

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

BID: CTC-30 SC 303 SIDEWALK PROJECT

Due: Thursday, December 11, 2025 @ 11:00 am

EMAIL YOUR RESPONSE TO:

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

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A. OVERVIEW

Colleton County, South Carolina (the "County"), requests bids from qualified, licensed contractors for a sidewalk project on SC 303 (Green Pond Hwy) from Sniders Hwy (SC 63) to Covington Lane, approximately 3750 LF, in Walterboro, SC. Before bidding, all prospective bidders must be on the current South Carolina Department of Transportation (SCDOT) Pregualified Prime Contractor List.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office by 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, reject, or cancel in part, or its entirety, offers received as a result of this request if deemed in the County's best interest to do so.

Questions regarding this solicitation must be submitted via email to Carla Harvey, County Engineer, at charvey@colletoncounty.org, no later than **11:00 AM on Thursday, December 4, 2025**. Answers to all questions will be posted on the County website as addenda to this bid.

B. SCOPE OF WORK

The project consists of curb, gutter, sidewalk, and drainage improvements on SC 303 in Walterboro, approximately 3750 linear feet. The road must be open to traffic at all times during construction. Utilities may be present along specific routes. The contractor will coordinate with the local utility providers and make the necessary adjustments. All road work is to be performed within the existing or obtained Right-of-Way of the road and construction easements.

This contract is a unit price contract.

C. INSTRUCTIONS TO CONTRACTOR

- 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. Respondents must use the Bid Form included in the specifications to be considered responsive.
- 2. All bids are due by 11:00 a.m. on Thursday, December 11, 2025. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org.
- 3. The contractor's sole responsibility is 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 that they consider 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.

- 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 by the stated date and time. Responses received after the scheduled due date and time will be rejected.
- 7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in preparing the 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 in the County's best interest to do so.

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

D. SELECTION CRITERIA

Colleton County intends 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, reject, or cancel in part, or its entirety, offers received as a result of this request if deemed in the County's best interest to do so.

E. SPECIFIC TERMS AND CONDITIONS

- 1. COMPETITION: This solicitation promotes full and open competition. Suppose any language, specifications, terms, conditions, or combination thereof restricts or limits the requirements in this solicitation to a single source. In that case, the interested vendor shall notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
- 2. RESPONSE WITHDRAWAL: Responses may be withdrawn before the established closing date and time, but not thereafter, with proper approval from the Procurement Manager.
- 3. REJECTION: Colleton County reserves the right to reject all bids, cancel or withdraw this solicitation, and waive any technicality if deemed in the county's best interest.
- 4. WAIVER: The County reserves the right to waive any Instructions to the Contractor, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed in the County's best interest.
- 5. RESPONSE PERIOD: All responses shall be suitable for a minimum of 90 calendar days.
- 6. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered strictly comply with these specifications, and the successful contractor will be held responsible. 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 specifications requirements. Unidentified deviations found during the evaluation of the response may be cause for rejection.
- 7. AMENDMENTS: The Procurement Manager of Colleton County shall issue all amendments to and interpretations of this solicitation in writing.

- 8. 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.
- 9. 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. Should such a charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future BIDs until the assessed charge has been satisfied.
- 10. 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 bid request. Issuing this request for 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 bid request. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
- 11. 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 with this request for proposals or otherwise.
- 12. COLLETON COUNTY PURCHASING ORDINANCE: The Request for 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.
- 13. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this bid request shall cause 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.

14. CONTRACT AWARD:

- a. This solicitation and submitted documents, when accepted adequately by Colleton County, shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify, 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 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.
- 15. CONTRACT ADMINISTRATION: Questions or problems arising after an agreement is awarded should be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement should be sent to the Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

16. 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 during the whole 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 180 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 actively cooperate in all matters in this contract.
- 3. RESPONSIBILITY: The Contractor shall always 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 is 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 incurred by the County. Following any such non-appropriation, the master lease agreement shall not limit 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 costs 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 include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall consist of 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 action mentioned above.

The prescribed insurance limits set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions 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 a proposal being 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 the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Still, 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 a 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 an arbitrator between the Contractor and any subcontractor.
- 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 litigation costs.
- 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 said agreement without the prior written consent of the County.
- 11. AFFIRMATIVE ACTION: The successful Contractor will take affirmative action to comply with all Federal and State requirements concerning fair employment and treatment of all employees without regard to 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 Purchasing Department may terminate the contract, provided a thirty (30) day 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, the County shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause: Termination by the County for cause, default, or negligence on the Contractor's part shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived, and the default provision in this request for bids shall apply.
- c. The County shall be obligated to reimburse the Contractor only for services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- 1. 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 are 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 State of South Carolina courts.
- 15. BONDS: Bid, Payment, and Performance Bonds are required for this BID.
- 16. OWNERSHIP OF MATERIAL: According to this contract, the county shall exclusively own all data, material, and documentation originated and prepared for it.
- 17. INSURANCE: Colleton County will require the following to remain in force at all times throughout the life of the contract:

Workers' Compensation - \$100,000 – each accident Statutory Coverage and Employer's - \$100,000 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 per 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. SPECIAL PROVISIONS & SPECIFICATIONS

DEFINITION AND TERMS

The project Owner is COLLETON COUNTY. In the specifications where the terms "SCDOT" or "Department" or other like terms are used to describe the facility Owner, it shall be interpreted as meaning Colleton County, as appropriate.

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

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

The owner intends to have the Contractor begin work on this project as soon as practical. The owner anticipates that an award and contract will be issued within two weeks after bids are received. The owner will require that the completed contract, bonds, insurance, and other information required by the contract shall be completed within two weeks after bids are received.

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 only remaining work to be performed being punch list items.

Substantial Completion for this project must be within 180 days of NTP.

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.

The DBE goal for the project is 0 %.

The prime Contractor shall provide documentation and certification of DBE and WBE contract amounts, including proof of final payment. DBE's and WBE's shall be indicated on the DBE Subcontractors Form provided.

If no certified DBE or WBE Contractors are available, the contractor shall verify and document this fact. Documentation shall include but is not limited to: written records of efforts made to contact and/or negotiate prices with available DBE's or WBE's.

H. LPA REQUIRED PROVISIONS – SCDOT 2025

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(1) STANDARDS AND REFERENCES:

This project is to be constructed under the SCDOT 2025 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 2025 Standard	https://www.scdot.org/content/dam/scdot-
Specifications for Highway	legacy/business/pdf/2025 SCDOT Standard Specifications.pdf
Construction	
2009 SCDOT Standard	Standard Drawings Disclaimer
Drawings	
SCDOT 2004 Construction	SCDOT Construction Manual (2004)
Manual	
SCDOT Supplemental	https://www.scdot.org/business/road-supplemental-specs-2025.html.
Technical Specifications	
SCDOT Supplemental	https://www.scdot.org/business/road-technical-specs-2025.html.
Specifications	
South Carolina Manual on	http://www.scdot.org/doing/technicalPDFs/mutcdSupp/supplement_mutcd.pdf.
Uniform Traffic Control	
Devices (SCMUTCD)	
Approved Products List for	Traffic Engineering Manuals
Traffic Control Devices in	
Work Zones	

(2) 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.

(3) DIVISION 100: MOST RECENT EFFECTIVE UPDATES:

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

403-205- 01	721-1	BRIDGE END FLUME MOVED TO 805- 325-75 AND 719-920-00	REPLACED JAN 2019 BY 805- 325-75, 805-325-76 AND 719-920- 00
403-205- 02	S 805- 9B	BRIDGE END FLUME MOVED TO 805- 325-75 AND 719-920-00	REPLACED JAN 2019 BY 805- 325-75, 805-325-76 AND 719-920- 00
403-210- 00	721-1A	BRIDGE END FLUME MOVED TO 805- 325-75 AND 719-920-00	REPLACED JAN 2019 BY 805- 325-75, 805-325-76 AND 719-920-

			00
		CONSTRUCTION SIGNING -	
605-010-	605-	PERMANENT WORK ZONE SPEEDING	
01	3(1)	- \$200 FINE PRIMARY ROUTES	JANUARY 2019 UPDATE
01	3(1)	CONSTRUCTION SIGNING -	UNIVORITY 2013 OF BATE
605-015-		PERMANENT WORK ZONE SPEEDING	
003-013-	605-4	- \$200 FINE INTERSTATE ROUTE	JANUARY 2019 UPDATE
			JANUART 2019 OPDATE
605-025-	605-	CONSTRUCTION SIGNING - SPECIAL	IANILIA DV. 0040 LIDDATE
03	5(1)	SIGNS \$5000 FINE FOR VIOLATIONS	JANUARY 2019 UPDATE
040 005		FLAGGING OPERATION TWO-LANE	
610-005-	040.4	TWO-WAY PRIMARY & SECONDARY	IANILIA DV 0040 LIDDATE
00	610-1	ROUTES	JANUARY 2019 UPDATE
040 005	004011	FLAGGING OPERATION WORK ZONE	
610-005-	2019U	THRU STOP STOP SIGN	LANULA DV. 0040 LIDDATE
20	PDATE	CONTROLLED SIDE ROADS	JANUARY 2019 UPDATE
040.00=	004011	FLAGGING OPERATION WORK ZONE	
610-005-	2019U	CONTINUE THRU STOP CONTROL	
30	PDATE	INTERSECT ALL APPROACH	JANUARY 2019 UPDATE
		FLAGGING OPERATION WORK ZONE	
610-005-	2019U	THRU TRAF SIGNAL W/LAW	
40	PDATE	ENFORCEMENT OFFICERS	JANUARY 2019 UPDATE
		FLAGGING OPERATION WORK ZONE	
610-005-	2019U	CONTINUE THRU TRAF CONTROL	
50	PDATE	INTERSECT W/FLAGGER	JANUARY 2019 UPDATE
		FLAGGING OPERATION WORK ZONE	
610-005-	2019U	TERMINATE @ INTERSECT W/2-LANE	
60	PDATE	2-WAY ROAD DEPARTURE	JANUARY 2019 UPDATE
		FLAGGING OPERATION	
610-005-	2019U	INTERSECTIONS W/TWO-LANE TWO-	
70	PDATE	WAY ROADWAYS APPROACH LANE	JANUARY 2019 UPDATE
		FLAGGING OPERATION STOP SIGN	
610-005-	2019U	CONTROL INTERSECTION W/LOW	
80	PDATE	SPEED =35 MPH</td <td>JANUARY 2019 UPDATE</td>	JANUARY 2019 UPDATE
		FLAGGING OPERATIONS STOP SIGN	
610-005-	2019U	CONTROL INTERSECTION 40MPH-	
90	PDATE	60MPH MULTILANE ROAD	JANUARY 2019 UPDATE
610-515-		EXTENDED ROAD CLOSURE OF NEW	
00	610-28	ROADWAY ALIGNMENT	JANUARY 2019 UPDATE
719-115-	REPLA	INSTRUCTIONS FOR DROP INLET	USE DI125 OR 24X36 DI, DI115
00	CED	TYPE 115 DI115 (PHASED OUT 1/2019)	PHASED OUT 1/2019
			NEW DELINEATOR AT LEADING
719-920-	NEW	4' SLOPE FLUME (CURB STYLE WITH	END TREATMENTS OR AS
00	2019	CUTOFF WALLS)	SPECIFIED
		PERMANENT BARRIER GENERAL	
805-001-	NEW2	NOTES - GUARDRAIL, RIGID	
01	018	BARRIER, FLEXIBLE BARRIER	REVISED NOTE 10.11
		PERMANENT BARRIER GENERAL	
805-001-	NEW2	NOTES - GUARDRAIL, RIGID	
02	016	BARRIER, FLEXIBLE BARRIER	REVISED NOTES 50.01 & 50.02
			NOTICE THAT FABRICATION
805-090-	NEW	GUARDRAIL FABRICATION DETAILS	DETAILS ARE COVERED IN
00	2019	NOTICE	STATUS FABRICATION
805-115-	NEW	SITE GRADING FOR LEADING END	CORRECT SHOULDER GRADING
10	2018	TREATMENT MT3 (TL3)	REMOVE "24:1 LABEL", FONT
805-115-	NEW	SITE GRADING FOR LEADING END	CORRECT SHOULDER GRADING
50	2018	TREATMENT MT2 (TL2)	REMOVE "24:1 LABEL", FONT
	MASH		NEW DELINEATOR AT LEADING
805-210-	UPDAT	MGS3 GUARDRAIL WITH 1 OMITTED	END TREATMENTS OR AS
05	E	POST (12' CLEAR SPAN)	SPECIFIED
55	1 -	1. 551 (12 522/11/01/114)	

805-325-	805-	MTBBC3 APPROACH STIFFNESS	
30	325-00	TRANSITION TL3	CORRECTS PAY ITEMS
805-325-	805-	MTBBC2 APPROACH STIFFNESS	
50	325-00	TRANSITION TL2	CORRECTS PAY ITEMS
805-325-	805-	APPROACH STIFFNESS TRANSITION	CORRECTS FLUME LOCATION
70	325-00	CURB TO FLUME FOR CB	AND CURB LENGTH
805-325-	NEW	FLUME INLET AT GUARDRAIL	WORKS WITH STANDARD
75	2019	(HANDWORK)	FLUME 719-920-00
805-325-	NEW	FLUME INLET AT GUARDRAIL	WORKS WITH STANDARD
76	2019	(HANDWORK)	FLUME 719-920-00
		GUARDRAIL POST INSTALLATION IN	
805-520-	NEW	PARTIALLY WEATHERED ROCK	MASH DETAIL, USES FULL
00	2011	(PWR)	LENGTH POST
	MASH	GUARDRAIL RELATED MULTIPLE	NEW DELINEATOR AT LEADING
805-545-	UPDAT	OFFSET BLOCKS FOR MGS AND	END TREATMENTS OR AS
00	Е	MTBBC SERIES DEVICES	SPECIFIED
805-600-		DRAWING NUMBERS RESERVED FOR	ATTACH TO EXISTING RAIL OR
00 to 705-	PRE	PREMASH GUARDRAIL DETAILS.	WHERE MASH DEVICE DOES
779-99	MASH	UPDATED DRAWINGS PENDING.	NOT FIT
805-785-	NEW2		MASH UPDATE TO CRASH
00	017	NARROW & WIDE CRASH CUSHIONS	CUSHIONS
	MASH		
805-825-	UPDAT	SHAPE TRANSITION THRIE-BEAM TO	REVISED END BEVELS AND
00	Е	SINGLE SLOPE	MASH GUARDRAIL GEOMETRY

(4) 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.

(5) 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 $2\frac{1}{2}$ " x $2\frac{1}{2}$ " 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 definiton 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 :

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.

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

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

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

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

2'-6" minimum

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

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

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

French Drain see note 4.5.

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

Delete (SF)

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

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

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

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

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

Riprap (Bridge End)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) DIVISION 100: CONSTRUCTION MANAGEMENT SYSTEM:

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

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

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

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

(8) SECTION 105: SCDOT COMPUTER USAGE POLICY:

The **CONTRACTOR** and its designated employees, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to follow **SCDOT**'s Acceptable Computer Usage Policy (http://iwww.dot.state.sc.us/pdf/departmental_directives/updated/DD37.pdf) which establishes guidelines for acceptable use and confidentiality of **SCDOT**'s information technology for data entry into **SCDOT**'S computer system; provided that the section of the Policy pertaining to SCDOT's right to inspect any users email at any time is qualified to reserves unto SCDOT the right to inspect contractor or subcontractor emails that are SCDOT business related, including emails that are related to the services with which contractor is under contract.

The **CONTRACTOR** and its designated employees, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to also follow **SCDOT**'s IT Security Policy (http://iwww.dot.state.sc.us/pdf/IT Security Policies 09042012.pdf), which sets forth **SCDOT** IT Security Policy including Network Security Policy, Network Access and Authentication Policy, Physical Security Policy, Backup Policy, Incident Response Policy, Corporate Security Policies, VPN Site-to-Site Policy, Wireless Access Policy, Remote Access Policy, Confidential Data Policy, Guest Access Policy, Third Party Connection Policy, Outsourcing Policy, and Mobile Device Policy; the South Carolina Act 190 of 2008; the Financial and Identity Theft Protection Act; and the Personal Financial Security Act. Prior to access to the **SCDOT** network, each person designated by the **CONTRACTOR** is required to sign an acknowledgment of the DD37 policy requirements.

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

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

(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 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.

(11) SECTION 107: TEMPORARY MATS, BARGES, and TRESTLES

Mats, Barges, and Trestles may be used in jurisdictional Waters of the US/State (WOTUS/S), within the project area, as long as they do not result in impacts to the WOTUS/S. Mats, barges, and trestles are accepted as Best Management Practices (BMP) by federal and state regulatory agencies including but not limited to the US Army Corps of Engineers (USACE) – Charleston District, Environmental Protection Agency (EPA) and SC Department of Health and Environmental Control Office of Ocean and Coastal Resource Management (SCDHEC-OCRM), and may or may not be depicted on approved permit drawings. If the contractor chooses to install these BMPs as a means of temporary access for active construction, it is the contractor's responsibility to ensure that no impacts result from either the installation or the prolonged use of the selected BMP during

construction. All mats, barges, and trestles must be removed from the jurisdictional area and stored in an upland location as soon as they are no longer necessary for construction. Once the mats are entirely removed, the WOTUS/S shall be stabilized with standard temporary seeding allowing the area to revegetate permanently by natural means unless directed otherwise.

Mats (or stacked mats) shall not be placed directly into a jurisdictional stream. Barges & trestles can be used in jurisdictional streams for construction access. Mats, barges, and trestles can be used within jurisdictional wetlands for construction access purposes.

No subsurface grubbing or grading will be allowed for leveling of mats and/or barges, unless indicated on the permit. Stumps can be cut or ground flush with the surrounding grade and minimal amounts of natural hardwood mulch may be used for leveling of mats/barges for access safety purposes. The jurisdictional area cannot be graded or shaped. Fill material (i.e. aggregate, soil, slurry, asphalt millings, etc.) shall not be placed below or on top of the mats or barges. Fill material can be temporarily stored in a rock-box or within some type of containment device if actively used for construction purposes. Equipment can be used to remove the vegetation; the equipment is not required to be on mats. However, mats will be used if the area is too wet for equipment access or excessive rutting is anticipated within WOTUS/S. Mats and barges shall not be used for temporary storage of materials nor shall they block the natural flow of the jurisdictional feature.

Temporary piles must be removed when no longer in use. If the piles cannot be removed, then the contractor must cut the piles 2' below the surface and the cut piles must be capped for safety. If the piles are in a waterway/ channel, then the piles shall be cut flush with the bottom of the channel and capped.

The exception to the above is if the use of mats or barges are identified in the Special Conditions of a permit and/or within Critical Area limits.

(12) SECTION 107: CARGO PREFERENCE ACT REQUIREMENTS:

- (a) Use of United States-flag vessels General Provisions:
- "(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- "(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development. Maritime Administration, Washington, DC 20590."
- (b) Use of United States-flag vessels The contractor agrees:
- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- "(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

(13) SECTION 107: SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITY TRAINING SPECIAL PROVISIONS:

THE NUMBER OF TRAINEES INCLUDED IN THIS PROJECT WILL BE: Road: Bridge:

The Supplemental Specification states "...the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program." The Contractor is advised that the Department will not accept bids with any unit price other than \$0.80/Hr for the item: ON-THE JOB TRAINEE. Bids that are submitted with any other unit price will be corrected by the Department to \$0.80/Hr, and the Grand Total bid amount adjusted accordingly.

Contractor must also comply with the On-the-Job Training Manual located at <a href="https://www.scdot.org/business/pdf/bus

(14) SECTION 107: REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:

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

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

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

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

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

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and subsubcontractors 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).

(16) SECTION 107: IRAN DIVESTMENT ACT:

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

- 1. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the SCDOT to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the SCDOT immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
- 2. ONGOING OBLIGATIONS: (a) You must notify SCDOT immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- 3. OPTION TO RENEW RESTRICTION: Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

(17) 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.

(18) 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. 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 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

(19) 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:

0 10 10 15

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

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



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



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



Use **Pipe Flared End Section** when specified in the plans

or special provisions.





Use Pipe Wingwall

Section when specified in the plans or special provisions.

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

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

MEASUREMENT:

Measure pipe in accordance with SC-M-714

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

PAYMENT:

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

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

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

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

(20) SECTION 714: CLEANING EXISTING PIPE:

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- Equal Employment Opportunity: Egual Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. **EEO Officer**: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy**: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO

Officer in the contractor's procedures for locating and hiring minorities and women.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment**: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. **Personnel Actions**: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion**:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions**: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the

time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. **Records and Reports**: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall

document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas. transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

Minimum wages (29 CFR 5.5)

- Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4 of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a

reasonable relationship to the prevailing wage rates contained in the wage determination.

- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
- (4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in
- § 5.28, 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.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

- Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph
- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a

contractor's bankruptcy estate;

- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under

paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH—347 or in any other format desired. Optional Form WH—347 is available for this purpose from the Wage and Hour Division website

https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
- (ii) That each laborer or mechanic (including each helper and apprentice) working 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; and
- (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.
- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts,

subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to §5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

Apprentices (1) Rate of pay. 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 and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- 6. **Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

- 7. **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. **Disputes concerning labor standards**. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency,
- 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 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 40 U.S.C. 3144(b) or § 5.12(a).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

*\$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties:
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.
- 4. **Subcontracts**. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting

agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish
- (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own

VII SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation;

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify

such a person from participation in this transaction. 2 CFR 180.320.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- The terms "covered transaction," "debarred," "ineligible," "participant," "suspended," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be

construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the twoyear period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify

the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer

or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. **USE OF UNITED STATES-FLAG VESSELS:** This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any

other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR

381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo Commercial Sealift (MAR-620), Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 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:
 - To the extent that qualified persons regularly residing in the area are not available.
 - 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.

 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 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.
- 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

Timetable	Goals
From Apr. 1, 1976 until March 31, 1979	(percent) 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
Non-SMSA Counties:	17.8
SMSA Counties: Lexington, Richland	23.4
Non-SMSA Counties	32.0
Non-SMSA Counties	33.0
SMSA Counties:	30.0
Non-SMSA Counties	30.7
Non-SMSA Counties	29.8
Non-SMSA Counties	15.7
Non-SMSA Counties	32.8
SMSA Counties:	27.2

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:
 - 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.
- 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-thestreet 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.
- 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.
- Ensure that all facilities and company activities are nonsegregated 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, contractorcommunity, 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, constriction 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).

General Decision Number: SC20250034 01/03/2025 SC34

Superseded General Decision Number: SC20240034

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

|If the contract is entered |. Executive Order 14026 |into on or after January 30, | generally applies to the |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- | contract.
- | all covered workers at | least \$17.75 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 2025.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January |30, 2022:

- | contract.
- |. The contractor must pay all| | covered workers at least \$13.30 per hour (or the | applicable wage rate listed| on this wage determination, | if it is higher) for all | hours spent performing on that contract in 2025.

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

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

 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/03/2025 \end{array}$

SUSC2011-032 09/15/2011

1	Rates	Fringes
CARPENTER (Form Work Only) Berkeley, Dorchester\$ Charleston\$ Horry\$	13.07 **	
CEMENT MASON/CONCRETE FINISHER Berkeley, Dorchester\$ Charleston\$ Horry\$	14.33 **	
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\$ Common or General	11.54 **	
Berkeley\$		
Charleston\$		
Dorchester\$		
Horry\$ Luteman\$	J • 12	
Mason Tender-	11.01	
Cement/Concrete\$	10.40 **	
Pipelayer\$ Traffic Control-Cone Setter Berkeley, Charleston,	13.98 **	
Dorechester\$	13.19 **	
Horry\$		
Traffic Control-Flagger\$	11.07 **	
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe		
Berkeley\$		
Charleston\$		
Dorchester\$		
Horry\$ Bulldozer\$ Crane		
Berkeley, Dorchester\$	20.00	4.73
Charleston\$ Horry\$		

	<pre>Grader/Blade\$</pre>	14.61	**
	Hydroseeder\$	11.00	**
	Loader (Front End/Track)\$	16.80	**
	Mechanic		
	Berkeley, Dorchester\$	19.07	
	Charleston\$	19.21	
	Horry\$		
	Milling Machine\$		**
	Paver		
	Berkeley, Charleston,		
	Dorchester\$	18.85	
	Horry\$	13.29	**
	Roller\$		**
	Scraper\$	12.71	**
	Screed\$		
	Tractor\$	13.28	**
RUCE	K DRIVER		
	Dump Truck\$	10.67	**
	Lowboy Truck\$	15.55	**

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

General Decision Number: SC20250035 01/03/2025 SC35

Superseded General Decision Number: SC20240035

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

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the contract.
- | all covered workers at least \$17.75 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 2025.

| If the contract was awarded on | . Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January |30, 2022:

- contract.
- |. The contractor must pay all| covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, | if it is higher) for all hours spent performing on that contract in 2025.

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

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

 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/03/2025 \end{array}$

SUSC2011-033 09/15/2011

Ą	Rates	Fringes
CARPENTER (Form Work Only) Fairfield, Kershaw, Richland, Saluda\$ Lexington\$		
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\$ Common or General Calhoun\$ Fairfield\$ Kershaw\$ Lexington\$ Richland\$ Saluda\$ Luteman\$ Mason Tender- Cement/Concrete\$ Pipelayer\$ Traffic Control-Cone Setter Calhoun, Fairfield, Kershaw, Richland, Saluda\$ Lexington\$	10.09 ** 9.55 ** 9.88 ** 9.78 ** 9.97 ** 9.88 ** 11.61 ** 10.40 ** 14.46 **	
Traffic Control-Flagger\$		
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe Calhoun, Fairfield, Kershaw, Richland, Saluda.\$ Lexington\$ Bulldozer\$ Crane\$ Grader/Blade Calhoun, Fairfield, Kershaw, Richland, Saluda.\$ Lexington\$ Hydroseeder\$ Mechanic\$	16.02 ** 17.38 ** 18.93 18.44 18.54 11.00 ** 17.22 ** 15.25 **	

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- $\mbox{d})$ an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

General Decision Number: SC20250036 01/03/2025 SC36

Superseded General Decision Number: SC20240036

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

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the contract.
- | all covered workers at least \$17.75 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 2025.

| If the contract was awarded on | . Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January |30, 2022:

- contract.
- |. The contractor must pay all| covered workers at least \$13.30 per hour (or the applicable wage rate listed| | on this wage determination, | if it is higher) for all hours spent performing on that contract in 2025.

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

conformance request.

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SUSC2011-034 09/15/2011

Rates	Fringes
CARPENTER (Form Work Only)\$ 13.7	73 **
CEMENT MASON/CONCRETE FINISHER\$ 13.1	6 **
IRONWORKER, REINFORCING\$ 15.0)2 **
LABORER Asphalt Includes Asphalt	
Distributor, Shoveler, and Spreader\$ 11.5	54 **
Common or General Darlington, Florence\$ 9.8	
Sumter\$ 9.7	74 **
Luteman\$ 11.6 Mason Tender-	
Cement/Concrete\$ 10.4 Pipelayer\$ 14.4	
Traffic Control-Cone Setter.\$ 10.8 Traffic Control-Flagger\$ 11.0	
POWER EQUIPMENT OPERATOR:	
Backhoe/Excavator/Trackhoe\$ 15.2	
Crane\$ 18.9	93
Grader/Blade\$ 17.8 Hydroseeder\$ 11.0	0 **
Loader (Front End)\$ 16.3 Mechanic\$ 15.2	
Milling Machine\$ 11.8 Paver\$ 13.9	
Roller\$ 14.0)9 **
Scraper\$ 12.7 Screed\$ 13.5	56 **
Tractor\$ 13.2	28 **
TRUCK DRIVER	
Dump Truck\$ 12.9 Lowboy Truck\$ 14.1	
WELDERS - Receive rate prescribed for c	craft performing

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

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order $14026 \ (\$17.75)$ or 13658

(\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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WAGE DETERMINATION APPEALS PROCESS

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

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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 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.

General Decision Number: SC20240037 01/03/2025 SC37

Superseded General Decision Number: SC20240037

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

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the contract.
- | all covered workers at least \$17.75 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 2025.

| If the contract was awarded on | . Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January |30, 2022:

- contract.
- |. The contractor must pay all| covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, | if it is higher) for all hours spent performing on that contract in 2025.

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

conformance request.

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

SUSC2011-035 09/15/2011

F	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,	11 [1	44	
Spartanburg\$ York\$			
Common or General	11.02		
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\$			
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\$			
Spartanburg, York\$	13.92	* *	
Bulldozer\$	12.95	* *	
Crane\$	19.73		
Grader/Blade			
Anderson, Spartanburg,			
York\$	13.13	* *	
Greenville, Laurens,			
Pickens\$		* *	
Hydroseeder\$		* *	
Loader (Front End)\$	16.80	* *	
Mechanic\$			
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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Unlisted classifications needed for work not included within

https://www.dol.gov/agencies/whd/government-contracts.

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter $% \left(1\right) =\left(1\right) +\left(1\right) +\left$
- $\mbox{\ensuremath{d}}\mbox{\ensuremath{)}}$ an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

General Decision Number: SC20250038 01/03/2025 SC38

Superseded General Decision Number: SC20240038

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

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the | contract.
- all covered workers at least \$17.75 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 2025.

| If the contract was awarded on | . Executive Order 13658 |or between January 1, 2015 and| |January 29, 2022, and the |contract is not renewed or |extended on or after January 130, 2022:

- generally applies to the contract.
- |. The contractor must pay all| | covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, | if it is higher) for all | hours spent performing on that contract in 2025.

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

wage determination, the contractor must still submit a conformance request.

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

 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/03/2025 \end{array}$

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	** ** **
TRUCK DRIVER Dump Truck\$ 12.25 Lowboy Truck\$ 14.11	
Lowboy IIIICK	

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

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage

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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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

General Decision Number: SC20250039 01/03/2025 SC39

Superseded General Decision Number: SC20240039

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

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- | all covered workers at least \$17.75 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 2025.

| If the contract was awarded on | . Executive Order 13658 |or between January 1, 2015 and| |January 29, 2022, and the |contract is not renewed or |extended on or after January 130, 2022:

- generally applies to the contract.
- |. The contractor must pay all| | covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, | if it is higher) for all | hours spent performing on that contract in 2025.

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

wage determination, the contractor must still submit a conformance request. $% \left(1\right) =\left(1\right) \left(1\right$

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 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/03/2025 \end{array}$

SUSC2011-037 09/15/2011

1	Rates		Fringes
CARPENTER (Form Work Only)\$	14.00	**	
CEMENT MASON/CONCRETE FINISHER Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union\$ Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro\$			
GUARDRAIL INSTALLER (Includes Guardrail/Post Driver Work) Abbeville, Cherokee, Chester, Chesterfield, Clarendon, Dillon, Greenwood, Lancaster, Lee, Marion, Marlboro, McCormick, Union\$ Oconee\$			
IRONWORKER, REINFORCING\$	15.64	**	
LABORER Asphalt, Includes Asphalt Distributor, Raker,			
Shoverler, and Spreader\$ Common or General			
Abbeville, Greenwood\$	8.85	* *	
Cherokee\$			
Chester\$			
Chesterfield\$	9.93	**	
Clarendon, Dillon, Lee,			
Marion, Marlboro\$			
Lancaster\$			
McCormick, Union\$			
Oconee\$	9.47		
Luteman\$			
Pipelayer\$ Traffic Control- Cone			
Setter\$ Traffic Control-Flagger Abbeville, Cherokee, Chester, Chesterfield, Clarendon, Dillon, Greenwood, Lee, Marion,	12.47	**	

Marlboro, McCormick,				
Oconee, Union\$	10.15	* *		
Lancaster\$				
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\$		* *	3	.40
Crane\$	20.12			
Grader/Blade				
Abbeville, Cherokee,				
Chester, Greenwood,				
Lancaster, McCormick,				
Oconee, Union\$	16.20	* *		
Chesterfield, Clarendon,				
Dillon, Lee, Marion,				
Marlboro\$				
Loader (Front End)\$		* *		
Mechanic\$				
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,	11 00			
Oconee, Union\$	11.22	* *		
Chesterfield, Clarendon,				
Dillon, Lee, Marion,	11 05	ala ala		
Marlboro\$				
Screed\$				
Tractor\$	13.26	^ ^		
TRUCK DRIVER				
Dump Truck Abbeville, Cherokee,				
Chester, Greenwood,				
Lancaster, McCormick,				
Oconee, Union\$	12 83	* *		
Clarendon, Dillon, Lee,	12.05			
Marion, Marlboro\$	11 69	* *		
Lowboy Truck	00			
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.

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END OF GENERAL DECISION

General Decision Number: SC20250040 01/03/2025 SC40

Superseded General Decision Number: SC20240040

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

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|If the contract is entered |into on or after January 30, | generally applies to the |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | contract.
- | all covered workers at least \$17.75 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 2025.

|If the contract was awarded on|. Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January |30, 2022:

- contract.
- |. The contractor must pay all| | covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, | if it is higher) for all | hours spent performing on that contract in 2025.

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

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

Modification Number Publication Date 0 01/03/2025

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\$ Common or General			
Beaufort\$ Colleton\$			
Georgetown, Hampton, Jasper\$	10.07	* *	
Newberry, Allendale, Bamberg, Barnwell\$ Orangeburg\$			
Williamsburg\$ Luteman\$	10.01	**	
Pipelayer			
Orangeburg\$ Beaufort, Colleton,	12.98	* *	
Georgetown, Hampton, Jasper, Williamsburg\$			
Traffic Control-Flagger\$	11.68	**	
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe Allendale, Bamberg, Barnwell, Newberry,			
Orangeburg\$ Beaufort\$	15.20		
Colleton\$ Georgetown, Hampton,			
Jasper, Williamsburg\$ Bulldozer\$		**	
Crane\$		* *	

Grader/Blade Loader (Front End) Mechanic Milling Machine Paver	\$ 15.51 \$ 18.22	**
Allendale, Bamberg,		
Barnwell, Newberry,		
Orangeburg, Williamsbu	rg\$ 15.01	**
Beaufort	\$ 14.96	**
Colleton, Georgetown,		
Hampton, Jasper	\$ 13.67	**
Roller		
Screed	\$ 13.01	**
Tractor		
	•	
TRUCK DRIVER		
Dump Truck	\$ 12.00	**
Lowboy Truck		
Single Axle, Includes		
Pilot Car	\$ 12.04	**
Tractor Haul Truck		

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter $% \left(1\right) =\left(1\right) +\left(1\right) +\left$
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

I. SPECIAL PROVISIONS – WATER RELOCATION NO. 1

(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.

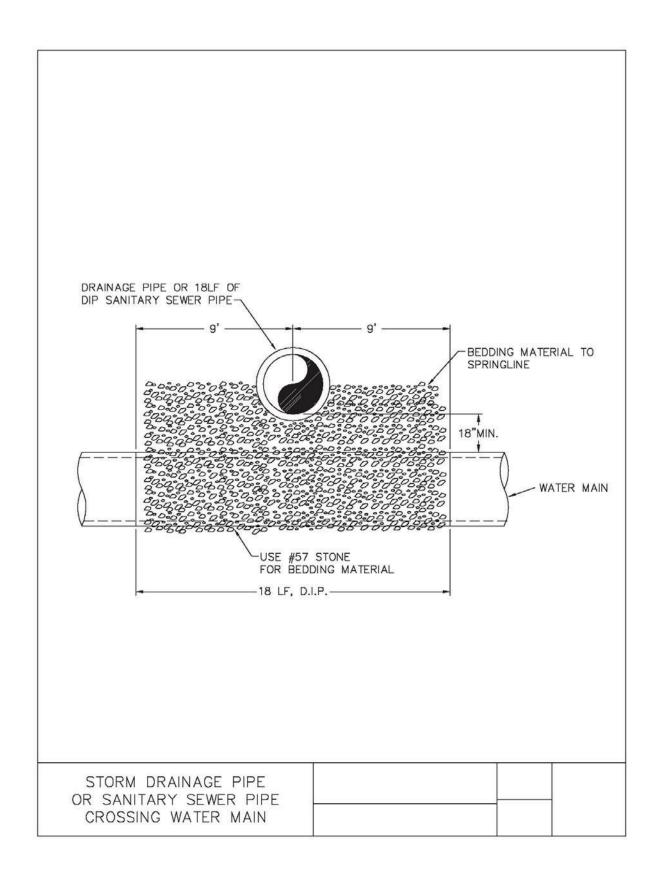
The Contractor shall not operate any valves. Only the City of Walterboro staff may operate valves for isolation of the system.

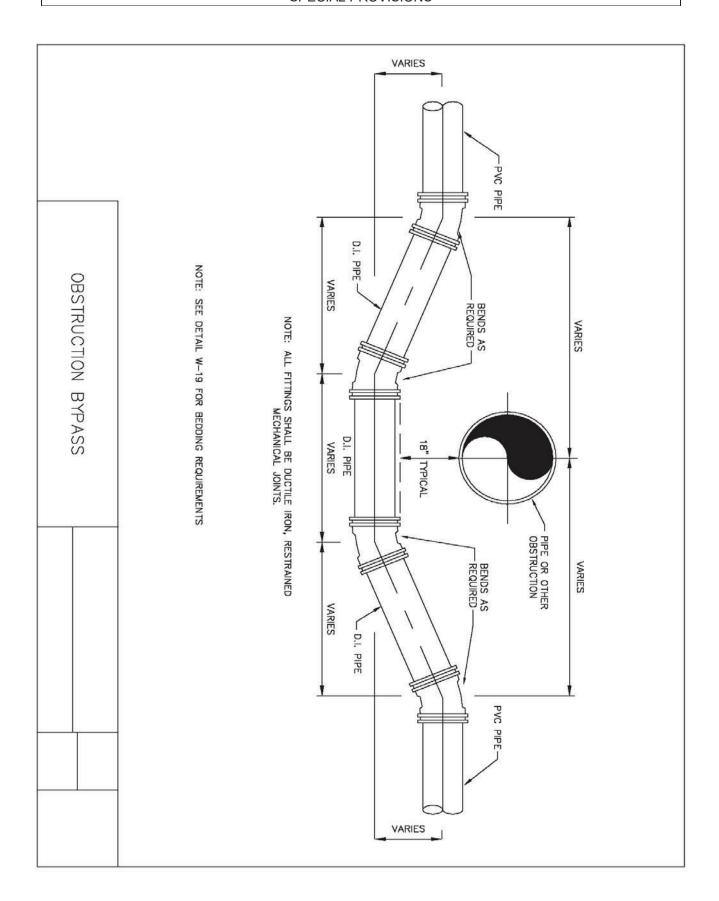
The City of Walterboro personnel must be onsite during any water relocation activities.

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 10522100 - SMALL PUBLIC WATER RELOCATION NO. 1

S.C. File No. Page 1





J. SUPPLEMENTAL SPECIFICATIONS – WATER RELOCATION NO. 1

(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 Walterboro 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 ½" pumper connection and two 2 ½" 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 <u>State Primary Drinking Water Regulations.</u>
- 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 contaminates 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 INS TALLATION - 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:

$$SD(P)$$
 $SD(P)$ $SD(P$

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 deadend 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



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

Amendment No.	Issue Date

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



SC 303 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 appropriate information to the County, which I verify to be accurate and correct to the best of my knowledge. I 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 fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have the 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
<u>DEBARMENT</u>
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.
Duns 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-30 SC 303 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.)						
	Completed Dollar Amount:	\$	Date Completed:			
	Contact Person's Name:					
			Contact Fax: ()		_
2.)	Name of Project Owner: Brief Description Including Lo	cation				
	Completed Dollar Amount: Contact Person's Name:		Date Completed:			
		-	Contact Fax: ()	-	
3.)	Name of Project Owner: Brief Description Including Lo	cation				
	Completed Dollar Amount:		Date Completed:			
	Contact Person's Name:		Contact Fax: (١		
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4.)	Name of Project Owner:					
	Brief Description Including Lo	cation				
	Completed Dollar Amount:	\$	Date Completed:			
	Contact Person's Name:					
	Contact Phone: () _ Contact E-mail:		Contact Fax: ()		_

SUBCONTRACTOR FORM

Subcontractor Name:	
Description of Work to be Performed:	
Dollar Value of Subcontractor's Work: \$	Percentage of Contract Value:
Subcontractor Name:	
Description of Work to be Performed:	
Dollar Value of Subcontractor's Work: \$	Percentage of Contract Value:
Description of Work to be Performed:	
Dollar Value of Subcontractor's Work: \$	Percentage of Contract Value:
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Dollar Value of Subcontractor's Work: \$	Percentage of Contract Value:
Subcontractor Name:	
Description of Work to be Performed:	
Dollar Value of Subcontractor's Work: \$	Percentage of Contract Value:
Donai value di Jubconti actol 3 WOIK. 7	Percentage of Contract Value:

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



BID: CTC-30 SC 303 SIDEWALK PROJECT

Contractor	Date
Signature	Title
Email Addross	

ITEM				UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1		
1032010	BONDS AND INSURANCE	LS	1		
1050800	CONSTRUCTION STAKES, LINES & GRADES	LS	1		
1052100	SMALL PUBLIC WATER RELOCATION NO.1	LS	1		
2012000	CLEARING & GRUBBING WITHIN THE ROADWAY	LS	1		
2031000	UNCLASSIFIED EXCAVATION	CY	130		
2033000	BORROW EXCAVATION	CY	1930		
2034000	MUCK EXCAVATION	CY	1400		
3069900	MAINTENANCE STONE	TON	100		
4011004	LIQUID ASPHALT BINDER PG64-22	TON	11		
4013120	MILLING EXISTING ASPHALT PAVEMENT 2.0"	SY	520		
4020320	ASPHALT BASE COURSE – TYPE B	TON	70		
4030330	ASPHALT INTERMEDIATE COURSE TYPE C	TON	50		
4030340	ASPHALT SURFACE COURSE TYPE C	TON	90		
6011000	TRAFFIC CONTROL	LS	1		
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	316		
609125A	PAVEMENT MARKINGS (TEMP PAINT) – 8" WHITE SOLID LINES	LF	205		
609135A	PAVEMENT MARKINGS (TEMP PAINT) – 24" WHITE SOLID LINES	LF	100		
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	LF	205		
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO125 MIL	LF	100		
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	106		
6510106	FLAT SHEET, TYPE III, SIZE DETERMINED BY MSG	SF	20		
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	215		
6531215	U-SECTION POST FOR SIGN BRACING - 2P	LF	18		
6825484	FURNISH & INSTALL 10' BREAK-AWAY ALUM PEDESTAL POLE AND BASE	EA	1		
0023404	24"X 38" HORIZONTAL ELLIPTICAL(HE) RC PIPE CULCLASS	LA	1		
7141144	HE-III	LF	336		
7141148	34"X 53" HORIZONTAL ELLIPTICAL(HE) RC PIPE CULCLASS HE-III	LF	155		
7143618	18" SMOOTH WALL PIPE	LF	1037		
7143624	24" SMOOTH WALL PIPE	LF	4		
7143630	30" SMOOTH WALL PIPE	LF	280		

7143636	36" SMOOTH WALL PIPE	LF	128	
7143654	54" SMOOTH WALL PIPE	LF	32	
7149999	CLEANING EXISTING PIPE	LF	1410	
7191250	CATCH BASIN -TYPE 9 MH	EA	10	
7192020	DROP INLET (24" X 36")	EA	6	
7192107	MANHOLE WITH STANDARD 4' X 4' BOX	EA	1	
7192108	MANHOLE WITH STANDARD 5' X 5' BOX	EA	1	
7192240	36" X 36" JUNCTION BOX	EA	2	
7192260	48" X 48" JUNCTION BOX	EA	8	
7192285	72" X 72" JUNCTION BOX	EA	5	
7197110	ADJUST CATCH BASIN	EA	6	
7197120	ADJUST MANHOLE	EA	1	
7197130	ADJUST DROP INLET	EA	3	
7199100	BEVELING OF PIPE END	EA	2	
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	50	
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	1670	
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	130	
7204900	DETECTABLE WARNING MATERIAL	SF	100	
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	15	
8041020	RIP-RAP (CLASS B)	TON	10	
9049205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 2)	CV	10	
8048205	TYPE B	SY	12	
8100100	PERMANENT COVER	ACRE ACRE	0.60	
8100200	TEMPORARY COVER		1.20	
8101110	STRAW OR HAY MULCH WITH TACKIFIER	ACRE	1.80	
8104005	FERTILIZER (NITROGEN)	LB	60	
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	60	
8104015 8105005	FERTILIZER (POTASH)	LB LB	1200	
	AGRICULTURAL GRANULAR LIME			
8109050 8109901	SELECTIVE WATERING MOWING	GAL ACRE	54300 3.60	
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8154030	REMOVAL OF SILT RETAINED BY SILT FENCE			
	INLET STRUCTURE FILTER - TYPE B	EA	23	
8156219	INLET STRUCTURE FILTER - TYPE A	LF	48	
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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 the scheduling requirements stated herein, and is capable of providing all required products and/or services. The following detailed BID FORMS must also be submitted.

Total Bid

L. BID DRAWINGS

(Begins Next Page)



	SHEET SUBTOTALS	-	-	-	-	2	_	_		-	7	-	2	2	2	o	00	41
INDEX OF SHEETS	DESCRIPTION	TITLE SHEET	SUMMARY OF ESTIMATED QUANTITIES	TYPICAL SECTIONS	R/W DATA SHEET	PROPERTY STRIP MAP	GENERAL CONSTRUCTION NOTES	SURVEY CONTROL &	REFERENCE DATA SHEETS	CONSTRUCTION DETAILS	PLAN & PROFILE SHEETS	PIPE DATA TABLE	TRAFFIC CONTROL PLANS	PAVEMENT MARKING & SIGNING PLANS	EROSION CONTROL PLANS	UTILITY PLANS	CROSS SECTIONS	
	SHEET NO.	-	2	60	4	4A - 4B	2	5A - 5B		9C	6 - 12	5	TC1 - TC2	PM1 - PM2	EC1 - EC2	U1 - U9	X1 - X8	TOTAL



COLLETON COUNTY

PROPOSED PLANS

COLLETON COUNTY

NPDES PERMIT INFORMATION Disturbed Area = 1.3 Acre(s) Project Area = 3.3 Acre(s)

Approximate Location of Roadway i

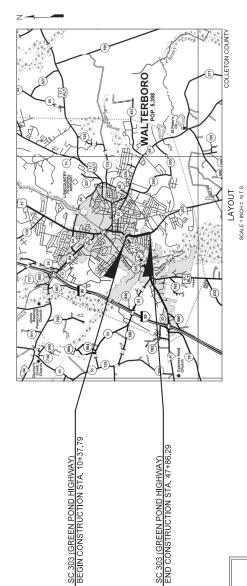
Begin
Latitude 3
Longitude 8

Design Reference for these plans is

2021

2009

SC 303 (GREEN POND HIGHWAY) SIDEWALK IMPROVEMENTS



Designs may be obtained from the SCDOT Regional Production Group

Stantec Consulting

Hydraulic and NPDES Design provided by: 32°53'18" 80°40'05"

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

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

RAILROAD INVOLVEMENT? YES / (NO)

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SC 303	4,200	5,200	%
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DAT	ADT	ADT	(C)
TRAFFIC DATA SC 303	2024	2044	TRUCKS
1			

CONSULTING ENGINEERING FIRM

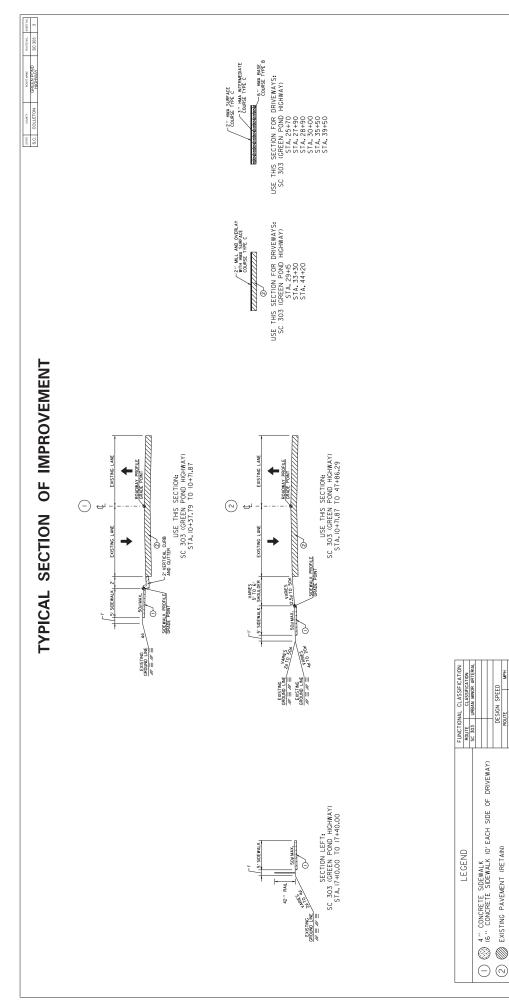
Stantec Consulting Services 4949 Centre Polnte Drive, Sulte 200 North Charleston, SC 29418 Tel: 843,740,7707 Fax: 843,740,7707 www.stantec.com Stantec Stantec

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The state of the s			Stantec	Consulting Services Inc.	2007 E	SC 303	3 SIDEWALK
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			North Char	eston, SC 29418	THE PARTY OF THE P	SUMMARY OF ES	STIMATED QUANTIT

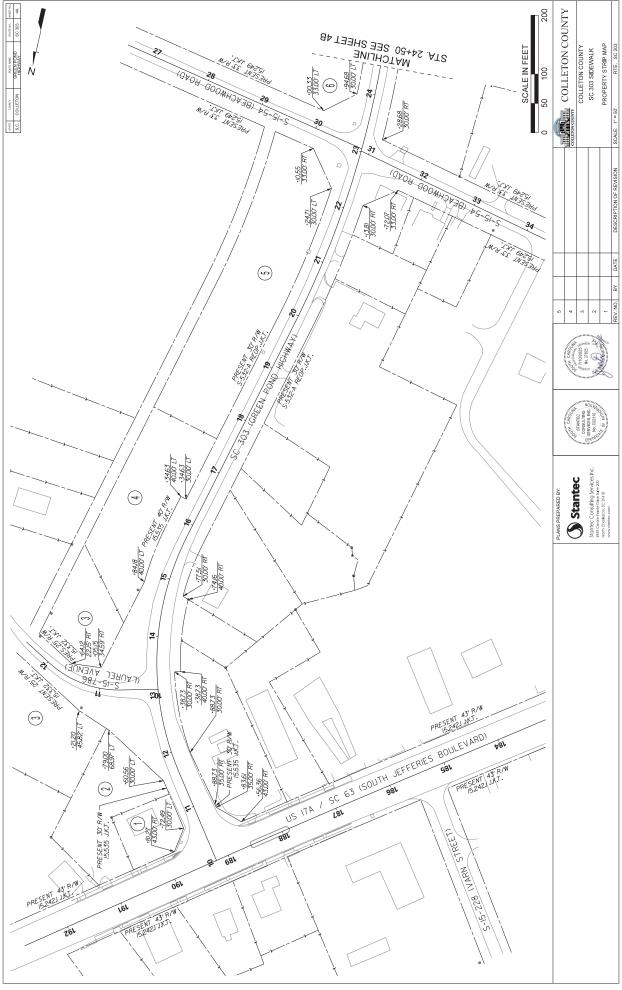


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						DESCRIPTION OF REVISION
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	LO.	A COUNTY CAPONIA	3 7/10/2026 2 3	G G	- CENTER STATE OF THE STATE OF	REV. NO.
		THOUSE CHOOLING	STANTEC S	SERVICES, INC. SERVIC	OF BUTTON	
	PLANS PREPARED BY:	Chanto.	Stallier	Stantec Consulting Services Inc. 4969 Centre Pante Drive Suite 200	North Charleston, SC 29418 www.stantec.com	
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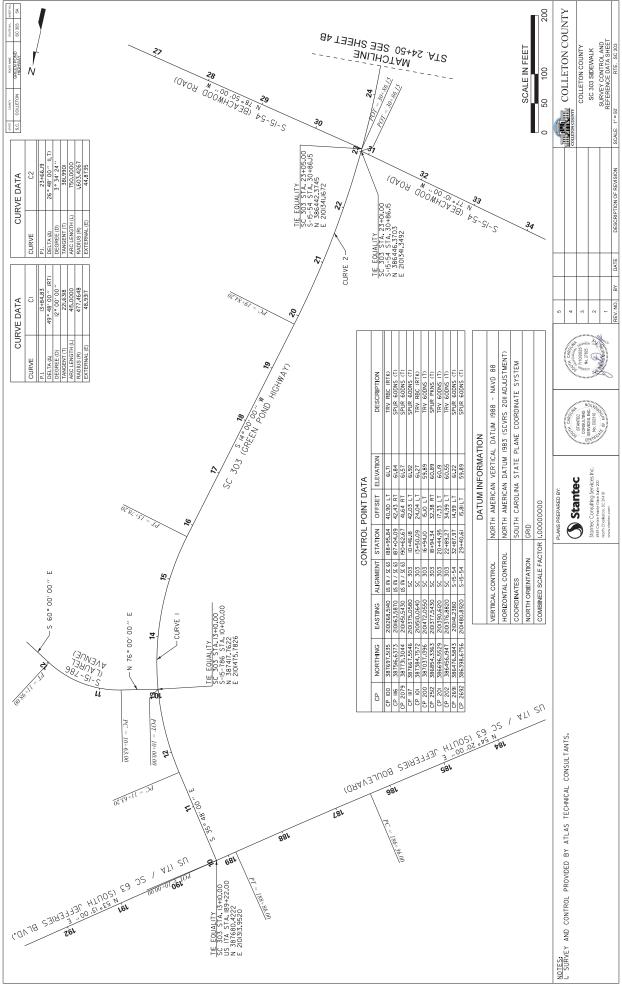


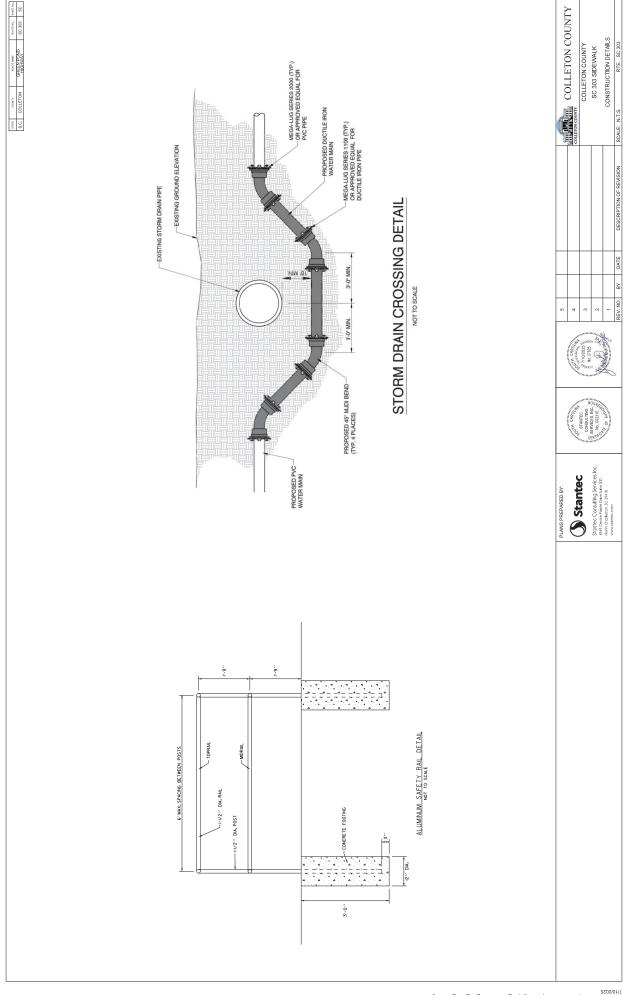
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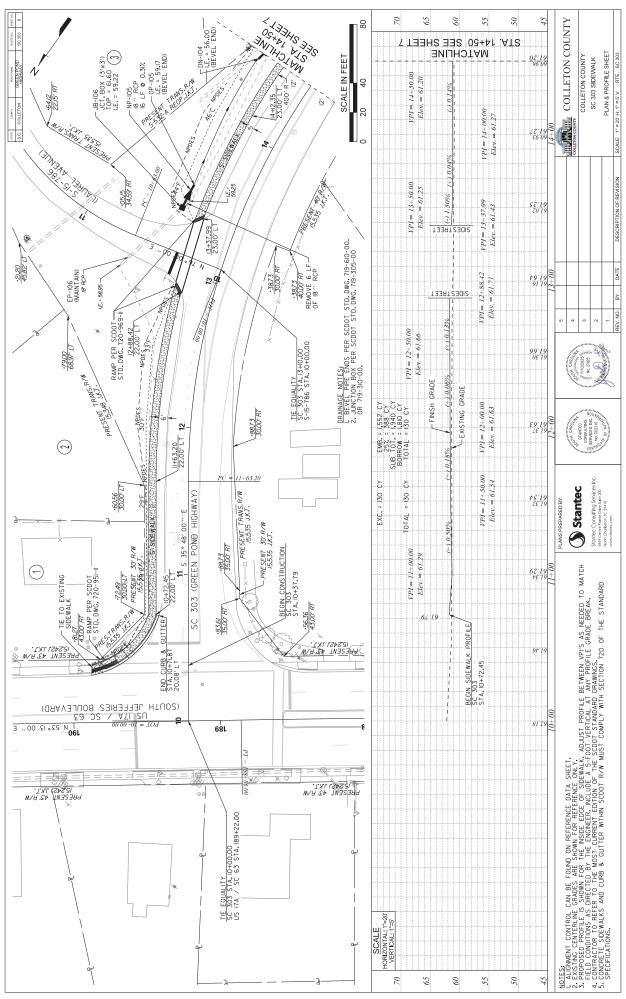
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-	WALTERBORO REAL ESTATEHOLDINGS LLC	163-15-00-048	0.22										0						_
	PRICE JEANINE MARVIN LIFE ESTATE KAREN SHEA PRICE WINDHAM REMAIN	163-15-00-049	0.57																_
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4	PRICE JEANINE MARVIN LIFE ESTATE KAREN SHEA PRICE WINDHAM REMAIN	163-15-00-090	0.70									> >	>						_
9	ROGERS DONNA MARVIN	163-15-00-091	6.80									>	>						_
9	BEAN BARBARA ETAL	-	2.50																_
_	THE ABRAM & GLORIA D DENT1992 FAMILY	179-03-00-059	0.70																_
8	LIGHTS DAVID JR	179-03-00-060	09.0																_
6	LIGHTS BELLENIA C		1.30																_
10	SMITH MATTIE LOU G LIFE ESTATEERNEST		0.24																_
Ε	CHAPLIN RUTH A	179-03-00-064	4.40																_
12	ESTILL GAS COMPANY INC A SOUTH CAROL	179-00-00-065	2.80																_
13	DAOUST JOHN	179-00-00-101	4.20																_
41	GREEN POND LP A SOUTH CAROLINA LIMIT	179-00-00-053	15.50																_
15	HIERS WALTERBORO LLC	179-00-00-044	3.50																_
16	NEW LIFE UNITED METHODISTCHURCH	179-00-00-100	6.80																_
17	LOW COUNTRY MARINE INC	179-00-00-043	2.60																_
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									Stantec Consu	ulting Services Inc		SERVICES, INC. ON		No.27825		s	SC 303 SIDEWALK		
									4969 Centre Pointe Drive Suite 200 North Charleston, SC 29418	Drive Suite 200 IC 29418		2 OF 80		Eline Williams		2	R/W DATA SHEET		_
									www.stantec.com					IO. BY DATE	DESCRIPTION OF REVISION	SCALE: N/A	RTE. SC 303	3	_

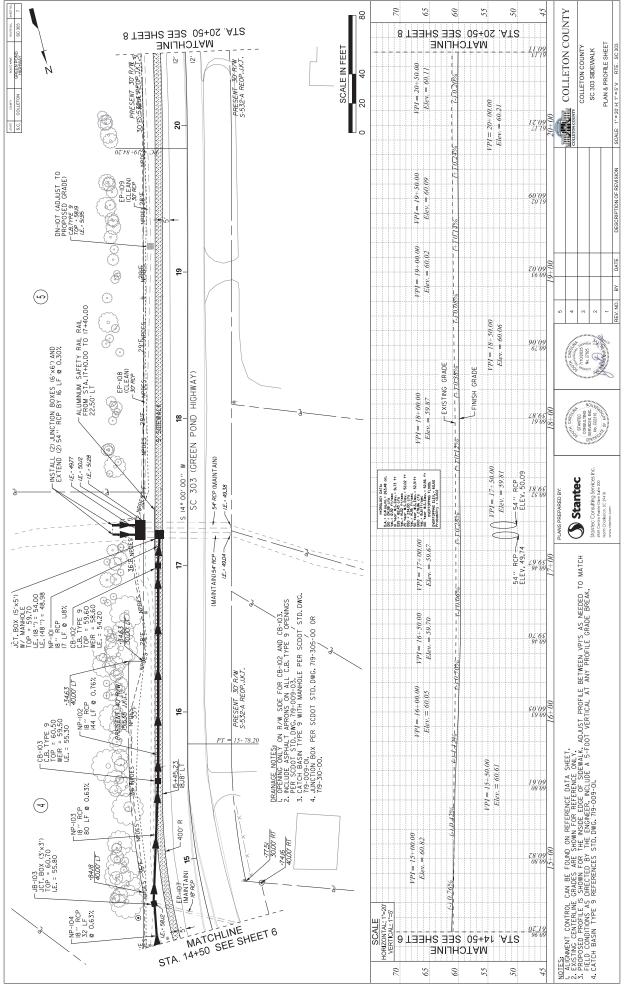


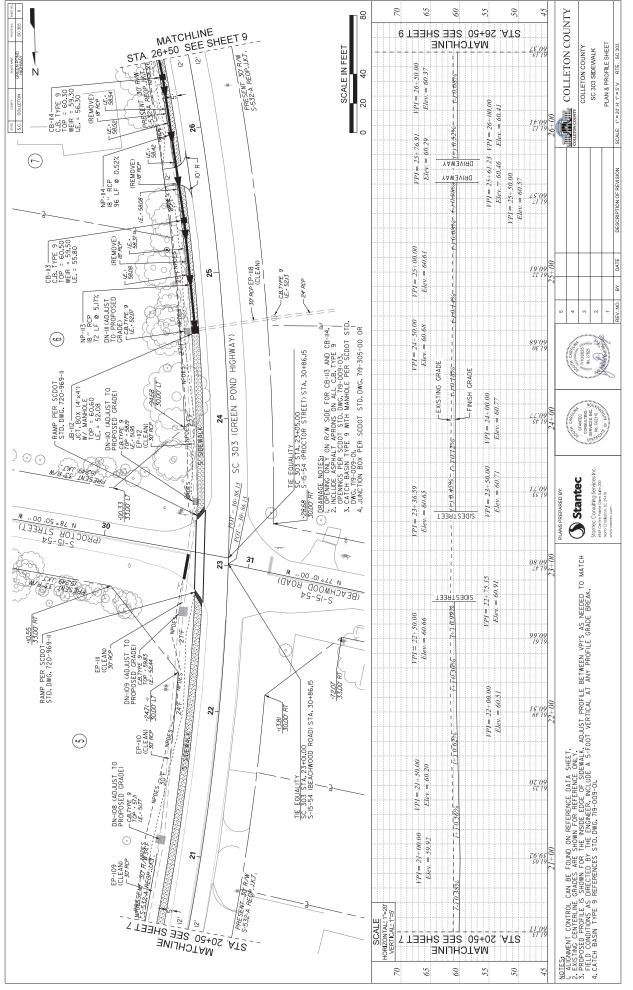
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Control Cont	3059900 MAINTENANCE STONE		TON	WHERE DIRECTED BY ENGINEER	
Control Cont	6011000 TRAFFIC CONTROL		ST	PER CONTRACT DOCUMENTS	
1 1 1 1 1 1 1 1 1 1	6051120 PERMANENT CONSTRUCTION		AS :	FOR TRAFFIC CONTROL	GENERAL CONSTRUCTION NOTES:
1	600135A PAVEMENT MARKINGS(TEMP)			FOR IRAFFIC CONTROL	THE ENGINEER MUST SPECIFICALLY AUTHORIZE CHANGES INVOLVING INCREASED COST OF THE
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1	Т	1.20	ACRE	FOR ALL DISTURBED AREAS	SEE INDIVIDUAL CURVES ON REFERENCE DATA SHEET FOR SUPERELEVATION RATE AND DESIGN SPEED,
Control Cont			ACRE	FOR ALL DISTURBED AREAS	AS APPLICABLE.
Control Cont			81	FOR ALL DISTURBED AREAS	THE FOLLOWING QUANTITIES ARE NOT SHOWN IN DETAIL ON THE PLANS BUT ARE INCLUDED IN THE
1,000,000 1,00			9	FOR ALL DISTURBED AREAS	SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.
March content March conten			9 9	FOR ALL DISTURBED AREAS	
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The control of the co			4969 Centre Pointe Drive		
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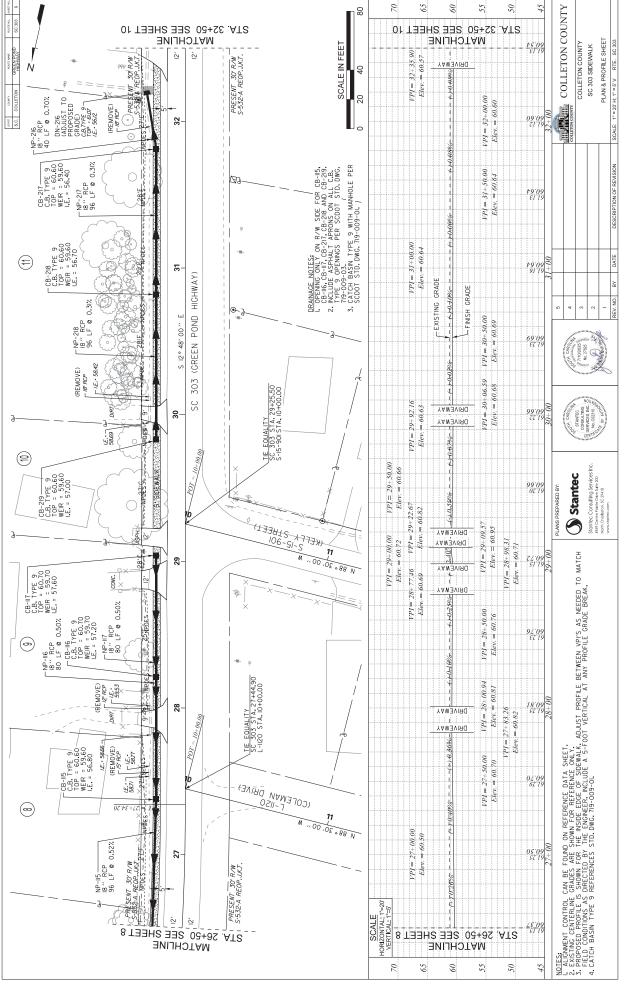


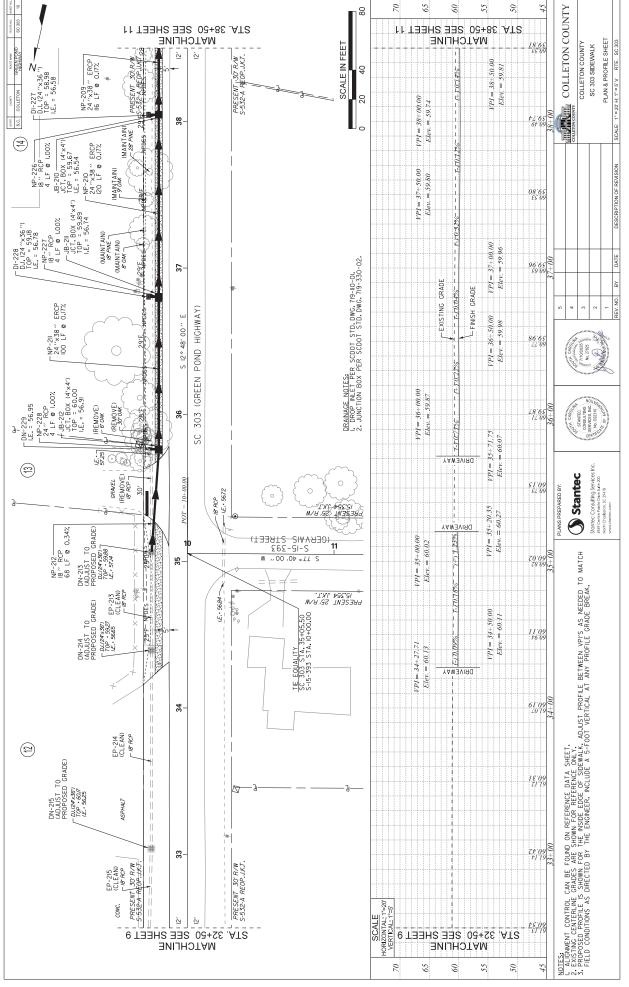


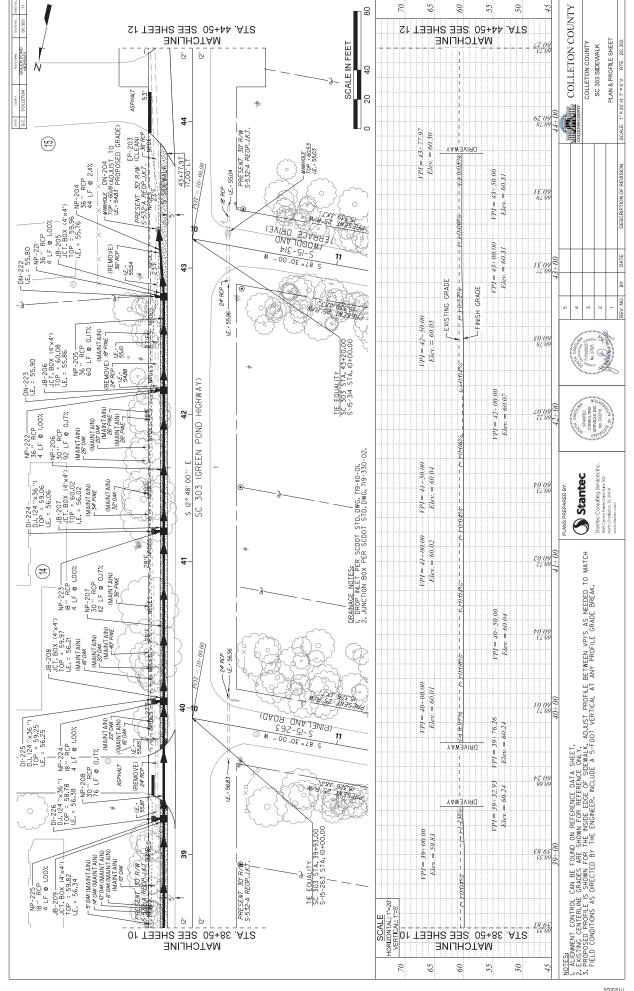


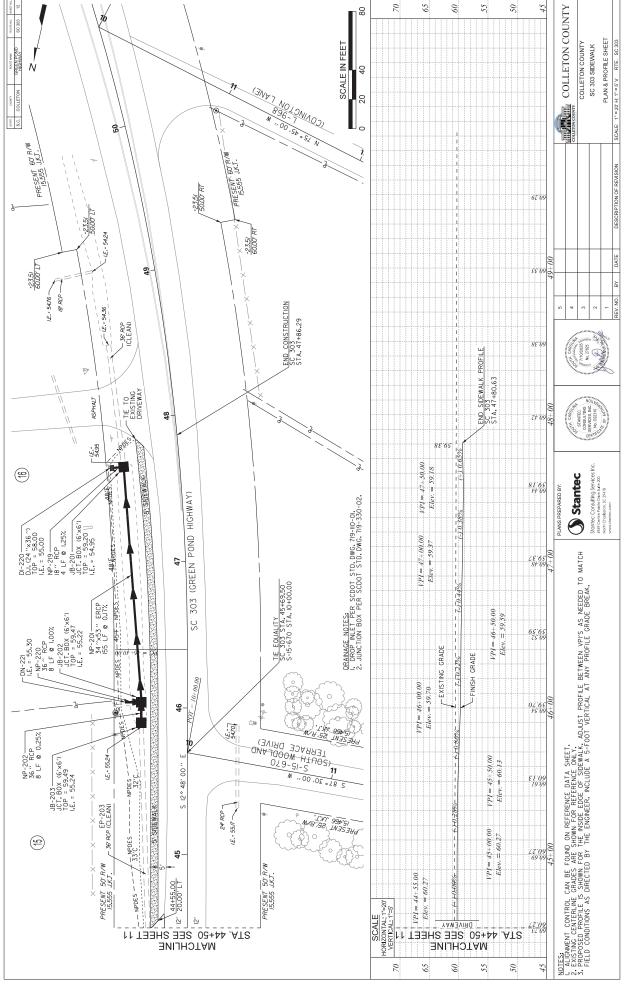












SHEET NO.	D1
NON SUDON	SC 303
ROUTE NAME	GREEN POND HIGHWAY
COUNTY	COLLETON
STATE	S.C.

Diameter (in) 18	г	A DESCRIPTION OF THE PERSON OF																		
ame -			n A	4		Upstream				Downstream	stream		맑	T	_	_	ŀ		Š.	
9		No. of Pip	Pipe Length	Slope (%)	Node	Node	Station	Link Invert	Node	Node	Station	Link Invert		Max. SP	SPI "N" Pre	Pressure r	HUPE TYPE	Built RCP	SS Bull	GAUGE
	Π	-	17	_	CB-102	C.B. TYPE 9	17+01.50	54.20	JB-101	JCT. BOX	17+18.50	54.00	3.7	t	╀	t		3=		1
9		1	144	Н	CB-103	C.B. TYPE 9	15+55.47	55.30	CB-102	C.B. TYPE 9	16+98.50	54.20	3.5	3.7		13		=		
9	_	_	80	\dashv	JB-103	JCT. BOX	14+77.21	55.80	CB-103	C.B. TYPE 9	15+52.60	55.30	+	3.5		13		=	_	
9		<u> </u>	32	0.63	DN-104	PIPE INLET	14+45.18	26.00	JB-103	JCI. BOX	+	55.80	+	3.2	+	2 4		= :		
200			10	+	JB-100	JCI. BOX	13+41.39	29.77	+	PIPE COLLE	13+56.13	28.17	+	0.1		2		≥	+	1
9 0			27.	+	DN-107A	PIPE INLE	14+30 78	58.24	- F	JCT BOX	14+75 13	59.22 55.80							+	
2 8			187	+	DN-107	FX C B T9	19+17 30	51.95	.IB-108	ICT BOX	17+30.67	51.28				١.	,	,		,
3		-	288	+	+	EX. C.B. T9	21+07.53	51.77	DN-107	EX. C.B. T9	19+17.30	51.95		,		١,				
8		-	156	-	+	EX C.B. T9	22+66.05	52.44	DN-108	EX CB T9	21+07.53	51.77		,			,	,		,
30		-	92	\vdash	-	EX. C.B. T9	23+43.41	51.95	DN-109	EX C.B. T9	22+66.05	52.44	ŀ	1				1		1
30		_	116	H	DN-111	EX. C.B. T9	24+61.40	52.07	CB-116	EX. C.B. T9	23+43.41	51.95	Ŀ	1			,	1		,
9	_	L	72	\vdash	⊢	C.B. TYPE 9	25+36.48	55.80	JB-112	JCT. BOX	24+63.91	52.08	3.0	8.9		13		=		
18	~	_	96	0.52 C	CB-114	C.B. TYPE 9	26+36.48	56.30	-	C.B. TYPE 9	_	55.80	2.3	3.0		13	,	=		,
18	_	_	96	0.52 C	CB-115	C.B. TYPE 9	27+36.50	56.80	-	C.B. TYPE 9	╙	56.30	2.1	2.3		13	,			,
18	_	L	80	Н	CB-116	C.B. TYPE 9	28+19.50	57.20	-	C.B. TYPE 9	╙	56.80	1.8	2.1		13		=		
18	~	_	80		CB-117	C.B. TYPE 9	29+02.50	57.60	-	C.B. TYPE 9	_	57.20	1.4	1.8		13	,	=		,
30		Ļ	52	0.10 E	DN-118	EX. C.B. T9	24+66.40	52.13	JB-112	JCT. BOX	24+62.06	52.08	ŀ							
34X53	53	1	155	0.17	JB-202	JCT. BOX	46+07.05	55.22	JB-201	JCT BOX	47+64.61	54.95	1.0	1.0		13		=		
36			80	Н		JCT. BOX		55.24	JB-202	JCT. BOX	46+01.05	55.22	1.0	1.0		13		=		,
36	·C	1	261	-	DN-204 E	EX. MANHOLE		54.83		JCT. BOX		55.24								
36		1	44	Н	JB-205	JCT. BOX	42+82.50	55.76		EX. MANHOLE		54.83	1.0	2.0		13		=	_	
36			09	Н	JB-206	JCT. BOX	42+18.50	55.86	JB-205	JCT. BOX	42+78.50	55.76	1.0	1.0		13				,
30		1	92	Н	JB-207	JCT. BOX	41+22.50	56.02	JB-206	JCT. BOX	42+14.50	55.86	1.0	1.0		13		_	_	
30		1	112	Н	JB-208	JCT. BOX	40+06.50	56.21	JB-207	JCT. BOX	41+18.50	56.02	1.0	1.0		13		=	_	
30			9/	Н	JB-209	JCT. BOX	39+26.50	56.34	JB-208	JCT. BOX	40+02.50	56.21	1.0	1.0		13		2	_	,
24X38	38	1	116	Н	JB-210	JCT. BOX	38+06.50	56.54	JB-209	JCT BOX	39+22.50	56.34	1.0	1.0		13		_	_	1
24X38	38	1	120	0.17	JB-211	JCT. BOX	36+82.50	56.74	JB-210	JCT. BOX	38+02.50	56.54	1.0	1.0		13	,	_	_	1
24X38	88	_	100	\dashv	JB-212	JCT. BOX	35+78.50	56.91	JB-211	JCT. BOX	36+78.50	56.74	1.0	1.0		13		=		
18	_	_	68	\dashv	DN-213	EX D.I	35+06.31	57.14	JB-212	JCT. BOX	35+74.50	56.91	1.0	1.5		13		2	,	
198		_	29	\dashv	DN-214	EX D.	34+39.30	56.65	DN-213	EX D.	35+06.31	57.14		1		,	,	1		1
9	_		135	+	DN-215	EX D.	33+04.09	56.25	DN-214	EX DI	34+39.30	56.65		1				1		1
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20 5			9 8	0.3	CB-218	C.B. IYPES	30+83.50	39.70	CB-21/	C.B. IYPES	_	1	7.7	5.5	+	2 5				-
ο α		- -	90	+	+	O D 174"Y36"	1	25.00	_	ICT BOX		54.05	. c	2.5		2 6		_		
36		<u> </u>	- 00	+	DN-221	PIPE INI ET	46+04 05	55.30	JB-202	JCT BOX	46+04 05	55.22	10	10		2 6				,
38		L	4	╁	DN-222	PIPE INLET	42+80.50	55.80	JB-205	JCT BOX	42+80.50	55.76	10	1.0		13	-			
36		-	4	┢	DN-223	PIPE INLET	42+16.50	55,90	JB-206	JCT, BOX	42+16.50	55.86	1.0	1.0		13		=	_	1
18	_	_	4	1.00	DI-224	D.I. 24"X36"	41+20.50	56.06	JB-207	JCT. BOX	41+20.50	56.02	1.3	2.3		13				
18	~	1	4	Н	DI-225	D.I. 24"X36"	40+04.50	56.25	JB-208	JCT. BOX	40+04.50	56.21	1.3	2.1		13		_	_	1
18	~	1	4	1.00	DI-226	D.I. 24"X36"	39+24.50	56,38	JB-209	JCT. BOX	39+24.50	56.34	Н	1.8		13	,	2		1
18			4	Н	DI-227	D.I. 24"X36"	38+04.50	56.58	JB-210	JCT. BOX	38+04.50	56.54	1.0	1.4		13		2	_	1
18	_	_	4	Н	DI-228	D.I. 24"X36"	36+80.50	56.78	JB-211	JCT, BOX	36+80.50	56.74	1.0	1.4		13		2	,	1
24		_	4	1.00 E	DN-229	PIPE INLET	35+76.50	56.95	JB-212	JCT. BOX	35+76.50	56.91	1.0	1.0		13		_	_	,

Stantec Consulting Services Inc.

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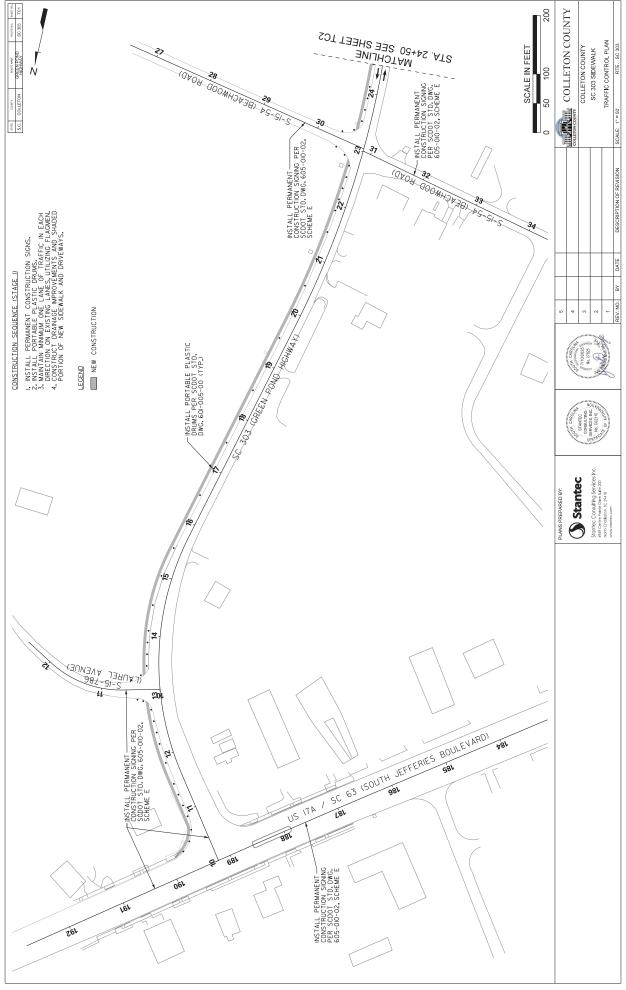
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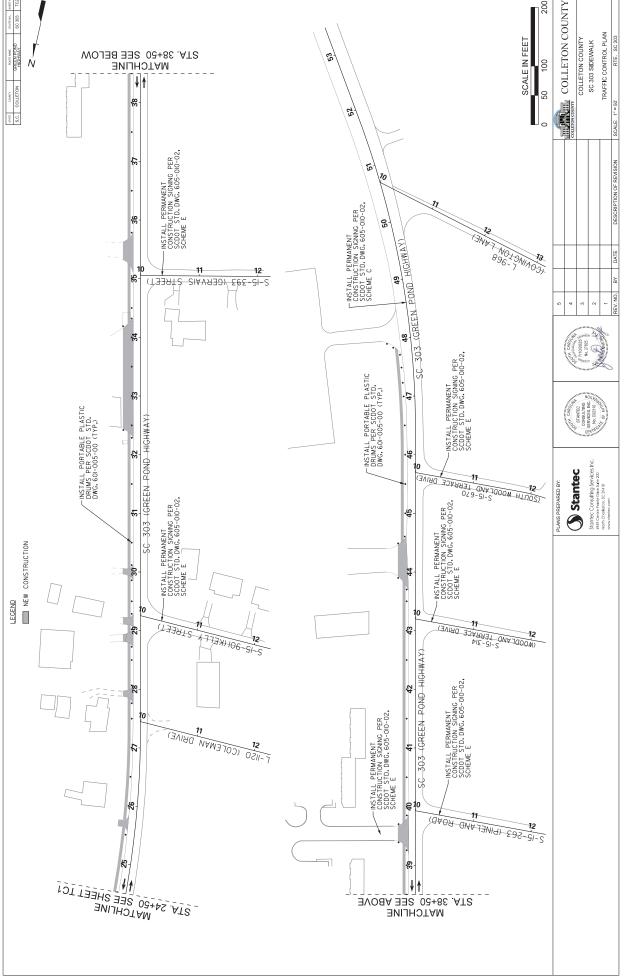
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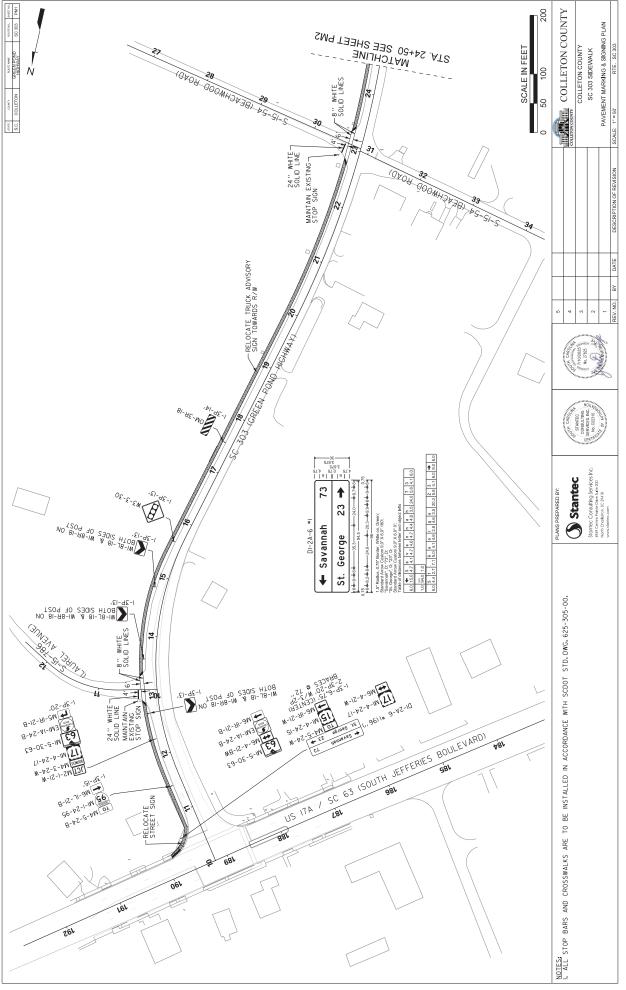


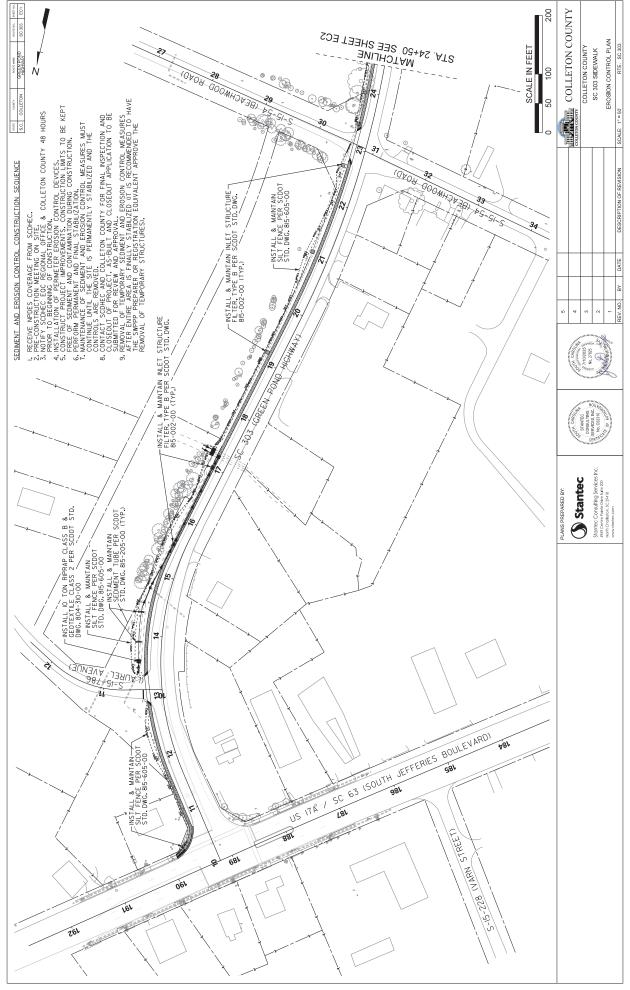


NOTES: I. FOR INFORMATION ONLY.









STATE	COUNTY	ROUTE NAME	ROUTE NO.	SHEET NO
S.C.	COLLETON	GREEN POND HIGHWAY	SC 303	'n

*ALL INFORMATION SHALL BE REFERENCED TO THE PROJECT DATUM.

UTILITY DATÂ	REMARKS																		
NA TOTAL	COMPOSITION			PVC	PVC/AC														
NHO VONO	SIZE	1 PHASE	3 PHASE	8/9	2"/3"/6"/8"														
	OWNER	DOMINION	DOMINION	WALTERBORD WATER DEPARTMENT	WALTERBORD WATER DEPARTMENT		COMCAST	GOOD BITCHES THE COMMENT OF THE COMM	PALMEITO RURAL TELEFHUNE COUP	FRONTIER COMMUNICATIONS									
	TYPE OF UTILITY	ELECTRIC	ELECTRIC	SANITARY SEWER	WATER		COMMUNICATIONS	0.00	COMMUNICALIONS	COMMUNICATIONS									
	I.D. NO.	E1-1	E1-3	SS1	W		T1 / UT1		710 / 71	T3 / UT3									

UTILITY OWNERS AND CONTACT INFORMATION

NO UTILITY WORK CAN BEGIN WITHIN THE R/W WITHOUT AN APPROVED SCOOT ENCROACHMENT PERMIT FOR EACH UTILITY.

NOTE:

DOMINION – GAS
OWRER 1.0. – GI
2390 W. AVIATION ANE
NORTH CHARLESTON, SC 29406
BANDON GROSSY
(843) 5176–8825
brondon, crosby@dominionenergy.com COMCAST 711 BELLS HWY WALTERBORO. SC 29488 000 BLANCE (843) 256-3580 jon.blanche@comcast.com DOMINION
DOMEN 1.D. – ET
DOMEN 1.D. – ET
SESSO AVIATION AVE
NORTH CHARLES DN SC 29406
NORTH CHARLES DN SC 8005
1843) 578-80801010
michael Landridgeadaminionenergy.com

WALTERBORD WATER DEPARTMENT OWNER 1.0. - SS1, WI 248 HAMPTON STREET WALTERBORD. SC 29488 WANTE CROSS (643) 782-1020 wcrosby@wqlterborosc.org

PALMETTO RURAL TELEPHONE COOP OWNER, 1.0. - 12 / U12 1682 MINCHESTER RD WALTERBORG, 5C 29488 DOWNY COLSON (843) 538-3488 downy.colsom@prfc.us

FRONTIER COMMUNICATIONS OWNER I.D. - T3 / UT3 JOHN EDSALL (315)725-3471 john.edsoll@ffr.com

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