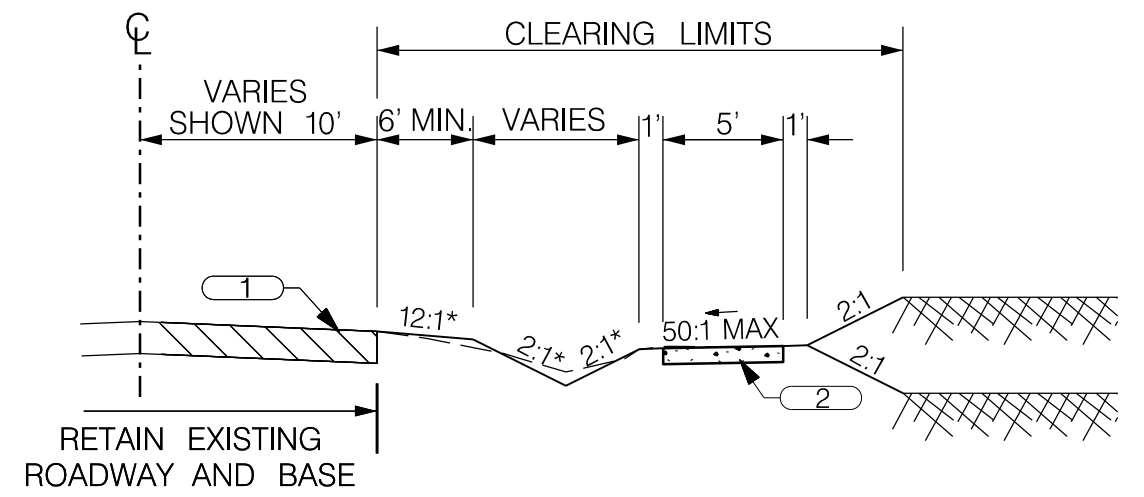
GADSDEN LOOP SIDEWALK
SUMMARY OF ESTIMATED QUANTITIES

SHEET 2 SCALE: NTS

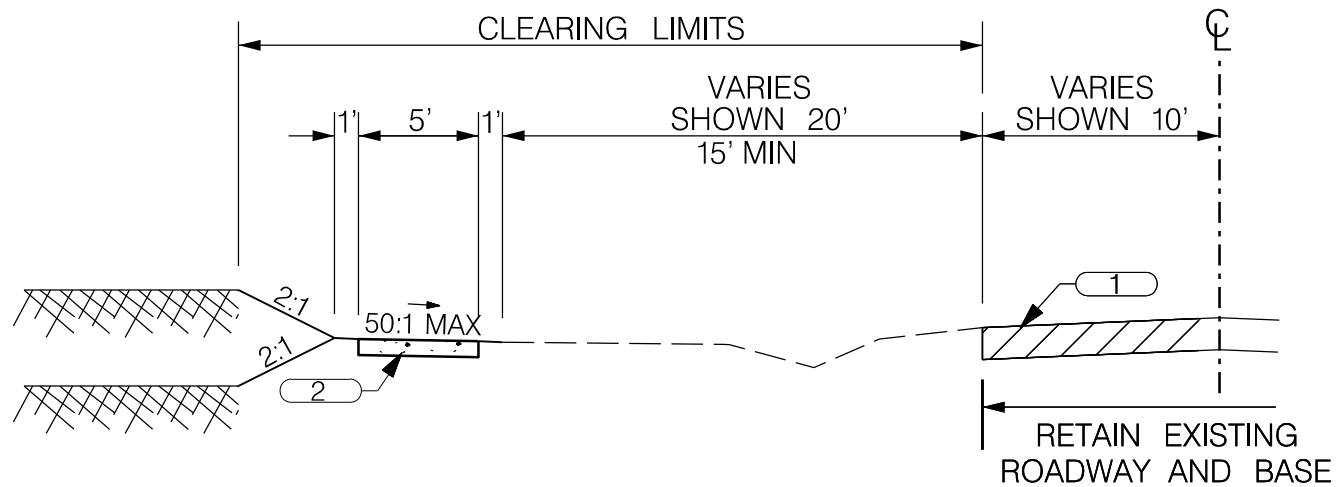
TYPICAL SECTION



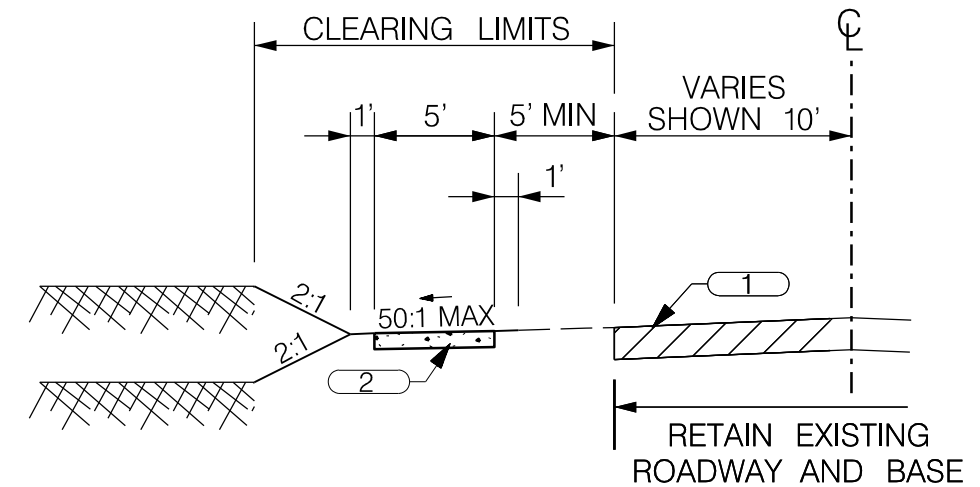
USE THIS SECTION ON
 PEURIFOY ROAD (S-295)
 STA. 12+50.00 - 19+90.00
 STA. 21+24.00 - 27+27.63



USE THIS SECTION ON
 SMITH STREET (S-259)
 STA. 10+28.04 - 28+22.84



USE THIS SECTION ON
 PEURIFOY ROAD (S-295)
 STA. 17+25.00 - 27+27.88

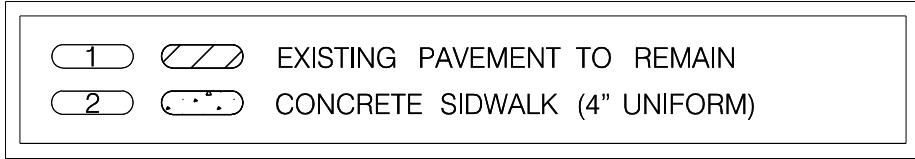


USE THIS SECTION ON
 ROBERTSON BLVD (S-159)
 STA. 10+71.86 - 25+49.30
 PEURIFOY ROAD (S-295)
 STA 10+18.41 - 12+50.00
 STA 19+90.00 - 21+24.00

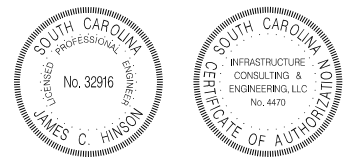
NOTES

- SEE PLANS FOR LOCATIONS OF SIDEWALK AND DETECTABLE WARNING SURFACES.
- DETECTABLE WARNING SURFACES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NO. 720-905-02.
- CROSS SLOPE OF PEDESTRIAN ACCESS ROUTE THROUGH DRIVEWAYS SHALL NOT EXCEED 2.0%

*SEE CROSS SECTIONS FOR DITCH LOCATIONS



ROADWAY	FUNCTIONAL CLASSIFICATION	DESIGN SPEED
ROBERTSON BOULEVARD	MINOR ARTERIAL	45 MPH
SMITH STREET	LOCAL ROAD - GROUP 4	25 MPH
PEURIFOY ROAD	LOCAL ROAD - GROUP 4	45 MPH



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
 ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
 TYPICAL SECTIONS

SHEET 3 SCALE: NTS

NOTES:

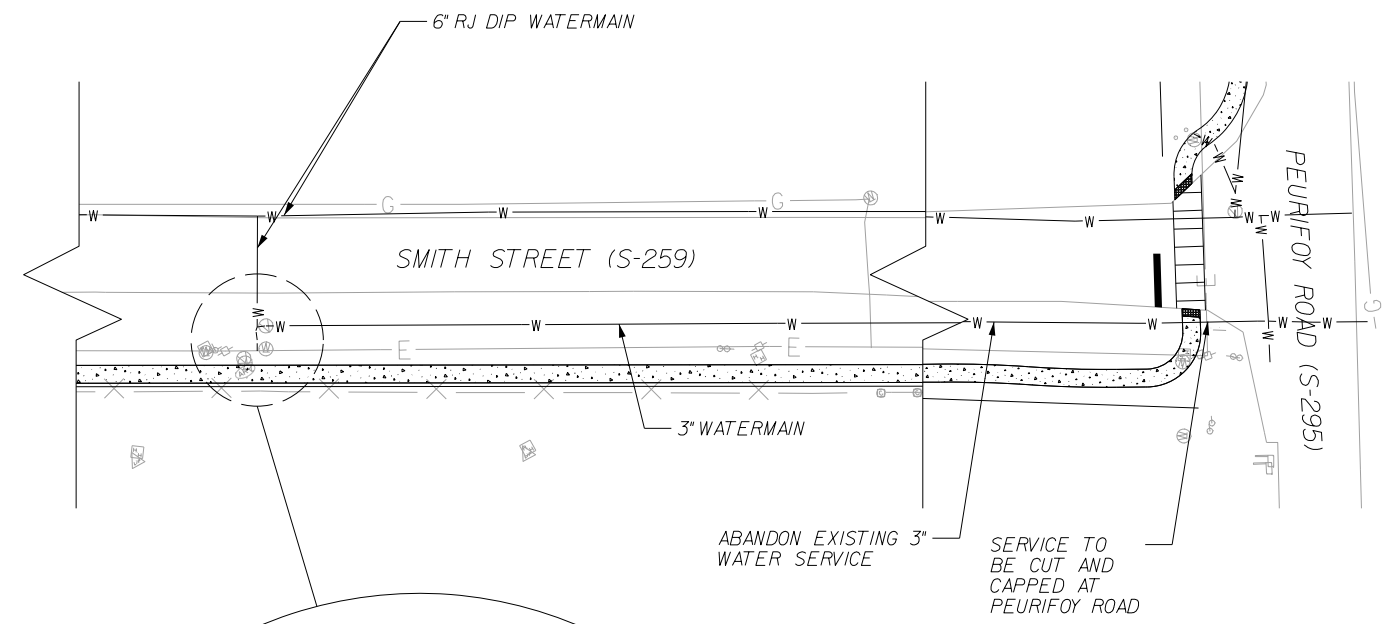
- THE FOLLOWING CONDITIONS WERE USED TO CALCULATE THE RESTRAINED LENGTHS SHOWN IN THE TABLE:
 - LAYING CONDITION IS TYPE 3
 - SOIL DESIGNATED AS SAND-SILT
 - DEPTH IS 3 FT.
 - DESIGN PRESSURE (TEST) IS 150 P.S.I.
 - SAFETY FACTOR IS 1.5
 - PIPE IS POLYETHYLENE ENCASED
- FOR THE TEE BRANCH AND REDUCER, LENGTHS ARE BASED ON BRANCHING AND REDUCING FROM THE NEXT LARGER SIZE IN THE TABLE. TEE BRANCH LENGTH BASED ON RUN LENGTH TO FIRST JOINT OF 10 FT. DEVIATIONS FROM THESE CONDITIONS MUST BE BASED ON THE ABOVE PARAMETERS.
- REFER TO CWS MINIMUM STANDARDS FOR APPROVED RESTRAINING METHODS.
- THE FOLLOWING RESTRAINING GLANDS AND CLAMP ASSEMBLIES ARE APPROVED PRODUCTS:
 - EBBA 1500 TD FOR DUCTILE IRON AND PVC PIPE UP TO 12"
 - EBBA 1100 HD FOR DUCTILE IRON PIPE 10" AND GREATER
 - FORD UFR SERIES 1490

RESTRAINT JOINT TABLE							
RESTRAIN ALL JOINTS WITHIN THESE LENGTHS (IN L.F. EACH SIDE OF THE FITTING)							
SIZE	11 1/4"	22 1/2"	45"	90"	TEE BRANCH	DEAD END	REDUCER
4"	2	5	10	24	38	61	44
6"	4	7	14	33	54	85	47
8"	5	9	18	44	91	111	45
10"	6	11	22	52	113	132	46
12"	6	12	25	60	133	155	84
16"	8	16	32	76	177	198	84
20"	9	18	38	91	218	238	83
24"	11	21	43	104	255	277	116

*RESTRAINED JOINTS SHALL BE IN ACCORDANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) STANDARDS FOR ALL FITTINGS. FITTINGS OF OTHER SIZES, CHANGES IN CONDITIONS, ETC. NOT IN THIS TABLE SHALL BE IN ACCORDANCE WITH DIPRA STANDARDS.

TYPICAL BELL JOINT CLAMP (FOR RESTRAINING EXISTING PIPE ONLY) NOT TO SCALE

THIS DETAIL IS AN "UNCONTROLLED" COPY OF A "CONTROLLED" DOCUMENT. NO REVISION OR MODIFICATION OF THIS DETAIL SHALL BE MADE WHATSOEVER WITHOUT PRIOR WRITTEN APPROVAL FROM CHARLESTON WATER SYSTEM.



NOTES:

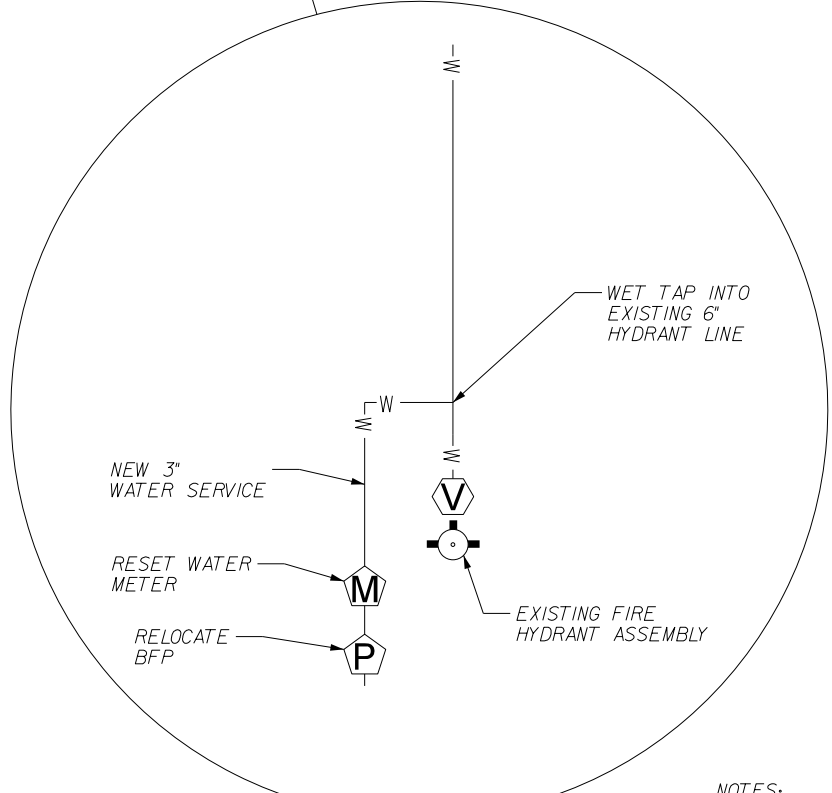
- THE FOLLOWING CONDITIONS WERE USED TO CALCULATE THE RESTRAINED LENGTHS SHOWN IN THE TABLE:
 - LAYING CONDITION IS TYPE 3
 - SOIL DESIGNATED AS SAND-SILT
 - DEPTH IS 3 FT.
 - DESIGN PRESSURE (TEST) IS 150 P.S.I.
 - SAFETY FACTOR IS 1.5
 - PIPE IS POLYETHYLENE ENCASED
- FOR THE TEE BRANCH AND REDUCER, LENGTHS ARE BASED ON BRANCHING AND REDUCING FROM THE NEXT LARGER SIZE IN THE TABLE. TEE BRANCH LENGTH BASED ON RUN LENGTH TO FIRST JOINT OF 10 FT. DEVIATIONS FROM THESE CONDITIONS MUST BE BASED ON THE ABOVE PARAMETERS.
- REFER TO CWS MINIMUM STANDARDS FOR APPROVED RESTRAINING METHODS.
- THE FOLLOWING RESTRAINING GLANDS AND GASKETS ARE APPROVED PRODUCTS:
 - FOR DUCTILE IRON PIPE:
 - AMERICAN CAST IRON PIPE - FAST GRIP, FLEX-RING, FIELD FLEX-RING, OR LOCK-RING
 - US PIPE - TR FLEX OR FIELD LOK 350 GASKETS
 - GRIFFIN PIPE - SNAP-LOK RESTRAINED JOINT, OR TALON R.J. GASKET
 - EBAA - MEGALUG RESTRAINT GLAND
 - FORD - SERIES 1400 RESTRAINT GLAND
 - SIGMA - ONE-LOK SERIES SLD RESTRAINT GLAND
 - MCWANE - SURE STOP 350 RESTRAINT GASKET
 - FOR PVC PIPE:
 - EBAA MEGALUG SERIES 2000FV
 - FORD SERIES 1500 WILL BE USED ON EXISTING PVC PIPE

RESTRAINT JOINT TABLE							
RESTRAIN ALL JOINTS WITHIN THESE LENGTHS (IN L.F. EACH SIDE OF THE FITTING)							
SIZE	11 1/4"	22 1/2"	45"	90"	TEE BRANCH	DEAD END	REDUCER
4"	2	5	10	24	38	61	44
6"	4	7	14	33	54	85	47
8"	5	9	18	44	91	111	45
10"	6	11	22	52	113	132	46
12"	6	12	25	60	133	155	84
16"	8	16	32	76	177	198	84
20"	9	18	38	91	218	238	83
24"	11	21	43	104	255	277	116

*RESTRAINED JOINTS SHALL BE IN ACCORDANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) STANDARDS FOR ALL FITTINGS. FITTINGS OF OTHER SIZES, CHANGES IN CONDITIONS, ETC. NOT IN THIS TABLE SHALL BE IN ACCORDANCE WITH DIPRA STANDARDS.

VERTICAL OFFSET NOT TO SCALE

THIS DETAIL IS AN "UNCONTROLLED" COPY OF A "CONTROLLED" DOCUMENT. NO REVISION OR MODIFICATION OF THIS DETAIL SHALL BE MADE WHATSOEVER WITHOUT PRIOR WRITTEN APPROVAL FROM CHARLESTON WATER SYSTEM.

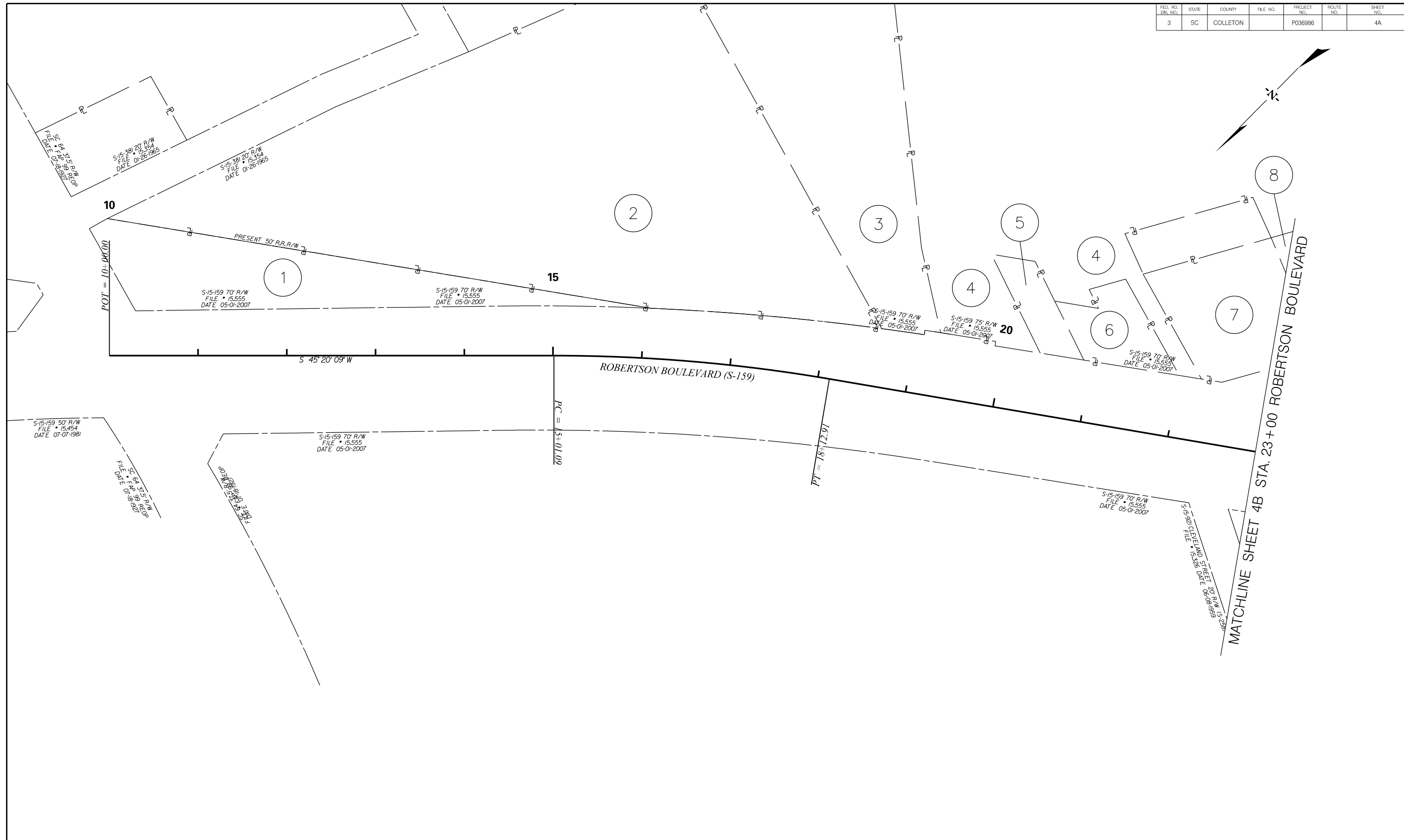


NOTES:

- SEE GENERAL NOTE #3 ON SHEET 5.
- UTILITY OWNER TO BE PRESENT DURING RELOCATION OF ALL FACILITIES.
- CONTRACTOR TO COORDINATE WITH SCHOOL DISTRICT ON THE RELOCATION AND SERVICE DISRUPTION. COORDINATE THE RELOCATION OF THE SCHOOLS BACKFLOW PREVENTER WITH SCHOOL DISTRICT. BFP TO BE FULLY OUTSIDE THE SIDEWALK.

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986		4A



11/15/2021 10:00 AM
 11/15/2021 10:00 AM
 11/15/2021 10:00 AM

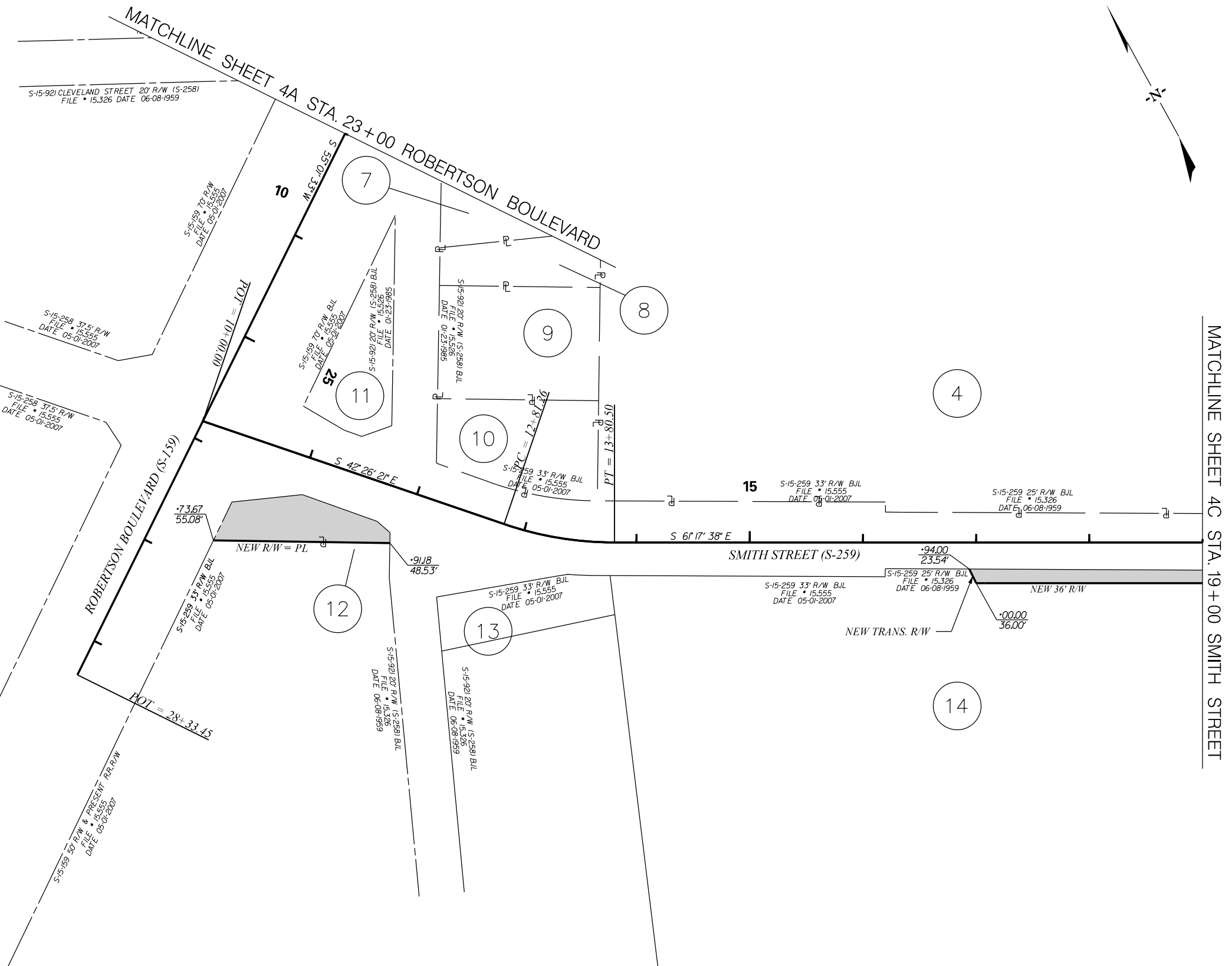
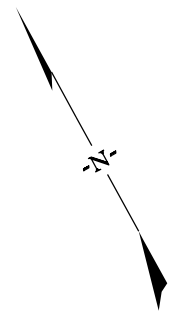
JE INFRASTRUCTURE CONSULTING & ENGINEERING

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

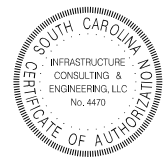
COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PROPERTY STRIP MAP

SHEET 4A SCALE: 1" = 50'



JE INFRASTRUCTURE
CONSULTING & ENGINEERING



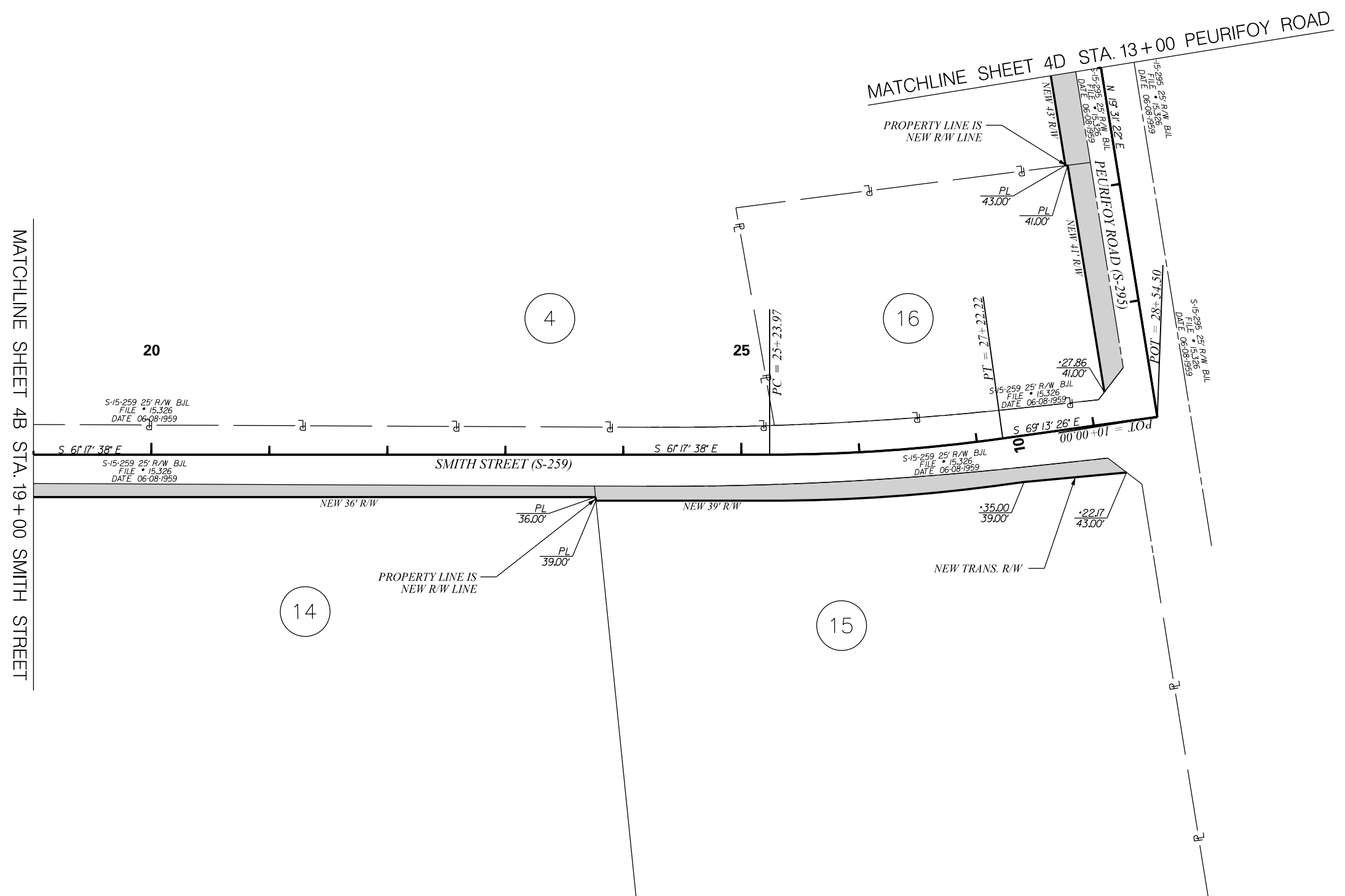
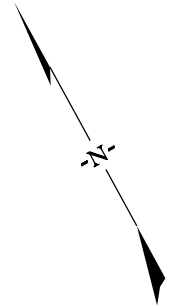
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PROPERTY STRIP MAP

SHEET 4B SCALE: 1" = 50'

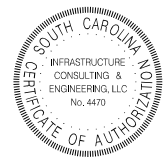
FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986		4C



MATCHLINE SHEET 4B STA. 19+00 SMITH STREET

MATCHLINE SHEET 4D STA. 13+00 PEURIFOY ROAD

IE INFRASTRUCTURE CONSULTING & ENGINEERING



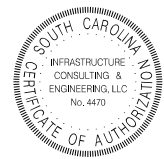
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PROPERTY STRIP MAP



MATCHLINE SHEET 4C STA. 13+00 PEURIFOY ROAD



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PROPERTY STRIP MAP

SHEET 4D SCALE: 1" = 50'

GENERAL INFORMATION

CONTROL SURVEY SUMMARY

VERTICAL - NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
HORIZONTAL - NORTH AMERICAN DATUM 1983 (NAD 83)
COORDINATES - SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM
COMBINED FACTOR - 0.9999110 AT CONTROL POINT 5 (GRID TO GROUND)

Beginning chain SMITH2 description

Point 168 N 386,436.6072 E 2,106,912.2730 Sta 10+00.00

Course from 168 to PC SMITH2-1 S 42° 26' 21.17" E Dist 281.2623

Curve Data

Curve SMITH2-1
P.I. Station = 13+31.33 N 386,192.0860 E 2,107,135.8586
Delta = 18° 51' 16.60" (LT)
Degree = 18° 59' 59.94"
Tangent = 50.0701
Length = 99.2349
Radius = 301.5570
External = 4.1285
Long Chord = 98.7877
Mid. Ord. = 4.0728
P.C. Station = 12+81.26 N 386,229.0374 E 2,107,102.0710
P.T. Station = 13+80.50 N 386,168.0364 E 2,107,179.7748
C.C. = N 386,432.5304 E 2,107,324.6181
Back = S 42° 26' 21.17" E
Ahead = S 61° 17' 37.77" E
Chord Bear = S 51° 51' 59.47" E

Course from PT SMITH2-1 to PC SMITH2-2 S 61° 17' 37.77" E Dist 1,143.4720

Curve Data

Curve SMITH2-2
P.I. Station = 26+23.25 N 385,571.1186 E 2,108,269.7887
Delta = 7° 55' 47.99" (LT)
Degree = 4° 00' 00.00"
Tangent = 99.2835
Length = 198.2499
Radius = 1,432.3945
External = 3.4367
Long Chord = 198.0917
Mid. Ord. = 3.4285
P.C. Station = 25+23.97 N 385,618.8062 E 2,108,182.7077
P.T. Station = 27+22.22 N 385,535.9009 E 2,108,362.6161
C.C. = N 386,875.1514 E 2,108,870.7126
Back = S 61° 17' 37.77" E
Ahead = S 69° 13' 25.75" E
Chord Bear = S 65° 15' 31.76" E

Course from PT SMITH2-2 to 169 S 69° 13' 25.75" E Dist 132.2857

Point 169 N 385,488.9767 E 2,108,486.2998 Sta 28+54.50

Ending chain SMITH2 description

Beginning chain PEURFOY2 description

Point 172 N 385,488.9767 E 2,108,486.2998 Sta 10+00.00

Course from 172 to 173 N 19° 31' 22.48" E Dist 1,757.7775

Point 173 N 387,145.6960 E 2,109,073.7205 Sta 27+57.78

Ending chain PEURFOY2 description

Beginning chain ROBERTSONBLVD description

Point 1 N 387,429.9691 E 2,108,139.2714 Sta 10+00.00

Course from 1 to PC ROBERSTONBLVD1 S 45° 20' 08.55" W Dist 501.0928

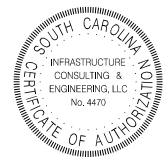
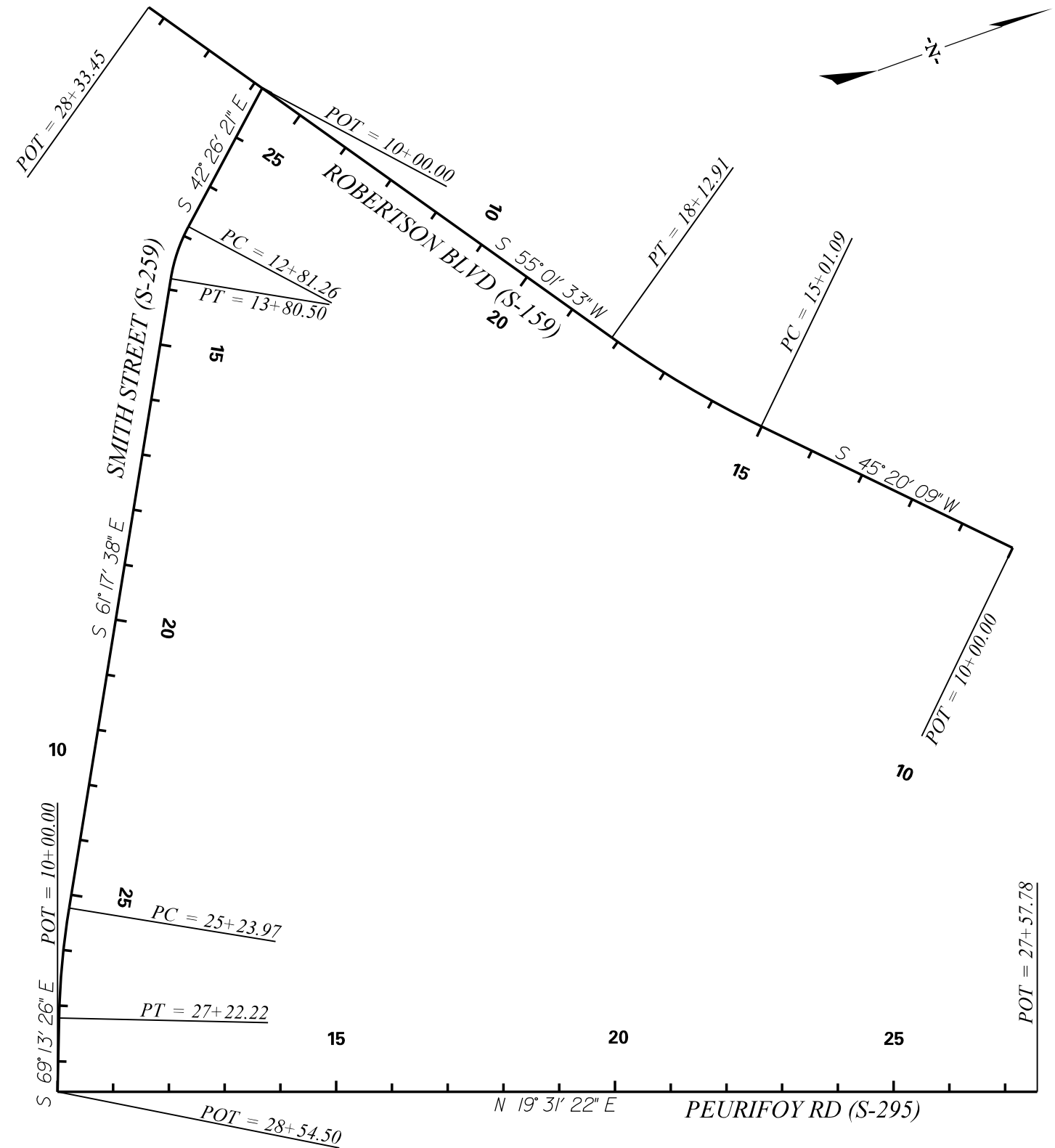
Curve Data

Curve ROBERSTONBLVD1
P.I. Station = 16+57.37 N 386,967.8663 E 2,107,671.7216
Delta = 9° 41' 24.89" (RT)
Degree = 3° 06' 27.55"
Tangent = 156.2822
Length = 311.8189
Radius = 1,843.7000
External = 6.6118
Long Chord = 311.4474
Mid. Ord. = 6.5882
P.C. Station = 15+01.09 N 387,077.7251 E 2,107,782.8754
P.T. Station = 18+12.91 N 386,878.2846 E 2,107,543.6621
C.C. = N 388,389.0341 E 2,106,486.8435
Back = S 45° 20' 08.55" W
Ahead = S 55° 01' 33.44" W
Chord Bear = S 50° 10' 50.99" W

Course from PT ROBERSTONBLVD1 to 4 S 55° 01' 33.44" W Dist 1,020.5395

Point 4 N 386,293.3059 E 2,106,707.4200 Sta 28+33.45

Ending chain ROBERTSONBLVD description



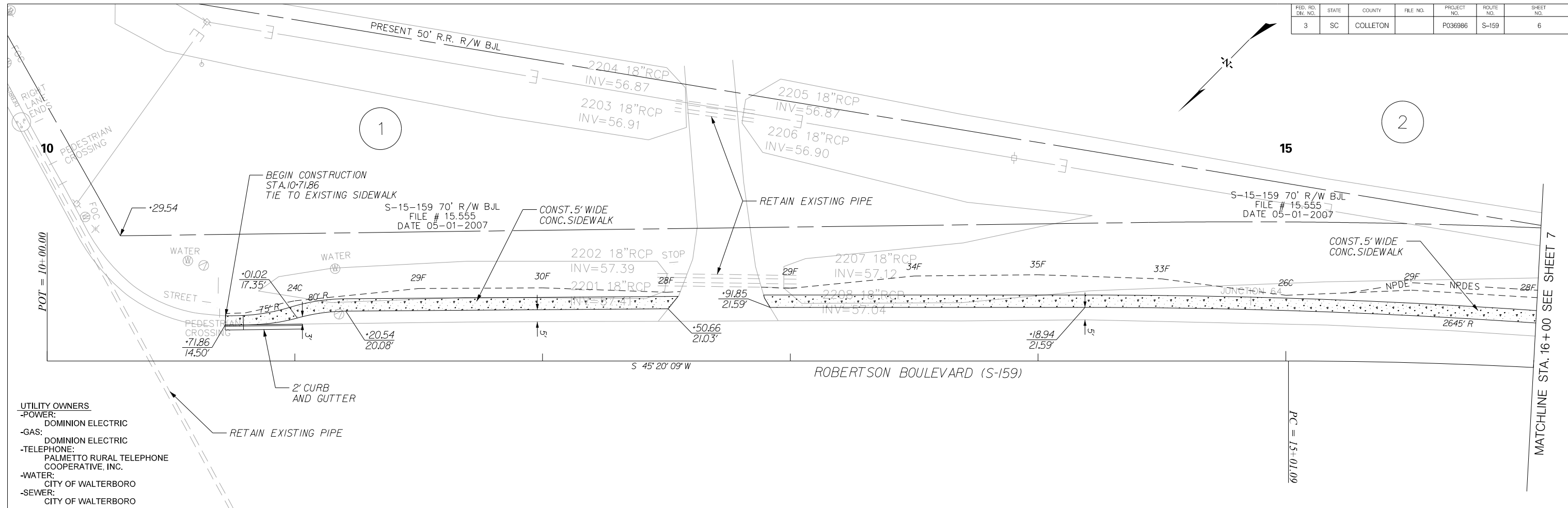
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	AZF	DATE 02-04-2021	
DRAWN BY:	AZF	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

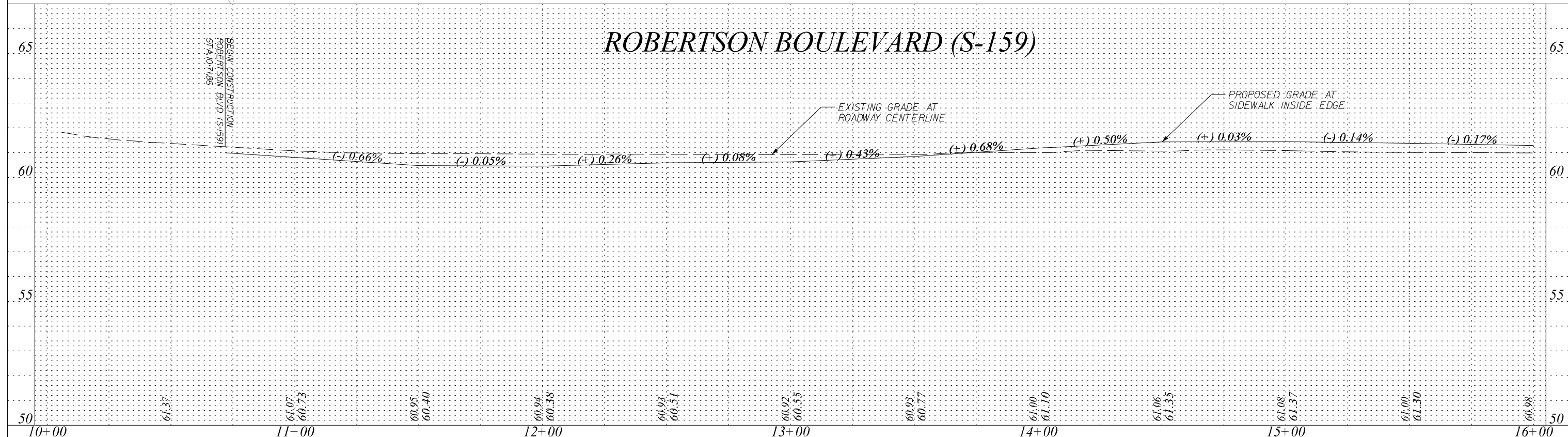
GADSDEN LOOP SIDEWALK
REFERENCE DATA SHEET

SHEET 5A SCALE: 1" = 50'

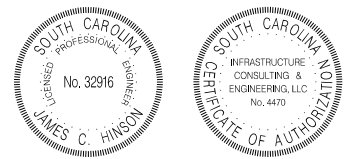
FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-159	6



- UTILITY OWNERS**
- POWER: DOMINION ELECTRIC
 - GAS: DOMINION ELECTRIC
 - TELEPHONE: PALMETTO RURAL TELEPHONE COOPERATIVE, INC.
 - WATER: CITY OF WALTERBORO
 - SEWER: CITY OF WALTERBORO



JE INFRASTRUCTURE CONSULTING & ENGINEERING



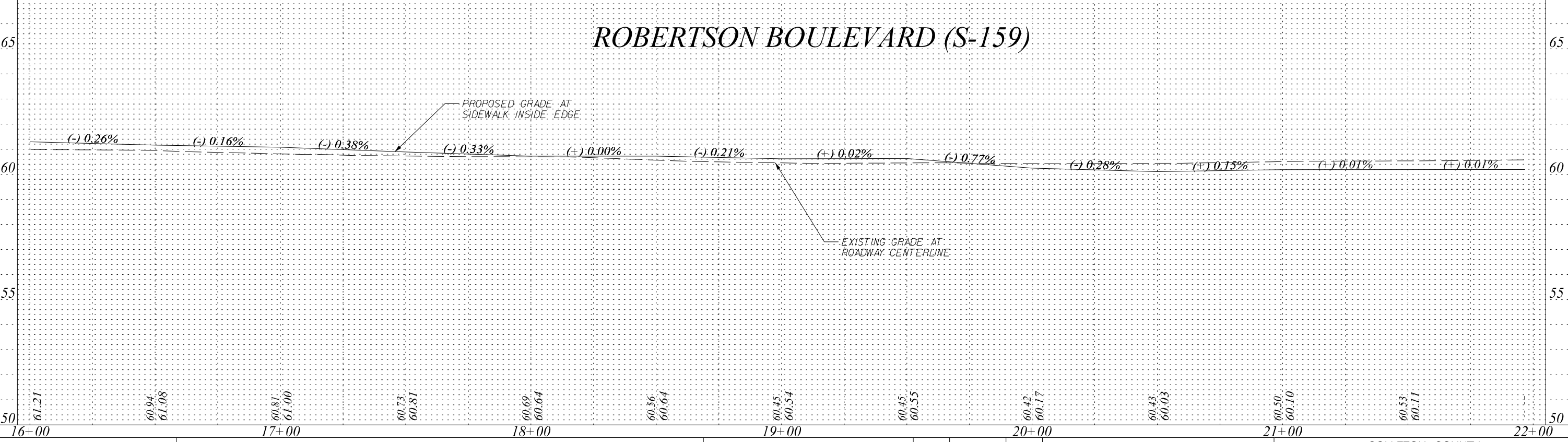
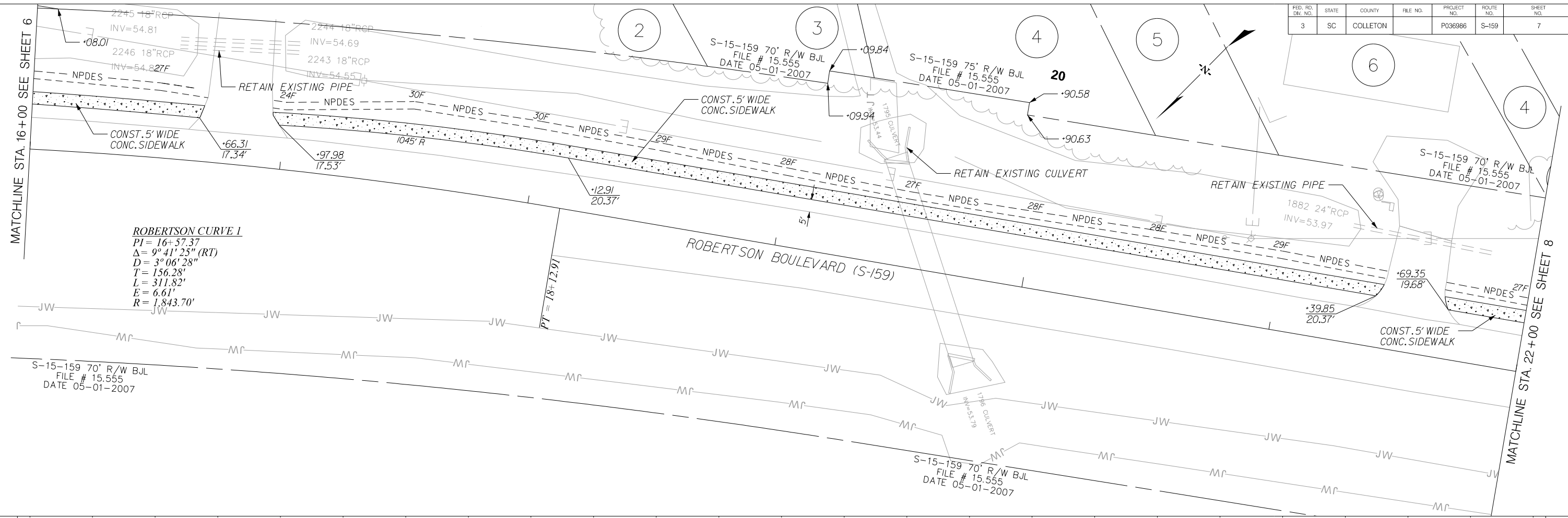
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

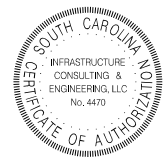
GADSDEN LOOP SIDEWALK
PLAN AND PROFILE SHEET
ROBERTSON BOULEVARD (S-159)

SHEET 6 SCALE: 1" = 20'

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-159	7



JE INFRASTRUCTURE CONSULTING & ENGINEERING



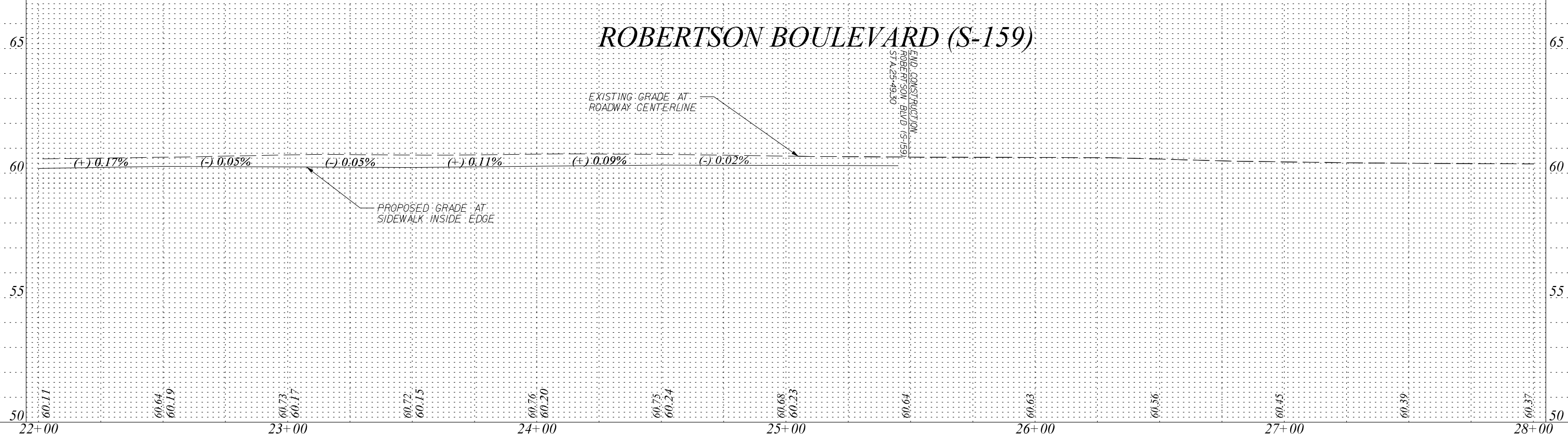
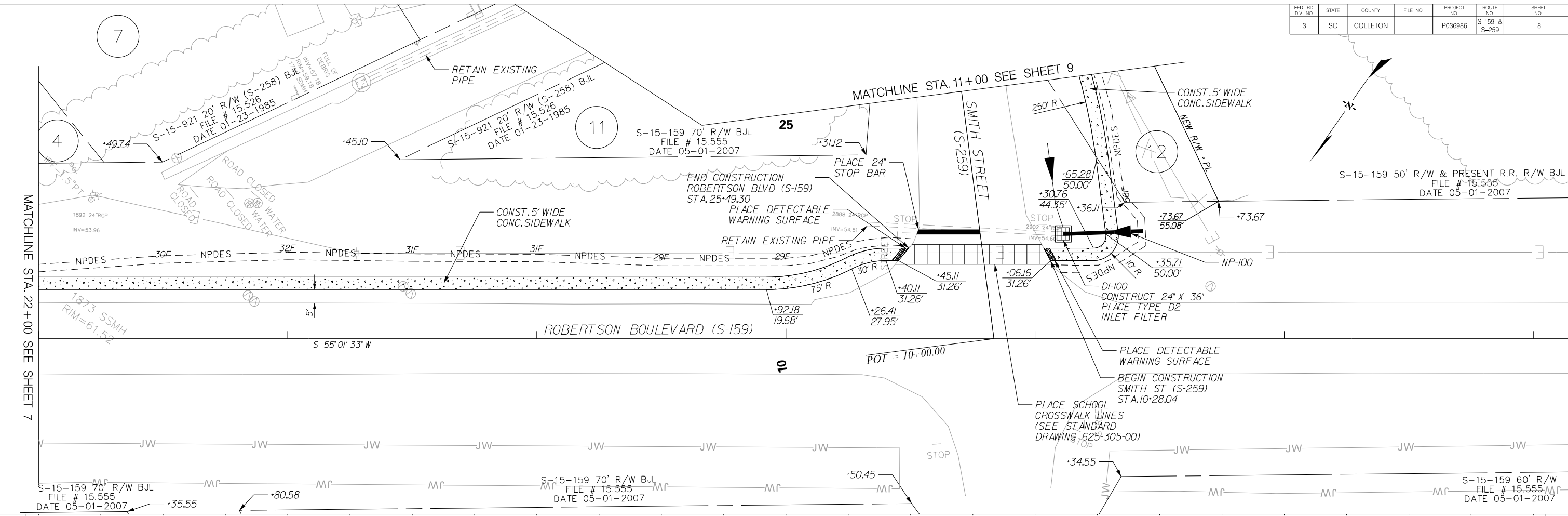
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY ENGINEERING DEPARTMENT

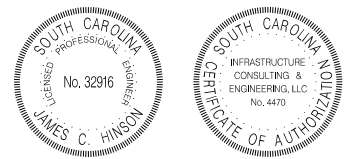
GADSDEN LOOP SIDEWALK PLAN AND PROFILE SHEET ROBERTSON BOULEVARD (S-159)

SHEET 7 SCALE: 1" = 20'

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-159 & S-259	8



JE INFRASTRUCTURE CONSULTING & ENGINEERING



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

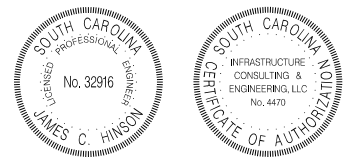
COLLETON COUNTY ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK PLAN AND PROFILE SHEET
 ROBERTSON BOULEVARD (S-159)
 - SMITH STREET (S-259)

SHEET 8 SCALE: 1" = 20'

SMOOTH WALL PIPE

System ID	Link ID	Geometry				Upstream				Downstream				Fill Height		Min field SPT "N" below invert	Joint Pressure (psi)	Smooth Wall Options							
		Diameter (in)	No. of barrels	Pipe Length (ft)	Slope (%)	Node	Node Description	Node Station	Link Invert (ft-NAVD 88)	Node	Node Description	Node Station	Link Invert (ft-NAVD 88)	Min (ft)	Max (ft)			HDPE Type	Built ✓	RCP highest class	Built ✓	SRAP thickest gage	Built ✓		
Open	NP-100	24	1	32	1.00	DN-100	DUMMY NODE	10+43	55.32	DI-100	24"x36" DI	10+44	55.00			---	10	S			III		16ga		

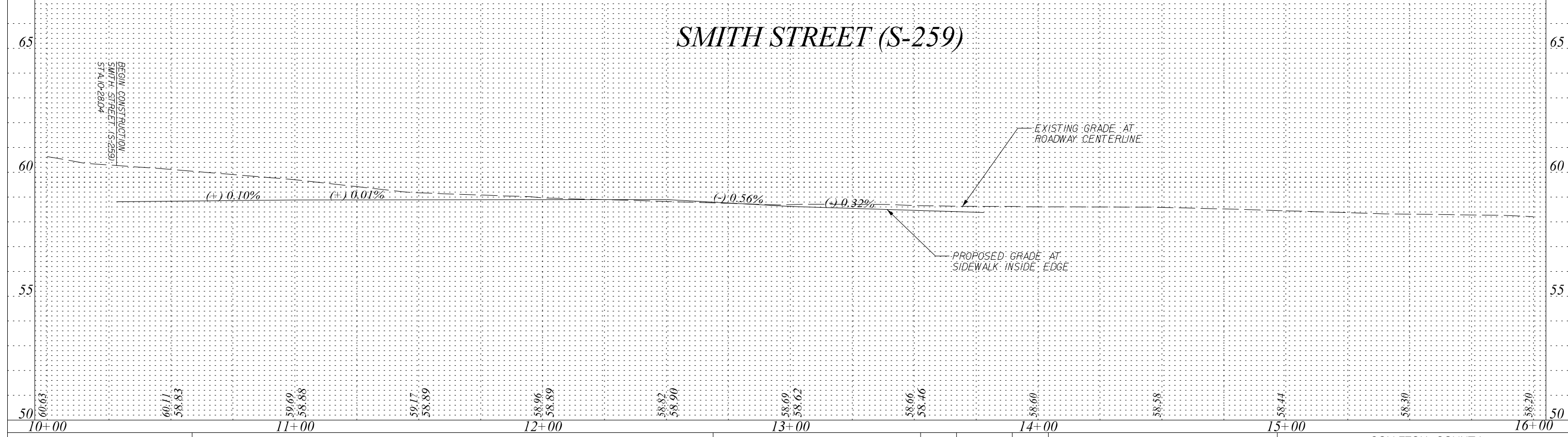
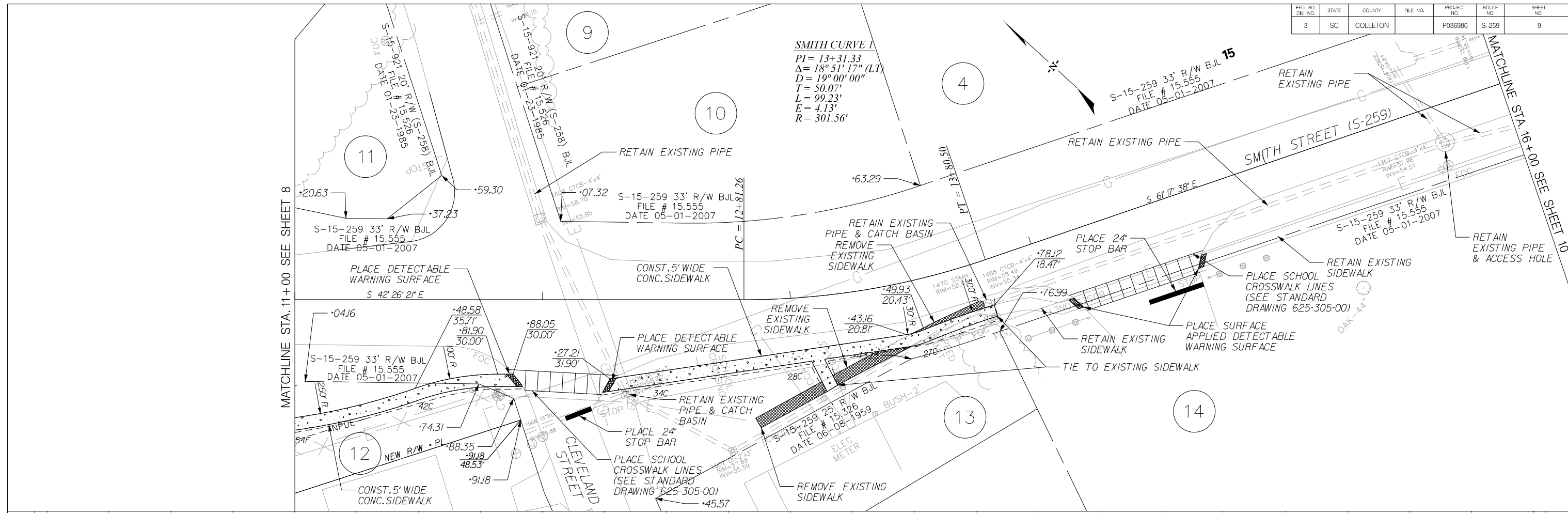


REV. NO.	BY	DATE	DESCRIPTION OF REVISION
4			
3			
2			
1			
DESIGNED BY: RNT		DATE: 02-04-2021	
DRAWN BY: RNT		DATE: 02-04-2021	
CHECKED BY: JCH		DATE: 02-04-2021	

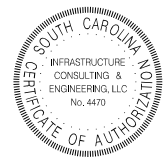
COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
DRAINAGE SHEET

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-259	9



JE INFRASTRUCTURE CONSULTING & ENGINEERING



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

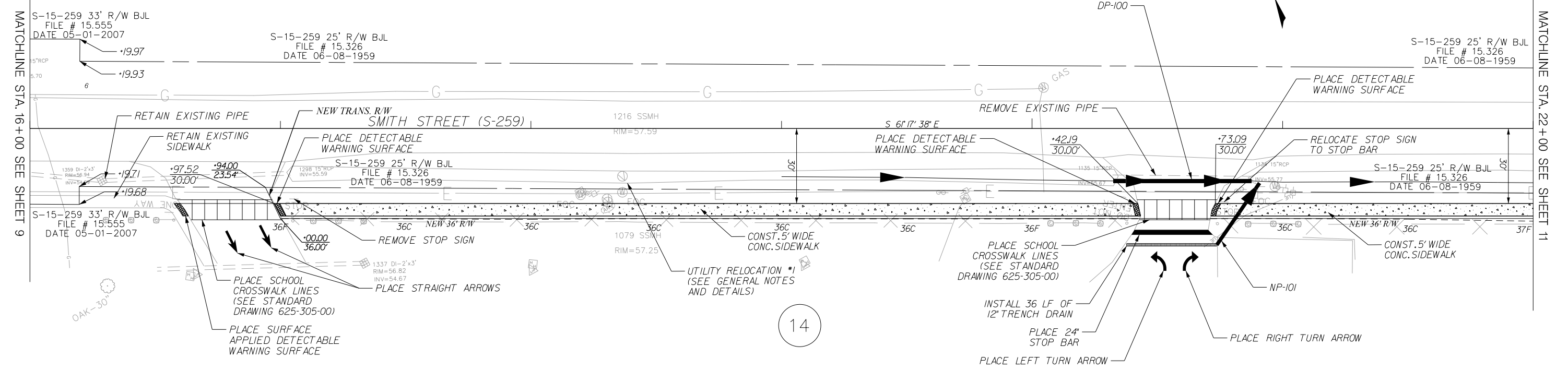
COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PLAN AND PROFILE SHEET
SMITH STREET (S-259)

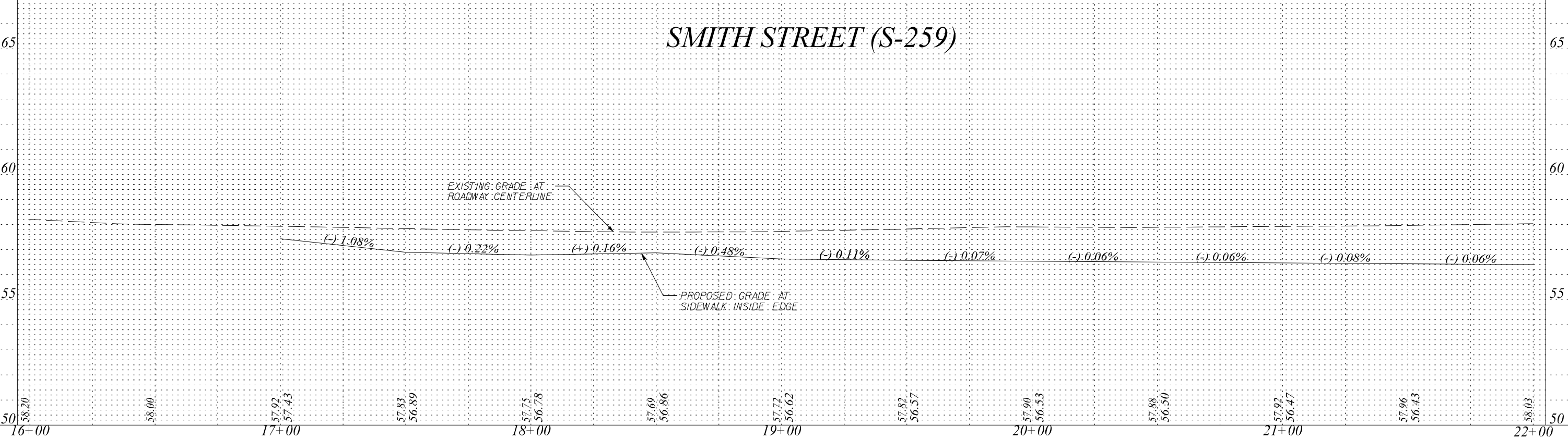
SHEET 9 SCALE: 1" = 20'

20

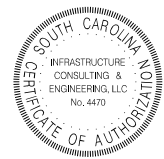
4



14



JE INFRASTRUCTURE CONSULTING & ENGINEERING



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

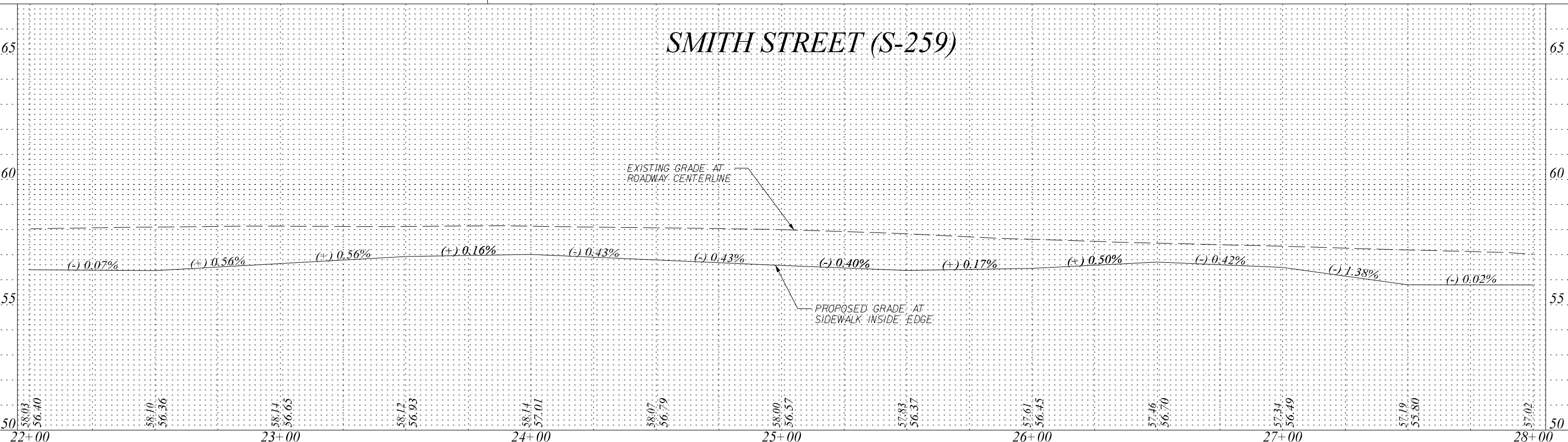
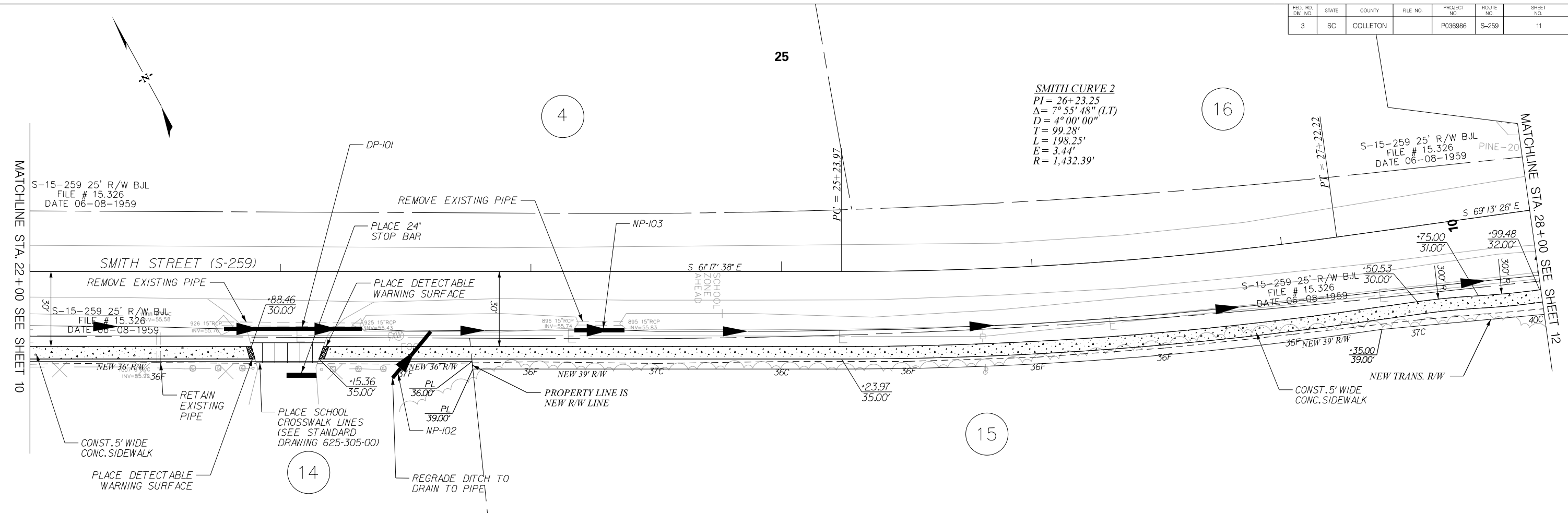
COLLETON COUNTY ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK PLAN AND PROFILE SHEET SMITH STREET (S-259)

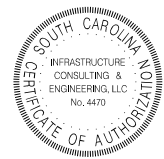
SHEET 10 SCALE: 1" = 20'

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-259	11

SMITH CURVE 2
 PI = 26+23.25
 Δ = 7° 55' 48" (LT)
 D = 4° 00' 00"
 T = 99.28'
 L = 198.25'
 E = 3.44'
 R = 1,432.39'



JE INFRASTRUCTURE CONSULTING & ENGINEERING



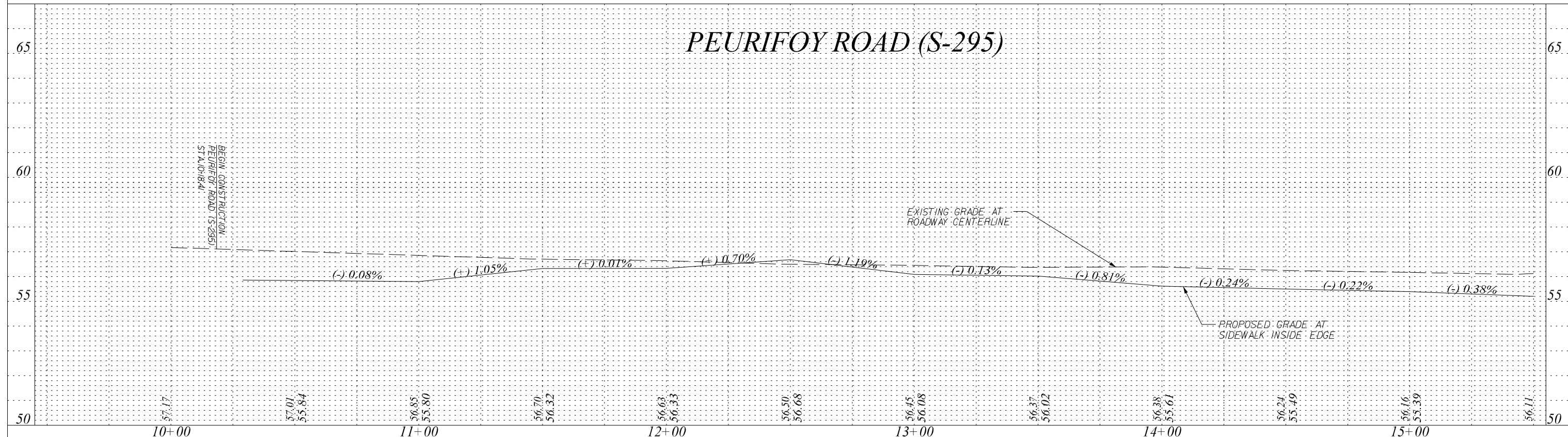
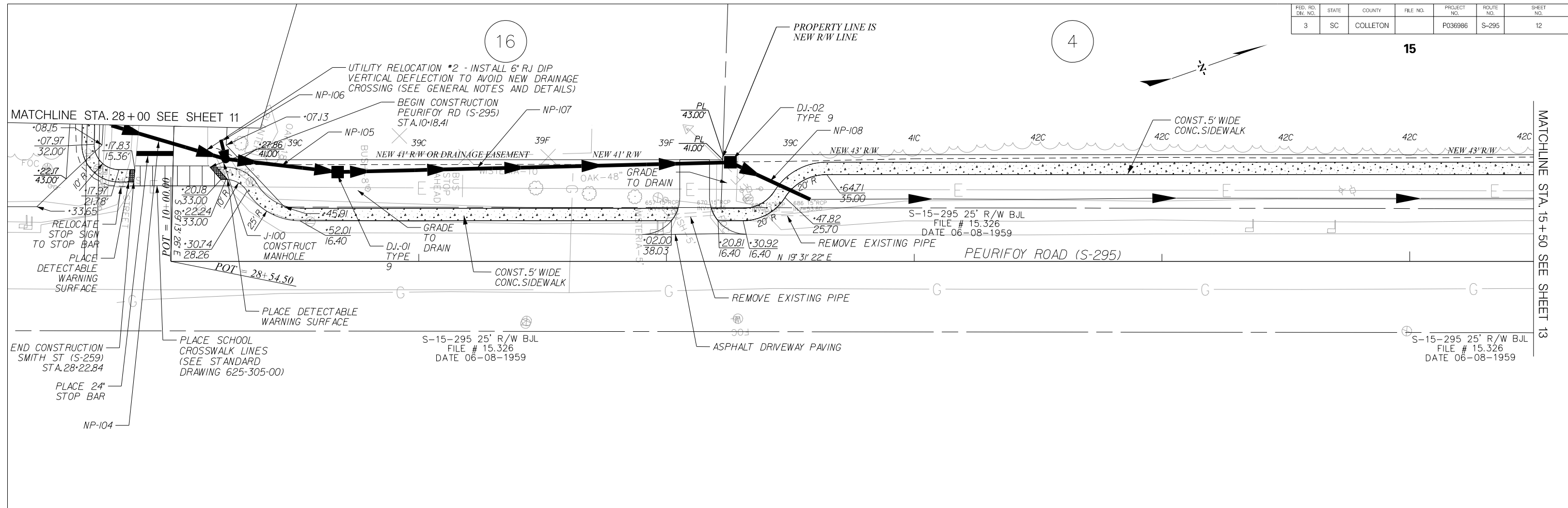
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

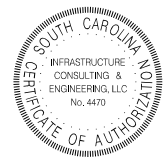
GADSDEN LOOP SIDEWALK
PLAN AND PROFILE SHEET
SMITH STREET (S-259)

SHEET 11 SCALE: 1" = 20'

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-295	12



IE INFRASTRUCTURE CONSULTING & ENGINEERING



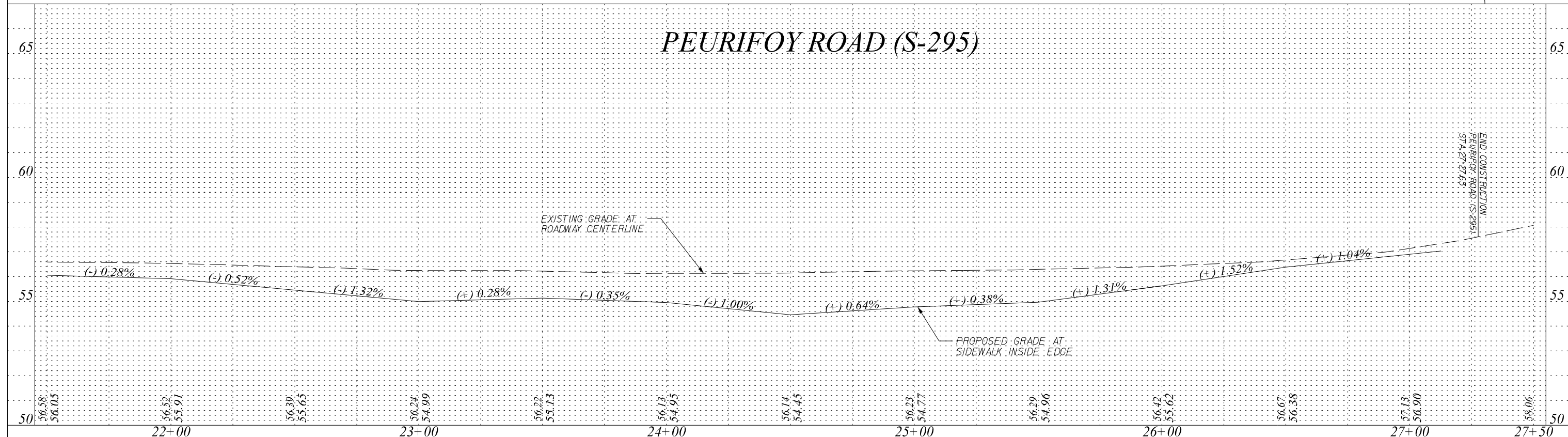
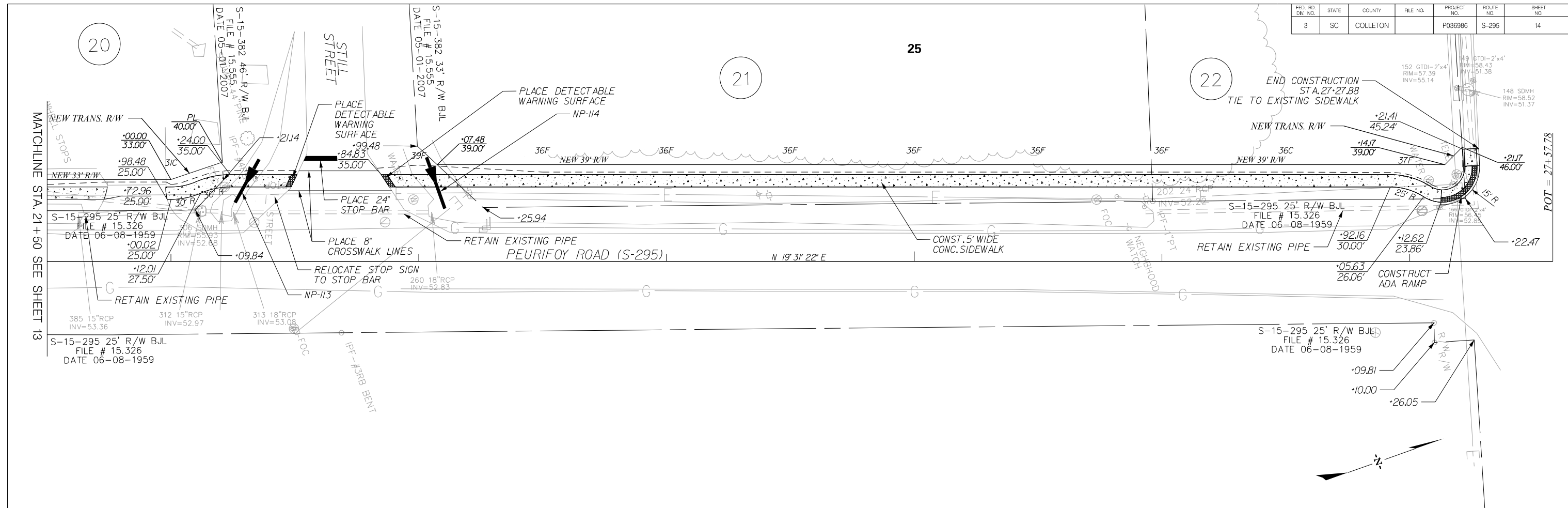
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

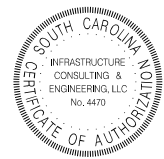
GADSDEN LOOP SIDEWALK
PLAN AND PROFILE SHEET
PEURIFOY ROAD (S-295)

SHEET 12 SCALE: 1" = 20'

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	COLLETON		P036986	S-295	14



JE INFRASTRUCTURE CONSULTING & ENGINEERING



4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	RNT	DATE 02-04-2021	
DRAWN BY:	RNT	DATE 02-04-2021	
CHECKED BY:	JCH	DATE 02-04-2021	

COLLETON COUNTY
ENGINEERING DEPARTMENT

GADSDEN LOOP SIDEWALK
PLAN AND PROFILE SHEET
PEURIFOY ROAD (S-295)

SHEET 14 SCALE: 1" = 20'

GENERAL EROSION CONTROL NOTES

SEDIMENT & EROSION CONTROL

IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.

- A) WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL
- B) WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK, IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.

PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION, FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR100000.

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.

LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

MINIMIZE SOIL COMPACTION AND UNLESS INFEASIBLE, PRESERVE TOPSOIL.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.

- THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
- WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 - FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTION MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM WATER EVENT WHENEVER PRACTICABLE. THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT AS APPROVED OTHERWISE.

THE CONTRACTOR IS REQUIRED TO IDENTIFY AND MAINTAIN AN ON-SITE CONCRETE WASHDOWN AREA THAT MEETS ALL REQUIREMENTS / BMPs OF SCDHEC. APPROVED WASHOUT AREAS MAY INCLUDE SECTIONS OF SIDEWALK THAT HAVE BEEN FORMED AND THAT ARE LOCATED AHEAD OF THE CURRENT CONCRETE POUR. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF CONCRETE REMNANTS AND PREPARING THE SUBGRADE IN THESE AREAS PRIOR TO PLACEMENT OF THE NEXT DAYS CONCRETE POUR.

TABLE 1: PERRENIALS * Months shaded in gray represent applicable planting dates.

COMMON NAME ¹	BOTANICAL NAME	APPROVED SITE(S)	PLANTING RATE (lb/acre)	PLANTING LOCATION	Planting Dates ²											
					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TURF-TYPE GRASSES (SELECT ONE)																
Bahiagrass ¹	Paspalum notatum	Shoulders, Slopes, or Medians	30	Upper State Lower State												
Common Bermudagrass ³ (hulled = hull absent)	Cynodon dactylon	Shoulders, Slopes, or Medians	50	Upper State Lower State												
Common Bermudagrass ³ (unhulled = hull present)	Cynodon dactylon	Shoulders, Slopes, or Medians	60	Upper State Lower State												
Carpet Grass / Centipedegrass Combo	Axonopus affinis Eremochloa ophiuroides	Shoulders, Slopes, or Medians	15 10	Upper State Lower State												
Tall Fescue (KY-31) ⁴	Festuca arundinacea	Shoulders, Slopes, or Medians	75	Upper State Lower State												
GRASSES																
Weeping Lovegrass	Eragrostis curvula	Slopes	10	Upper State Lower State												
Indiangrass	Sorghastrum nutans	Slopes	10	Upper State Lower State												
Little Bluestem	Andropogon scoparius	Slopes	10	Upper State Lower State												
Coastal Panicgrass	Panicum amarum	Slopes	20	Upper State Lower State												
Switchgrass	Panicum virgatum	Slopes	10	Upper State Lower State												
Perennial Rye Grass ⁵	Lolium perenne	Shoulders, Slopes, or Medians	15	Upper State Lower State												
Virginia Wild Rye	Elymus virginicus	Shoulders, Slopes, or Medians	6	Upper State Lower State												
LEGUMES⁶																
White Clover	Tribolium repens	Shoulders, Slopes, or Medians	5	Upper State Lower State												
Crownvetch	Coronilla varia	Slopes	25	Upper State Lower State												
Sericea Lespedeza (Scarified seed)	Lespedeza cuneata	Slopes	50	Upper State Lower State												
Sericea Lespedeza (Unscarified seed)	Lespedeza cuneata	Slopes	80	Upper State Lower State												

¹Bahiagrass: Use at discretion of RCE based on project location. ²Perennial Rye Grass: Do not use Annual Italian Rye Grass (Lolium multiflorum).
³Common Bermudagrass: Do not use Giant Bermudagrass (CBE-37). ⁴Only use pre-inoculated legumes or use an appropriate inoculant with the seed at plant.
⁵Tall Fescue (KY-31): Do not use Tall Fescue (Lolium arundinacea). ⁶If Common Name of seed is not available, use seed with the listed Botanical Name.

TABLE 2: ANNUALS * Months shaded in gray represent applicable planting dates.

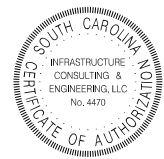
COMMON NAME ¹	BOTANICAL NAME	APPROVED SITE(S)	NURSE CROP RATE (lb/acre)	TEMP COVER RATE (lbs/acre)	PLANTING LOCATION	Planting Dates ²											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Crimson Clover ¹	Trifolium incarnatum	Shoulders, Slopes, or Medians	20	20	Upper State Lower State												
Lespedeza ³ Kobe / Korean	Lespedeza striata / stipulacea	Shoulders, Slopes	15	60	Upper State Lower State												
Browntop Millet ²	Panicum ramosum	Shoulders, Slopes, or Medians	10	40	Upper State Lower State												
German Millet ² (Foxtail Millet)	Setaria italica	Shoulders, Slopes, or Medians	10	40	Upper State Lower State												
Japanese Millet ²	Echinochloa crusgalli	Slopes	10	50	Upper State Lower State												
Oats	Avena sativa	Slopes	40	110	Upper State Lower State												
Hairy Vetch ¹	Vicia villosa	Slopes	15	50	Upper State Lower State												
Pearl Millet	Pennisetum glaucum	Slopes	15	50	Upper State Lower State												
Sudangrass	Sorghum bicolor	Slopes, Buffers	20	80	Upper State Lower State												
Barley	Hordeum vulgare	Slopes	55	110	Upper State Lower State												
Wheat ⁴	Triticum spp.	Slopes, Buffers	35	110	Upper State Lower State												
Rye Grain ^{4,5}	Secale cereale	Shoulders, Slopes, or Medians	40	110	Upper State Lower State												

¹ Only use pre-inoculated legumes or an appropriate inoculant with the seed at planting. ² Months shaded in gray represent applicable planting dates.
³ Mow Millet (no lower than 3 inches) once it reaches a height of 18 - 24 inches or at the discretion of the RCE to reduce competitiveness with permanent vegetation.
⁴ Rye Grain: Do not use Annual Italian Rye Grass (Lolium multiflorum).
⁵ Mow Wheat and Rye Grain (no lower than 3 inches) once they reach a height of 18 - 24 inches or at the discretion of the RCE to reduce competitiveness with permanent vegetation.
⁶ If the Common Name of the seed listed is not available, use seed with the listed Botanical Name. Do not use Wild Bird, Wild Animal, or Domestic Feed Seed.

SEQUENCE OF CONSTRUCTION

1. OBTAIN NPDES COVERAGE FROM DHEC
2. NOTIFY SCDHEC REGIONAL OFFICE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. INSTALL TREE PROTECTION AND DELINEATE CLEARING LIMITS
4. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
5. INSTALL PERIMETER CONTROLS (E.G. SILT FENCE).
6. PROVIDE SITE DRAINAGE WITH DIVERSION DITCHES, SWALES AND DRAINS.
7. CLEARING AND GRUBBING OF SITE (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
8. STRIP TOP SOIL AND STOCKPILE FOR LATER USE ON SHOULDERS AND SLOPES PER SECTION 209 OF THE STANDARD SPECIFICATIONS. "ALL DISTURBED AREA [ANY AREA OF LAND THAT WILL BE DISTURBED DURING CONSTRUCTION, THAT INCLUDES CLEARING, GRUBBING, STOCK PILING, AND INSTALLATION OF ANY BMPs (SILT FENCE, SWALES, CHECK DAMS, ETC)] MUST BE INCLUDED WITHIN THE LIMITS OF DISTURBANCE."
9. ROUGH GRADING
10. INSTALL STORM DRAINAGE
11. FINE GRADING
12. ASPHALT PAVING
13. CONSTRUCT SIDEWALK
14. FINISH GRADING AND FINAL GRASSING AND LANDSCAPING
15. MAINTAIN ALL SEDIMENT AND EROSION CONTROL DEVICES FOR THE EXTENT OF THE PROJECT
16. REMOVAL OF SEDIMENT CONTROLS AFTER SITE HAS BEEN STABILIZED
17. CONTACT SCDHEC FOR FINAL PROJECT INSPECTION
18. FILE NOTICE OF TERMINATION

PROFESSIONAL ENGINEER
 LICENSE NO. 32916
 JAMES C. HINSON



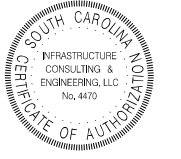
4				
3				
2				
1				
REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
	AZF	02-04-2021	DATE	02-04-2021
	AZF	02-04-2021	DATE	02-04-2021
	JCH	02-04-2021	DATE	02-04-2021

COLLETON COUNTY
ENGINEERING DEPARTMENT

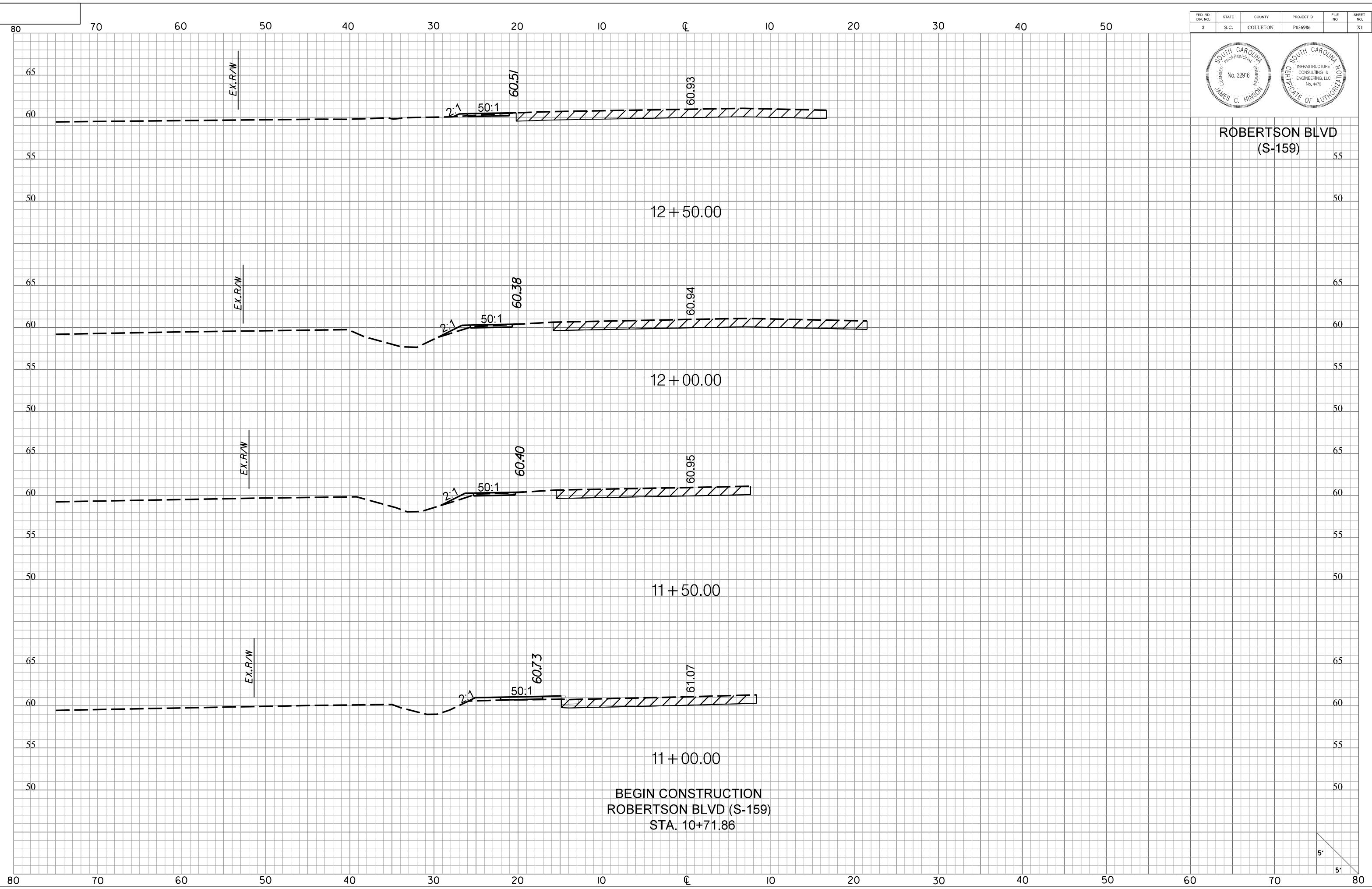
GADSDEN LOOP SIDEWALK
GENERAL EROSION CONTROL NOTES

SHEET EC1 SCALE: NTS

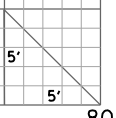
FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X1



**ROBERTSON BLVD
(S-159)**



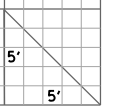
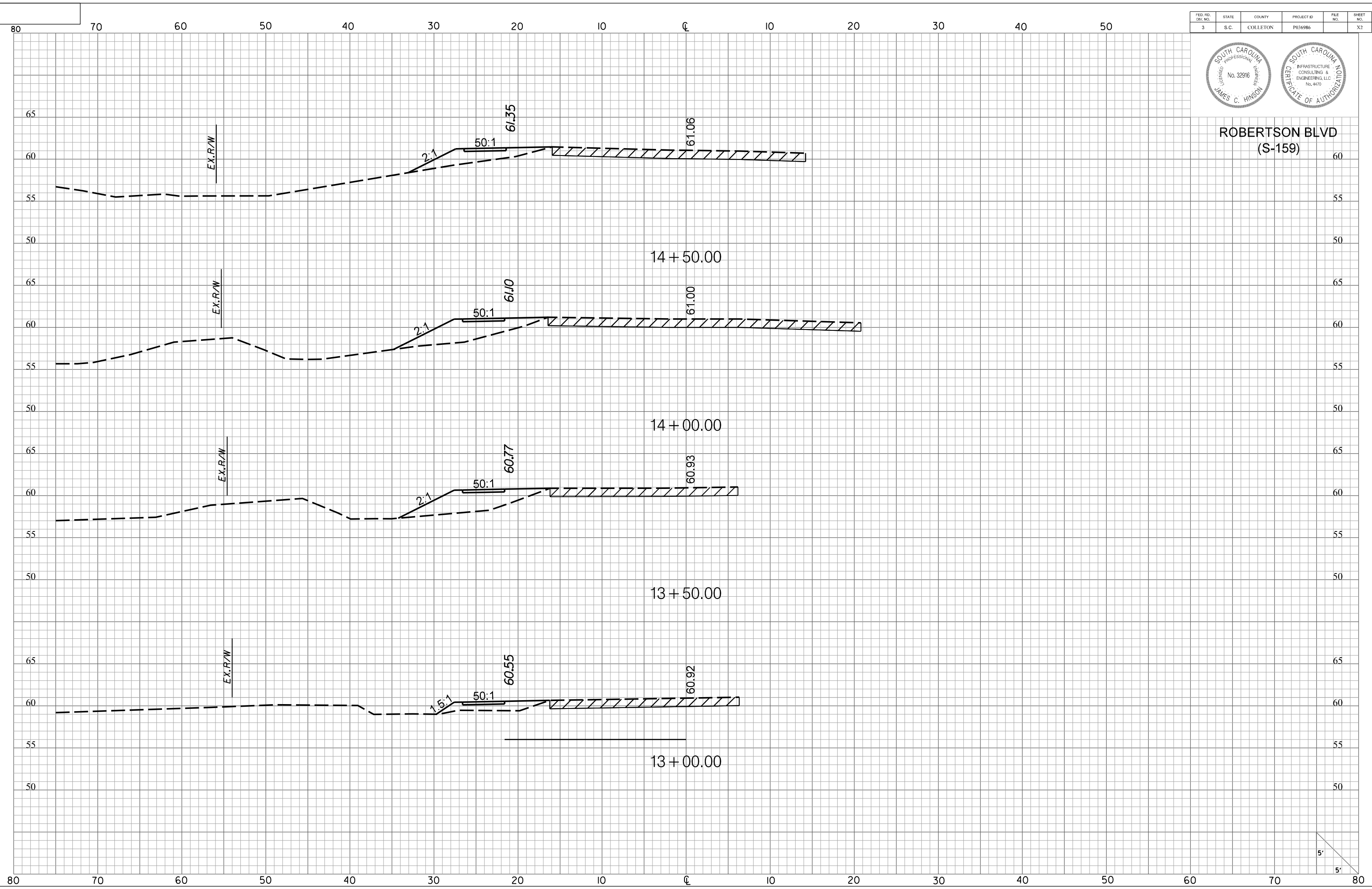
BEGIN CONSTRUCTION
ROBERTSON BLVD (S-159)
STA. 10+71.86



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X2



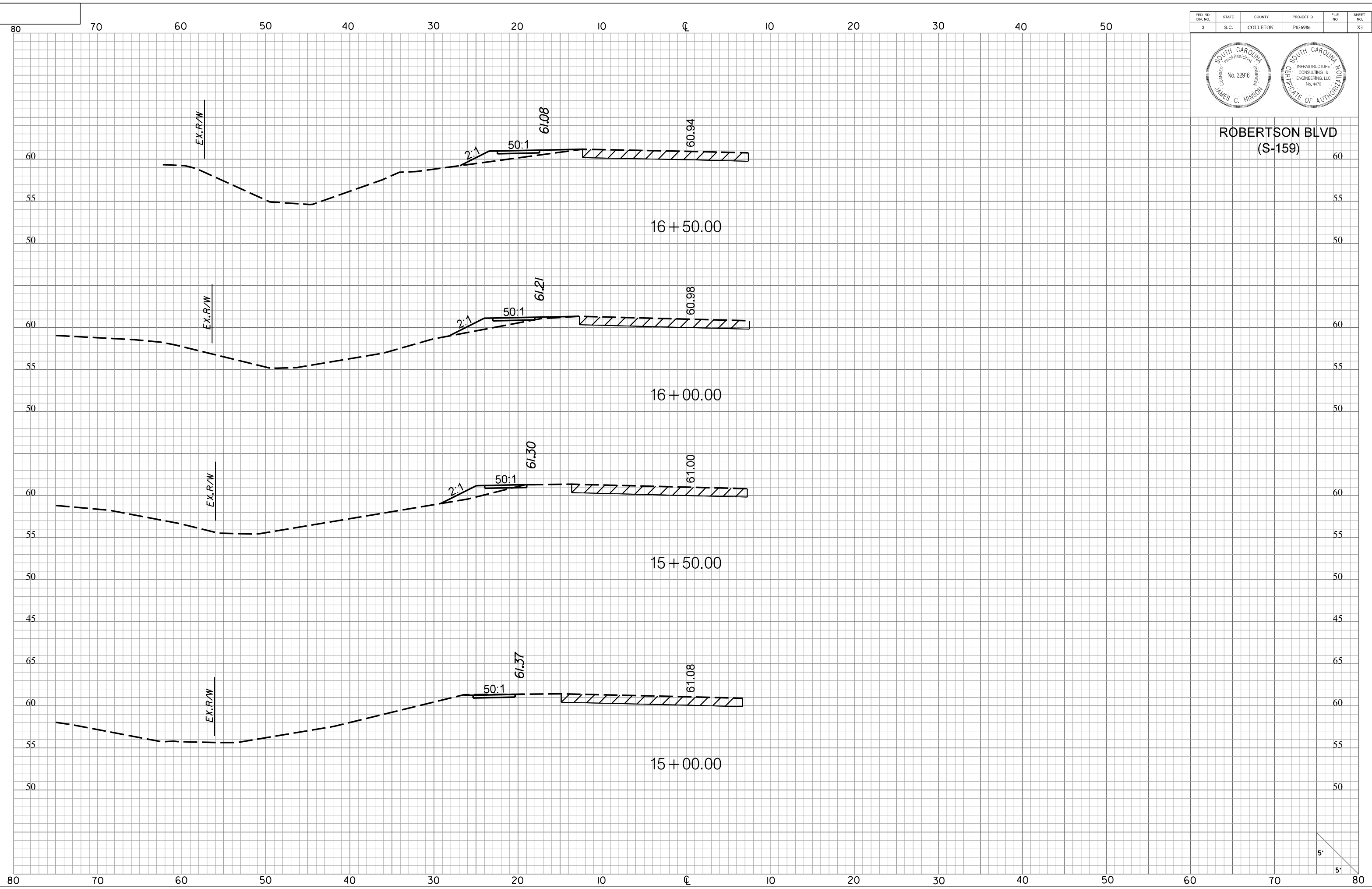
**ROBERTSON BLVD
(S-159)**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X3



**ROBERTSON BLVD
(S-159)**

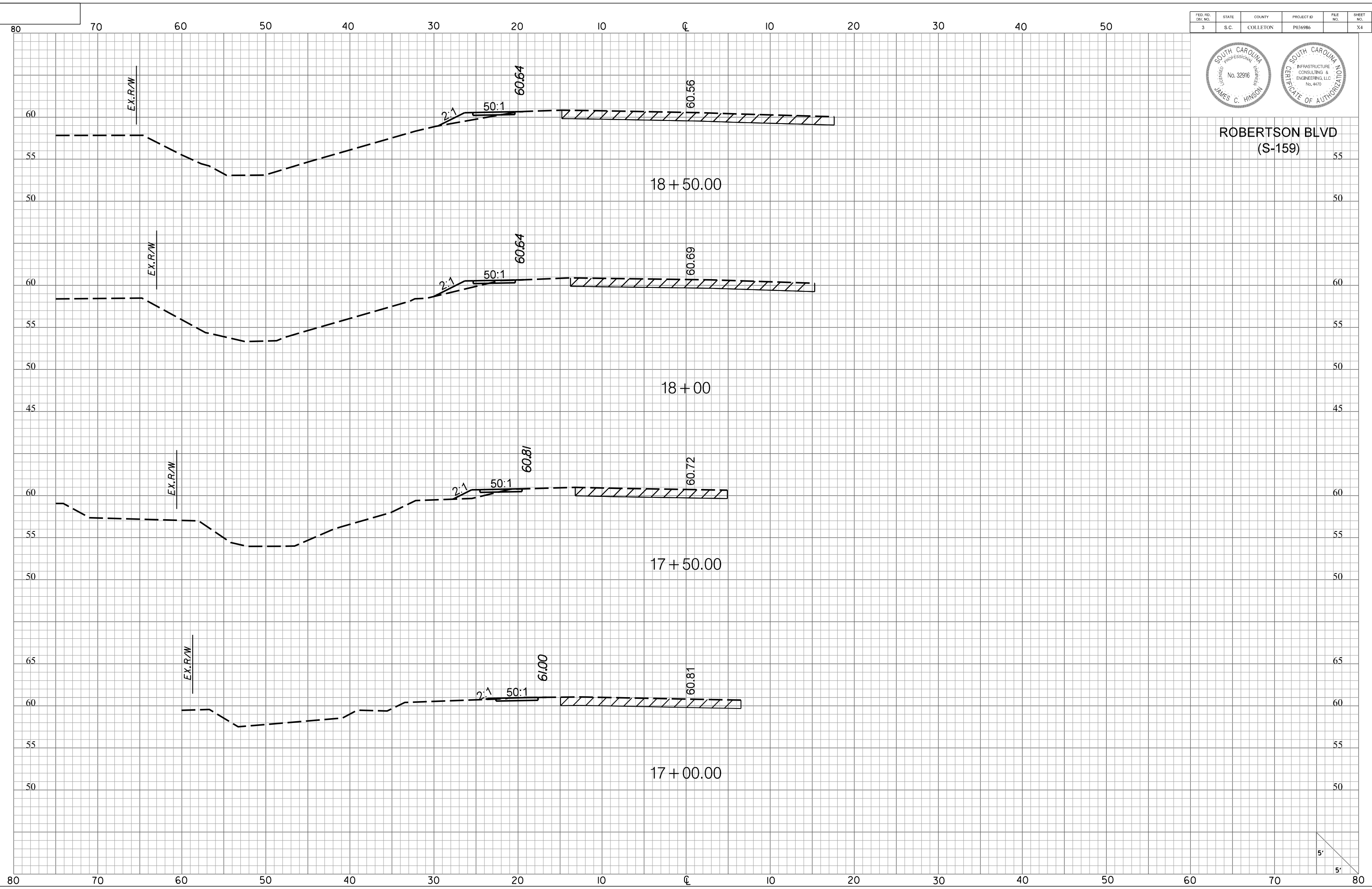


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X4

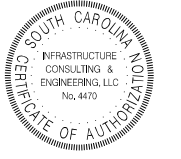


**ROBERTSON BLVD
(S-159)**

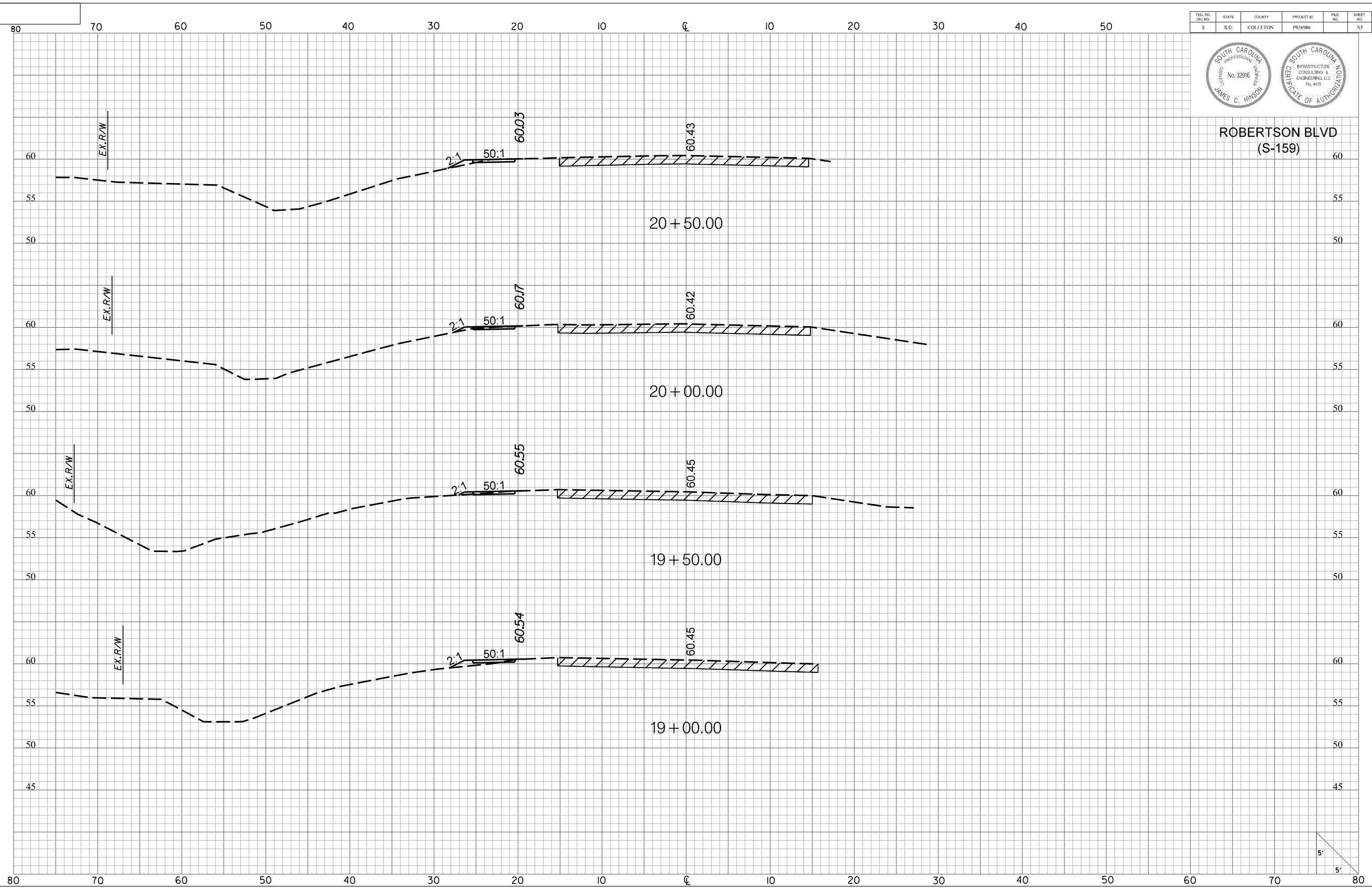


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X5



**ROBERTSON BLVD
(S-159)**

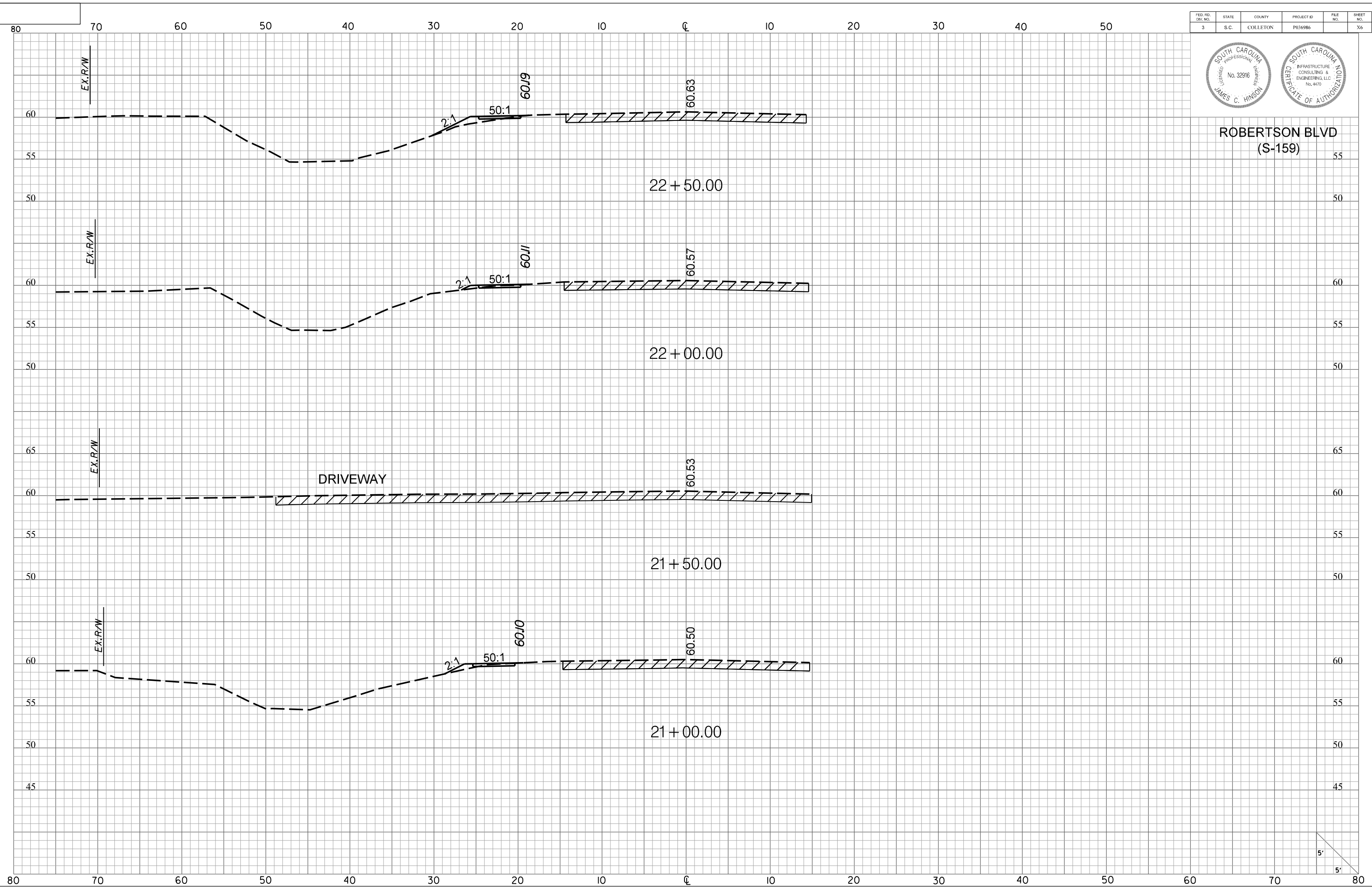


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X6



**ROBERTSON BLVD
(S-159)**

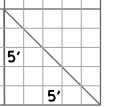
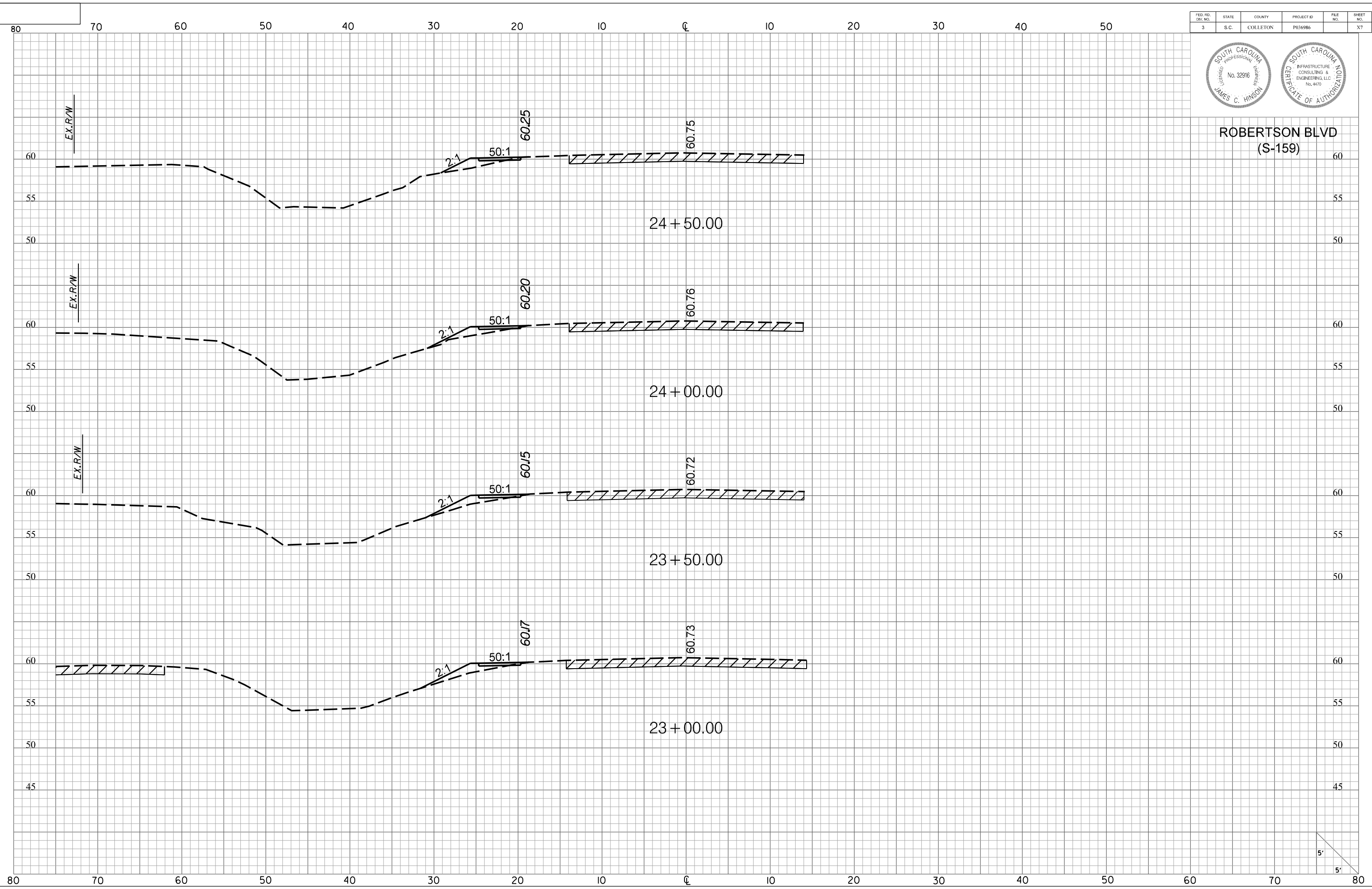


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X7



**ROBERTSON BLVD
(S-159)**

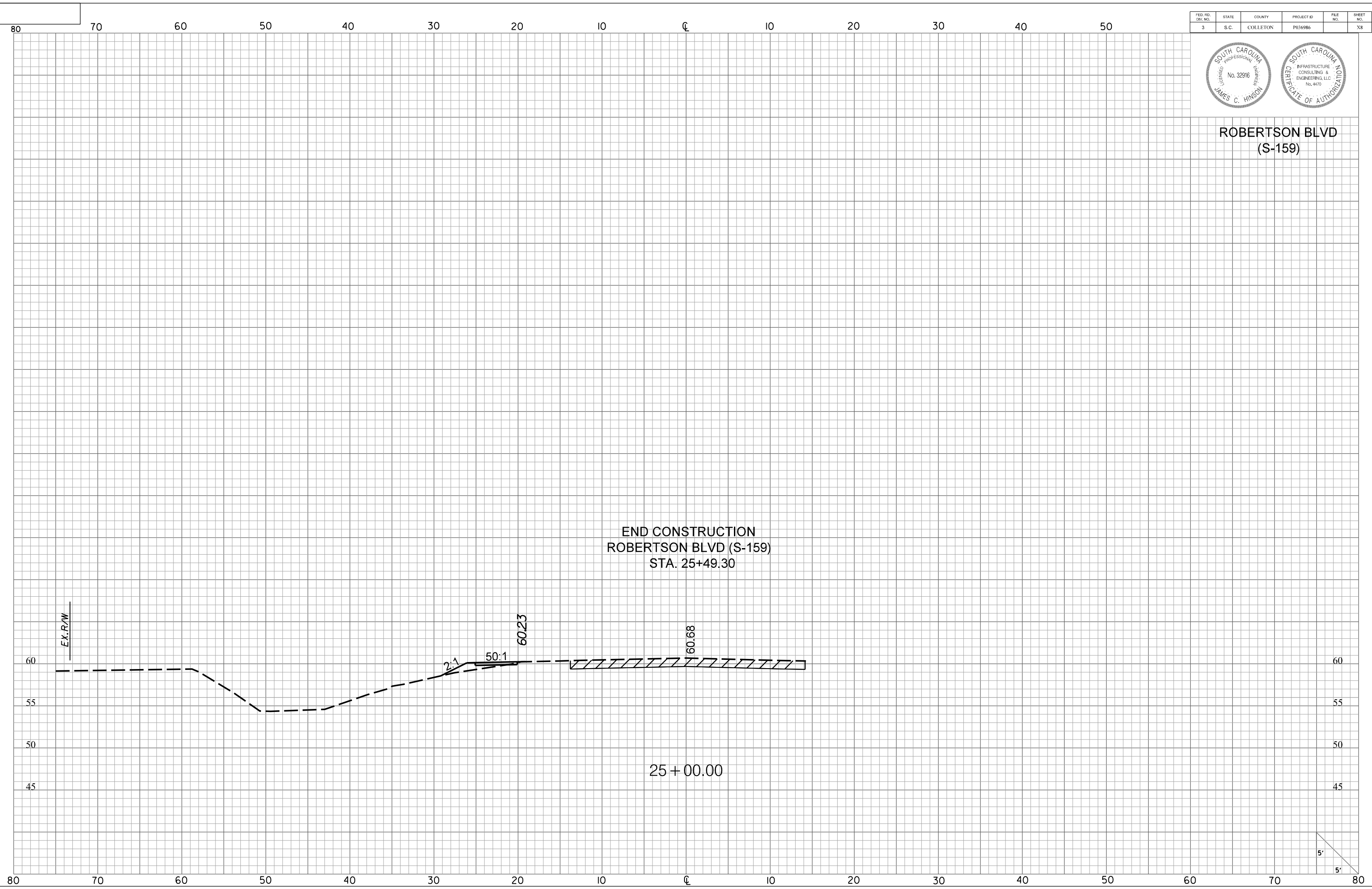


FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		XX

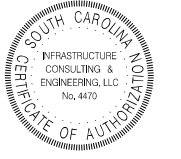


**ROBERTSON BLVD
(S-159)**

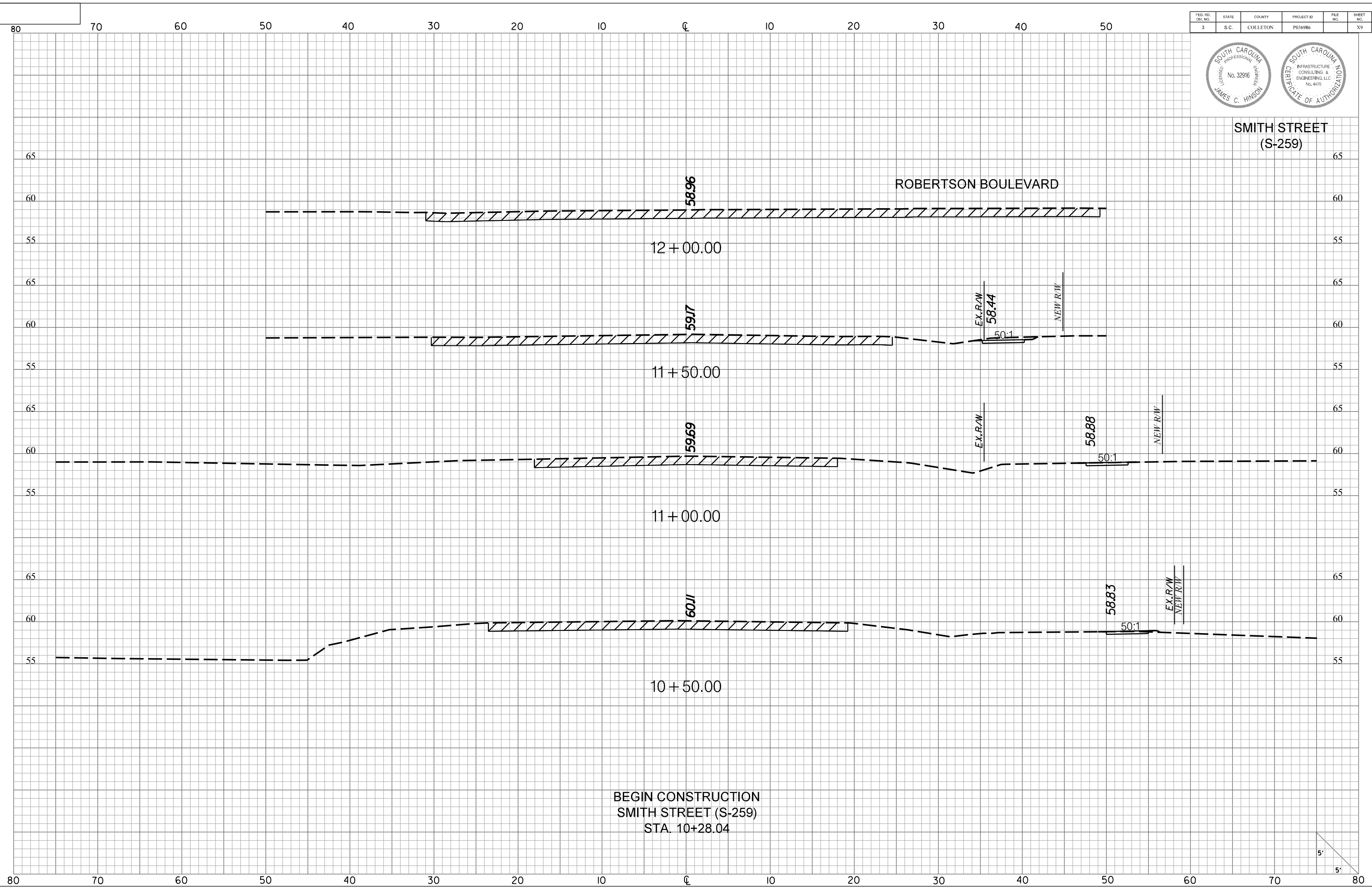
**END CONSTRUCTION
ROBERTSON BLVD (S-159)
STA. 25+49.30**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X9



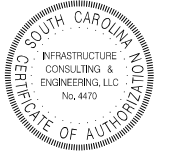
**SMITH STREET
(S-259)**



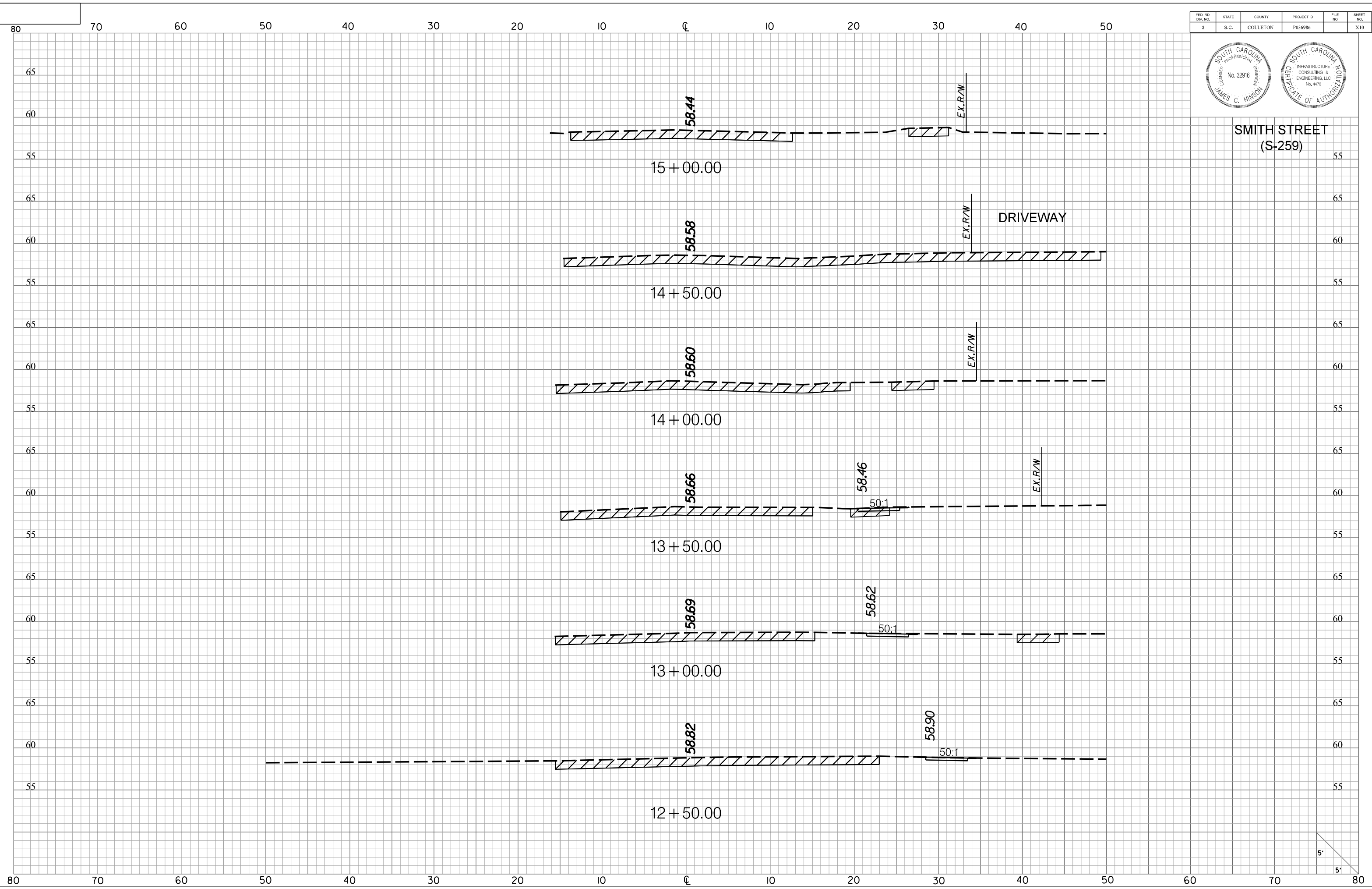
BEGIN CONSTRUCTION
SMITH STREET (S-259)
STA. 10+28.04

5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X10

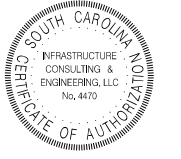


**SMITH STREET
(S-259)**

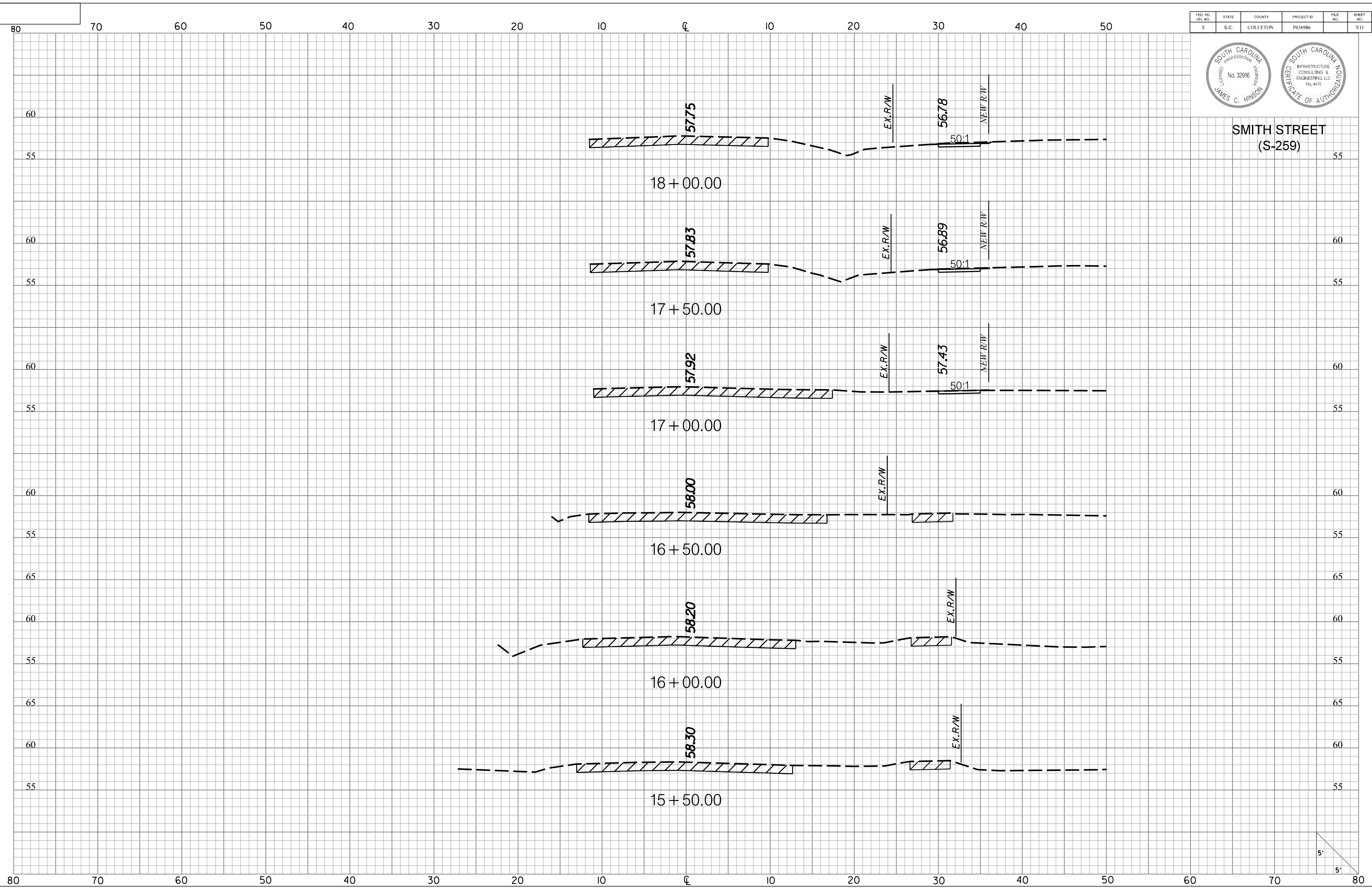


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X11

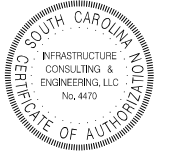


**SMITH STREET
(S-259)**

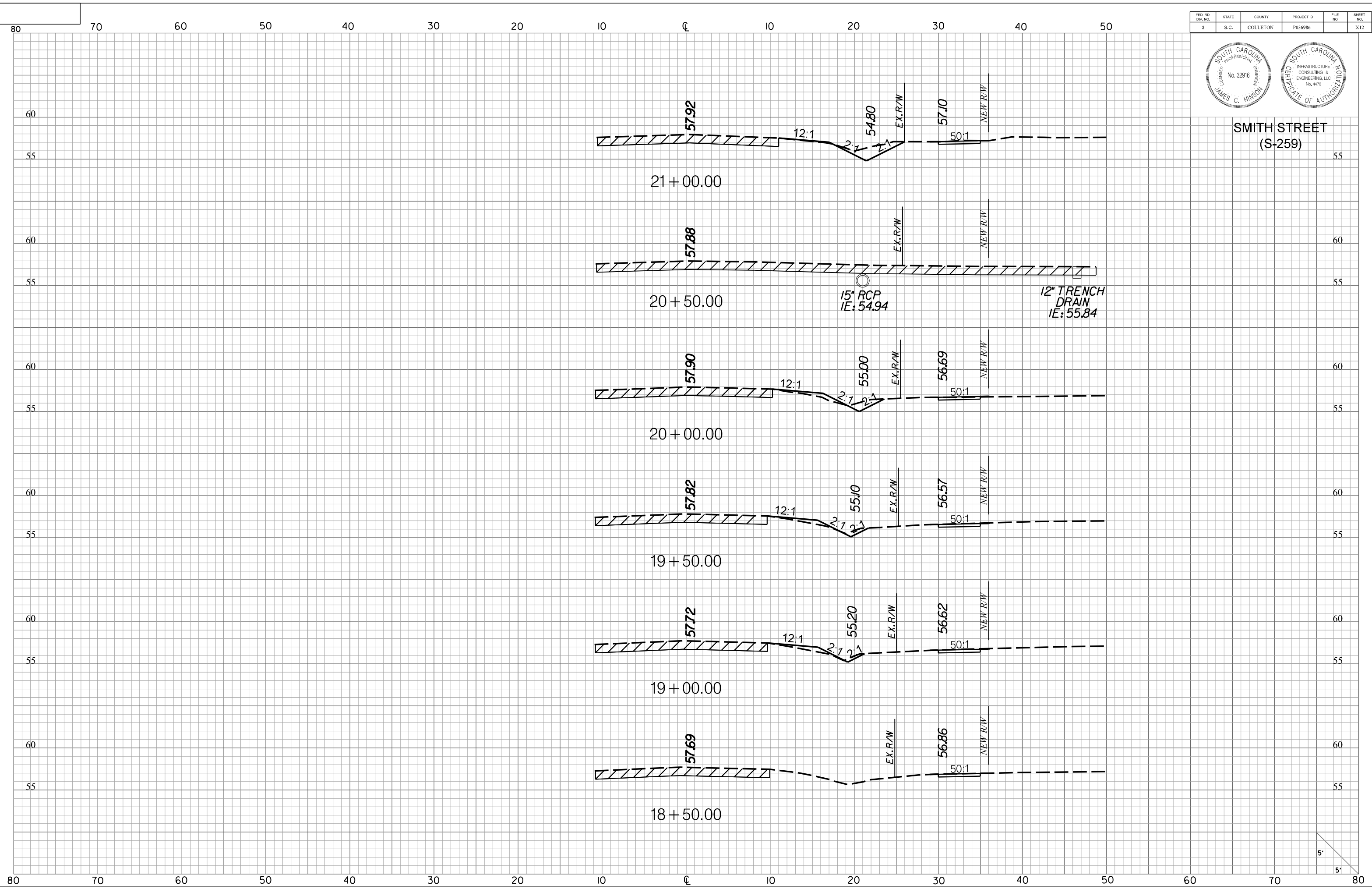


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X12



**SMITH STREET
(S-259)**

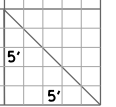
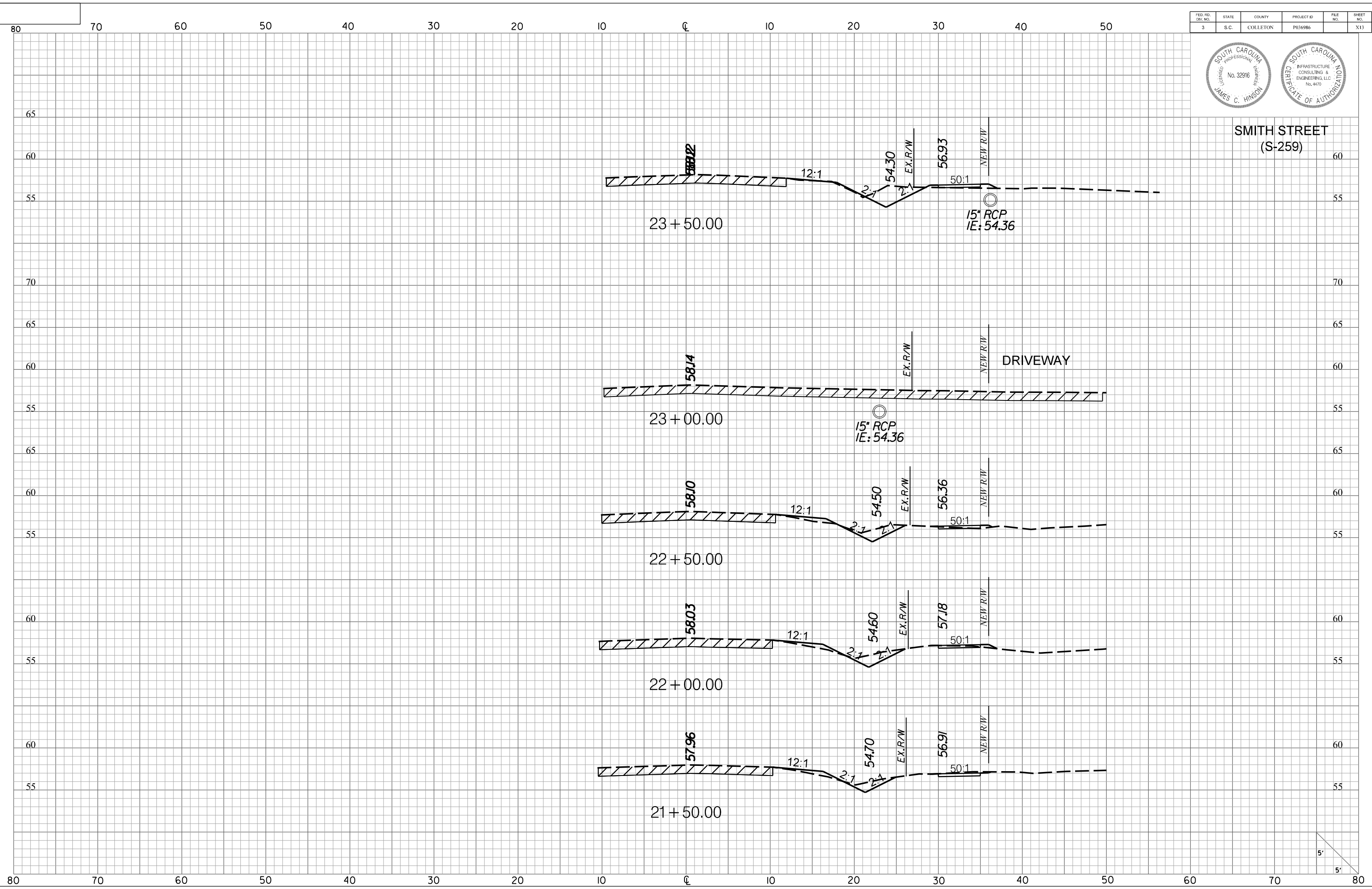


5'
5'

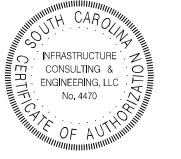
FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X13



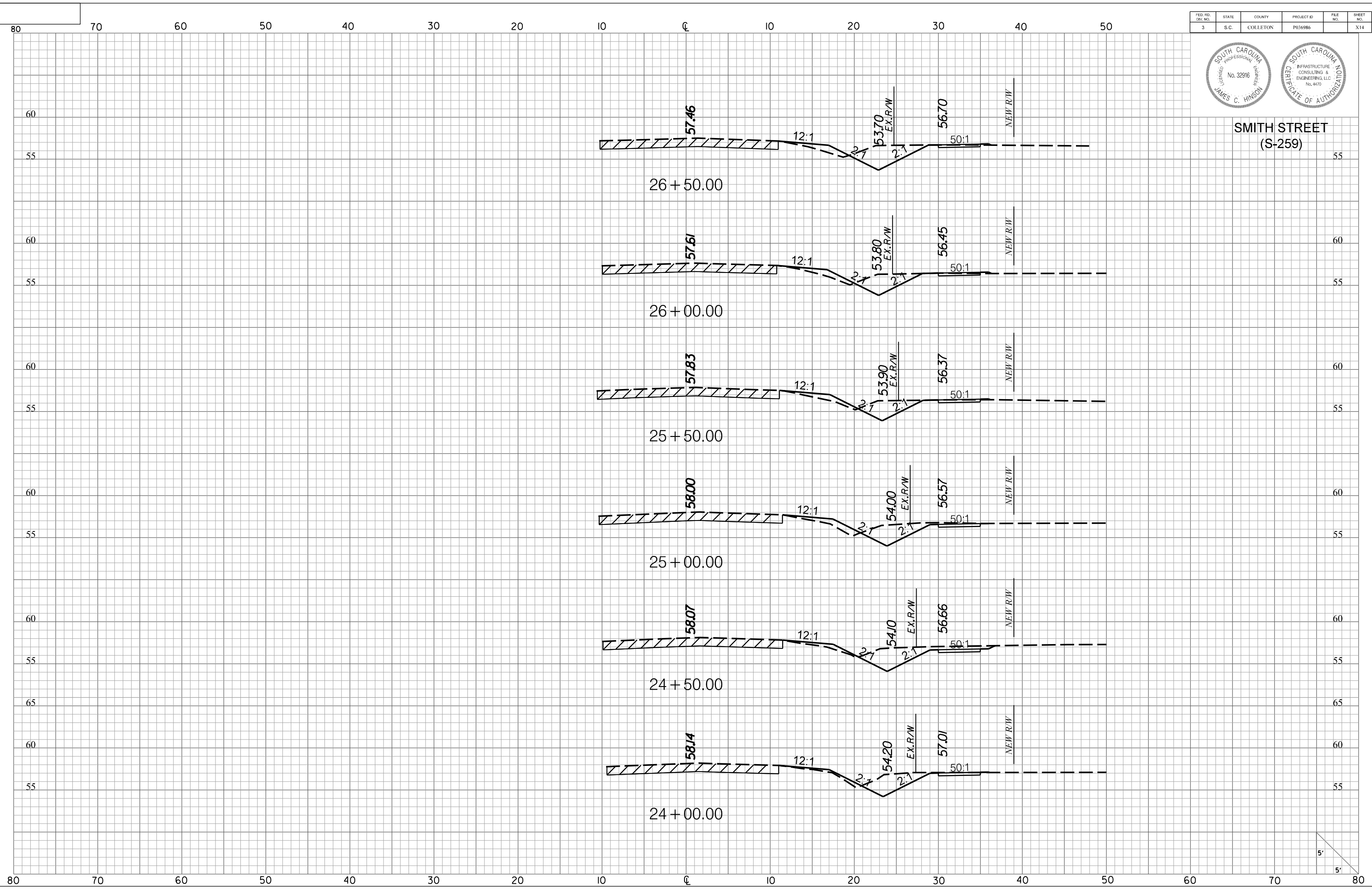
**SMITH STREET
(S-259)**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X14

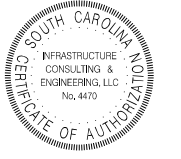


**SMITH STREET
(S-259)**



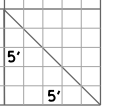
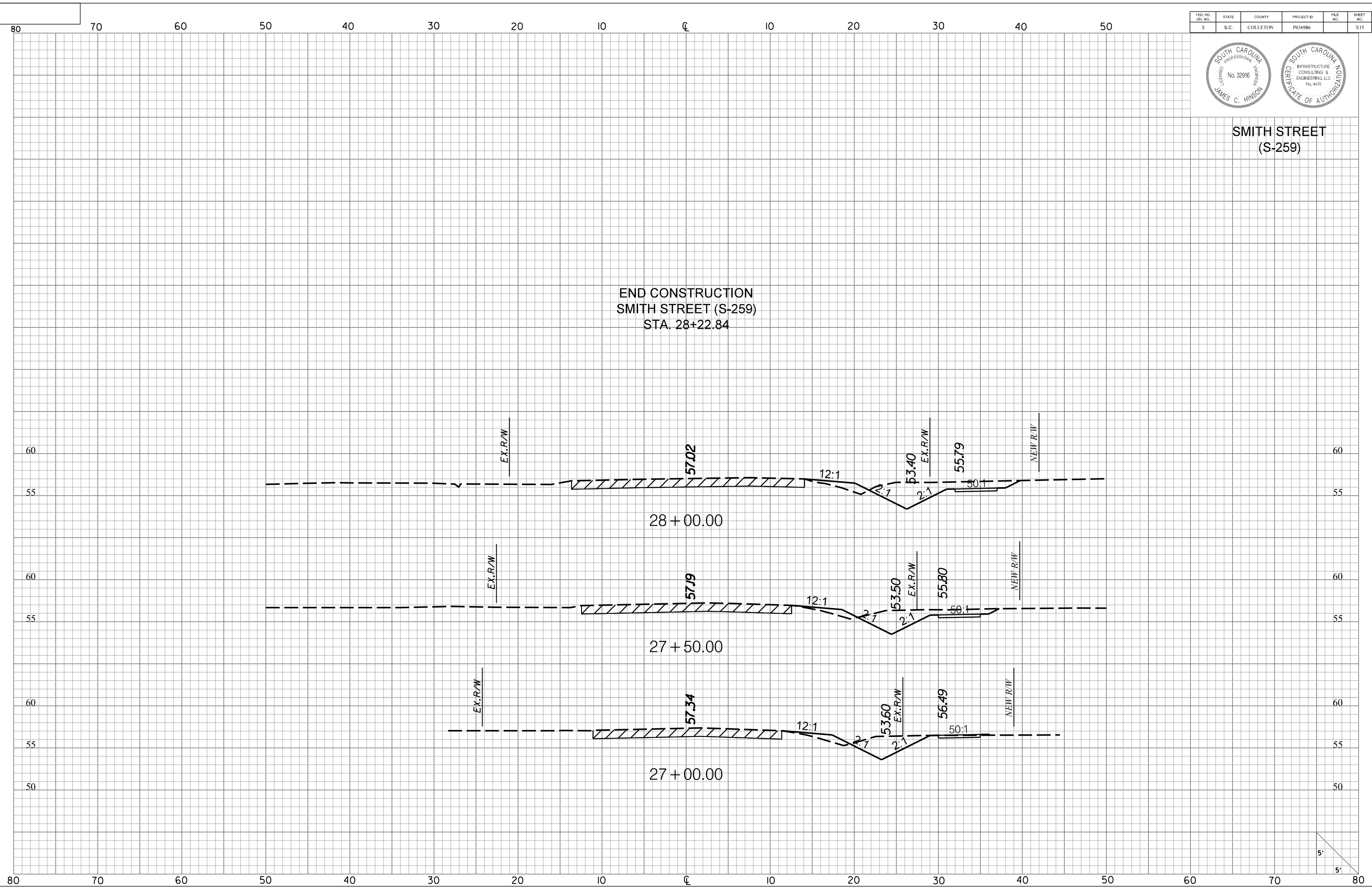
5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X15



**SMITH STREET
(S-259)**

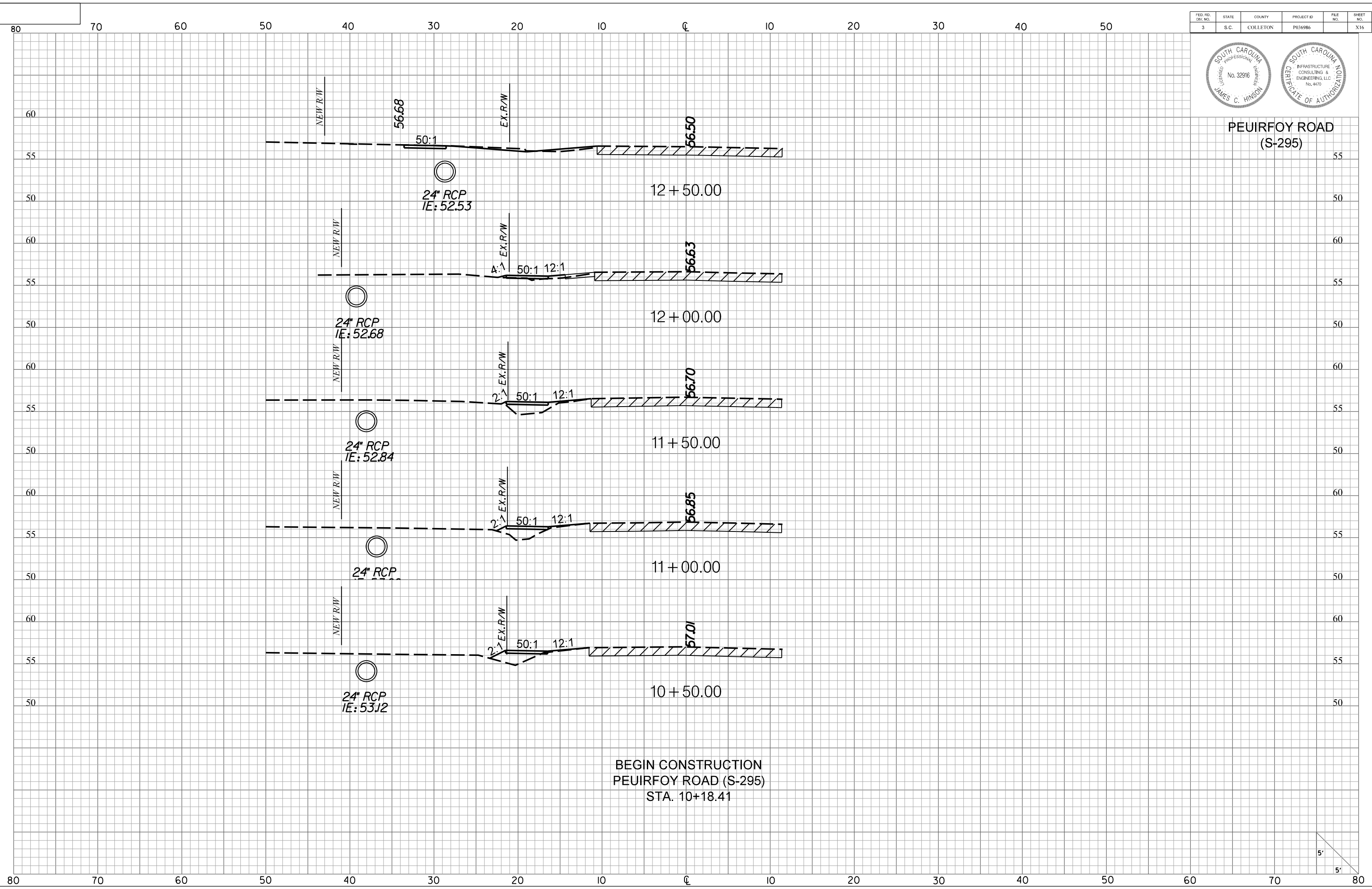
**END CONSTRUCTION
SMITH STREET (S-259)
STA. 28+22.84**



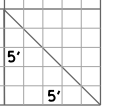
FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		316



**PEUIRFOY ROAD
(S-295)**



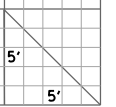
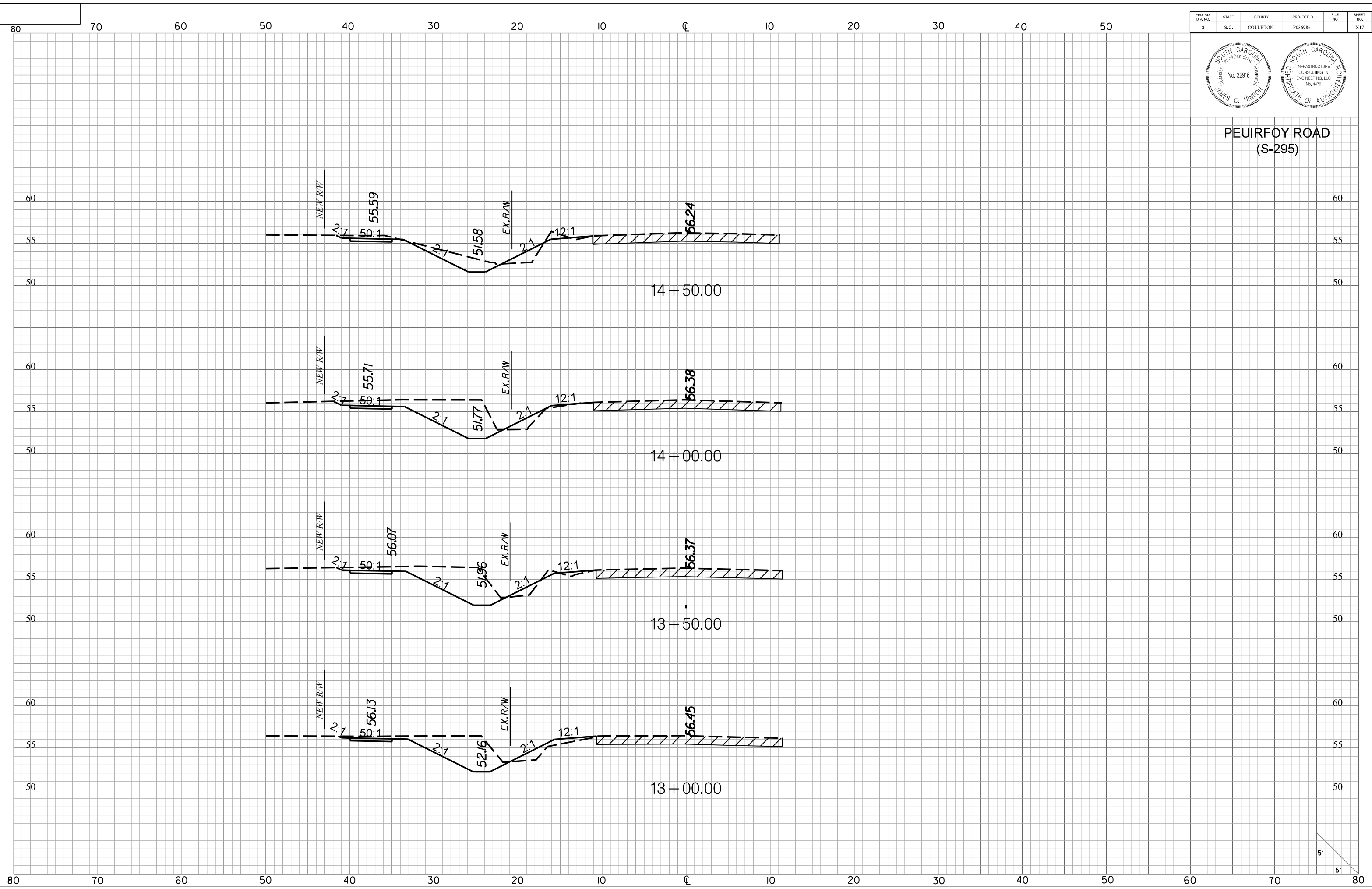
BEGIN CONSTRUCTION
PEUIRFOY ROAD (S-295)
STA. 10+18.41



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X17



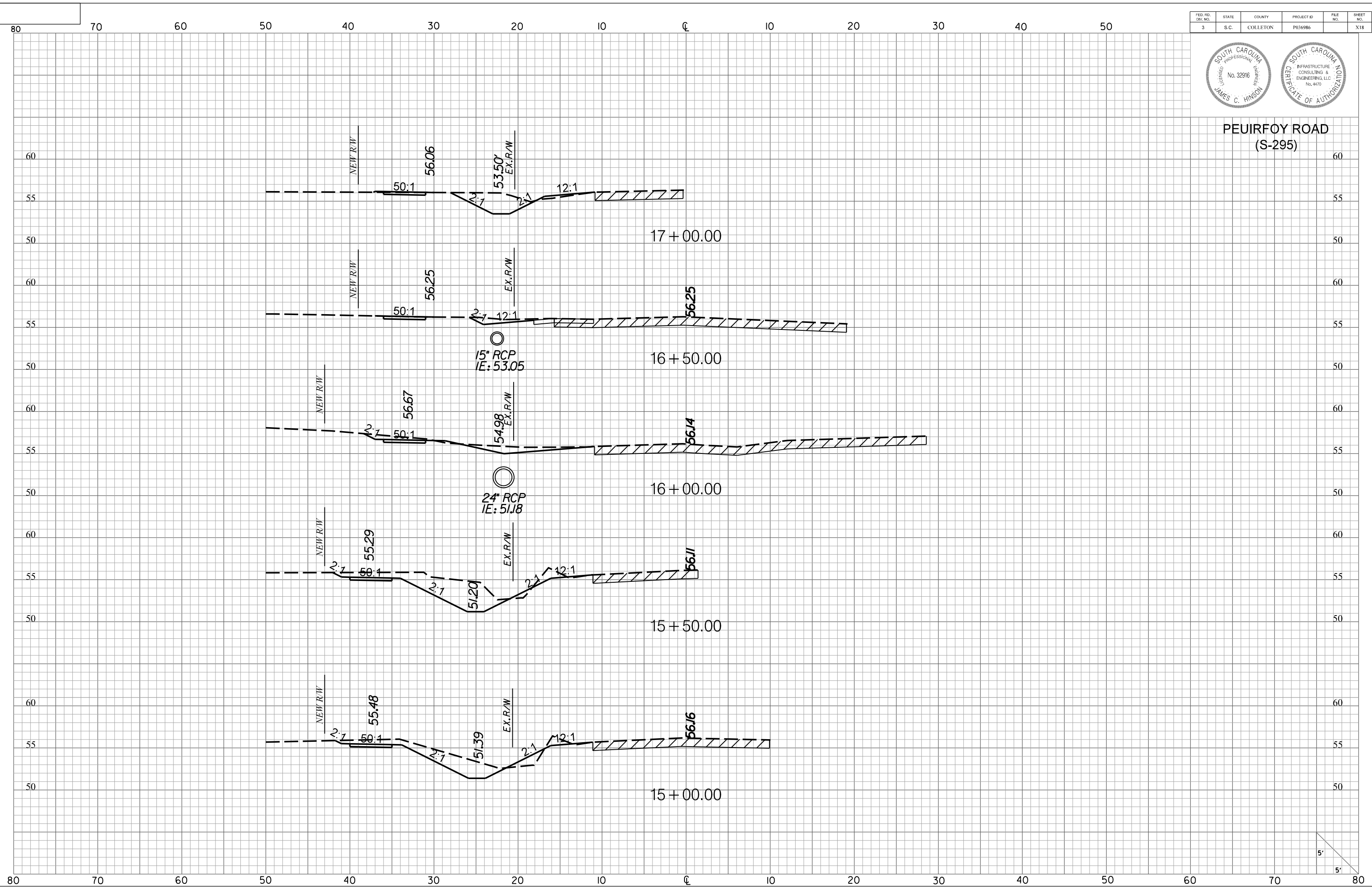
**PEUIRFOY ROAD
(S-295)**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X18



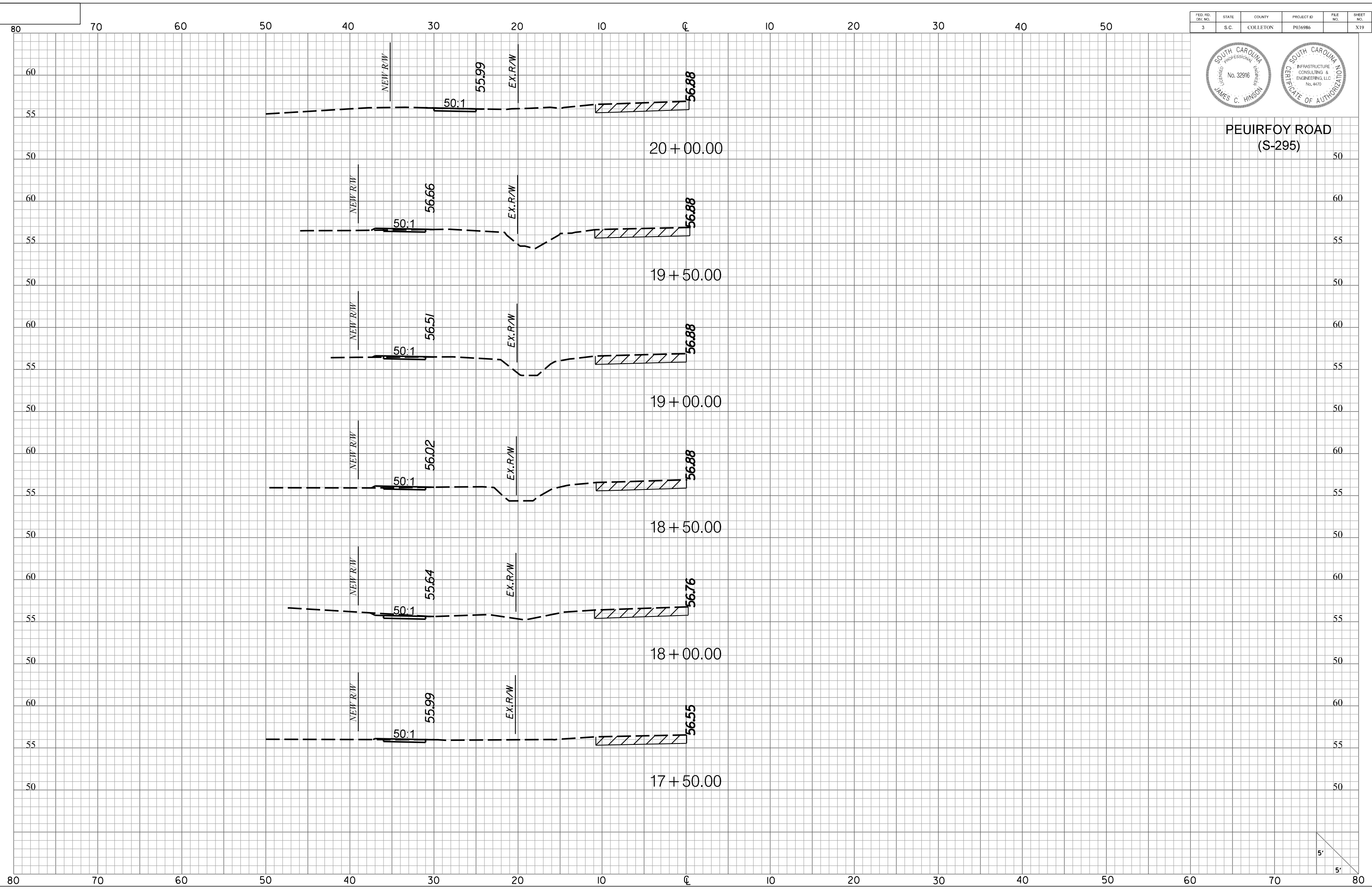
**PEUIRFOY ROAD
(S-295)**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X19



**PEUIRFOY ROAD
(S-295)**

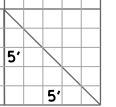
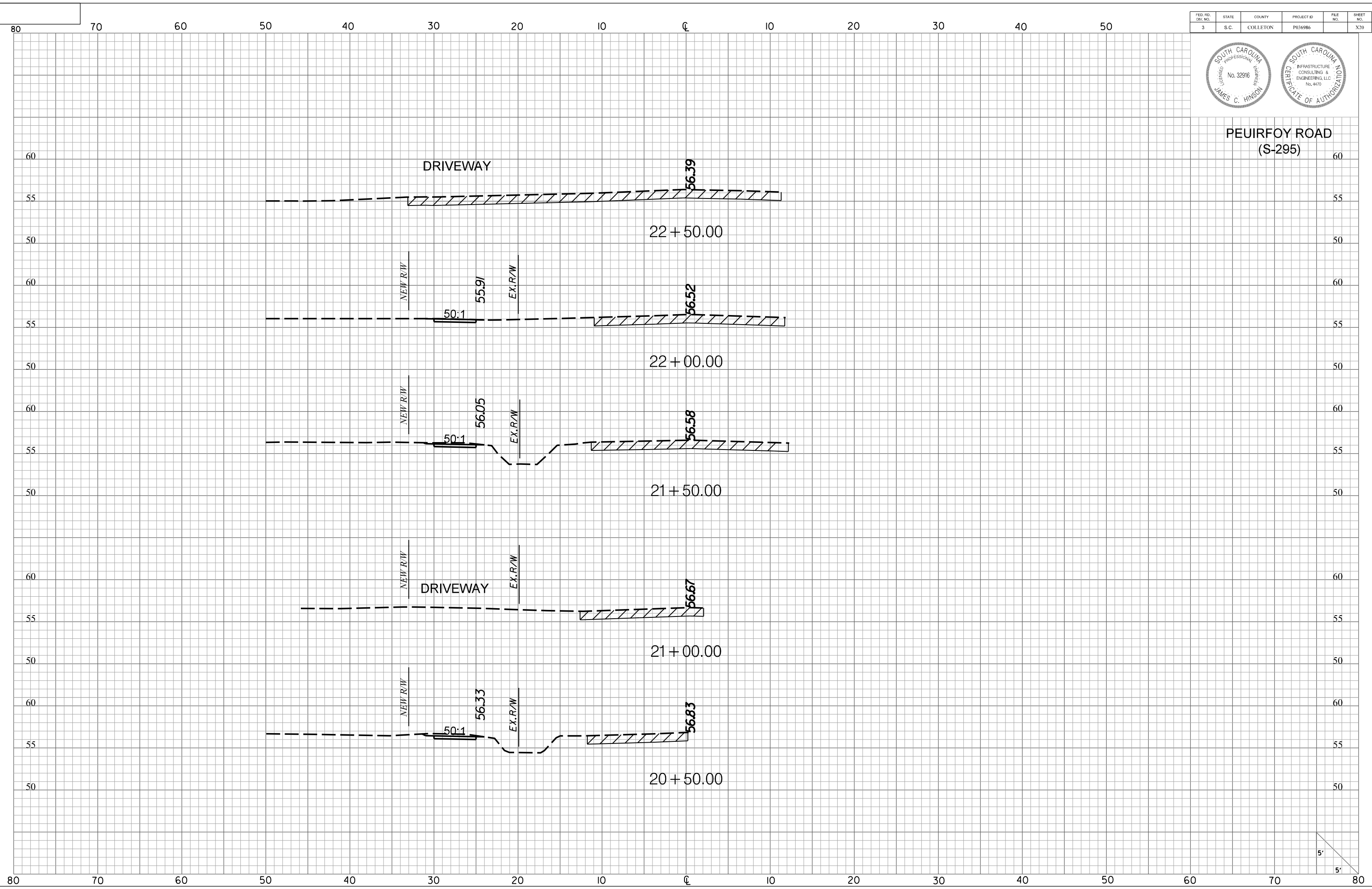


5'
5'

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X20



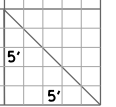
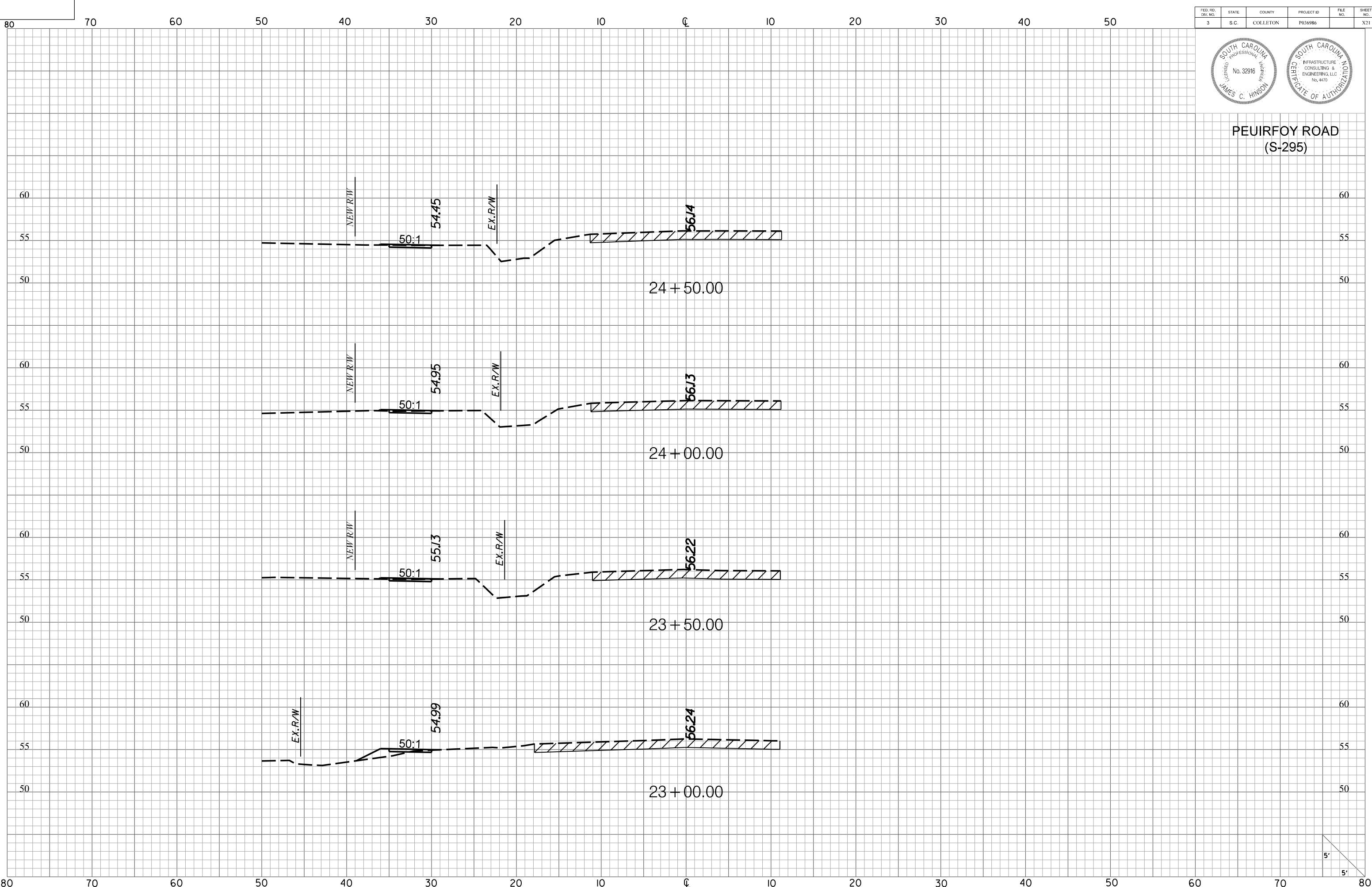
**PEURFOY ROAD
(S-295)**



FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X21

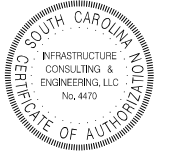


**PEUIRFOY ROAD
(S-295)**



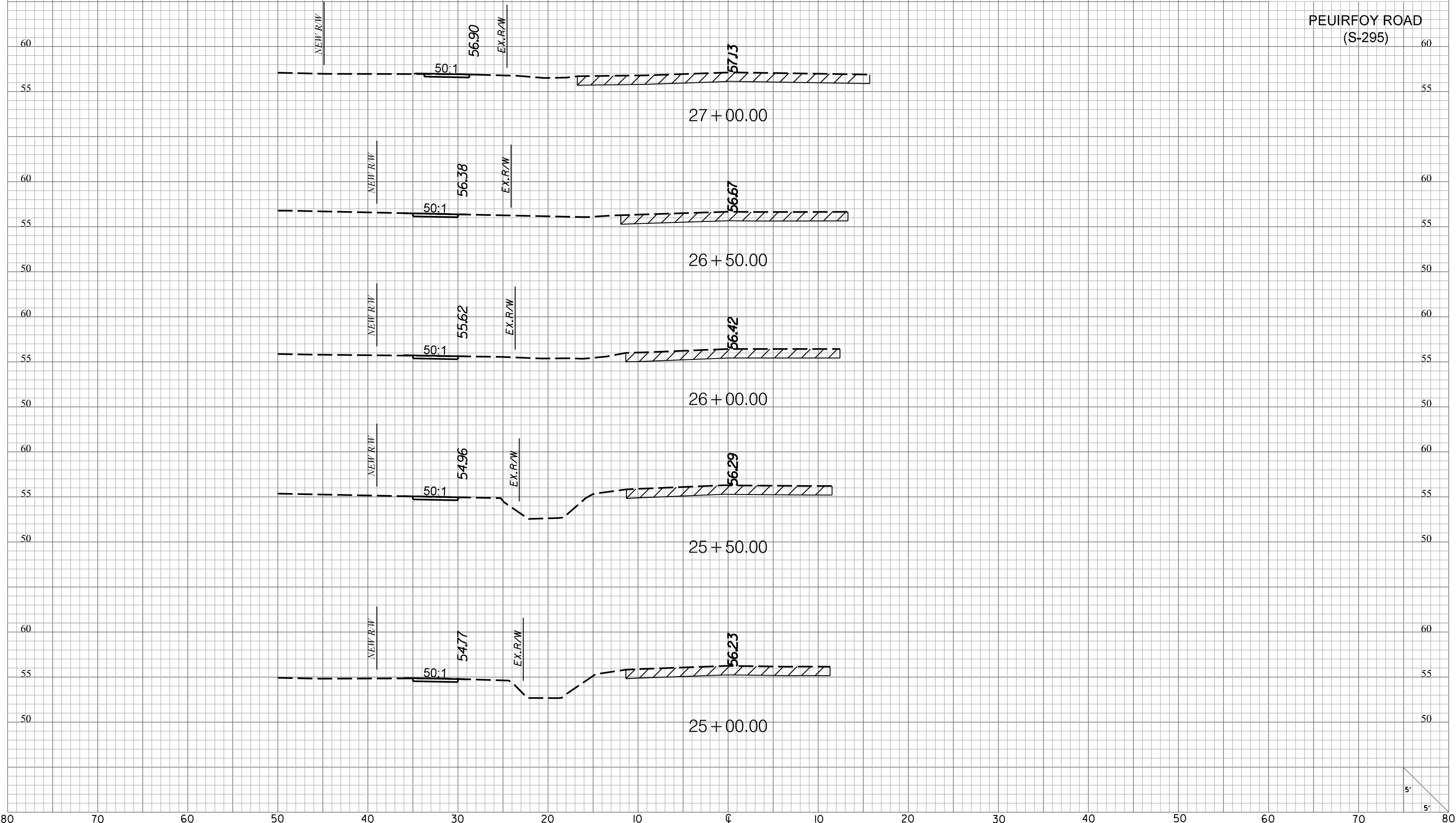
80 70 60 50 40 30 20 10 0 10 20 30 40 50

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	FILE NO.	SHEET NO.
3	S.C.	COLLETON	P036986		X22



END CONSTRUCTION
PEUIRFOY ROAD (S-295)
STA. 27+27.88

PEUIRFOY ROAD
(S-295)



5'
5'

80 70 60 50 40 30 20 10 0 10 20 30 40 50 60 70 80

M. RIVERS STREET DRAINAGE DRAWINGS

