



South Carolina
Department of Transportation

Request for Proposals for Industry Review



EMERGENCY BRIDGE PACKAGE 2018-2B

S-243 (Buchanan Bridge Road) over
Adams Creek, S-138 (Bo Melton Loop)
over Little Black Creek, S-757 (Davis
Rivers Road) over Adams Creek, and S-
34 (Wamble Hill Road) over Deep Creek

Design-Build Project

Project IDs P038248, P038249, P038250

Contract ID 1351450

CHESTERFIELD COUNTY

February 08, 2019

Emergency Bridge Package 2018-2B

Chesterfield County, South Carolina

A Design-Build Project

Contract ID 1351450

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**REQUEST FOR PROPOSALS
INSTRUCTIONS**

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1. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a Proposer to perform the Project services described in this RFP. SCDOT desires that this Project be constructed in a very efficient and timely manner. The proposed Project services are hereinafter referred to as the “Project”. “Proposer,” as used here, includes a firm or firms, consortia, partnerships, limited liability corporations, sole proprietorship, joint ventures, and other legal entities, which have been requested by South Carolina Department of Transportation (SCDOT) to submit a Proposal in response to this RFP. Partnerships, corporations, limited liability corporations (LLC), joint ventures, or other joint entities are collectively referred to herein as joint ventures. The Proposer shall become the Contractor if awarded the Contract.

It is not the intention of SCDOT to receive complete detailed Project analysis and design prior to the selection of a Proposer and the later execution of an agreement. Rather, the response to this RFP shall provide sufficient information to be evaluated by SCDOT to determine if the Proposal is in accordance with the specified process and criteria. The Proposal shall be specific enough on assumptions used in its preparation so as to provide the basis for determining a final agreement.

The information obtained under this RFP will become the property of SCDOT without restriction or limitation on its use. SCDOT shall have unrestricted authority to publish, disclose, distribute, or otherwise use in whole or in part any reports, data, or other materials prepared under this RFP. SCDOT shall retain ownership of all plans, specifications, and related documents.

2. PROJECT OVERVIEW

2.1 Project Description

SCDOT proposes to replace one existing bridge along Buchanan Bridge Road (S-243) over Adams Creek, replace one existing bridge along Bo Melton Loop (S-138) over Little Black Creek, replace one existing bridge along Davis Rivers Road (S-757) over Adams Creek, and replace one existing bridge along Wamble Hill Road (S-34) over Deep Creek. The project will include replacing the existing bridges and associated roadway work.

SCDOT intends to enter into a contract for services as detailed in the Agreement and Agreement Exhibits. The Proposer shall be responsible for meeting all Project requirements, specifications, and other applicable criteria as set forth in “Attachments A and B”. Attachment B – Supplemental Design Criteria is located on the SCDOT Design-Build website at <http://m.dot.state.sc.us/business/emergency-bridge-package-2018-2b.aspx>

2.2 Project Information

Project Information, containing electronic files applicable to the Project, will be posted on the SCDOT Design-Build website. The Project Information Package will include information describing the work performed or obtained by SCDOT prior to entering into the contract for the Project. The Project Information Package, which is posted on the SCDOT Design-Build website, is for information only and is not part of the Contract. SCDOT makes no representations or warranties regarding the reliability or accuracy of the information contained therein. Any available existing roadway plans can be obtained from the SCDOT Design-Build website at [Roadway Plans Online](#). Any available existing bridge plans will be provided to the short-listed Proposers via upload to a secured ProjectWise folder.

Proposers are responsible for reviewing all available information in the Project Information Package, visiting the Project site, and making any additional subsurface explorations or soil tests that the Proposer may desire for purposes of preparing the Proposal. The Proposer shall obtain any permits or permissions required prior to any additional subsurface exploration.

2.3 SCDOT Point of Contact

Ms. Carmen Wright is the Primary SCDOT point of contact (POC) and addressee for receiving all communications about the Project with copies to Ms. Barbara Wessinger, Alternate #1 POC, and Mr. Brad Reynolds, Alternate #2 POC. The Alternate POCs have been identified in the event of the unavailability of the Primary POC but are not intended to be substitutes for the Primary POC. No contact is allowed with any SCDOT personnel concerning this Project except for questions of an administrative or contractual nature that shall be submitted in writing to the attention of the Primary SCDOT POC (email is acceptable) with a copy to the Alternate POCs. This restriction is in effect until the contract has been awarded. Any Proposer engaging in prohibited communications may be disqualified at the sole discretion of SCDOT. Written inquiries from the Proposer's POC shall be sent to:

Mail Delivery: Ms. Carmen Wright (Ms. Barbara Wessinger,
Mr. Brad Reynolds)
Office of Project Delivery (Office of Chief Counsel,
Preconstruction Design-Build Group)
South Carolina Department of Transportation
955 Park Street, Room 101 (302, 421)
Columbia, South Carolina 29201

E-mail: WrightCL@scdot.org (WessingerBM@scdot.org,
Reynoldsbs@scdot.org)

2.4 RFP Committal

The submittal of a Proposal in response to this RFP shall constitute the Proposer's agreement to enter into a contract with SCDOT for the completion of the Project under

the terms set forth in the Agreement and Agreement Exhibits attached hereto as “Attachment A”.

2.5 NEPA Document/Permit

SCDOT has prepared Programmatic Categorical Exclusions for all four project sites. The Proposer shall be responsible for complying with the NEPA determinations and all environmental commitments. Responsibilities regarding acquisition of environmental permits are defined in Exhibit 4g.

2.6 Schedule

Contract time requirements are included in Agreement Article IV.

3. GENERAL INSTRUCTIONS

3.1 Design-Build Selection Method

For this Design-Build Project, SCDOT chose a one-phase procurement method. Since this is an Emergency Procurement, SCDOT invited four qualified Proposers to submit proposals in response to this RFP. After evaluation of the Proposals, SCDOT plans to award and execute a contract with a single Proposer.

This procurement includes the following steps:

1. SCDOT invites four Proposers to respond to the RFP
2. SCDOT releases RFP for Industry Review
3. SCDOT holds Open-Forum Meeting with Proposers to clarify/revise RFP
4. SCDOT releases Final RFP
5. SCDOT accepts Non-confidential Questions and conducts Open-Forum Meetings with all Proposers, if necessary
6. SCDOT accepts Confidential Questions and conducts One-on-One Meetings with all Proposers, if necessary
7. Proposers submit Proposals
8. SCDOT evaluates Proposals
9. SCDOT selects a Contractor

These steps will be carried out following the Milestone Schedule in Section 8. SCDOT reserves the right to make changes to the above steps as appropriate to meet the needs of the procurement process. The following paragraphs provide information detailing various steps of the process.

3.2 RFP for Industry Review

The intent of the RFP for Industry Review is to identify and resolve conflicts, mistakes, and/or ambiguities in the RFP.

3.3 Non-Confidential Questions, Clarifications, and Open-Forum Meeting

Once the RFP for Industry Review is issued, the Proposers may submit non-confidential questions and/or comments relating to the RFP. An Open-Forum Meeting with all Proposers present will be held on the date provided in the Milestone Schedule to discuss and edit the RFP for Industry Review. Non-confidential questions will be accepted via electronic upload to ProjectWise on the dates provided in the Milestone Schedule. Proposers shall submit their questions or comments using the Questions Submittal Form which can be downloaded from the SCDOT Design-Build website under the SCDOT Design-Build Documents and Standard Forms Section.

http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx.

SCDOT reserves the right to accept or reject non-confidential questions received after the milestone deadline. SCDOT will review all questions and/or requests for clarification and, in its sole discretion, may incorporate them in the Final RFP. SCDOT will endeavor to provide verbal answers during the Open-Forum Meeting to the questions received. SCDOT's verbal answers to Proposers' questions are for general information only, are non-binding, do not constitute legal or other advice, and do not amend or form part of the Final RFP.

3.4 Final RFP

After completion of the Questions, Clarifications, and Open-Forum Meeting stage, SCDOT may incorporate the Proposers' comments into the RFP, and a Final RFP will be issued. Items that are revised, inserted, or deleted will be highlighted in the Final RFP. In addition to releasing a highlighted version of the Final RFP, SCDOT will also concurrently release a clean version of the Final RFP where all revisions, insertions, and deletions are not highlighted. It is this clean version of the Final RFP that will be utilized if any future Addendums are required.

3.5 Additional Non-confidential Questions, Clarifications, and Open-Forum Meetings

Once the Final RFP is issued, SCDOT will allow Proposers to submit additional non-confidential questions or comments and point out mistakes or ambiguities in the RFP. SCDOT will review all non-confidential questions and/or requests for clarification and, in its sole discretion, may incorporate them in the RFP through an Addendum.

SCDOT may verbally respond to the non-confidential questions received. If responses are provided, it will be verbally through an Open-Forum Meeting where all Proposers will be invited to attend. This meeting may be conducted via conference call. A Proposers' failure to attend this meeting will not relieve the Proposer of the responsibility for estimating properly the difficulty and cost of successfully performing

the work, or for proceeding to successfully perform the work without additional expense to SCDOT. SCDOT's verbal responses to Proposers' questions are for general information only, are non-binding, do not constitute legal or other advice, and do not amend or form part of the Final RFP. Written responses to any questions will not be provided.

Non-confidential questions will be accepted via electronic upload to ProjectWise on the dates provided in the Milestone Schedule. Written questions submitted outside of these dates may not be accepted. If deemed necessary by SCDOT, Open-Forum Meetings will be held within 10 business days of the non-confidential questions Milestone Schedule deadline. Proposers must use the Question Submittal Form that is provided on the SCDOT Design-Build website under the SCDOT Design-Build Documents and Standard Forms Section.

http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx.

3.6 Confidential Questions

Once the Final RFP is issued, SCDOT will allow Proposers to submit confidential questions to provide the Proposer an opportunity to confidentially discuss the contents of his/her Proposal with SCDOT personnel. Confidential questions will be accepted via electronic upload to ProjectWise on the dates identified in the Milestone Schedule. Written questions submitted outside of these dates may not be accepted.

SCDOT will determine, in its sole discretion, if confidential questions submitted are considered confidential. If more than one confidential question on the same topic has been received from multiple Proposers, SCDOT has the right to revise the RFP to include that concept as an addendum to the RFP. If submitted confidential questions are determined to be of non-confidential nature or identify an error or omission in the RFP, SCDOT, if it deems appropriate, in its sole discretion, may incorporate them in the RFP through an Addendum.

SCDOT may verbally respond to the submitted confidential questions during a Confidential One-on-One Meeting. SCDOT's verbal responses to Proposers' questions are for general information only, are non-binding, do not constitute legal or other advice, and do not amend or form part of the Final RFP. Written responses to confidential questions may be provided if deemed necessary during discussions at the meeting; however, such questions and answers will be identified and narrowly tailored. No oral discussions during any Confidential One-on-One Meetings shall be binding on SCDOT.

For confidential questions received on the allowable date(s), verbal answers may be provided during a Confidential One-on-One Questions Meeting/conference call which may be held as soon as possible following receipt of the confidential questions, or as determined necessary by the SCDOT POC. Proposers must use the Question Submittal Form that is provided on the SCDOT Design-Build website under the SCDOT Design-Build Documents and Standard Forms Section.

http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx.

3.7 Alternative Technical Concepts (ATCs)

No ATCs are allowed for this Project.

3.8 Stipends

SCDOT will not award stipends for this Project.

4. PROPOSAL DEVELOPMENT AND SUBMITTAL

Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal. Required forms, confidentiality list, and conceptual plans used in preparing the Proposer's Cost Proposal shall also be incorporated in the Technical Proposal as Appendices. If a Proposer does not, at a minimum, submit a Technical Proposal Narrative and Technical Proposal Conceptual Plans, the submittal will be considered non-responsive and retained without further review/evaluation. Any concepts that conflict with the RFP specifications discovered during the evaluations or after award of the Project shall not control over RFP specifications and shall be resolved at no expense to SCDOT (i.e. time or cost). The determination of whether a concept conflicts with the RFP specifications and the resolution of that conflict shall be at the sole discretion of the SCDOT.

4.1 Technical Proposal

The Technical Proposal Narrative shall contain no more than two pages, excluding the required appendices. Charts, tables, and schedules used to explain or expand on the Technical Proposal Narrative are to be included within the page limit and shall not be inserted into the appendices.

The Technical Proposal Narrative shall be on single sided 8.5"x11" letter sized paper, with minimum twelve-point Times New Roman font and double line spacing for text. Any Conceptual Plans shall be provided in black and white on single sided 11"x17" paper unless otherwise noted herein.

The Technical Proposal Appendices shall only include:

Appendix A – Conceptual Plans

Appendix B – Required Forms, Confidential and Proprietary Information Page List

In the Technical Proposal Narrative, Proposers shall include a discussion on its Project Delivery and Approach or the proposal will be considered non-responsive. The Technical Proposal Narrative shall be developed in the following sequence:

1. Describe the Project Delivery & Approach to include assurances and ability to complete the Project within the required timeframe.

In the Technical Proposal Appendices, Proposers shall provide the following items.

2. Provide Conceptual Plans. The intent of conceptual plans is for the proposer to clearly demonstrate their understanding of requirements of the RFP and the Team's approach to meet those requirements. The quality of the plans will be reviewed and scored (Pass/Fail) for design content and compliance with RFP requirements rather than plan development/preparation conformance. The following shall be provided.
 - a. Typical Sections of proposed roadway
 - b. Plan and Profile of proposed roadway showing existing and proposed Right of Way limits
 - c. Section(s) through bridge superstructure and elevation(s) of interior bents
 - d. Conceptual Bridge Plan and Profile showing bent locations and span arrangement
3. Required Forms, and Confidential and Proprietary Information include.
 - a. EEO Certificate
 - b. Non-Collusion Certificate
 - c. Notice of Receipt of Addendum
 - d. Disclosure of Potential Conflict of Interest Certification
 - e. Confidential and Proprietary Information Page List (See Section 4.4)

The Technical Proposal Narrative and Conceptual Plans submitted as a part of the Technical Proposal will be considered a commitment and shall become part of the contract. If awarded the Project, the Proposer commits to deliver this Project as set forth in their Technical Proposal and further agrees to correct all non-conforming aspects, omitted items, and deficiencies to the satisfaction of SCDOT and at no additional costs. If subsequent revisions to the Technical Proposal are desired by the Proposer, even if within the parameters of the RFP requirements, SCDOT approval will be required. SCDOT reserves the right to utilize the change order process to approve any desired revision.

4.2 Cost Proposal

The Cost Proposal shall be clearly marked as "Confidential Proprietary Information" by the Proposer and shall include the completed Cost Proposal Bid Form and Bid Bond Form provided at the end of this document. The Cost Proposal Bid Form and Bid Bond Form shall be sealed in a separate envelope and delivered as part of the Cost Proposal per the Milestone Schedule.

4.2.1 Bid Bond

Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond evidence of authority to bind the surety. An original, or a photocopy or facsimile of an original, power of attorney is sufficient evidence of such authority. Electronic, mechanically-

applied and printed signatures, seals and dates on the power of attorney shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. Make certain that the proposal guaranty is written by a company licensed for surety authority by the Chief Insurance Commissioner of the South Carolina Department of Insurance and has a rating of “A” or better assigned by A.M. Best Company on its most recent Best’s Key Rating Guide; otherwise, the bond will not be accepted. Ensure that the proposal guaranty is fully executed and indicates the name of the Proposer, the name of the surety, the project for which the bond is issued, the penal amount of the bond, and that the bond guaranties and names the South Carolina Department of Transportation as the obligee. Proposal guarantees must be included in the Proposer’s response to the RFP on the required form and submitted as part of the sealed cost proposal. Failure to furnish a bid bond in the proper form and amount with the response to the RFP may be cause for rejection of the proposal. Bid bonds shall be payable to SCDOT, shall be for at least five percent (5%) of the total amount of the proposal, and shall serve as a guarantee deposit that the offer will be carried out to the complete satisfaction of SCDOT.

Failure to execute the Contract, or failure to meet and submit insurance and bond requirements within 20 days of receipt of the contract, shall result in its bid security being forfeited, and the Notice of Award and Contract will be rescinded and awarded to another Proposer. Withdrawal or attempted withdrawal of a proposal after the receipt of the cost proposal may also result in forfeiture of bid security.

A Proposal submitted without the Bid Bond Form may be deemed non-responsive.

4.3 Proposal Submittal

Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal. Proposers are required to upload the Technical Proposal, signed forms, and appendices, online through ProjectWise in PDF format. Only one completed submittal per team will be accepted and shall be uploaded by either the lead contracting entity or lead design firm. Please be advised of the time required to set up new account. All requests for new accounts must be received 72 hours prior to the Proposal deadline indicated in the Milestone Schedule. More information is available at http://www.scdot.org/doing/constructionletting_projectwise.aspx.

Proposers are to physically deliver and submit three printed and bound hard copies of the Technical Proposal, signed forms, and appendices. Proposers are to physically deliver one sealed, printed copy of the Cost Proposal. Please deliver to:

Carmen Wright
Assistant Chief Procurement Officer for Project Delivery
South Carolina Department of Transportation
955 Park Street, Room 101

Proposers are responsible for affecting delivery by the date in the Milestone Schedule. Late submissions will be rejected without opening. SCDOT accepts no responsibility for misdirected or lost Proposals.

4.4 Confidentiality of Proposals

Proposer shall specifically mark as “CONFIDENTIAL” any elements of their submission in addition to the Cost Proposal that they consider to contain confidential or proprietary information, and the release of which would constitute an unreasonable invasion of privacy. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark the entire Proposal as confidential or proprietary. **In the Technical Proposal appendix, Proposer shall include a list of page numbers that contain confidential and/or proprietary information. Failure to include this list in the Technical Proposal appendix waives the confidentiality protection and subjects the information to disclosure in accordance with the law.** In determining whether to release documents, the SCDOT will rely on the Proposer’s marking of each page or portions of pages of documents, as required by these instructions, as being either “Confidential” or “Trade Secret”. Proposer shall be prepared upon request to provide justification of why such materials shall not be disclosed under the South Carolina Freedom of Information Act, Section 30-4-10, et seq., South Carolina Code of Laws (1976) as amended. Proposals will be kept confidential and will not be disclosed, except as may be required by law.

4.5 Non-collusion and Equal Employment Opportunity Certification

Proposers shall certify that they have not participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the submission of this Proposal on this Project. A Proposal submitted without the non-collusion certification may be deemed non-responsive. The non-collusion certification form provided as part of this document shall be submitted as part of the Technical Proposal and will not count against the specified page limit. Each joint venture team member shall submit a separate non-collusion certification.

Proposers shall complete the Equal Employment Opportunity (EEO) Performance Certification form provided as part of this document. A Proposal submitted without the EEO certification may be deemed non-responsive. The EEO certification form shall be submitted as part of the Technical Proposal and will not count against the specified page limit. Each joint venture team member shall submit a separate EEO certification.

5. EVALUATION OF PROPOSALS

5.1 Evaluation Committee

An Evaluation Committee (“Committee”) will be appointed by SCDOT to review the Proposals. The voting committee members will be comprised of SCDOT employees.

The committee may consult with SCDOT employees, Project stakeholders, and/or outside consultants having expertise in the various disciplines required by the Project including FHWA.

5.2 Proposal Review

The Committee will review the Technical Proposals and determine responsiveness based on the Proposal Development criteria in Section 4. Cost Proposals will be accepted from those Proposers deemed to have responsive Technical Proposals. Proposers that submit a non-responsive Technical Proposal will be sent a letter with a detailed explanation as to the reasons for determining non-responsiveness. All original copies of the non-responsive Technical Proposal(s) will be retained by SCDOT. Reasons for determining a Technical and/or Cost Proposal to be non-responsive may result from, but are not limited to, the following: failure to provide all information requested in the Proposal, failure to conform to the material requirements of the RFP, conflict of interests, conditional Proposals, failure to provide complete and honest information, or failure to complete the Cost Proposal Bid Form correctly. Technical and/or Cost Proposals which impose conditions that modify material requirements of the RFP may be rejected as non-responsive. Proposers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be clarified or waived at the sole discretion of the SCDOT.

5.3 Technical Proposal Evaluation

Each member of the Committee will examine each Proposal in detail to measure its contents against the evaluation criteria. The Committee will then meet and formulate its collective conclusions. The Committee must discuss significant variations in their evaluations or assessments of technical merit and resolve discrepancies or fully explain them. The Committee will assign a Pass/Fail score for each Technical Proposal by consensus.

The Proposer may be deemed non-responsive if all required forms are not included in the Technical Proposal Appendices. SCDOT reserves the right to request any required forms not included in the Technical Proposal. If the Proposer does not provide the omitted forms in the time allotted by SCDOT, the Proposer shall be deemed non-responsive.

5.4 Presentations

Presentations will not be required for this Project.

5.5 Clarifications

SCDOT, at its sole discretion, shall have the right to seek clarifications from any Proposer to fully understand information contained in their responses to the RFP. Clarifications mean a written or oral exchange of information which takes place after the receipt of Proposals when award without discussions is contemplated. At its discretion, SCDOT may elect to hold discussions, despite conducting clarifications,

when circumstances dictate. Clarifications do not have to be held with any specific number of Proposes and do not have to address specific issues. The purpose of clarifications is to address minor or clerical revisions as well as clarify certain aspects of the proposals. The SCDOT POC shall exchange sufficient information with the Proposer to clarify the issues. The SCDOT POC is charged with limiting such exchanges to only the information necessary to determine how to read language already existing in the proposal. A proposal is unclear if open to more than one reasonable interpretation or obscure in meaning, through indefiniteness of expression. Silence is not unclear. Clarifications cannot involve an opportunity for proposal revisions. Accordingly, clarifications must be limited to determining which reasonable interpretation was intended and should not include new information. The SCDOT POC shall have exclusive discretion regarding whether clarification is needed.

5.6 Communications

Communications are exchanges, between SCDOT and Proposers, after receipt of proposals. These communications:

- may be conducted to enhance the Evaluation Committee's understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the evaluation process;
- may address ambiguities in the proposal or other concerns (e.g., perceived deficiencies, weaknesses, errors, omissions, or mistakes and information relating to relevant past performance; and
- shall address adverse past performance information to which the offeror has not previously had an opportunity to comment.

Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal.

5.7 Technical and Cost Proposal Analysis

Upon delivery of the Proposer's Cost Proposal at the time and date outlined in the Milestone Schedule, SCDOT will convene a closed session meeting; at which time, the Cost Proposals of Proposers with responsive Technical Proposals will be opened so that the analysis may be conducted.

The Total Cost to Complete shown on the Cost Proposal Bid Form for each respective Proposer will be entered into a spreadsheet and analyzed. Each Total Cost to Complete will be compared against the confidential SCDOT Engineer's Estimate. SCDOT will analyze the Proposals to determine if an award is justified. Upon completion of the analysis, the closed session will be adjourned and a public announcement will be made at the time and date outlined in the Milestone Schedule.

If upon analysis, there are no apparent concerns with the Proposals, the Total Cost to Complete and the Cost Proposal information for each Proposer will be read aloud

during the public announcement. SCDOT intends to award the contract to the Proposer with the lowest Total Cost to Complete. However, the project may be cancelled after opening, but prior to the issuance of an award, when such action is determined in writing to clearly be in the best interest of the SCDOT. If the RFP is cancelled, Cost Proposals may be returned to the Proposers and a new solicitation may be conducted for the Project.

If upon analysis, there are concerns with the Proposals, the Cost Proposal information will not be read aloud and the Proposers will be advised whether SCDOT will hold discussions or cancel the procurement.

5.8 Competitive Range

If SCDOT determines to hold discussions, it may either elect to establish a competitive range or proceed with discussion with all responsive Proposers. The competitive range is based on the rating of Technical and Cost Proposals. If after discussions, SCDOT decides that a proposer's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award. Written notice detailing this decision shall be provided to the eliminated Proposer. Any unopened Cost Proposal(s) will be retained by SCDOT until either contract execution or RFP cancelation. All original copies of the Technical Proposal will be retained by SCDOT. Proposers excluded or otherwise eliminated from the competitive range may request a debriefing after execution of the contract.

5.9 Discussions

If necessary, after the Technical and Cost Proposal Analyses, SCDOT may hold confidential discussions with each responsive Proposer relating to aspects of their respective Proposal. Discussions are written or oral exchanges with the intent of allowing the Proposers to revise their proposals. However, after Discussions are concluded, SCDOT reserves the right to proceed with award without revisions to the proposals.

Discussions are tailored to each Proposer's proposal. The discussion process is intended to assure that Proposers fully understand the requirements of the RFP and that the evaluation team fully understands each qualified Proposer's Technical Proposal and the Proposer's ability to perform as needed. Discussions involve only a limited exchange of information. Discussions are not negotiations. The SCDOT POC may discuss with each Proposer deficiencies, significant weaknesses, and other aspects of a proposal that could be altered or explained in their proposal. However, the SCDOT POC is not required to discuss every area where the proposal could be improved. The scope and extent of discussions are a matter of the SCDOT POC's judgment. If SCDOT determines that discussions are necessary, SCDOT will forward a written invitation to the responsive Proposers.

SCDOT reserves the right to hold multiple discussions at any length of time with all of Proposers. All discussions shall be controlled by the SCDOT POC. Proposers shall not

communicate with any other SCDOT employees regarding these discussions except at the appropriate discussion meetings.

If, after discussions have begun, a proposer originally in the competitive range is no longer considered to be among the most highly rated proposers being considered for award, that proposer may be eliminated from the competitive range whether or not all material aspects of the proposal have been discussed, or whether or not the proposer has been afforded an opportunity to submit a proposal revision.

At the conclusion of discussions, SCDOT may either, 1) proceed with award of the contract to the selected Proposer based on the lowest Total Cost to Complete; 2) issue a Request for Best and Final Offers; or 3) cancel the procurement.

5.10 Best and Final Offer

At the conclusion of discussions, if SCDOT determines that Proposal revisions are warranted, SCDOT may issue a Request for Best and Final Offer (BAFO). Regardless of the length or number of discussions, there will be only one request for a BAFO. If necessary, SCDOT may also issue an addendum to revise the RFP to allow revisions to clarify and document understandings reached during discussions. The Request for BAFO will include instructions for preparing and submitting the BAFO and will include a new Milestone Schedule. Proposers submitting a BAFO will not be requested to re-submit any documents which are unchanged from their initial proposals. Proposers should provide necessary changes to individual paragraphs, as briefly as possible, together with a table of contents, which clarifies where within the initial proposal the additional information or changed documents would be placed. Proposal revisions shall include a BAFO Acknowledgement Form that acknowledges receiving all RFP amendments, if applicable. If only Cost Proposal revisions are requested, Proposers will revise and resubmit the Cost Proposal, and SCDOT will analyze the Cost Proposals as outlined in Section 5.6. If Technical Proposal revisions are warranted, Proposers will revise and resubmit, and the procurement process will return to Section 5. A new bid bond shall be submitted only if the final proposal revisions to the Proposer's Cost Proposal are greater than its initial Cost Proposal.

5.11 Protest

5.11.1 Grounds for Protest

Protest of Contents of Solicitation (Invitation For Bids or RFPs or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue): Any Proposer who is aggrieved in connection with a solicitation document shall file a written protest to SCDOT's Chief Procurement Officer (CPO), PO Box 191, Columbia, SC 29202, within five business days of the date of posting of the solicitation, RFP, or other solicitation document or any addendums to it on the SCDOT design-build website.

Protest of Award: Any Protestant who is aggrieved in connection with the award of the contract shall file a written protest with the CPO within five business days of the date the Request to Award memorandum is posted on SCDOT design-build website. Any matter that could have been raised pursuant to the protest of contents of solicitation or short-listing, section above, may not be raised as a protest of award.

Exclusive remedy: The rights and remedies granted in this section to Proposers, either actual or prospective, are to the exclusion of all other rights and remedies of Proposers against the SCDOT.

Failure to file a timely protest: If protestant fails to request a protest within the five business days, the short-list and award shall be final.

5.11.2 SCDOT Procedures for Protest

Protest: A protest must be in writing, filed with the CPO, and set forth the grounds of the protest and the relief requested with enough specificity to give notice of the issues to be decided. The protest must be received by the CPO within the time provided.

Burden of Proof: The protestant bears the burden of proving the validity of the protest or claim against the SCDOT.

Duty and Authority to Attempt to Settle Protests: Before commencement of an administrative review, the CPO, or a designee of the CPO, may attempt to settle by mutual agreement a protest of an aggrieved Protestant, actual or prospective, concerning the solicitation, short-listing, or award of the contract. Any settlement reached by mutual agreement shall be approved by the CPO.

Administrative Review and Decision: If, after reasonable attempt, a protest cannot be settled by mutual agreement, the CPO, or a designee, shall promptly conduct an administrative review. The CPO shall commence the administrative review no later than five business days after a reasonable settlement attempt and shall issue a decision in writing within five business days of completion of the review. The decision must state the reasons for the action taken. The decision shall include findings of fact and conclusions of law, separately stated. A copy of the decision along with a statement of appeal rights set forth below must be mailed or otherwise furnished immediately to the protestant.

Finality of Decision and Appeal: The SCDOT's decision pursuant to the above paragraph is final and conclusive. A person adversely affected by the final decision can appeal to circuit court and hereby waives a trial by jury regarding any protest arising out of this procurement and any such trial will be a non-jury trial before the South Carolina Circuit Court in Richland County.

Stay of Award: The contract award is stayed until issuance of a final decision by the SCDOT. Once a final decision is issued, the filing of a petition to appeal

that decision does not stay enforcement of SCDOT's decision to award the contract.

All Freedom of Information (FOIA) requests will be sent to the FOIA Officer in the SCDOT Office of Chief Counsel.

6. SELECTION OF CONTRACTOR

The Chairman of the Committee will present a report regarding the review of the Proposals along with the Technical and Cost Proposal Analysis results to SCDOT Director of Construction's Office and recommend selection of the Proposer with the lowest Total Cost to Complete. Prior to contract execution, the Director of Construction's Office may conduct limited negotiations on any issues regarding scope, schedule, financing, inclusion of any concepts submitted by another Proposer, or any information provided by the selected Proposer. The Director of Construction's Office will prepare a Secretary of Transportation Record of Approval Form requesting authorization to award and execute a contract. Upon approval by the SCDOT Secretary of Transportation, SCDOT will offer a contract to the selected Proposer. However, contract terms are not accepted by the selected Proposer or the selected Proposer is unable to fulfill the contract requirements. SCDOT may offer a contract to the Proposer with the next lowest Total Cost to Complete.

7. GENERAL INFORMATION

SCDOT reserves the right to terminate the evaluation of one or more of the Proposals if it is determined to be in the best interest of the state to do so.

SCDOT reserves the right, at its sole discretion, to either cancel this solicitation or to re-advertise in another public solicitation when it is in the best interest of the state to do so.

SCDOT reserves the right to reject any and all Proposals, or parts thereof, and/or to discontinue contract execution with any party at any time prior to final contract execution.

SCDOT assumes no liability and will not reimburse costs incurred by firms, whether selected or not, in developing Proposals or in contract execution.

SCDOT reserves the right to request or obtain additional information about any and all Proposals. SCDOT may also issue addendums to the RFP, which will be posted on the website and emailed to all Proposers' Points of Contact.

SCDOT reserves the right to revise or amend the RFP, specifications and/or drawings, including changes to the date the Proposal is due. Such changes, if any, will be announced by an addendum(s) to this RFP. All information relating to this RFP, including pertinent changes/addendums and other applicable information will be posted on SCDOT's Design-Build website http://www.scdot.org/doing/constructionletting_designbuild.aspx. If changes are made to the RFP within 10 days of the due date, Milestones may be adjusted accordingly. Proposers are advised to check this site frequently to ensure they have the latest information.

Receipt of an addendum by the Proposer must be acknowledged in the space provided on the Addendum Notice to Proposer Transmittal Form posted on the SCDOT Design-Build website for this Project. Proposers shall submit the signed Notice with its Technical Proposal response to this RFP. Failure to acknowledge an addendum may result in rejection of the Proposal. Explanations or instructions given in a form other than an addendum or ATC response letter shall not be binding.

After award, if an unsuccessful Proposer would like to schedule a debriefing, Proposer shall submit a request within three business days from the date the award notification is posted on the SCDOT Design-Build website for this Project. Only written requests (emails are acceptable) for a debriefing will be scheduled. Failure to request a debriefing within the three business day period waives the opportunity for a debriefing.

Proposer shall be held responsible for the validity of all information supplied in its Proposal, including that provided by potential subcontractors. Should SCDOT subsequently learn that the facts and conditions were not as stated, the Proposal may be rejected or contract terminated for default if after award, in addition to any other remedy available under the contract or by law.

Proposer, by submitting a Proposal, represents that it has read and understands the RFP, its exhibits, attachments and addendums, and that its Proposal is made in compliance with the criteria of the RFP. Proposers are expected to examine the RFP, its exhibits, attachments and addendums thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements therein. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any patent ambiguity in the RFP, its exhibits, attachments and addendums that Proposer does not bring to SCDOT's attention.

Proposal Acceptance Period - By submitting a Proposal, Proposer agrees to hold the Proposal offer available for acceptance a minimum of 90 calendar days after the submission of their Cost Proposal. If a BAFO is requested, Proposer agrees to hold the BAFO available for acceptance a minimum of 90 calendar days after the submission of their BAFO Cost Proposal.

Submission of a Proposer's bid is not considered complete until both the Technical and Cost Proposals are received by SCDOT.

If a Proposer withdraws any time during the procurement, the stipend shall be forfeited.

A business day is hereby defined as a day in which SCDOT Headquarters is open for business.

8. CONFLICT OF INTEREST

8.1 The Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Section 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

- 8.1.1** Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- 8.2 Consultants and/or sub-consultants who assist the owner in the preparation of a RFP document will not be allowed to participate as a Proposer or join a team submitting a proposal in response to the RFP. However, SCDOT may determine there is not an organizational conflict of interest for a consultant or sub-consultant where:
- 8.2.1** The role of the consultant or sub-consultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the RFP, and did not include assistance in development of instructions to Proposer or evaluation criteria, or
- 8.2.2** Where all documents and reports delivered to SCDOT by the consultant or sub-consultant are made available to all Proposers
- 8.3 Any contractor, subcontractor, consultants and/or sub-consultants who perceives there is a potential conflict of interest, shall notify the SCDOT POC as soon as the conflict is discovered to request a review by SCDOT. If no conflict of interest is determined by SCDOT, a standard release letter may be issued by SCDOT to allow participation on a design-build team. Please refer to the SCDOT Design-Build Procurement Manual, Section 3.3.2 for guidance.
- 8.4 Proposers who identify any person or entity who has an organizational conflict and/or has performed, is performing, or will perform certain preliminary engineering for this Project, and wish to identify them to participate on the Design-Build Team shall:
- 8.4.1** Disclose all work performed in relation to the Project and describe in detail the organizational conflict on the Disclosure of Potential Conflict of Interest Certification included in this RFQ. Disclosure includes providing all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of its chief executives, directors, Key Individuals for this Project, or any proposed consultant, contractor or subcontractor may result, or could be viewed as an organizational conflict of interest;
- 8.4.2** Provide all records of such work to SCDOT so that all such information can be made available to all potential Proposers, if necessary;
- 8.4.3** Ensure that the person’s or entity’s contract with SCDOT or any related entity to perform service related to this Project has expired or has been terminated prior to release of the RFP for Industry Review;

- 8.4.4** In cases where the person or entity is identified as a Key Individual on more than one Proposer's Team for this Project, Proposer shall describe how the person or entity will avoid conflicts in the bid phase of the Project.
- 8.4.5** Comply with all federal and state conflict of interest rules and regulations.
- 8.5 The Lead Contractor and Lead Designer on a Proposer's Team are prohibited from submitting on multiple proposals for a given project.
- 8.6 As provided in **Section 2.2.4**, no member of the successful Proposer's team, its subsidiaries and/or affiliates, (both design team and construction team) shall be selected for the CE&I Project. If a sub-consultant on the successful Proposer's team (both design team and construction team) is being utilized by a CE&I candidate, the submitting CE&I firm shall request approval from SCDOT to replace the sub-consultant prior to CE&I contracting.
- 8.7 The Proposer must complete a Disclosure of Potential Conflict of Interest Certification and submit it as part of the RFP response to certify that all members of the Proposer's team either have or have no conflict of interest. If no member of a Proposer's team has a potential conflict of interest, the Proposer shall submit only one Disclosure of Potential Conflict of Interest Certification. Otherwise, any team member with a potential conflict of interest shall submit a Disclosure of Potential Conflict of Interest Certification. SCDOT will review the Disclosure of Potential Conflict of Interest Certification and the proposed mitigation measures to determine if the Proposer may proceed forward. SCDOT will determine, in its sole discretion, if the Proposer has obtained an unfair competitive advantage. Disclosure of a potential conflict of interest will not necessarily disqualify a Proposer.
- 8.8 Proposer agrees that, if an organizational conflict of interest is discovered after the RFP is submitted, Proposer must make an immediate and full disclosure to SCDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract an organizational conflict of interest is determined to exist, SCDOT may, at its discretion, terminate the design-build contract for the Project. If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to SCDOT, then SCDOT may terminate the contract for default.
- 8.9 Because of their prior work or services currently being provided that relate to this Project, the following firm(s) have been identified as having conflicts of interest:
- Terracon Consultants, Inc.
- Proposers utilizing the firm(s) identified above will be disqualified from participating in this Project.
- 8.10 To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, a SOQ will be disqualified that names, identifies, or

includes in any way a current or former SCDOT employee serving in a management level position within 365 days of the submittal. No communication or appearance shall be made by such a current or former employee with SCDOT on such SOQ, or the SOQ will be disqualified. In addition, no current or former employee, who served in a management level position or above, may work on or invoice for services performed on a project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCOOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission service on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by SCDOT during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.

9. MILESTONE SCHEDULE

Milestone Schedule	Date/Time
Provide RFP for Industry Review to Selected Proposers	Friday, February 8, 2019
Deadline for Proposers to submit Comments/Questions on the RFP for Industry Review	Tuesday, February 12, 2019 by 7:30am EST
Open-Forum Meeting with Proposers for RFP for Industry Review Clarifications/Comments	Thursday, February 14, 2019 at 10:00am EST
Issue Final RFP	Thursday, February 21, 2019
Submittal of Non-Confidential and Confidential Questions	Monday, February 25, 2019 by 2:00pm EST
Submittal of Technical Proposals	Thursday, February 28, 2019 by 9:00am EST
Submittal of Cost Proposals	Monday, March 4, 2019 from 9:00am to 10:00am EST
Public Announcement of the Technical and Cost Proposal Analysis (with team representatives present)	Monday, March 4, 2019 at 12:00pm EST

10. COST PROPOSAL BID FORM

**Emergency Bridge Package 2018-2B
Chesterfield County**

CONTRACTOR: _____

ADDRESS: _____

Provide full Project scope as described in Attachment A.

COST TO COMPLETE PART 1 (S-243 Bridge) _____

COST TO COMPLETE PART 2 (S-138 Bridge) _____

COST TO COMPLETE PART 3 (S-757 Bridge) _____

COST TO COMPLETE PART 3 (S-34 Bridge) _____

TOTAL COST TO COMPLETE (PARTS 1+2+3+4) = _____

No conditional Bids will be accepted and will be deemed non-responsive.

Signature

Date

Printed Name

11. NON-COLLUSION CERTIFICATION

NON-COLLUSION CERTIFICATION

Contract ID: 1351450

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

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

Executed on _____
(Date)

Signed: _____
(Officer/Proposer)

(Title)

(Address)

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(COMPLETE THIS SECTION FOR FEDERAL PROJECTS ONLY) EQUAL EMPLOYMENT OPPORTUNITY PERFORMANCE

Select the Certification that applies to the PROPOSER:

Certification (1) or Certification (2)

Select the appropriate responses in the applicable Certification:

Certification (1): Pursuant to 41 C.F.R. §60-1.7(b)(1), Previous Equal Employment Opportunity Performance Certification, as the Prospective Prime Contractor, I HEREBY CERTIFY THAT I:

(a) **(HAVE / HAVE NOT)** developed and filed an Affirmative Action Program pursuant to 41C.F.R. §60-2 and/or 60-4;

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

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

OR

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

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

Executed on _____, 20 ____ .

Signed: _____
(Officer/PROPOSER)

Title: _____

Company: _____

Address: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by PROPOSERS only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Primary Members, or proposed Contractors and Consultants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

13. BID BOND FORM

Note: This Bid Bond form is the only means of bid security that will be accepted by the S. C. Department of Transportation.

South Carolina Department of Transportation	Date Bond Executed
BID BOND	
Principal	
Surety	
Amount of Bond 5% OF Total Cost to Complete as shown on the Cost Proposal Bid form	Date of Bid
Project	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL, hereinafter "PROPOSER" and SURETY above named are held and firmly bound unto the South Carolina Department of Transportation, hereinafter called the Department, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the PROPOSER will fully and promptly execute a contract and cause to be executed bonds acceptable to the Department, all as set forth in Request for Proposal (RFP) and PROPOSER's Response to RFP, should the same be accepted, and that not longer than twenty (20) days after the receipt by the PROPOSER of contract forms from the Department, he will execute a contract on the basis of the terms and conditions set forth in the RFP and PROPOSER'S Response to RFP together with and accompanied by a Performance and Indemnity bond satisfactory to the Department, in the total amount of said contract, and a Payment bond in the amount of 100% of the contract, and that failure to perform shall be just and adequate cause for the annulment of the awards; and it is fully understood that in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Department, not as penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Indemnity and Payment bonds, as set forth in the proposal, be executed, bonds being satisfactory to the Department, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above-burden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: Witness (2 Required)	INDIVIDUAL OR PARTNERSHIP PROPOSER
1. _____	_____ (Seal)
2. _____	_____ (Seal)
Attest	Corporate Principal
Secretary Witness (2 Required)	Business Address
1. _____	By _____ Affix Corporate Seal
2. _____	Title _____
Witness (2 Required)	Corporate Surety
1. _____	_____ Business Address
2. _____	By _____ Affix Corporate Seal
	Title _____

Note: All signatures and other information must be furnished.

AGREEMENT

**AGREEMENT
FOR THE DESIGN & CONSTRUCTION
of**

Emergency Bridge Package 2018-2B

Chesterfield County, South Carolina

A DESIGN-BUILD PROJECT

**BETWEEN
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND**

_____ day of _____, 2019

Project ID P038245, P038246, P038247, P038267

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5. Special Provisions and Contract Requirements

WHEREAS, the South Carolina Department of Transportation, as an agency of the State of South Carolina, wishes to quickly replace the S-243 (Buchanan Bridge Road) over Adams Creek, the S-138 (Bo Melton Loop) over Little Black Creek, the S-757 (Davis Rivers Road) over Adams Creek, and S-34 (Wamble Hill Road), all of which were damaged as a result of flooding and erosion from heavy rains caused by Hurricane Florence in September 2018 (hereinafter referred to as “the Project”); and

WHEREAS, the South Carolina Department of Transportation, as a servant of the people of the State of South Carolina, wishes to see this strategic project completed; and

WHEREAS, limitations imposed by traditional methods of designing, and constructing highways would mean that the Project could be completed only after an unacceptable delay; and

WHEREAS, the South Carolina Department of Transportation, working with the Federal Highway Administration (FHWA), has devised an innovative plan to allow the commencement and completion of the Project in a timely and cost-effective manner; and

WHEREAS, on September 8, 2018, by Executive Order 2018-26, Governor McMaster declared an emergency in the State of South Carolina and effective September 16, 2018, a Presidential Declaration of a Major Disaster for the State of South Carolina, was issued under FEMA Docket No. 4394-DR, which activate federal funding assistance under 23 U.S.C.A. § 125; and

WHEREAS, pursuant to Section 57-5-1625 and 57-5-1620 (emergency provision), SC Code of Laws, the South Carolina Department of Transportation desires to award a highway construction contract using a Design-Build procurement method; and

WHEREAS, after a competitive process, CONTRACTOR has been selected to participate in this venture by designing and building the Project; and

WHEREAS, the South Carolina Department of Transportation wishes to avail itself of and rely on CONTRACTOR’s expertise and proven track record in designing and constructing such projects, on time and within budget; and

WHEREAS, CONTRACTOR wishes to provide that expertise and to participate in this venture for the good of the people of the State of South Carolina;

NOW THEREFORE, this Agreement is executed and made, effective as of the Effective Date as defined herein, between the SOUTH CAROLINA DEPARTMENT OF

TRANSPORTATION (“SCDOT”) and _____ (“CONTRACTOR”). In consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contract shall be composed of this Agreement and all exhibits, SCDOT’s Request for Proposals and all attachments, Request for Qualifications and all attachments, CONTRACTOR’s Proposal and all attachments, and CONTRACTOR’S Qualifications and all attachments. In case of conflict, the order of precedence of the Contract documents shall be: (1) this Agreement; (2) Agreement Exhibits; (3) SCDOT Request for Proposals (RFP) document and Attachment B; (4) CONTRACTOR’s Proposal and attachments; and (5) SCDOT Request for Qualifications (RFQ) and CONTRACTOR’s Statement of Qualifications (SOQ). In the event of a conflict between the Project Design Criteria and Special Provisions identified in the Agreement Exhibits, the order of precedence shall be (1) the Project Design Criteria and (2) Special Provisions. The Project Information Package is provided for information only and is not a contract document. SCDOT makes not representations or warranties regarding the accuracy of the information contained therein.

II. PROJECT SCOPE

A. Scope of Work

CONTRACTOR shall furnish all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all design, preliminary engineering, surveying, geotechnical services, scheduling, permitting, right of way services, procurement, construction, utility coordination, demolition, material disposal and any other services necessary to perform the Project as defined in the Project Scope of Work made a part hereof as **EXHIBIT 3** and Project Design Criteria made a part hereof as **EXHIBIT 4**.

B. Design and Construction Responsibilities

1. CONTRACTOR, consistent with applicable state licensing laws, shall provide, through qualified South Carolina licensed design professionals employed by CONTRACTOR or procured from qualified, independent South Carolina licensed design consultants, the necessary design work and quality control, including, but not limited to, surveys, right of way services, roadway design, maintenance of traffic, geotechnical exploration and design, hydraulic analyses, storm water management, erosion control, superstructure design, and foundation and substructure design including seismic analyses for the preparation of the required drawings, specifications and other design submittals to permit CONTRACTOR to complete the work in accordance with the Contract.
2. CONTRACTOR shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, material, equipment, machinery, temporary

utilities and other temporary facilities to permit performance of all demolition, earthwork, drainage, foundation work, maintenance of traffic, roadway work, structural work, excavation, erosion and sediment control work, field layout work, construction management and inspection, utility coordination and relocation, railroad coordination, CONTRACTOR quality control, maintenance, and all other work necessary to complete construction of the Project in accordance with the Contract. CONTRACTOR shall perform all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract. CONTRACTOR at all times shall exercise control over the means, methods, sequences and techniques of construction. CONTRACTOR's operations and construction methods shall comply with all applicable federal, state and local regulations with regard to worker safety, protection and health and protection of the environment and applicable permit requirements.

3. CONTRACTOR shall design and construct the project in accordance with the approved environmental document. Where new right of way is required to construct the Project, the CONTRACTOR shall design and construct the Project so as to minimize the additional rights of way needed while adhering to the design criteria herein. The acquisition of rights of way, including both cost and services to acquire, shall be the responsibility of the CONTRACTOR and shall be done in accordance with Article VIII of this Agreement. CONTRACTOR shall furnish the SCDOT a copy of any agreements for the use of additional properties not acquired as right of way that are used in conjunction with the construction of this Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. The CONTRACTOR shall sign the Contractor Certification Form and this agreement will be made part of the contract.
4. It shall be the responsibility of CONTRACTOR to determine and comply with all applicable federal, state, and local laws in connection with the services set forth in this Contract. This obligation shall include, but not be limited to, procurement of all permits and licenses not obtained by SCDOT provided, however, that with respect to any permit or licenses that must be obtained in the name of SCDOT, CONTRACTOR shall perform all functions within its power to obtain the permit, including mitigation, and SCDOT will fully cooperate in this effort and perform any functions that must be performed by SCDOT. CONTRACTOR shall be responsible for payment of all charges, fees, and taxes, and for providing all notices necessary and incident to the performance of the Project as of the Effective Date of this Agreement. The Contract Price shall include fees related to the above obligations and if any fees are waived by the regulatory or governmental entity, then the amount of the fee waived shall be deducted from the Contract Price.

C. Design Criteria

It shall be the responsibility of CONTRACTOR to design all aspects of the Project in accordance with the contract documents. For the Project, CONTRACTOR shall provide a completed set of construction plans signed and sealed by a licensed professional engineer in South Carolina. CONTRACTOR shall be fully responsible for the accuracy of the design and compliance with specifications, standards and Project Criteria.

D. Design Review

1. Prior to the Preconstruction Meeting, CONTRACTOR shall provide a Draft Design Review Submittal Schedule to SCDOT. The Design Review Submittal Schedule shall include a Gantt chart of the submittal packages and will serve as the basis for reviewing the design and construction plans. The Design Review Submittal Schedule shall be updated and included with each submittal package. CONTRACTOR, CONTRACTOR'S design consultant, subcontractors, suppliers and SCDOT shall discuss the schedule and procedures for submitting design plans at the Preconstruction Meeting. CONTRACTOR, CONTRACTOR'S design consultant, subcontractors and suppliers shall not provide any design deliverables until the Design Review Submittal Schedule is approved by SCDOT.
2. A Design QC Plan shall be submitted for review and approval prior to any design or plan production. The plan shall clearly detail the processes and steps utilized by the designer and contractor to consistently produce quality designs and plans. The Design QC Plan shall be the first submittal listed in the Design Review Submittal Schedule.
3. All submittal packages shall be uploaded electronically to ProjectWise and an email shall be sent to SCDOT that verifies the contents of the upload. A complete submittal package shall be limited to one phase (ex. Preliminary/ROW/Final/Release For Construction (RFC)) of one segment or structure and include all design deliverables specified in Exhibit 4z. Prior to beginning any construction activities, permanent or temporary, the Traffic Management Plan and Conceptual Work Zone Traffic Control plans for the entire project shall be submitted by the CONTRACTOR and approved by SCDOT.
4. If approved by SCDOT, one Maintenance of Traffic submittal package, including but not limited to, an NPDES permit application and related plans, may be allowed to provide the opportunity to begin construction of non-permanent work items, such as clearing and grubbing, shoulder strengthening, minor demolition not adversely impacting traffic or operations, etc.
5. CONTRACTOR shall provide submittal packages as defined in Exhibit 4z. Prior to commencement of permanent construction activities, SCDOT will have the right, but not the obligation, to review and comment upon all submittal packages. SCDOT reserves the right to provide comments on the design or plans at any time when an issue is identified that is not compliant with the Project Design Criteria, the RFP or is an error or omission.

6. All documents of a submittal package must be uploaded to ProjectWise by 11:59PM for the review period to begin the next business day. No more than one new submittal package shall be uploaded to ProjectWise within a five business day period. SCDOT reserves the right to utilize Bluebeam Studio to facilitate design reviews between SCDOT and the CONTRACTOR. The initial review period for each submittal package shall be 10 business days. SCDOT review comments will be sent to the CONTRACTOR, who shall respond within five business days and prior to subsequent phase submittals. SCDOT will then status CONTRACTOR'S responses and will provide additional comments, if warranted, within five business days. If any open comments remain after the initial 10 day review and subsequent 5 day review and comment periods, there will be no time constraint for the CONTRACTOR to respond. For all subsequent rounds of CONTRACTOR responses, SCDOT will status CONTRACTOR'S responses and will provide additional comments, if warranted, within five business days. Review comments for Preliminary, ROW, and Final phases of each segment or structure shall be closed before the associated RFC plans are authorized to be submitted and prior to commencement of construction, demolition or disposal activities.
7. CONTRACTOR shall revise design deliverables and upload to ProjectWise for verification to allow SCDOT to close review comments. Verification design deliverables are not required for preliminary phase submittal packages. Verification design deliverables are required to close SCDOT comments in order to approve ROW and authorize RFC phase submittal packages. CONTRACTOR shall clearly identify and describe any changes made to a verification design deliverable that are unrelated to SCDOT review comments. A complete verification package shall include revised contents for all design deliverables with open SCDOT review comments and be submitted along with CONTRACTOR responses. After comments are closed and before RFC submittal packages are uploaded to ProjectWise, any changes made to design deliverables may, at the sole discretion of SCDOT, require a new submittal package be provided and require adjustment to the CONTRACTOR's Design Review Submittal Schedule.
8. The review and comment process is fully discretionary; however, no review or comment nor any failure to review or comment shall operate to absolve CONTRACTOR of its responsibility to design and build the Project in accordance with the contract or to shift responsibility to SCDOT.
9. SCDOT reserves the right to reject any submittal package that is deficient or incomplete. SCDOT will provide a written notice, including cause for rejection, for any submittal package that does not demonstrate the work can be completed in accordance with the Contract. Rejected submittal packages must be revised to comply with the Contract. Revised submittal packages will be considered a new submittal package and reviewed as described above. Rejected submittal packages shall not in any way serve to extend the Construction Time.

E. Maintenance of Traffic

The SCDOT work zone mobility requirements found within the documents known as *Rule on Work Zone Safety and Mobility: The Policy for South Carolina Department of Transportation* and *Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines* shall apply to this project. These requirements apply to the CONTRACTOR, all subcontractors, all SCDOT staff and designated representatives acting on behalf of the SCDOT performing duties with responsibilities relative to a work zone, including but not limited to planning, project development, design, construction, and maintenance.

The CONTRACTOR shall design, develop, implement and maintain a set of coordinated strategies to manage the work zone impacts of the project designated as the Transportation Management Plan. These strategies will include a Temporary Traffic Control plan, a Transportation Operations component, and a Public Information component. The Policy and the anticipated work zone impacts of the project shall determine the level of detail, content, and scope of the TMP. The primary component, the Temporary Traffic Control plan shall address traffic control and safety throughout and adjacent to the project site. A secondary component, the Transportation Operations plan, will address management of traffic operations in the project site and all adjacent areas impacted by the project. The final component, the Public Information plan, addresses communications with the public and entities impacted by the project. The CONTRACTOR's Transportation Management Plan and its components shall comply with the requirements of this Agreement and subsequent Exhibits, Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) latest edition, and SCDOT policies, standard specifications and all addendums to the standard specifications, the typical traffic control standard drawings for road construction, and procedures.

F. Ownership of Documents

Drawings, specifications, test data, inspection reports, QC documents, daily diaries and any other documents, including those in electronic form, prepared by CONTRACTOR or CONTRACTOR's consultants are "Project Documents". CONTRACTOR and CONTRACTOR's consultants shall be the owner of the Project Documents. Upon the Effective Date of this Agreement, CONTRACTOR grants SCDOT a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to, promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by CONTRACTOR, CONTRACTOR shall provide copies of all Project Documents to SCDOT in the format designated by SCDOT.

G. Construction Criteria

CONTRACTOR shall construct the Project in accordance with all applicable Federal, State, and local statutes and regulations. All construction shall be performed in accordance with the following criteria, which are incorporated herein by reference and made a part hereof. The construction criteria are intended to be complementary

and to describe and provide for a complete work. Where the following construction criteria conflict, the order of precedence shall be as listed below:

1. **EXHIBIT 4** – Project Design Criteria
2. **EXHIBIT 5** – Special Provisions
3. Final Construction Plans provided by SCDOT
4. SCDOT Standard Drawings, effective as of the most recent Standard Highway Letting prior to the release of the Final RFP ([see Design Build Website - http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx](http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx))
5. SCDOT Supplemental Specifications and Supplemental Technical Specifications, effective as of the release of the Final RFP ([see Design Build Website - http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx](http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx))
6. SCDOT Standard Specifications for Highway Construction, effective as of the release of the Final RFP ([see Design Build Website - http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx](http://www.scdot.org/doing/constructionLetting_DesignBuild.aspx))
7. SCDOT Construction Manual, effective as of the release of the Final RFP
8. SCDOT Approval Sheets, Material Acceptance Policies and New Products Evaluation Summary (available on SCDOT internet website)

H. Project Management

1. CONTRACTOR shall be responsible for ensuring that the Project is constructed in conformance with the Contract, all referenced documents and specifications, and applicable laws and regulations.
2. CONTRACTOR shall provide project management services sufficient to supervise the activities of his own personnel and subcontractors. CONTRACTOR shall provide a sufficient number of persons on site, to the satisfaction of SCDOT, to provide for the construction management of the Project.
3. SCDOT will provide representatives assigned to the Project to monitor the construction and provide necessary coordination between SCDOT and CONTRACTOR. All costs for salary and equipment to maintain SCDOT employees will be provided by SCDOT at no expense to CONTRACTOR. SCDOT and FHWA, if applicable, representatives will have full and complete access to the Project, the work in progress, the “Daily Diaries”, and to other technical documents and project records associated with design, construction, demolition, material disposal, materials, quality control, materials installation, and testing. SCDOT representatives will receive reasonable notice of and have the opportunity to participate in any meetings that may be held concerning the Project

or the relationship between CONTRACTOR and their consultants and subcontractors when such meetings are associated with technical matters, progress, or quality of the Project. As used in this paragraph, “notice” shall require actual written notice to SCDOT’s Agent.

I. Control of the Work

1. CONTRACTOR shall determine the appropriate means, methods and scheduling necessary to complete the work timely and in accordance with all construction requirements. SCDOT and FHWA, if applicable, will have the right to review and inspect the work at any time.
2. If, at any time, SCDOT observes or has actual notice of any fault or defect in CONTRACTOR’s performance of this Agreement, SCDOT will give CONTRACTOR prompt written notice reasonably detailing the nature of the fault or defect. SCDOT is not required to discover or to accept defective or faulty work. SCDOT’s right to have defective or faulty work promptly corrected shall not be waived by any action of SCDOT.
3. SCDOT will have the authority to suspend the work, wholly or in part, for such periods, as SCDOT may deem necessary, due to CONTRACTOR’s failure to meet the requirements of the Contract in the performance of the work.
4. No inspection, acceptance, payment, partial waiver, or any other action on the part of SCDOT will operate as a waiver of any portion of this Agreement or of any power reserved herein or any right to damages or other relief, including any warranty rights, except insofar as expressly waived by SCDOT in writing. SCDOT will not be precluded or estopped by anything contained herein from recovering from CONTRACTOR any overpayment as may be made to CONTRACTOR.

J. Contract Deliverables

CONTRACTOR shall submit deliverables including, but not limited to, the following as set forth in the CONTRACT. All deliverables shall contain proper references to both the Contract ID number and the appropriate Project ID number for that specific location. Deliverables noted below with an asterisk shall be included in the Design Review Submittal Schedule and follow Design Review procedures as outlined in Article II, Section D of the Agreement.

1. Contract Deliverable Matrix
2. All deliverables as specified in **EXHIBIT 4z***
3. CPM Schedule, as specified in **Article IV**
4. Design Review Submittal Schedule including Gantt Chart of Submittals*

5. Schedule of Values, as specified in **EXHIBIT 2**
6. Design QC Plan*
7. Construction QC Plan
8. Clearing and Grubbing Plan
9. CONTRACTOR's Erosion Control Plan
10. SCDHEC Notice of Intent (NOI) for Stormwater Discharges Covered Under SC NPDES Construction General Permit SCR160000) & Storm Water Pollutant Prevention Plan and signed Contractor Certification Form (SCDHEC 0437)
11. Wetland and Stream Mitigation
12. Crane Operator Documents
13. Community and Public Relations Plan, as specified in **Article X** and **EXHIBIT 5**
14. EEO, DBE, and OJT Requirements, as specified in **Article XVIII & EXHIBIT 5**
15. Right-of-Way documents, as specified in **Article VIII**
16. Escrow Proposal Documents
17. CONTRACTOR's Materials Certification
18. Railroad Coordination Documents & Insurance Certificates per **EXHIBIT 6**
19. HAZMAT surveys for structures not already surveyed, SCDHEC Notice of Demolition for RCE Signature
20. Utility Coordination Reports, including Utility Agreements, and Supporting Documentation
21. Right of Way Plats and Monuments (per Preconstruction Advisory Memorandum #8)
22. Shop Plans and Working Drawings
23. As-Built Plans

III. CONTRACT PRICE/CONTRACT PAYMENTS

A. Contract Price

The "Contract Price" shall be \$ _____. In consideration for the Contract Price, CONTRACTOR shall perform all of its responsibilities under the Contract.

The Contract Price shall include all work identified in the Agreement and subsequent Exhibits and as identified in the Cost Proposal Bid Form – **EXHIBIT 1**.

B. Contract Price Adjustments

1. Allowable adjustments

The Contract Price may be adjusted to reflect the direct costs, plus an additional amount not to exceed 10% of the direct costs for the combined total of reasonable overhead* and profit, associated with any of the following:

- a. Amount added or deducted as the result of a “Change” or “Construction Change Directive”.
- b. Differing site condition as defined in Article XIII.
- c. Intentional or bad faith acts or omissions by SCDOT that unreasonably interfere with CONTRACTOR’s performance and cause delay of work on the critical path of the Project.
- d. Changes in legal requirements or regulations that are effective subsequent to the date of submission of CONTRACTOR’s response to the RFP.
- e. Discovery of hazardous materials not previously identified in Exhibit 4 Project Design Criteria and Attachment B as set forth in Article XI
- f. Discovery of archeological or paleontological sites not previously identified as noted in Article X.
- g. Premium right-of-way costs and second appraisals as set forth in Article VIII. Only the actual premium right-of-way and actual second appraisal cost will be reimbursed. No additional amount for overhead, profit, bonds and insurance will be considered for this item.

*Overhead: The operating expense of a business exclusive of direct cost labor and material.

Other than as provided above, the Contract Price shall not be increased for Contract Time extensions or delay damages. Contract Price adjustments shall be documented by Supplemental Agreement signed by both parties and shall be reflected immediately in the Schedule of Values. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

2. Changes

- a. A “Change” shall be any deviation or variation from the Project Scope or the Project Criteria. No Change shall be implemented without the express written

approval of SCDOT. A “Change” may be an “Additive Change” or a “Deductive Change”.

- b. SCDOT may initiate a change by advising CONTRACTOR in writing of the change. As soon thereafter as practicable, CONTRACTOR shall prepare and forward to SCDOT an estimate of cost or savings, and the impact to the schedule resulting from the change. SCDOT will advise CONTRACTOR in writing of its approval or disapproval of the change via “Issue Paper”. If SCDOT approves the change, CONTRACTOR shall perform the Services as changed.

3. Construction Change Directive

A Construction Change Directive is a written order from SCDOT directing a change prior to agreement with CONTRACTOR on adjustment, if any, to the Contract Price or Contract Time. If a price for the work cannot be agreed upon, CONTRACTOR shall perform the work under Force Account Procedures as outlined in Section 109.5 of SCDOT’s Standard Specifications.

4. Direct Costs

For the purpose of a Contract Price Adjustment, “Direct Costs” shall be defined as:

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
- b. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- c. Actual costs of machinery and equipment owned by CONTRACTOR or any affiliated or related entity exclusive of hand tools;
- d. Actual costs paid for rental of machinery and equipment exclusive of hand tools;
- e. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes;
- f. Additional costs of supervision and field office personnel directly attributable to the change or event; and
- g. Costs incurred or fees paid for design work related to the change or event.

C. Contract Payments

1. Schedule of Values

Prior to execution of this Agreement, CONTRACTOR shall provide a Schedule of Values acceptable to SCDOT and work may not start until the Schedule of Values is approved by SCDOT. The Schedule of Values will serve as the basis for cost loading of the CPM Schedule. The CPM schedule shall include sufficient information to provide for monetary and quantitative tracking of the work by SCDOT. Updates to the cost-loaded CPM schedule will serve as the basis for progress payments requested by and made to CONTRACTOR. If the Contract Price is adjusted, CONTRACTOR shall revise its Schedule of Values and the CPM Schedule to reflect the adjustment in the Contract Price. The revised Schedule of Values must be approved by SCDOT prior to the time for the subsequent request for a progress payment otherwise no progress payments will be made. The Schedule of Values shall be incorporated herein as **EXHIBIT 2**. The Schedule of Values should include Lump Sum items that will serve as measurement and payment for any item referred to in this Contract as a “contract unit bid price” item.

2. Mobilization

Mobilization shall not exceed 5% of the Total Contract Cost as shown in the Schedule of Values. Mobilization will be paid in two equal installments. The first will be paid in the progress payment immediately following Notice to Proceed, and the second will be paid at the start of construction.

3. Periodic Progress Payment Applications

No application for payment of the Contract Price shall be submitted until SCDOT gives a notice to proceed. Applications for payment of the Contract Price may be submitted once a month. Each application for payment of the Contract Price shall set forth, in accordance with the Schedule of Values and the cost-loaded CPM schedule, the percentage of all items comprising the work completed since CONTRACTOR’s immediately prior request for payment. The application for payment of the Contract Price may also request payment for equipment and materials not yet incorporated into the Project, provided that (i) SCDOT is satisfied that the equipment and materials are suitably stored at either the Project or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, SCDOT will receive title to the equipment and materials free and clear of all liens and encumbrances.

4. Periodic Progress Payments

SCDOT will review each application for payment. Upon approval by SCDOT of an application for payment, SCDOT will pay CONTRACTOR the undisputed percentage for the Project completed during the period covered by the application for payment. SCDOT will make each payment within twenty-one (21) days of the receipt of the corresponding Application for Payment. In the event of a dispute over the quality of work or percentage of the Project completed, SCDOT’s decision is controlling and final. Payment by SCDOT will not preclude or estop

SCDOT from correcting any measurement, estimate, or certificate regarding the percentage completion of the Project, and future payments may be adjusted accordingly.

5. Prompt Payment of Subcontractors

CONTRACTOR shall comply with the requirements of the SCDOT Prompt Payment Clause Supplemental Specification.

6. Withholding of Payment

SCDOT may withhold all or part of any payment under the Contract for any of the reasons listed below. Any funds withheld will be released upon CONTRACTOR satisfactorily remedying the defect, fault, or failure and will be included in the next regularly schedule pay estimate. Payment will be subject to retainage if applicable.

- a. Defective work not remedied. Any such withholding, however, shall not exceed two times the reasonable cost of remedying the defective work. Defective work shall be defined as work or material not conforming to the requirements of the Contract.
- b. Reasonable evidence that the Work will not be Substantially Complete within the Construction Time as adjusted and that the unpaid balance of the Contract Price will not be adequate to cover Liquidated Damages for the actual unexcused delay;
- c. Failure to comply with the prompt payment provision of this Contract;
- d. Any fines or other charges to SCDOT due to CONTRACTOR's failure to comply with permit requirements or other regulations;
- e. Notice of cancellation of insurance;
- f. Failure to submit updated and approved CPM or Schedule of Values;
- g. Violation of QC plan requirements;
- h. Failure to follow specifications or procedures required by the Contract;
- i. Failure to comply with DBE, On-The-Job training, or Pre-Employment Training provisions;
- j. Failure to provide adequate work zone traffic control;
- k. Failure to provide adequate sediment and erosion control; or,
- l. Violation of any contract provisions.

D. Retainage

Provided the Project is proceeding satisfactorily, SCDOT will not withhold retainage. However, if at any time SCDOT determines that CONTRACTOR fails to meet contract terms or the Project is not proceeding satisfactorily, SCDOT may retain up to 10% of the Contract Price as retainage.

IV. CONTRACT TIME

A. Project Schedule

1. Time for Completion of Project: Time is of the essence. The Project shall be Substantially Complete within 200 calendar days from Notice to Proceed. The Notice to Proceed shall be no later than 45 days from the effective date of the Agreement. Final Completion shall be reached as defined in paragraph 5 below.

Contract Time shall be the number of calendar days from effective date of agreement to Final Completion.

Construction Time is defined as calendar days from Notice to Proceed to Substantial Work Completion on the Project.

2. Substantial Completion: When CONTRACTOR believes that it has reached Substantial Completion, it shall notify SCDOT in writing. Substantial Completion is the point in the Project when the work has been constructed to the typical section in the plans over the entire length of the Project, including tie ins to adjacent projects or existing roads, all travel lanes are open to the public, all safety features are installed and are being properly maintained, no lanes will have to be closed to complete any remaining work, and all work is completed except for "Project Close-out Activities". "Project Close-out Activities" are defined as punch list items, site clean-up, demobilization, and final Project documentation, including but not limited to as-built plans.
3. Critical Path Method Schedule: CONTRACTOR shall prepare and maintain a schedule for the Project using the Critical Path Method of scheduling (hereinafter called "CPM Schedule"). Prepare a Level II CPM Schedule in accordance with this agreement and the SCDOT Supplemental Specifications with the following exceptions:
 - a. Submit to the SCDOT the initial baseline CPM schedule within 30 days from the Effective Date of this Agreement. No contract payment will be made to Contractor and no construction work may begin until a CPM baseline schedule is received and accepted by SCDOT. Update the baseline CPM schedule for monetary and quantitative tracking purposes as RFC plans are developed.

- b. Cost-load the CPM schedule using the expenses identified in the schedule of values. Use the schedule of values to establish Expense Categories and assign to the correct activities.
 - c. Include submittal activities. Allow duration for these activities to include SCDOT review periods.
 - d. Reuse of deleted activity ID's from schedule update to schedule update is not allowed.
 - e. Failure to include any element of work or any activity including but not limited to utility relocation, right of way acquisition, and permitting will not relieve the CONTRACTOR from completing all work within the Construction Time at no additional time or cost to the SCDOT, notwithstanding the acceptance of the schedule by SCDOT.
 - f. Develop project specific calendars reflecting all seasonal restrictions included in this Agreement and non-work days. Address durations for weather within activity duration, not within the calendar.
 - g. Use only a Work Breakdown Structure (WBS) to organize schedule activities. At a minimum, breakout the design and construction phases. These two breakouts should have the same parent within the structure.
 - h. Submit monthly updates no later than 15 days following the most recent estimate period end date, whether or not an estimate was generated. Set the data date the same as the most recent estimate period end date.
 - i. If SCDOT determines any schedule submission is deficient, it will be returned to the CONTRACTOR. A corrected schedule shall be provided within 7 calendar days from the SCDOT's transmittal date.
 - j. The CONTRACTOR may plan for early completion; however, the schedule shall never reflect a completion date earlier than the original Substantial Completion date. SCDOT will not be liable in any way for CONTRACTOR's failure to complete the Project prior to the original Substantial Completion date. Any additional costs, including extended overhead incurred between CONTRACTOR's scheduled early completion date and the original Substantial Completion date, shall be the responsibility of the CONTRACTOR.
 - k. Include in each narrative a detailed listing of crews utilized on activities and their responsibilities. In lieu of this, the Contractor may request to submit a Resource Loaded CPM schedule.
4. Progress Review Meetings:

- a. Review Meetings shall be held between CONTRACTOR and SCDOT at least every 2 weeks. Periodic construction meetings shall be held by CONTRACTOR with its consultants and subcontractors to coordinate the work, update the schedule, provide information and resolve potential conflicts.
 - b. SCDOT and CONTRACTOR will hold a regular CPM Progress Meeting at which all principal parties are expected to attend. These meetings will be held the week before the application for payment is due so that job progress will coincide with the payment application. At this meeting, CONTRACTOR shall provide the most recent schedule with notations showing actual start dates, actual finish dates, and activity progress. If the schedule provided indicates an actual or potential delay to the completion of the Contract, CONTRACTOR shall provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the Project by the Contract Time.
5. Final Completion: Final Completion shall be achieved within 180 calendar days of Substantial Completion as defined in this Agreement. When CONTRACTOR believes that all elements of its work on the Project, including all of the requirements of the Contract, have been completed, it shall notify SCDOT in writing. Within 30 days thereafter, SCDOT will acknowledge project completion or will advise CONTRACTOR in writing of any aspect of the Contract or the Project Scope that is incomplete or unsatisfactory. CONTRACTOR shall complete all corrective action within thirty (30) days after written notification of incomplete or unsatisfactory items. CONTRACTOR will notify SCDOT in writing upon completion of necessary corrective action. SCDOT will verify satisfactory completion of the corrective action in writing to CONTRACTOR. Upon verification, the Project shall be deemed to have achieved Final Completion.
6. Inspection/Acceptance; No Waiver: No inspection, acceptance, payment, partial waiver, or any other action on the part of SCDOT will operate as a waiver of any portion of this Agreement or of any power reserved herein or any right to damages or other relief, including any warranty rights, except insofar as expressly waived by SCDOT in writing. SCDOT will not be precluded or estopped by anything contained herein from recovering from CONTRACTOR any overpayment as may be made to CONTRACTOR.

B. Time Extensions

Time may be extended if there is a delay to the critical path of the Project caused by an event listed below. All requests for time extensions shall be made in writing to SCDOT within 20 days of the event causing the delay. All time extensions must be approved in writing by SCDOT. Time extensions for adverse weather shall not be allowed. Time extensions may be allowed for the following events that affect the critical path:

1. Force Majeure as that term is defined in this Agreement in Article XIV;
2. Changes or construction change directives;
3. Differing site conditions as defined under Article XIII;
4. Injunctions, lawsuits, or other efforts by individuals or groups that hinder, delay, or halt the progress of the Project, provided that such efforts are not premised on alleged wrongs or violations by CONTRACTOR or its subcontractors;
5. Interference with or delay of work on the critical path of the Project by SCDOT; however, CONTRACTOR shall not be entitled to a time extension if SCDOT's actions are necessitated by CONTRACTOR's actions, omissions, failure to perform quality work, or failure to comply with contract requirements;
6. Changes in the legal requirements or regulations which are effective subsequent to the date of this Agreement;
7. Discovery of hazardous materials not previously identified as set forth in Article XI;
8. Discovery of archeological or paleontological remains not previously identified as set forth in Article X; or
9. Adverse utility relocation impacts meeting the requirements set forth in Article VII.
10. Adverse Railroad coordination impacts as set forth in Article VII.
11. Adverse permit acquisition impacts as set forth in Article IX.

C. Owner's Right to Stop Work

SCDOT will have the authority to suspend the work, wholly or in part, for such periods, as SCDOT may deem necessary, due to CONTRACTOR's failure to meet the requirements of the Contract in the performance of the work. Such suspension of the work shall not constitute grounds for claims for damages, time extensions, or extra compensation.

D. Liquidated Damages

CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$Two Thousand Dollars (\$2,000) for each day for which the project is not substantially complete, as defined in Article IV.

CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$Eight Hundred Dollars (\$800) for each day that Final Completion, as defined in Article IV, is not achieved.

The parties acknowledge, recognize and agree that because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by SCDOT as a result of the CONTRACTOR's failure to complete the Project as specified in the Contract. Therefore, any sums payable under this provision are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure. Liquidated damages are SCDOT's sole remedy for delayed completion; however, liquidated damages do not apply to CONTRACTOR's liability for other contractual breaches, duties, or obligations.

V. QUALITY ASSURANCE PROGRAM

A. CONTRACTOR's Responsibilities

CONTRACTOR shall be responsible for the QUALITY CONTROL Portion of the Program to include the items listed below. Work shall not commence until CONTRACTOR has met these requirements.

1. Quality Control Plan: CONTRACTOR shall submit a Quality Control (QC) Plan that outlines how CONTRACTOR shall assure that the materials and work are in compliance with the contract documents. The initial plan shall be submitted to SCDOT for review and approval at least five business days prior to the beginning of any construction activity. The plan shall be updated as necessary prior to the start of any specific construction operation. The plan shall include a list of SCDOT certified personnel responsible for management and quality control of the Project, and define the authority of each individual. The plan shall also include how CONTRACTOR will monitor quality and deal with failing materials. The QC Plan shall include the QC testing and sampling frequencies and shall indicate the frequency at which the QC Manager will provide QC test results to SCDOT. CONTRACTOR shall include a summary of quantities to SCDOT for the purposes of meeting the minimum acceptance and independent assurance sampling and testing requirements for the Project.
2. Personnel: CONTRACTOR shall provide a sufficient number of SCDOT certified personnel to adequately control the work of the Project. Any personnel required to obtain samples or conduct material testing shall be SCDOT certified. CONTRACTOR shall provide SCDOT with copies of each individual's certifications for review and approval by SCDOT. Approved CONTRACTOR QC personnel shall be on the job at all times that permanent work items and materials are being incorporated into the project. CONTRACTOR's QC personnel shall not have any other project responsibilities.
3. CONTRACTOR Testing: Notwithstanding any required sampling and testing stipulated in Article II.G, the CONTRACTOR should establish additional sampling and testing to ensure that all workmanship and materials are in compliance with the contract requirements. Although not used for acceptance, QC

testing and inspection shall ensure that quality has been incorporated into all elements of work prior to requesting acceptance testing and inspection. The QC Program should be sufficient in scope to remedy repeated discoveries of non-compliant work by those performing acceptance inspection and testing. Repeated observations of QC quality shortfalls shall be considered a breakdown of the QC program and shall be cause for investigation and corrective action prior to commencement of work areas affected. Corrective action may include the addition of new QC procedures, revision to existing QC procedures, re-training of QC personnel, removal and replacement of QC personnel, or other such actions which will restore the effectiveness of the QC program. All QC testing shall be performed in accordance with existing AASHTO, ASTM, or test methods used by SCDOT. The cost of these activities will be borne by CONTRACTOR.

4. Testing Laboratories: All testing laboratories used on the Project must be AASHTO certified and approved by SCDOT 30 days prior to beginning the portion of work for which the laboratory will be performing the testing. Hot Mix Asphalt testing laboratories require SCDOT certification.
5. Mix Designs: Copies of all initial hot-mix asphalt mix designs and Portland Cement Concrete mix designs, along with supporting data, shall be submitted to SCDOT for review at least five business days prior to use. All hot-mix asphalt mix designs will be prepared by personnel certified in Mix Design Methods. Portland Cement Concrete mix designs will be prepared by a certified concrete technician or a Professional Engineer. The Portland Cement Concrete mix proportions given in the specifications are to be followed. CONTRACTOR shall design the mix to obtain the strength and water/cement ratios given in the specifications, and shall provide workability, air content, gradation and suitable set times as set forth in the Standard Specifications. The SCDOT will be notified of any revisions to CONTRACTOR's mix design. Copies of such revisions will be sent to SCDOT for review at least 10 business days prior to use.
6. Materials Certifications: CONTRACTOR's QC Manager shall submit all material certifications to SCDOT prior to the CONTRACTOR incorporating the material into the project.

B. SCDOT Responsibilities

SCDOT will be responsible for the QUALITY ACCEPTANCE portion of the program to include: conducting inspections, acceptance testing, independent assurance testing and final project material certification.

1. Acceptance Testing: SCDOT personnel assigned to the Project, or qualified personnel retained by SCDOT, will conduct sampling and testing, separate from CONTRACTOR's testing, at the frequencies set forth in SCDOT's Quality Acceptance Sampling and Testing Guide. This testing will be used by SCDOT to determine the acceptability of the materials. All sampling and testing will be in accordance with existing AASHTO, ASTM, or SC test methods used by SCDOT.

The cost of these activities will be borne by SCDOT. CONTRACTOR's QC Manager is required to coordinate all activities closely with SCDOT to allow the necessary acceptance testing to be conducted prior to proceeding to the next operation. The disposition of failing materials must be approved by SCDOT.

2. Independent Assurance Testing: SCDOT will be responsible for conducting Independent Assurance Testing. Personnel performing these tests will be SCDOT employees or qualified persons retained by SCDOT. Persons performing these tests will not be involved in Acceptance Testing. This testing will be used to ensure that proper sampling and testing procedures are being followed, and that testing equipment is functioning properly. This testing will consist of observing sampling and testing by both SCDOT personnel performing Acceptance Testing and CONTRACTOR personnel performing Quality Control Testing, as well as taking split samples for the purposes of comparison testing. Independent Assurance Testing will be at an approximate frequency of one-tenth of the Acceptance Testing frequency. Independent Assurance test results will not be used for acceptance. The cost of these activities will be borne by SCDOT.
3. Materials Certification: SCDOT will be responsible for preparing the Materials Certification as required by the FHWA on federally funded projects.

C. CONTRACTOR's Obligation

SCDOT's testing in no way relieves CONTRACTOR of its obligation to comply with the Contract requirements. All materials incorporated into the Project must meet or exceed contract requirements and specifications. Further, any testing by SCDOT will not relieve CONTRACTOR of any of its warranty obligations.

VI. INSURANCE AND BONDING

A. Insurance

1. CONTRACTOR shall purchase and maintain insurance using a company or companies that maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to SCDOT. The insurance described below shall be maintained uninterrupted for the duration of the Project, including warranty periods, and shall protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be performed by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
 - a. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR’s employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
 - g. Claims involving contractual liability insurance applicable to the Contractor’s obligations under the indemnity provisions of this contract.
 - h. Claims involving professional liability.
2. The minimum limits of liability for the following types of insurance are required, except where greater limits are required by statute:

- a. Workers’ Compensation, including: Worker’s Compensation Insurance/Employer’s Liability

State Statutory limits	Employer’s Liability
	\$100,000 per accident
	\$500,000 per disease
	\$100,000 each employee

- b. Commercial General Liability \$1,000,000 per occurrence
\$2,000,000 annual aggregate

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 (or substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, contractual liability and personal injury and advertising injury. The policy shall contain the per project endorsement.

- c. Business Automobile Liability \$1,000,000 per occurrence

This policy shall cover Any Auto, including Owned, Hired and Non-owned Automobiles. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.

- d. Umbrella Liability Coverage \$5,000,000 per occurrence

\$5,000,000 annual aggregate

The general aggregate limit shall apply separately to the Project.

- e. Professional Liability Coverage: \$ 1,000,000 per claim
 \$ 2,000,000 annual aggregate

- 3. This policy shall cover all claims arising from the performance of professional services on the Project (Professional Liability also known as Errors and Omissions Insurance). Evidence of such insurance shall be provided to SCDOT at the time of the execution of the Agreement. This policy is written on a claims-made basis and CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of eight (8) years beginning at the time worked under this Contract is completed. CONTRACTOR shall obtain, or require the Lead Designer to obtain, Professional Liability insurance for this Project. Certificates of Insurance acceptable to SCDOT will be provided to SCDOT prior to execution of this Agreement. These certificates shall name SCDOT as an additional insured under the Commercial General Liability (CGL) arising out of both the on-going operations and completed operations of CONTRACTOR. Such additional insured coverage shall be endorsed to Contractor's CGL policy using ISO Additional Insured Endorsement form CG 2010 (10/01) and CG 2037 (10/01) or a substitute providing equivalent coverage, and included under the commercial umbrella. CONTRACTOR shall maintain continual additional insured status for SCDOT under the products-completed operations coverage for eight (8) years after Substantial Completion. CONTRACTOR shall also name SCDOT as additional insured under Business Automobile and Umbrella policies and reference the Project to which the certificate applies. The policies must contain a provision that coverage afforded will not be canceled until at least 30 days prior written notice has been given to SCDOT and that the policies cannot be cancelled for non-payment of premiums until at least 10 days prior written notice has been provided to SCDOT. Send Notice of Cancellations to Director of Construction Room 330, PO Box 191, Columbia, SC 29202. Make certain that the policies are endorsed to reflect this requirement. Verification of additional insured status shall be furnished to SCDOT by including a copy of the endorsements with the Certificate of Insurance. This insurance, including insurance provided under the commercial umbrella shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by, SCDOT. CONTRACTOR'S deductibles shall not exceed \$250,000 without written consent of the SCDOT and that the certificates show the deductible amounts. CONTRACTOR shall provide a notarized letter from a Certified Public Accountant showing that they have the financial ability to cover the amount of the deductible at the time of the execution of the agreement and for every year thereafter until the insurance obligation ends.

4. Limits shown in this provision are minimum acceptable limits and in no way limit available coverage to the additional insured. CONTRACTOR's CGL and commercial umbrella policies shall contain no provision providing that the limits available to an additional insured are less than the limits available to the CONTRACTOR. SCDOT shall be given all the same rights and insurance coverage as CONTRACTOR.
5. There shall be no endorsements or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage or work performed by contractors on behalf of SCDOT.
6. Hazardous Materials: If the CONTRACTOR is required to remove and haul any hazardous waste from the Project, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement (CA 99 48), shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached. Limits of pollution liability shall be not less than \$250,000 per occurrence and \$1,000,000 annual aggregate. Coverage shall apply on an “occurrence form” basis, shall cover at a minimum bodily injury, property damage, defense costs and clean-up costs and be extended to include non-owned disposal sites and transportation coverage. This insurance shall remain in effect after acceptance by Owner for the time period required to satisfy the statute of limitations in South Carolina. However, if coverage is written on a “claims made form”, then the Contractor's Pollution Liability coverage shall include a retroactive date that precedes the commencement of work under this Agreement. Such coverage shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by SCDOT. Pollution Liability policy must include contractual liability coverage.
7. Waiver of Subrogation: CONTRACTOR shall waive its rights against SCDOT, other additional insured parties, and their respective agents, officers, directors and employees for recovery of damages, or any other claims, to the extent these damages are covered by the CGL, business auto, pollution liability, workers compensation and employer's liability or commercial umbrella maintained pursuant to this section of the Agreement.
8. CONTRACTOR is not required to purchase Builder's Risk Insurance; however, CONTRACTOR must bear all risk normally covered by Builder's Risk Insurance. If CONTRACTOR purchases Builder's Risk Insurance, it shall be at its own cost.
9. After Final Completion of the work, CONTRACTOR shall maintain CGL, professional liability, and commercial umbrella coverage to include liability coverage for damage to insured's completed work equivalent to that provided under ISO CG 00 01 for eight years after substantial completion.

10. By execution of the contract, the CONTRACTOR accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of SCDOT to identify a deficiency in the Certificate of Insurance submitted by the CONTRACTOR's insurance agent as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver of the CONTRACTOR's obligation to provide and maintain the required insurance for the duration of the contract. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The CONTRACTOR is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

B. Bonding

1. CONTRACTOR shall at the time of the execution of this Agreement, provide SCDOT the following bonds:
 - a. A Performance and Indemnity Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.
 - b. A Payment Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.

These bonds shall be in accordance with the requirements of S.C. Code Ann. §57-5-1660, (1976 as amended) and S.C. Code Ann. §29-6-250 (2000). Bonds shall be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "A.M. Best Key Rating Guide, Property Liability" and signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

2. CONTRACTOR shall also provide a warranty bond, acceptable to SCDOT, in the amount of \$500,000 to cover the warranty obligations of the contract.

VII. UTILITIES AND RAILROAD COORDINATION

- A. As part of the Project Scope, CONTRACTOR shall have the responsibility of coordinating the Project construction and demolition activities with all utilities that may be affected. CONTRACTOR shall be responsible for the cost of all utility coordination unless defined otherwise herein. If applicable, all temporary relocation costs as well as any other conflict avoidance measures shall be the responsibility of the CONTRACTOR. For those utilities that have prior rights SCDOT will be

responsible for permanent relocation costs as defined by the Federal code. For those utilities where the CONTRACTOR determines that the SCDOT has prior rights, CONTRACTOR may exercise these rights and require the utility company to bear the costs of relocation. If there is a dispute over prior rights, SCDOT shall be responsible for resolving the dispute. SCDOT shall have final determination of the utility's prior rights.

- B. For those utilities requiring relocation, CONTRACTOR shall conform with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way", the applicable State laws, and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONTRACTOR is responsible for all costs associated with relocating utilities owned by SCDOT.
- C. The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. If said utility companies interfere or fail to relocate conflicting utilities in a timely manner, SCDOT may, on an individual basis, consider a time extension for utility company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the utility relocation, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays in utility relocations. CONTRACTOR shall meet with the Department's Utilities Office within 30 days of the Notice to Proceed to gain a full understanding of what is required with each utility submittal.
- D. CONTRACTOR shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. If there is a dispute between the CONTRACTOR and SCDOT as to whether a utility relocation is required, SCDOT shall have the final determination. Additional utility relocations desired by the CONTRACTOR for but not limited to construction staging, access or convenience, shall be the sole responsibility of CONTRACTOR and all associated costs shall be borne by the CONTRACTOR.
- E. CONTRACTOR shall initiate early coordination with all utilities and provide the utility companies with design plans for their use in developing Relocation Sketches as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. If a party other than the utility company prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.
- F. CONTRACTOR shall be responsible for collecting and submitting to SCDOT the following from each utility company that is located within the project limits:
 - 1. **Relocation Sketches** including letter of "no cost" where the company does not have a prior right;
 - 2. **Utility Agreements** including documentation of prior rights, cost estimate and relocation plans where the company has a prior right; and/or

3. **Letters of “no conflict”** where the company’s facilities will not be impacted by the Project. Include location sketches on SCDOT plans confirming and certifying that facilities are not in conflict.
 4. **Encroachment Permits** for all relocations regardless of prior rights.
- G. CONTRACTOR shall assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that the Department may approve the submittals with minimal review. CONTRACTOR shall ensure that there are no conflicts with the proposed highway improvements, or between each of the utility company’s relocation plans. CONTRACTOR may not authorize the utility companies to begin their relocation work until authorized in writing by SCDOT. Any early authorization by CONTRACTOR shall be at the CONTRACTOR’s risk.
- H. At the time that CONTRACTOR notifies SCDOT that CONTRACTOR deems the Project to have reached Final Completion, CONTRACTOR shall certify to SCDOT that all utilities have been identified and that those utilities with prior rights or other claims related to relocation or coordination with the Project have been relocated or their claims otherwise satisfied or will be satisfied by CONTRACTOR.
- I. CONTRACTOR shall accurately show the final location of all utilities on the as-built drawings for the Project. SCDOT reserves the right to request CADD files as needed.

If Railroad property is impacted by this project, the following provisions shall apply:

- J. Under the direction of and in coordination with SCDOT, the CONTRACTOR shall be responsible for all coordination with the involved Railroad Companies, including but not limited to, sending plans, meetings, correspondence, phone calls, writing/reviewing agreements, and etc. as may be necessary to secure the applicable executed railroad agreements, needed for the construction of the project, between the SCDOT and all involved Railroad Companies. All correspondence related to railroad agreements or conditions shall include the railroad file number and railroad milepost information. The CONTRACTOR shall be responsible for the cost of railroad coordination as defined herein.
- K. SCDOT will submit for approval, all required railroad agreements necessary for the Preliminary Engineering and Construction of the project. Upon approval, the SCDOT will submit the agreement to the Railroad Company for execution. The CONTRACTOR shall be responsible for assisting SCDOT in the development of the railroad agreement by providing requested information.
- L. The CONTRACTOR shall be responsible for all costs to the Railroad Company or Companies for services provided by the Railroad or the Railroad’s Agent, as detailed in the executed Railroad Agreement between the SCDOT and the Railroad. This includes all expenses such as railroad flagging operations. The CONTRACTOR shall

be responsible for all other costs associated with designing and constructing the project as described in the executed Railroad Agreement between the SCDOT and the Railroad Company. The CONTRACTOR shall include all costs associated with these requirements in the final bid price. Once a contract is executed, SCDOT shall administer invoicing for costs to the Railroad Company or Companies. Monies will be deducted from the CONTRACTOR's progress payments after payments are made to the Railroad Company.

- M. All design and construction activities in, adjacent to, over or under the railroad shall comply with all applicable Federal and State laws and standards, all terms identified in the Special Provisions for Protection of Railway Interests, and all terms of the final agreement executed with the Railroad Company.
- N. The CONTRACTOR shall be required to meet the Railroad's Insurance Requirements as specified in the Special Provisions for Protection of Railway Interests.
- O. The CONTRACTOR shall attend a mandatory meeting with the SCDOT's Utilities Office and Railroad Projects Office within 30 days after the Notice to Proceed. The CONTRACTOR shall use the SCDOT approved agreement language and procedures, that will be provided in this meeting.
- P. CONTRACTOR shall provide project specific information to SCDOT for inclusion into the agreements. The CONTRACTOR shall anticipate and include in the proposed schedule a minimum 90-day approval time-frame for all railroad agreements. If said Railroad Companies interfere or fail to provide information in a timely manner, SCDOT may, on an individual basis, consider a time extension for Railroad Company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the railroad coordination, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays related to railroad coordination.
- Q. CONTRACTOR shall anticipate the need for a separate right-of-entry agreement between the CONTRACTOR and Railroad for surveys, borings, etc. The required PE Agreement, between SCDOT and Railroad, must be executed before Railroad will review or comment on any design questions or submittals from the CONTRACTOR. The Construction Agreement, between SCDOT and Railroad, must be executed before any construction activities can begin at the railroads.
- R. CONTRACTOR is advised that all utility relocations required within railroad right-of-way will require separate agreements between the affected utility company and the Railroad.

VIII. RIGHT OF WAY ACQUISITION

A. General

If necessary for CONTRACTOR's plan, CONTRACTOR shall acquire all new rights of way outside of existing limits for sites S-34, S-243, and S-757. For S-138, the CONTRACTOR shall not acquire any new rights of way and must remain within the existing limits.

B. Right of Way Services

CONTRACTOR, acting as an agent on behalf of the State of South Carolina, shall provide right of way services for the Project unless otherwise directed herein. CONTRACTOR shall use firm(s) from the SCDOT's current "on-call" list for right of way consultants, to provide right of way services. SCDOT's Right of Way office, through its assigned project manager and/or other designee, will retain final authority for approving just compensation, relocation benefits, administrative settlements, and legal settlements.

Right of way services shall include written appraisal, negotiation, acquisition, and relocation assistance services. CONTRACTOR shall be responsible for all costs related to these right of way services. CONTRACTOR will provide expert testimony and SCDOT will provide legal services necessary for any cases that are to be resolved by trial. Experts are defined as engineering and appraisal witnesses. SCDOT will designate a hearing officer to hear any relocation assistance appeals. SCDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim.

All offers of just compensation will be based on a written approved appraisal unless prior approval is given to CONTRACTOR by SCDOT. If SCDOT decides to utilize cost estimate offers, SCDOT will prepare the cost estimates and provide CONTRACTOR with the approved right of way cost estimate. SCDOT may allow offers to be made based on cost estimates on tracts estimated to be \$20,000 or less and determined by SCDOT to be non-complicated. In the event the cost estimate offer is rejected by the property owner, a written appraisal shall be required.

SCDOT will be responsible for reviewing and approving all appraisals and setting just compensation. Appraisals will be reviewed and released within 15 business days of receipt. If appraisal review cannot be completed within 15 business days because of deficiencies within the appraisal, the Rights of Way Consultant will be notified immediately of the appraisal status. SCDOT will provide appraisal reviews complying with the technical review guidelines of SCDOT's Right of Way Appraisal Manual. The review appraiser will be an SCDOT staff appraiser or a review appraiser from SCDOT's approved reviewer list. SCDOT will be responsible for review appraiser costs.

CONTRACTOR shall carry out the responsibilities as follows:

1. Acquire property in accordance with all Federal and State laws, guidelines, and regulations, including but not limited to the Uniform Relocation and Real

Property Acquisition Act of 1970, as amended (the “Uniform Act”), the SCDOT Acquisition Manual, the SCDOT Appraisal Manual, SCDOT Relocation Manual, and the South Carolina Eminent Domain Procedure Act (“The Act”). CONTRACTOR shall not be entitled to an increase in the Contract Price for acquisition of borrow sources.

2. Submit procedures for handling right of way acquisitions and relocations to the SCDOT for approval prior to commencing right of way activities. These procedures are to show CONTRACTOR’S methods, including the appropriate steps and workflow required for appraisal, acquisition, and relocation. These procedures shall also include an appropriate time allowance for SCDOT’s right of way project manager to approve just compensation, relocation benefits, administrative settlements, and legal court settlements.
3. CONTRACTOR shall be granted the authority to negotiate administrative settlements up to a set amount. This maximum administrative settlement amount for this Project shall be set by SCDOT’s Right of Way office and provided in writing to the CONTRACTOR upon review and approval of the right of way procedures. SCDOT’s right of way project manager will issue decisions on approval requests within three business days concerning just compensation, relocation benefits, administrative settlements, and legal settlements. This commitment is based on the procedures providing a reasonable and orderly workflow and the work being provided to SCDOT’s right of way project manager as completed. Regardless of amount, CONTRACTOR shall send all administrative settlements to SCDOT’s right of way project manager for final concurrence and signature.
4. Utilize SCDOT’s right of way project tracking system and provide an electronic status update a minimum of twice per month or upon request by SCDOT’s right of way project manager.
5. As part of the right of way acquisition and relocation procedures, include a right of way quality control plan to the SCDOT for review prior to commencing right of way activities. SCDOT standard forms and documents will be used to the extent possible.
6. Provide a toll free telephone number for landowners and displaced persons to call and an office near the Project which is located within the State of South Carolina for the duration of the right of way acquisition and relocation services for this Project.
7. Provide a current title certificate by a licensed South Carolina attorney for each parcel within 90 days of the date of closing or the date of filing of the Condemnation Notice.
8. Prior to preparing appraisals, CONTRACTOR shall determine the appraisal scope for each tract in conjunction with SCDOT’s Chief Appraiser or designee.

Appraisals shall be prepared in accordance with SCDOT's Right of Way Appraisal Manual. Appraisals shall be prepared by appraisers from SCDOT's approved list of active fee appraisers.

9. CONTRACTOR shall make direct payments of benefits to property owners for negotiated settlements, relocation benefits and payments to be deposited with the court that have been approved by SCDOT's right of way project manager. CONTRACTOR shall notify SCDOT monthly of all payments made.
10. Prepare and obtain execution of all documents conveying title. Prior to recording, CONTRACTOR shall present these documents to SCDOT's right of way project manager. The SCDOT's right of way project manager will review the documents and provide approval or further comments within five (5) business days. Upon approval, CONTRACTOR shall record documents conveying title to such properties to SCDOT with the Office of the Register of Deeds, and deliver all executed and recorded general warranty deeds to SCDOT. For all properties acquired in conjunction with the Project, title will be acquired in fee simple (except that SCDOT may, in its sole discretion and by written notification from SCDOT's right of way project manager, direct the acquisition of a right of way easement or permission, in lieu of fee simple title) and shall be conveyed to "The South Carolina Department of Transportation" by general warranty deed, free and clear of all liens and encumbrances except permitted encumbrances.
11. Because these acquisitions are being made as agent on behalf of the State of South Carolina, SCDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of a condemnation action is necessary, taking into consideration the recommendations of the CONTRACTOR. When SCDOT authorizes the filing of a condemnation, CONTRACTOR shall prepare a Notice of Condemnation in the name of SCDOT, and submit it to SCDOT for SCDOT to file and serve appropriate condemnation documents and pleadings, and request priority status pursuant to S.C. Code Ann. Section 28-2-310(1976, as amended).
12. SCDOT shall prosecute condemnation proceedings to final judgment pursuant to the requirements of the South Carolina Eminent Domain Procedures Act. The procedure shall be by way of trial as provided by Section 28-2-240 of "The Act". SCDOT shall be responsible for obtaining legal representation and CONTRACTOR will be responsible for providing expert witnesses, necessary for condemnation actions, at its own expense. All settlements of condemnation cases shall be at SCDOT's sole discretion.
13. CONTRACTOR will be responsible for all contacts with landowners for rights of way or construction items and shall provide the following:
 - a. All Notices of Condemnation, issued pursuant to the authority granted, all titles of real estate and all right of way easements, recorded with the Office of

- the Register of Deeds or the Clerk of Court for the county or counties in which properties acquired through condemnation are located;
- b. All drainage permissions, slope permissions, Right of Entry agreements, and releases;
 - c. A right of way agent's worksheet, or similar documentation substantially in the format of SCDOT Form No. 809, for each tract.
14. CONTRACTOR shall provide a right of way certification and SCDOT shall approve and sign that certification prior to CONTRACTOR entering the property. Only in exceptional circumstances will a certification be approved based on a right of entry. Certification may be on a tract-by-tract basis.
15. If after right of entry Certifications have been submitted there remains outstanding remaining tracts that have not been resolved, CONTRACTOR shall exercise care in its operations when working in proximity to adjacent developed properties, properties not yet acquired, and residences or businesses that are to be relocated. CONTRACTOR shall submit a plan to the SCDOT's right of way project manager for approval to:
- a. Establish a clear zone adjacent to properties occupied by persons to be displaced in which construction equipment shall not be operated or parked,
 - b. Establish a clear zone for construction for properties occupied by persons to be displaced to prevent undue impacts or hardships,
 - c. Establish a method of protecting equipment from vandalism or unauthorized use,
 - d. Perform all burning in accordance with applicable laws and ordinances, with specific attention to SCDHEC's Bureau of Air Quality Control criteria which require compliance with the South Carolina Air Pollution Control laws, regulations, and standards as they concern the related work included in the Contract.
 - e. Provide reasonable and safe access to residences or businesses that are to be displaced until such time as the property is vacant, and
 - f. Observe the property rights of landowners of adjacent and/or yet to be acquired properties.
16. CONTRACTOR shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, CONTRACTOR shall take steps consistent with customary industry standards to

investigate. SCDOT shall be notified of the presence of such materials before an offer is made to acquire the property.

17. During the acquisition process and for a period of three years after final payment is made to CONTRACTOR for any phase of the work, all project documents and records not previously delivered to SCDOT, including but not limited to design and engineering costs, construction costs, costs of acquisition of rights of way, and all documents and records necessary to determine compliance with the laws relating to the acquisition of rights of way and the costs of relocation of utilities, shall be maintained and made available to SCDOT for inspection or audit.

C. Acquisition of Right-of-Way

1. The CONTRACTOR is responsible for verification of all information necessary for acquisition of the right of way and is responsible for all costs, excluding premium cost as defined below, associated with the purchase of the right of way.
2. Acquisition of any additional area (not right of way) desired by the CONTRACTOR for, but not limited to, construction staging, access or borrow pits, shall be the sole responsibility of CONTRACTOR, and any title or interest shall be secured in the name of the CONTRACTOR. CONTRACTOR shall provide SCDOT the location and documentation for these additional areas. CONTRACTOR shall furnish SCDOT a copy of any agreements, whether for purchase or lease, for the use of additional properties in conjunction with the construction of the Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. Any necessary permit modifications are the responsibility of the CONTRACTOR. CONTRACTOR is responsible for all costs associated with these additional areas, including premium right-of-way costs. If additional right-of-way is necessary beyond what has been evaluated in the NEPA documentation, CONTRACTOR shall be responsible for any re-evaluation of the approved Environmental Documents.
3. Right of way acquisition costs shall be defined as amounts paid for: (1) direct payments for ownership or other property rights, and (2) direct payments for eligible relocation expenses as provided for under the Uniform Act less premium right of way acquisition costs.
4. Premium right of way acquisition costs shall be the amount a jury award or a settlement that exceeds "Just compensation." "Just compensation" shall be defined as the value SCDOT approves for a parcel after the following procedure: CONTRACTOR shall submit its recommendation for just compensation based on appraisals/appraisal reviews or cost estimates which support the recommendation. If SCDOT's right of way project manager approves CONTRACTOR'S recommendations, that value becomes just compensation. If SCDOT's right of way project manager does not approve the recommendation, CONTRACTOR or SCDOT shall obtain another appraisal using an appraiser from the SCDOT's

approved list and submit this appraisal to SCDOT. SCDOT shall be responsible for the cost of the second appraisal. SCDOT shall assign a value to the parcel which shall be deemed just compensation supported by the appraisals for the parcel.

5. CONTRACTOR shall be responsible for right of way service costs and right of way acquisition costs.
6. SCDOT shall be responsible for premium right of way costs except for those additional areas explained above.
7. Upon final completion of the project, if any right of way condemnation actions are still pending, CONTRACTOR shall be responsible for adequate security to cover its contractual obligation relating to right of way acquisition.

IX. PERMITS

- A. Responsibilities regarding acquisition of USACE Section 404 permit are outlined in **Exhibit 4g**.
- B. The CONTRACTOR shall comply with all local, state, and federal permitting requirements. Regarding any permit or license that must be obtained in the name of SCDOT, the CONTRACTOR shall perform all functions within its power to obtain the permit or license, and SCDOT shall fully cooperate in this effort and perform any functions that must be performed by SCDOT. The CONTRACTOR shall submit permit applications to SCDOT. SCDOT will submit the permit application to the appropriate permitting agency indicating that CONTRACTOR is acting as an agent for SCDOT. If said regulatory agencies fail to issue permits in a timely manner, SCDOT may, on an individual basis, consider a time extension for permit approval delays when CONTRACTOR can demonstrate that the application was submitted in a timely manner, all reasonable efforts have been made to expedite the permit approval, and that the delay has a direct impact on the Critical Path. CONTRACTOR shall not be entitled to additional compensation for delays in permit approval.

X. ENVIRONMENTAL COMPLIANCE

A. Compliance with Environmental Commitments

CONTRACTOR shall comply with all Environmental commitments and requirements including, but not limited to, the following:

1. Compliance with the provisions of all environmental permits applicable to the Project. A copy of the environmental document is included in **Attachment B**. Environmental Commitments are included in **Exhibit 4**.
2. Compliance with those stipulations and conditions under which SCDOT received approval of the Environmental Document(s) and any modifications resulting from a re-evaluation of the Document(s). If the CONTRACTOR elects to construct the

Project in a manner that is not consistent with the assumptions in the SCDOT prepared environmental documents, the CONTRACTOR will be responsible for revising the environmental documents and provide any additional studies that may be required. All revisions will require SCDOT and FHWA, if applicable, approval prior to any right of way acquisition or construction activity;

3. Compliance with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of carrying out this Agreement;
4. Carrying out all necessary social, economic, and environmental studies required by regulatory authorities in the course of construction;
5. Cost, preparation, revision, acquisition, compliance, and adherence to conditions of any permits required by federal, state, or local laws or regulations; The CONTRACTOR is responsible for any mitigation required by permits. Compensatory mitigation may be available through an approved mitigation bank or Permittee Responsible Mitigation (PRM) as define in EPA's 2008 Mitigation Rule; and
6. The resolution of any deviations from the contract documents, drawings or other information included in the environmental permits that would violate the intent or spirit of the permits. Any proposed changes within the permitted areas would need to be coordinated with SCDOT's Environmental Services Office.

B. Preconstruction / Partnering Conference(s)

CONTRACTOR shall conduct one (or more, if appropriate) pre-construction / partnering conference(s) prior to any construction activity to discuss environmental and permitting issues, which conference shall include all subcontractors, and, to the extent feasible, representatives from the U.S. Army Corps of Engineers, the S.C. Department of Health and Environmental Control Water Quality Division, the FHWA, CONTRACTOR, and SCDOT.

C. Protection of Archeological and Paleontological Remains and Materials

1. When archeological or paleontological remains are uncovered, CONTRACTOR shall immediately halt operations in the area of the discovery and notify SCDOT.
2. Archeological remains consist of any materials made or altered by man which remains from past historic or prehistoric times (i.e. older than 50 years) Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or not recent (i.e. older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.
3. SCDOT will have the authority to suspend the work for the purpose of preserving, documenting, and recovering the remains and materials of archeological and

paleontological importance for the State. CONTRACTOR shall carry out all instructions of SCDOT for the protection of archeological or paleontological remains, including steps to protect the site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff.

4. CONTRACTOR's Contract Time and or Contract Price shall be adjusted to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of archeological or paleontological remains.

D. Community and Public Relations Plan

The CONTRACTOR shall provide to SCDOT for review and written approval a Community Relations Plan as part of the Project in accordance with Exhibit 5. The Community Relations Plan shall describe how the CONTRACTOR will actively promote good relationships with local elected officials, the news media, and the community at large. All costs associated with community relations will be included in the Total Project Cost. SCDOT will expect the CONTRACTOR to maintain positive communications with the local community (including public meetings as necessary), the adjacent property owners, and local businesses. The Community Relations Plan shall be submitted within 45 calendar days after NTP.

XI. HAZARDOUS MATERIALS

- A. The CONTRACTOR is referred, in addition to this Article, to Exhibit 4, Project Design Criteria and Attachment B for information and requirements regarding Hazardous Materials inspections and other environmental documentation regarding Hazardous Materials. The CONTRACTOR shall be responsible for handling, storage, remediation, and disposal of any materials, wastes, substances and chemicals deemed to be a solid waste or hazardous waste under applicable state or federal law, (hereinafter "Hazardous Materials") encountered at the Site which were identified in the Hazardous Materials inspections or other environmental documentation regarding Hazardous Materials provided in Exhibit 4, Project Design Criteria and Attachment B and the cost of these activities shall be included in the Contract Price.
- B. If the CONTRACTOR's plan includes demolition, removal, or disposal of existing structures not previously inspected by SCDOT, the Contractor is required to perform lead-based paint and asbestos inspections on the existing structures prior to performing those activities. The cost of the lead-based paint and asbestos inspections shall be included in the Contract Price. Removal of lead-based paint and asbestos and lead-based paint and asbestos containing materials identified by inspections shall be by a qualified independent firm retained by the Department or by negotiating a construction change directive with the CONTRACTOR as outlined in the procedures in Article XI.F.
- C. If the CONTRACTOR's plan includes demolition, removal, or disposal of existing structures previously surveyed by SCDOT, but the asbestos inspection reports have

expired, the CONTRACTOR is required to perform new asbestos inspections on the existing structures prior to performing those activities. The cost of the asbestos inspections shall be included in the Contract Price. The cost of removal, handling, storage, remediation, and disposal of asbestos containing materials identified in the expired inspection reports shall be included in the Contract Price.

- D.** A copy of the lead-based paint and asbestos inspection reports and the notification of demolition or renovation forms must be submitted to SCDHEC at least ten (10) working days prior to demolition of an existing structure. Prior to submitting the reports and forms to SCDHEC, the CONTRACTOR shall obtain the RCE's signature. The CONTRACTOR is responsible for obtaining all required permits to proceed with the work.
- E.** The CONTRACTOR is responsible for all necessary containment, removal, transportation, and disposal of the subsurface and surface Hazardous Materials identified in inspections or other environmental documentation provided in Attachment B in compliance with all applicable Federal (EPA, OSHA & DOT) and State (SCDHEC & SCDOT) and local (County and Municipality) requirements for Hazardous Materials and worker health and safety. The CONTRACTOR is responsible for obtaining all required permits to proceed with the work.
- F. Unexpected Hazardous Materials** – Upon encountering any unexpected Hazardous Materials, the CONTRACTOR shall follow the procedures as described below:
1. CONTRACTOR shall stop Work immediately in the affected area and duly notify SCDOT and, if required by state or federal law, all government or quasi-government entities with jurisdiction over the Project or site.
 2. Upon receiving notice of the presence of Hazardous Materials, SCDOT will take necessary measures required to verify that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include SCDOT either (i) retaining qualified independent firm or (ii) negotiating a construction change directive with CONTRACTOR.
 3. CONTRACTOR shall resume Work at the affected area of the Project only after written notice from SCDOT that the (i) Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project.
 4. CONTRACTOR's Contract Price and/or Contract Time shall be adjusted to the extent CONTRACTOR's cost and/or time of performance has been adversely impacted by the presence of Hazardous Materials.
 5. If a construction change directive is negotiated, the CONTRACTOR shall comply with Article XI.E.

- G.** For purposes of this Project, the Hazardous Material Generator shall be listed as “SCDOT” of any and all Hazardous Materials and/or hazardous wastes associated with work on the Project, with the exception that CONTRACTOR shall be the generator for all Hazardous Materials it, its consultants, subconsultants, subcontractors or suppliers, brings on to the Project or that is brought to the Project by them and subsequently is caused to be released on the Project by the CONTRACTOR, CONTRACTOR’s design consultants, subcontractors and suppliers. The foregoing shall not preclude or limit any rights or remedies that SCDOT may have against third parties and/or prior owners, lessees, licensees and occupants of the Project’s right of way.
- H.** SCDOT is not responsible for Hazardous Materials actually brought to the Project by CONTRACTOR, CONTRACTOR’s design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable. SCDOT is not responsible for negligent or willful acts by CONTRACTOR, CONTRACTOR’s design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable relating to Hazardous Materials found at the site. CONTRACTOR shall indemnify, defend and hold harmless SCDOT and SCDOT's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses arising out of or resulting solely from those Hazardous Materials actually brought to the Project or negligent or willful acts relating to Hazardous Materials, or both by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable.

XII. DEMOLITION, REMOVAL & DISPOSAL OF STRUCTURES

CONTRACTOR shall be responsible for the demolition, removal and disposal of all structures and their appurtenances within SCDOT Right of Way, to include those portions which may extend outside the right of way, but were purchased as a part of the acquisition process. Structures shall include the bridges identified in the scope of work and all buildings acquired for the Project. All necessary permitting shall comply with Articles II.B.4 and IX of the Contract. Handling and disposal of Hazardous Materials shall be in accordance with Article XI of the Contract. Before demolition of the structures, the CONTRACTOR shall complete and submit a Notification of Demolition and Renovation form to the South Carolina Department of Health and Environmental Control.

XIII. DIFFERING SITE CONDITIONS

- A.** “Differing Site Conditions” are defined as concealed or latent physical conditions at the Site that (i) materially differ from the conditions reasonably assumed to exist based on the information identified in the RFP, this Agreement and its Exhibits (Type 1); or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the work (Type 2). For this Project, Type 1 is the responsibility of the CONTRACTOR and no additional time or cost will be allowed

- B. Upon encountering a Type 2 Differing Site Condition, CONTRACTOR shall provide prompt written notice to SCDOT of such condition, which notice shall not be later than 20 days after such condition has been encountered. CONTRACTOR shall provide such notice before the Type 2 Differing Site Condition has been substantially disturbed or altered and before any work is performed.
- C. Upon written notification, SCDOT will investigate the conditions and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for performance of the work, the Contract will be adjusted. No contract adjustment that results in a benefit to CONTRACTOR will be allowed unless CONTRACTOR has provided the required written notice.
- D. CONTRACTOR is responsible for reviewing all available information, visiting the Project site, and making any additional subsurface explorations or soil tests that the CONTRACTOR may deem necessary.

XIV. FORCE MAJEURE

Delays or failures of performance shall not constitute breach of the Agreement if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of SCDOT or CONTRACTOR, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority other than SCDOT or a party in privity with it; a change in law directly and substantially affecting performance of the Project; Acts of War; rebellion or sabotage or damages resulting there from; fires, floods, explosions, or extraordinary accidents; riots or strikes or other concerted acts of workman, whether direct or indirect, or any similar causes, which are not within the control of SCDOT or CONTRACTOR respectively, and which by the exercise of reasonable diligence, SCDOT or CONTRACTOR are unable to prevent. Any expense attributable to such occurrence shall not entitle CONTRACTOR to an adjustment in the Contract Price. Any critical path delay attributable to such an occurrence shall be added to the Contract Time.

XV. WARRANTY

- A. CONTRACTOR warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. CONTRACTOR warrants that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by SCDOT and that the construction shall conform to the Contract requirements. CONTRACTOR agrees to promptly correct, at its own expense, defects or deficiencies in materials and workmanship that appear prior to and during a period of three years after Final Completion of the Project. This shall include all plant-produced materials (i.e. asphalt, concrete, etc.). CONTRACTOR shall not be responsible for damages caused by SCDOT's failure to provide timely notification of potentially damaged or defective work of which SCDOT had actual knowledge. CONTRACTOR shall properly perform, at the

written request of SCDOT made at any time within the warranty period after Final Completion of the Project as defined in Article IV.A.5, all steps necessary to satisfy the foregoing warranty and correct any element of the Project or the services that is defective or does not reflect such standards of care and diligence. The cost of such corrective services shall be CONTRACTOR's responsibility.

- B. CONTRACTOR further warrants the performance of all bridge components on all structures for three years from Final Completion of the Project. If a component fails to perform properly for any reason, including but not limited to normal wear and tear, the CONTRACTOR shall replace the failed component at no cost to SCDOT.
- C. The warranty periods begin at Final Completion of the Project. CONTRACTOR shall immediately abate any warranty deficiency that poses an unsafe condition to the public; otherwise deficiencies shall be corrected no later than 30 days from the determination of corrective action. In the event CONTRACTOR, after notice, fails to immediately abate the deficiency or fails to make correction within the prescribed 30 days, SCDOT may have the deficiency corrected. All costs associated with such correction by SCDOT shall be the responsibility of the CONTRACTOR and his Surety. With respect to any component that is repaired or replaced pursuant to this warranty, the warranty period of that component shall be the longer of one year from repair or replacement of the component or the remainder of the original warranty period.
- D. CONTRACTOR shall take all steps necessary to transfer to SCDOT any manufacturer's or other third-party's warranties of any materials or other services used in the construction of the Project.
- E. These warranties are in addition to all warranties implied by law.

XVI. INDEMNITY

- A. CONTRACTOR shall indemnify, defend and hold SCDOT harmless from any and all claims, liabilities and causes of action for any fines or penalties imposed on SCDOT by any state or federal agency because of violation by CONTRACTOR or any of its subcontractors of any state or federal law or regulation.
- B. CONTRACTOR shall indemnify, defend and hold SCDOT harmless from any and all claims, liabilities and causes of action arising out of or resulting from, in whole or in part, the performance of the Work, negligence or recklessness of CONTRACTOR or its agents, consultants and/or subcontractors.

XVII. TERMINATION AND CANCELLATION

A. Termination for Default

- 1. CONTRACTOR shall be in default of the Contract if it:

- a. Fails to supply a sufficient number of properly skilled workmen, tools, materials and equipment to assure the prompt completion of the work;
 - b. Fails to perform work in accordance with contract requirements and/or refuses to remove or replace rejected materials or unacceptable work;
 - c. Discontinues the prosecution of the work;
 - d. Fails to resume work that has been discontinued within a reasonable time after notice to do so;
 - e. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
 - f. Allows any final judgment to remain unsatisfied for a period of 15 days;
 - g. Makes an assignment for the benefit of creditors;
 - h. Fails to maintain the Project schedule;
 - i. Commits a substantial breach of the Contract;
 - j. Provides false or misleading information in the procurement process; or
 - k. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
2. If CONTRACTOR does not commence work to cure the default within 15 days after receipt of written notice from SCDOT and thereafter diligently prosecute work to completion within a reasonable time as determined by SCDOT, then SCDOT will have full power and authority to terminate CONTRACTOR for default and shall provide written notification of the termination to CONTRACTOR and Surety.
 3. Upon termination for default, Surety will have the right to complete the contract and shall be given 30 days, or longer in SCDOT's discretion, in which to resume the work. This procedure shall not in any way serve to extend the Contract Time. All charges incident to negotiation with the Surety and arranging for work to be resumed, including attorney's fees, shall be charged against CONTRACTOR or Surety as part of the cost of the work.
 4. If Surety refuses to complete the work or fails to take over the work promptly as provided by this Agreement, then SCDOT may appropriate or use any or all materials and equipment on the job site as may be suitable and acceptable and may enter into an agreement for the completion of the Contract. All costs and charges incurred by SCDOT together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due CONTRACTOR. If such expense exceeds the sum which would have been

payable under the Contract, CONTRACTOR and Surety shall be liable and shall pay to SCDOT the amount of such excess.

5. Upon termination for default, all Project Documents, as defined in Article II.F, shall be surrendered forthwith by CONTRACTOR to SCDOT. SCDOT will be authorized to use the Project documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Project documents for these purposes.
6. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

B. Termination for Convenience

1. SCDOT reserves the right to cancel the Work upon 10 days written notice to CONTRACTOR. Should the Work be so canceled by SCDOT for convenience, CONTRACTOR shall be paid for the value of the Work, based upon the Schedule of Values, performed to the date of cancellation and demobilization together with any cancellation charges by vendors and subcontractors. CONTRACTOR shall also be entitled to the cost of securing the work, provided such cost is approved by SCDOT. In no event, shall CONTRACTOR recover any amount for work not performed. The total payment to CONTRACTOR pursuant to such a cancellation shall not exceed the Contract Price.
2. Termination of all or a portion of the Contract shall not relieve CONTRACTOR of any responsibility it would otherwise have for the work completed, or for any claims arising from that work.
3. Upon such termination, all Project Documents, as defined in Article II.F, shall be surrendered forthwith by CONTRACTOR to SCDOT. SCDOT will be authorized to use the Project documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Project documents for these purposes.

XVIII. DISADVANTAGED BUSINESS ENTERPRISES

The DBE goal on this Project is six (6%) percent. Whether or not there is a DBE contract goal on the contract, the Proposer is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. The selected CONTRACTOR is required to report all DBE participation through the DBE Quarterly Reports required by Part B of the SCDOT DBE Supplemental Specifications.

XIX. ON-THE-JOB TRAINING REQUIREMENTS

Not required.

XX. RECORD RETENTION

- A. CONTRACTOR shall maintain the following documents for a period of three years or a period equal to the warranty period, whichever is longer, after Final Completion of the Project:
1. All CONTRACTOR samples and test reports;
 2. Daily Diaries and any other documents required to be retained in accordance with the Quality Control Plan.
- B. During the retention period, SCDOT will be granted access to those documents upon reasonable notice. At any time during the retention period, SCDOT will have the option of taking custody of the documents. CONTRACTOR shall obtain a written release from SCDOT prior to destroying the records after the retention period.

XXI. AS-BUILTS

- A. In addition to those documents set forth elsewhere in this Agreement, CONTRACTOR shall provide to SCDOT prior to Final Completion, complete sets of as-built drawings (See Article XXI.D for details). As-built plans consist of the final version of the design plan CADD drawings that incorporate all changes, including any adjustments, relocations, additions and deletions that occurred during construction. CONTRACTOR shall certify that the as-built plans are a true and correct representation of the work as constructed. If any design changes occur during construction, the plan sheets (or any other “job site record document” with a seal) revised after award of contract shall include a complete accounting and detail of the revisions and design changes. The P.E. responsible for the revisions shall seal each altered plan sheet (or any other “job site record document” with a seal). This documented information is to be part of the As-Built Plan requirements. The CONTRACTOR shall develop as-built plans in accordance with the SCDOT Manual of Instructions for the Preparation of As-Built Plans, edition effective as of the release of the Final RFP.
- B. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include: the initiator of the revision, a brief explanation of the nature of the revision, and acceptance and approval from CONTRACTOR, along with associated dates.
- C. In addition to the revisions that incorporated changes during construction, the as-built plans shall include the following information gathered during construction:
1. The location and elevation of foundations remaining below grade.
 2. The final profile of each bridge constructed. The profile shall include the elevation along the centerline (or as specified by SCDOT) and a line three feet inboard of each gutter line. Points on the profile shall be taken at no greater than 25-foot intervals and shall include the beginning and end of each span.

3. If any structure has pile foundations, information concerning the pile driving operation shall be listed to include pile and driving equipment data, final pile bearing, elevation of pile tip when plan bearing was obtained, final pile tip elevation, penetration into the ground, and PDA or WEAP analysis data. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
 4. If any structure has drilled shaft foundations, information concerning the installation of the shaft shall be listed to include the drilled shaft report. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
 5. The final horizontal location of all existing and relocated utility lines and structures that are within the right-of-way. Include approved Utility Agreements, No Cost/No Conflict Letters, and Encroachment Permits.
 6. The final location and elevations of all pipes, culverts, and drainage structures.
 7. To include all right-of-way revisions, permissions, and an updated right-of-way data sheet to show the date and manner of acquisition of each tract
- D. As-built plans shall be submitted as two full size (36 inch x 22 inch) copies and one (1) copy on compact disc in a format acceptable to SCDOT. The levels and symbology of the as-built CADD drawings shall conform to SCDOT standard levels and symbology used to develop the design drawings for the Project.

XXII. ESCROW PROPOSAL DOCUMENTS

The Contractor shall submit bid documentation used to prepare the technical and cost proposals for this contract to the Department in accordance with the Supplemental Specification entitled Escrow Bid Documentation dated October 1, 2014.

XXIII. DISPUTE RESOLUTION

- A. Each party hereby waives a trial by jury regarding any dispute between them arising out of this Contract and any such trial will be a non-jury trial before the South Carolina Circuit Court in Richland County.
- B. In the event of a dispute between the parties, it shall be a condition precedent to litigation that the parties submit the dispute to the Standing Dispute Review Board pursuant to the Claims Procedure set forth in the Project Supplemental Specifications.
- C. CONTRACTOR consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement, any court action in connection therewith, or for the entry of judgment on any award made, may be served on CONTRACTOR by certified mail (return receipt requested) addressed to CONTRACTOR at the address provided in Article XXVI. Notice by certified mail is deemed duly given upon deposit in the United States mail.

XXIV. SCDOT'S AGENT

SCDOT will appoint an individual who will be authorized to act on behalf of SCDOT, with whom CONTRACTOR may consult at all reasonable times, and whose instructions and decisions will be binding upon SCDOT as to all matters pertaining to this Agreement and the performance of the parties hereunder.

XXV. ASSIGNABILITY

The Contract shall not be assignable by CONTRACTOR without the prior written consent of SCDOT. SCDOT may assign the Contract without the consent of CONTRACTOR.

XXVI. GENERAL PROVISIONS

- A. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of South Carolina.
- B. Headings and titles of the various parts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.
- C. In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this Agreement. For purposes of construction of this Agreement, this Agreement will be considered to have been drafted by both parties and will not be construed against SCDOT because it was drafted by SCDOT.
- D. All notices pertaining to this Agreement shall be in writing and, if to SCDOT, will be sufficient when sent registered or certified mail to SCDOT addressed as follows:

Deputy Secretary for Engineering
South Carolina Department of Transportation
Post Office Box 191
Columbia, South Carolina 29202-0191

All notices to CONTRACTOR shall be sufficient when sent registered or certified mail to CONTRACTOR addressed as follows:

(Insert CONTRACTOR'S address here)

- E. The Contract Documents set forth the full and complete understanding of the parties as of the Effective Date defined herein, and supersedes any and all prior agreements, representations, and understandings of any kind.

- F. The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies within respect to the work shall be exclusively those expressly set forth in this Agreement.
- G. In no event shall any failure by either party hereto to fully enforce any provision to this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.
- H. Nothing in this Agreement is intended to create any contract rights for any party other than SCDOT and CONTRACTOR, nor are any third-party beneficiary rights intended to be created hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date defined herein. The Effective Date is defined as the date signed by the Director of Construction on behalf of South Carolina Department of Transportation.

Witnesses:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

By: _____
Claude Ipock, P.E.
Director of Construction

Date: _____

Recommended:

Jeff Elliott, P.E.
Contract Administration Engineer

Witnesses:

CONTRACTOR

Name of Contractor

By: _____

Its: _____

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the duly authorized representative of CONTRACTOR and that neither I nor the above CONTRACTOR I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, CONTRACTOR certifies CONTRACTOR and all CONTRACTOR’s consultants, sub-consultants, contractors, employees and agents will comply with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting or recovering money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, 8-13-760 and §8-13-725, (g) False Claims Act -§16-13-240. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

I acknowledge that giving false, misleading, or incomplete information on this certification may subject me to prosecution under Section 16-9-10 of the South Carolina Code of Laws.

CONTRACTOR

Name of Contractor

By: _____

Date: _____

Its: _____

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Director of Construction for the South Carolina Department of Transportation (SCDOT) of the State of South Carolina and that the above CONTRACTOR or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: DIRECTOR OF CONSTRUCTION

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned, who is an authorized representative of the CONTRACTOR certifies on behalf of the CONTRACTOR that the PROPOSER will provide a drug-free workplace by:

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

By execution of this Agreement CONTRACTOR certifies CONTRACTOR and all CONTRACTOR’s consultants, sub-consultants, contractors, employees and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

CONTRACTOR: _____
(Signature)

EXHIBIT 1

COST PROPOSAL BID FORM

PROPOSED COST PROPOSAL BID FORM
FOR
EMERGENCY BRIDGE PACKAGE 2018-2B
CHESTERFIELD COUNTY, SOUTH CAROLINA

The *Cost Proposal Bid Form*, as submitted by the selected PROPOSER, will be included with the completed agreement.

EXHIBIT 2

SCHEDULE OF VALUES

SCHEDULE OF VALUES
FOR
EMERGENCY BRIDGE PACKAGE 2018-2B
CHESTERFIELD COUNTY, SOUTH CAROLINA

A Schedule of Values, submitted by the selected PROPOSER and approved by SCDOT, will be included with the completed agreement.

EXHIBIT 3

SCOPE OF WORK

EXHIBIT 3 – SCOPE OF WORK

The South Carolina Department of Transportation (SCDOT) proposes to replace the S-34 (Wamble Hill Road) over Deep Creek bridge (Project ID P038267), the S-138 (Bo Melton Loop) over Little Black Creek bridge (Project ID P038246), the S-243 (Buchanan Bridge Road) over Adams Creek bridge (Project ID P038245), and the S-757 (Davis Rivers Road) over Adams Creek bridge (Project ID P038247), all located in Chesterfield County. This design-build project consists of all work necessary to remove the existing bridges and to construct new bridges, including the associated roadway and drainage work necessary to tie the new approaches to the existing roadway.

The bridge replacements and associated roadway tie-ins shall be constructed on the existing alignment of S-234, S-138, S-757 and S-34 respectively. The work also includes repairing any damaged or deficient roadway embankments within the roadway approach limits of each bridge.

Bridge Number	Route	Crossing	Structure Number	Asset Number
1	S-34	Deep Creek	1370003400100	6638
2	S-138	Little Black Creek	1370013800100	5490
3	S-243	Adams Creek	1370024300200	726
4	S-757	Adams Creek	1370075700100	4980

This scope of work shall include the removal and disposal of all of the existing structures within SCDOT right-of-way. The Contractor shall clear all debris above the existing ground line within the project right-of-way limits. End fill slopes shall be excavated to accommodate the new structures as needed.

All bridge sites qualify for “Supplemental Design Criteria for Low Volume Bridge Replacement Projects” which have been incorporated into Exhibit 4. These criteria shall be used for design of these bridges.

The Contractor shall coordinate with all overhead utility companies if their proposed design or construction requires the relocation of poles or lines either due to a physical conflict with the proposed road and bridges or due to crane safety clearances. The contractor shall provide utility coordination in accordance with the requirements of the Agreement for all project locations.

For a full understanding of the scope of the project and the criteria of the construction items needed for this project, please review Exhibit 4, Exhibit 5, and Attachment B.

EXHIBIT 4

PROJECT DESIGN CRITERIA

EXHIBIT 4 – PROJECT DESIGN CRITERIA

This exhibit details the criteria by which the project shall be designed and constructed. These criteria are divided into subsections as listed below:

Exhibit 4a – Roadway Design Criteria

Exhibit 4b – Structures Design Criteria

Exhibit 4c – Pavement Design Criteria

Exhibit 4d – Traffic Design Criteria

Part 1 – Signing and Pavement Markings

Part 2 – Work Zone Traffic Control

Exhibit 4e – Hydraulic Design Criteria

Exhibit 4f – Geotechnical Design Criteria

Exhibit 4g – Environmental Design Criteria

Exhibit 4z – Project Design Deliverables

DESIGN REFERENCES

This exhibit describes the general design considerations and criteria for the proposed roadway approaches, hydraulics, structures, and surveys.

Design standards shall be in accordance with the following design references as supplemented or amended by Sections 4a, 4b, 4c, 4d, 4e, 4f, 4g, and 4z of this Exhibit. Any variation in design from the included information shall require written approval from SCDOT.

The Design-Build Firm shall prepare the design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards.

- AASHTO “Standard Specifications for Transportation Materials and Methods of Sampling and Testing” 2013 Thirty-Third Edition
- AASHTO A Policy on Design Standards Interstate System, 2005
- AASHTO An Informational Guide On Fencing Controlled Access Highways, 1990
- AASHTO Drainage Manual, 2014 first edition
- AASHTO Guide Design Specifications for Bridge Temporary Works
- AASHTO Guide for the Development of Bicycle Facilities, 2012
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2004
- AASHTO Highway Drainage Guidelines, 2007
- AASHTO LRFD Bridge Design Specifications, 2012, Sixth Edition (with 2013 Interim Revisions)
- AASHTO Manual for Bridge Evaluation, latest edition
- AASHTO Roadside Design Guide, with 2011, 4th Edition
- AASHTO Roadway Lighting Design Guide, 2005
- AASHTO Standard Specifications for Highway Bridges, 17th Edition
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, Sixth Edition with 2017 Interim Revisions
- AASHTO/AWS D1.5M/D1.5:2015 Bridge Welding Code
- ACI 318 Building Code and Commentary
- ASCE’s “Minimum Design Loads for Buildings and Other Structures”, latest edition
- FEMA Regulations, 44CFR Chapter 1
- FHWA Manual on Uniform Traffic Control Devices, 2009 with Revisions 1 and 2
- FHWA Publication No. FHWA NHI-07-071 Earth Retaining Structures, 2008
- FHWA Report No. FHWA-SA-14-067 Diverging Diamond Interchange Informational Guide
- International Building Code, effective as of the Final RFP release date

EXHIBIT 4 – PROJECT DESIGN CRITERIA

- NCHRP Report 672, Roundabouts: An Informational Guide – Second Edition
- SCDHEC NPDES Construction Permit # SCR160000
- SCDHEC NPDES MS4 Permit # SCS040001
- SCDOT Access and Roadside Management Standards, August 2008 with updates
- SCDOT Americans with Disabilities Act Transition Plan, December 2014 with updates
- SCDOT Bridge Design Manual, 2006
- SCDOT Bridge Design Memoranda, effective between July 1, 2006 and the Final RFP release date
- SCDOT Bridge Drawings and Details, effective as of the Final RFP release date
- SCDOT Engineering Directives, effective as of the Final RFP release date
- SCDOT Environmental Reference Document, 2008
- SCDOT Geotechnical Design Manual, 2019 Edition (Version 2.0)
- SCDOT Geotechnical Drawings and Details, effective as of the Final RFP release date
- SCDOT Instructional Bulletins, effective as of the Final RFP release date
- SCDOT Load Rating Guidance Document
- SCDOT Pavement Design Guidelines, July 2008 Edition
- SCDOT Preconstruction Advisory Memorandums, effective as of the Final RFP release date
- SCDOT Preconstruction Design Memorandum, effective as of the Final RFP release date
- SCDOT Preconstruction Survey Manual, effective as of the Final RFP release date
- SCDOT Procedures and Guidelines for Work Zone Traffic Control Design, effective as of the Final RFP release date
- SCDOT Qualified Product Lists, effective as of the Final RFP release date
- SCDOT Requirements for Hydraulic Design Studies, May 2009
- SCDOT Road Design Reference Material for Consultant Prepared Plans, June 2010
- SCDOT Roadside Plants to Avoid/Trees with Limitations on R/W, October 2014
- SCDOT Roadway CADD Manual, effective as of the Final RFP release date
- SCDOT Roadway Design Manual, 2017, with updates effective as of the Final RFP release date and supplemented with AASHTO A Policy on Geometric Design of Highways and Streets, 2011
- SCDOT Seismic Design Specifications for Highway Bridges, 2008 (Version 2.0)
- SCDOT Standard Drawings, effective as of the Final RFP release date
- SCDOT Standard Specifications for Highway Construction, 2007
- SCDOT Stormwater Quality Design Manual, effective as of the Final RFP release date;
- SCDOT Street Trees and Sidewalk Planting Suggestions, May 2013
- SCDOT Supplemental Design Criteria For Low Volume Bridge Replacement Projects (PCDM 2017-11)
- SCDOT Supplement to the MUTCD
- SCDOT Supplemental Specifications (2007), effective as of the Final RFP release date
- SCDOT Supplemental Technical Specifications, effective as of the Final RFP release date
- SCDOT Traffic Signal Design Guidelines, 2009 with updates
- SCDOT Traffic Signal Material Specifications, effective as of the Final RFP release date
- SCDOT Traffic Signal Supplemental Specifications, effective as of the Final RFP release date
- SCDOT Vegetation Management Guidelines, effective as of the Final RFP release date

EXHIBIT 4 – PROJECT DESIGN CRITERIA

- South Carolina State Water Law
- The Rule on Work Zone Safety and Mobility, Policy and Guidelines
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.
- TRB Highway Capacity Manual, 2010
- United States Access Board’s Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005
- USACOE Charleston District “Guidelines for preparing a compensatory mitigation plan” (latest edition)

EXHIBIT 4a

ROADWAY DESIGN CRITERIA

1.0 GENERAL

Prepare the roadway geometric design for the project using the design standards and criteria that are appropriate based on design speed, functional classification, design traffic volumes, right-of-way, and aesthetics. The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, sight distance, clear zone, cross slopes, and side slopes.

2.0 CRITERIA

Use the Supplemental Design Criteria for Low Volume Bridge Replacement Projects. Classify the terrain as rolling on all routes within the scope of work.

2.1 Functional Classification

The functional classification for the roadway is as follows:

- S-34 (Wamble Hill Road) Rural Local Group 4
- S-138 (Bo Melton Loop) Rural Collector
- S-243 (Buchanan Bridge Road) Rural Local Group 4
- S-757 (Davis Rivers Road) Rural Local Group 4

2.2 Design Speed

- S-34 (Wamble Hill Road) 35 mph minimum
- S-138 (Bo Melton Loop) 45 mph minimum
- S-243 (Buchanan Bridge Road) 45 mph minimum
- S-757 (Davis Rivers Road) 45 mph minimum

2.3 Traffic Volume (2019 AADT)

- S-34 (Wamble Hill Road) 460
- S-138 (Bo Melton Loop) 600
- S-243 (Buchanan Bridge Road) 520
- S-757 (Davis Rivers Road) 210

2.4 Lane Width

- 10 feet minimum, retain existing width if existing width is greater.

2.5 Shoulder Width

- 4 feet minimum (2 feet paved+ 2 feet earth), retain existing width if existing width is greater. These routes are not on a SC Designated Bicycle Touring Route.

2.6 Horizontal Centerline

- Retain existing centerline.

2.7 Horizontal Alignment

- Retain existing if horizontal radius is within 15 mph of design speed.

2.8 Vertical Alignment

- Retain existing if K values are within 15 mph of design speed. Ensure low points are 30 feet beyond begin/end of bridge.

2.9 Stopping Sight Distance

- Retain existing if value is within 15 mph of design speed.

2.10 Min/Max Grade

- Retain existing or improve.

2.11 Cross Slopes

- Use new construction design standards.

2.12 Superelevation

- Desirably, the curve superelevation should meet criteria for new construction. On low volume bridge replacement projects, constraints of excessive costs often preclude the use of desirable superelevation rates. If the curve is to remain and minimum superelevation rates cannot be achieved, provide proper signing and pavement markings for the appropriate speed in accordance with the MUTCD. In some cases, reconstruction of substandard horizontal curves to larger radii may be feasible in lieu of increasing the superelevation.

2.13 Vertical Clearance

- Use new construction design standards.

2.14 Roadside Safety

- Use SCDOT Roadway Design Manual 3R (Non-Freeway) Guidance found in Chapter 18.

2.15 Right-Of-Way

For S-34, S-243, and S-757 bridges, secure a minimum right-of-way width of 75 feet on each side of the structure centerline and minimum 75 feet from each end of the bridge; refer to SCDOT Roadway Design Manual Chapter 12 Section 12.1.14.

For S-138, all work shall be done within the existing right-of-way.

Provide sufficient right-of-way to cover all permanent facilities.

EXHIBIT 4b

STRUCTURES DESIGN CRITERIA

1.0 GENERAL

Exhibit 4b contains the structural design requirements for construction of bridges at the locations identified in Exhibit 3 – Scope of Work.

2.0 CRITERIA

2.1 Bridges

2.1.1 Bridge Design

Design bridges in accordance with the requirements of the Supplemental Design Criteria For Low Volume Bridge Replacement Projects dated October 2017 and AASHTO LRFD Bridge Design Specifications. Use the HL-93 design live loading.

2.1.2 Seismic Design

NO Operational classification (OC) will be assigned. Therefore, the requirements of Table 3.1, Bridge Operational Classification (OC), in the SCDOT Seismic Design Specifications for Highway Bridges (Version 2.0) will not apply. However, the bridges shall, as a minimum, meet the seismic design and detailing requirements of Seismic Design Category (SDC) A. Reference the Geotechnical Design Criteria to determine the Coefficient at the One-Second Period (S_{D1_SEE}).

2.1.3 Bridge Roadway Widths

Construct the bridges with bridge roadway widths that are equal to or greater than the approach roadway widths (traveled way plus total shoulder widths) that are specified in Exhibit 4a.

2.1.4 Design Thermal Movement

Delete Example Problems located in Section 21.1.1.12 of the SCDOT Bridge Design Manual. Delete LRFD Equation 3.12.2.3-1 in Sections 21.1.1.2 and 21.2.1.3 of the BDM and replace with the following equation:

$$\Delta T = 1.2\alpha L (T_{\text{MaxDesign}} - T_{\text{MinDesign}})$$

Where, 1.2 is the load factor.

2.1.5 Removal and Disposal of Existing Structures

Remove and dispose of the existing structures, including piles from previous bridges, and appurtenances in accordance with Exhibit 4g (if requirements are specified), the Standard Specifications for Highway Construction, and all applicable laws and regulations.

2.1.6 Superstructure Types

For this project, Section 12.3.3 of the SCDOT Bridge Design Manual does not apply. Allowable superstructure types are outlined in Sections 12.3.2.2 and 12.3.2.5 of the SCDOT Bridge Design Manual.

For a bridge where cored slab spans are allowed and utilized, construct the entire bridge superstructure using cored slab spans.

Floorless culverts are classified as "Other Structure Types" (Section 12.3.3 of the SCDOT Bridge Design Manual) and are not permitted for this project.

2.1.7 Concrete Strengths

In prestressed concrete piles, concrete design strengths are not allowed to exceed 8,000 psi maximum. Construct all cast-in-place concrete bridge components with Class 4000 concrete except as noted in Section 2.1.8. Construct all precast concrete bridge components with concrete having a minimum compressive strength of 5000 psi.

2.1.8 Final Finish of Exposed Concrete Surfaces

Final surface finish is not required on this project.

2.1.9 Lightweight Concrete

Lightweight Concrete is only permitted in barrier parapets. Use lightweight concrete that conforms to the requirements of the Sand Lightweight Concrete Special Provision in Exhibit 5. When calculating dead loads, include a minimum allowance of 7 pounds per cubic foot for reinforcing steel.

2.1.10 Post-Tensioning

Post-tensioning is not permitted for this project except where allowed for use by SCDOT with cored slab structures.

2.1.11 Bridge Decks

Asphalt overlays are only permitted on cored slab spans. Apply a waterproofing system to the bridge deck prior to overlaying the deck with asphalt.

2.1.12 Barriers, Approach Slab and Wingwall

Approach slabs are required on all bridges.

Use the SCDOT Standard Barrier Parapet. At ends where thrie beam guardrail is required, detail the barrier using the standard barrier transition details shown on the Bridge Drawings and Details. Use the approach slab and wingwall details shown on the current Bridge Drawings and Details.

For parallel wing walls (i.e., wing walls that are parallel to the centerline of bridge), detail the bottom of the wing wall level and at the same elevation as the bottom of the bent cap. Detail the top of these wing walls sloped and at the same elevation as the top of the outside edge of the approach slab.

2.1.13 Bridge Drainage

Design and construct the bridge deck drainage and bridge end drainage to ensure that the minimum requirements of the SCDOT Bridge Design Manual are met. Design flumes and or catch basins compatible with the current standard guardrail to satisfy spread limits while preventing erosion of earth slopes due to runoff from the end of the bridge.

2.1.14 Pile Sizes and Types

Minimum pile sizes and acceptable pile types are listed below. No other pile types are permitted. The entire perimeter (exterior and interior) of steel sections shall be considered for corrosion for the full design life if corrosion is considered a concern per the geotechnical report.

PILE TYPE	MINIMUM SIZE
*Steel H-Piles	HP12x53
*Steel Pipe Piles	12" Diam. (min. wall thickness equal to 1/2")
Solid Prestressed Concrete Piles	18" Square
Prestressed Concrete Pile Points	HP10x57

*Allowed at End Bents only.

2.1.15 Steel Pipe Pile Connection Details

The pile connection detail described in Item 2 of Section 19.2.6.3 of the SCDOT Bridge Design Manual does not apply for this project. Terminate steel pipe piles at the bottom of the end bent cap and footing. Connect the piles to the cap and footing using a reinforced concrete infill, with the reinforcing extending into the cap or footing. The minimum clearance of the reinforcement shall satisfy the requirement of SCDOT Design Memorandum DM0107.

2.1.16 Drilled Shaft Diameters

SCDOT Bridge Design Memorandum DM0111 contains a requirement to detail the portion of shaft below the construction casing with a diameter

that is six inches smaller than the diameter of the casing. This six-inch reduction requirement does not apply to this project. For this project, detail the portion of the shaft below the bottom of the construction casing, whether in soil or rock, with a diameter that is at least two inches smaller than the diameter of the casing.

When the design for the upper portion of a drilled shaft requires a column reinforcement cage to be inserted into a larger diameter drilled shaft reinforcement cage, provide a construction joint in the shaft just below the bottom of the column cage. Prior to casting the upper portion of the shaft, remove all drilling fluids and unsound concrete and roughen the surface of the construction joint. Arrange for CSL testing to be performed prior to placement of the column reinforcement cage. Install the column reinforcement cage in the upper portion of the shaft prior to drilled shaft concrete placement in the splice region.

2.1.17 Crosshole Sonic Logging (CSL) Testing

Install Crosshole Sonic Logging (CSL) access tubes in all drilled shafts in accordance with the SCDOT Standard Specifications for Highway Construction, 2007 Edition. SCDOT will conduct CSL testing on all of the shafts. Acceptance of drilled shafts will be based on CSL testing.

2.1.18 Substructures

Construct Interior Single and Multi-Column Bents using cast-in-place reinforced concrete bent caps and cast-in-place reinforced concrete columns supported by cast-in-place reinforced concrete drilled shafts. If any portion of the bent cap is lower than the 100-year water elevation, detail rounded cap ends using a radius equal to half of the cap width. If a drilled shaft is extended above ground, above the scour line, or through liquefiable soil, structurally design the shaft as a column and detail the longitudinal reinforcing steel with a maximum spacing of 8 inches center-to-center.

Construct Interior Pile Bents using cast-in-place reinforced concrete bent caps and a single row of vertical prestressed concrete piles (with or without prestressed concrete pile points). For protection of the pile, ensure concrete portions of piles with points extend a minimum of 2 feet below final ground line or predicted scour line, whichever is deeper. Do not use Interior Pile Bents to support a span having a length that exceeds 70 feet.

Construct end abutments as spill through abutments (2:1 maximum slope). In addition to the requirements of Section 20.2.8 of the SCDOT Bridge Design Manual, set the elevation of the berm so that the top of the berm (embankment fill) is no greater than 4 feet below the superstructure.

Repair column or drilled shaft longitudinal reinforcement cut due to sampling with same size bar with butt welding or lap splice if preferred. Section moment capacity shall be checked assuming the bar that is lap-spliced is not present.

The following applies to bent cap cantilevers for Interior Pile Bents and End Bents:

- For a cap supported by prestressed concrete piles, provide a minimum of the equivalent of 2 pile widths of distance from the centerline of the exterior pile to the end of the cap.
- Do not detail the intersection of the centerlines of bent and exterior beam/girder on the bent cap cantilever.
- Provide a distance from the centerline of exterior pile to the edge of a slab superstructure, measured along the bent cap centerline, that is less than or equal to 30 percent of the average pile spacing of the bent.

2.1.19 Integral Bent Caps

Integral bent caps are not allowed for use on this Project.

2.1.20 Slope Protection

Protect the bridge end fills with rip rap in accordance with Standard Drawing 804-105-00.

2.1.21 Culverts

Culverts will not be permitted as substitutes for bridges.

2.1.22 Bridge Plans

As required by the SCDOT Bridge Design Manual, include in the bridge plans Reinforcing Steel Schedules and Quantities Tables for each bridge component (end bents, interior bents, spans, etc.). When these components are required to be constructed in stages, break the Reinforcing Steel Schedules and Quantities Tables down by stage. Immediately following the title sheet, provide a quantities sheet that includes a tabulation of estimated quantities and a summary of estimated quantities.

2.2 **Retaining Walls**

Retaining walls are not permitted for this project.

EXHIBIT 4c

PAVEMENT DESIGN CRITERIA

1.0 GENERAL

The design for pavement shall conform to the criteria listed in Section 2.0.

2.0 CRITERIA

2.1 Existing Pavement

Where new Hot Mix Asphalt (HMA) pavement ties in with existing pavement at the project termini, variable mill as necessary to provide a smooth transition between existing and new HMA Surface. If profile differential between new and existing does not allow for a butt joint, tie in with HMA Surface over a minimum length of 100 feet.

Tie down driveways with HMA matching mainline type to the back of the Right of Way or as directed by RCE. Tie down intersecting routes with HMA matching mainline type.

Remove or otherwise modify existing pavement in accordance with Section 205.4.5 of the standard specifications prior to placement of new embankment.

2.2 New Pavement

For new pavement and replacement of mainline, use the following structure:

2.2.1

S-34

Option 1

150 psy HMA Surface Type C or D

700 psy HMA Base Type A or B

Option 2

150 psy HMA Surface Type C or D

200 psy HMA Intermediate Type C

8 inches GABC

S-138

Option 1

150 psy HMA Surface Type C or D

850 psy HMA Base Type A or B

Option 2

150 psy HMA Surface Type C or D
200 psy HMA Intermediate Type C
10 inches GABC

S-243

Option 1

150 psy HMA Surface Type C or D
700 psy HMA Base Type A or B

Option 2

150 psy HMA Surface Type C or D
200 psy HMA Intermediate Type C
8 inches GABC

S-757

Option 1

150 psy HMA Surface Type C or D
600 psy HMA Base Type A or B

Option 2

150 psy HMA Surface Type C or D
10 inches GABC

2.3 Additional HMA Paving Notes

In areas where existing pavements are widened outside the travel lanes, use 400 psy of Shoulder Widening material and overlay with Surface course at the rate specified for that road.

Where leveling, build-up or cross slope correction is required, use HMA Surface Type E for 0 to 1.5 inches. Use Intermediate C or Surface Type C for anything greater. Placement and selection of mixes shall be in accordance with Asphalt Mix Design Guidelines found here: http://www.scdot.org/business/pdf/materials-research/Guidelines_Aspphalt_Mix_Selection.pdf

EXHIBIT 4d- PART 1

TRAFFIC DESIGN CRITERIA

Signing and Pavement Markings

1. GENERAL PROVISIONS FOR PERMANENT PAVEMENT MARKINGS:

Pavement marking work on this project consists of preparing detailed pavement marking plans and providing and applying appropriate markings for the length of the project. All edge lines, lane lines, channelization markings, stopbars and word messages and symbols on S-34, S-138, S-243, S-757, and all intersecting routes shall be of the width and patterns detailed in the Standard Drawings. Route lane lines and edge lines shall be 4 inches in width with the exception of 8 inch channelization markings. The white edge lines may be 6 inches in width if sufficient shoulder width is present to allow for bicycle traffic. The final roadway surface material will determine which type of permanent marking material is to be applied. The Contractor shall use preformed tape (T-1) markings on all concrete bridge deck surfaces. Thermoplastic markings shall be used on all asphalt surfaces.

Permanent Raised Pavement Markers shall be used on this project in accordance with the publications outlined in Exhibit 4.

All work involved in this contract shall be in accordance with the publications outlined in Exhibit 4.

Pavement marking materials used shall meet the following requirements:

THERMOPLASTIC PAVEMENT MARKINGS (ASPHALT SURFACES):

All thermoplastic markings installed shall meet the requirement of Section 627 of the Standard Specifications.

PREFORMED PATTERNED TAPE (T-1) PAVEMENT MARKINGS (CONCRETE SURFACES):

The markings applied to the concrete bridge decks on this project shall be pre-formed patterned tape with a raised diamond pattern covered with ceramic elements having a refractive index of 1.9 or greater. These markings shall be installed with a truck mounted application system or other motorized applicator approved by the manufacturer.

The Contractor shall provide to the Department the manufacturer's normal warranty which shall guarantee the tape materials for a period of 72 months from the date of installation from failure to retain the minimum reflectance values provided by the manufacturer and from failure due to loss of material adhesion or complete wear through. If failure occurs, the manufacturer will provide the replacement materials to restore the markings to their original effectiveness.

2. GENERAL PROVISIONS FOR PERMANENT SIGNING:

Signing work on this project consists of preparing detailed signing plans; and fabricating, furnishing, and erecting new ground mounted guide, regulatory and warning signs. New signs shall be erected over the entire length of the project, including, at a minimum, stop

EXHIBIT 4d Part 1 – Signing and Pavement Markings

signs on all intersecting routes. Existing signs, if applicable, shall be maintained during construction.

Development of the signing plans should be coordinated through the District Traffic Engineer. The District Traffic Engineer shall have final approval of all signing plans.

The CONTRACTOR will be required to erect bridge vertical clearance and crossing route number flat sheet signs on the new and existing bridges in both directions of travel. The signs shall be fabricated in accordance with the SCDOT sign numbers shown in the table below. The CONTRACTOR shall determine the actual minimum vertical clearance in each direction after bridge construction is complete.

SCDOT Sign Number	Sign Description	Crossing Route Type
W12-2P-78	Vertical Clearance	All
OHB M1-1-48	Crossing Route Information	Interstate – 2 or 3 digit
OHB M1-4-48	Crossing Route Information	US Route – 2 digit
OHB M1-4-60	Crossing Route Information	US Route – 3 digit
OHB M1-5-48	Crossing Route Information	SC Route – 2 digit
OHB M1-5-60	Crossing Route Information	SC Route – 3 digit
OHB M1-6-78	Crossing Route Information	Secondary Route – 2 digit
OHB M1-6-84	Crossing Route Information	Secondary Route – 3 digit

The vertical clearance sign shall be centered over the centerline of the crossing route travel way. The crossing route number sign shall be placed to the left of the vertical clearance sign with a minimum spacing of 8 feet between the right of the route number sign and the left of the clearance sign.

All work involved in this contract shall be in accordance with the publications outlined in Exhibit 4.

EXHIBIT 4d

TRAFFIC DESIGN CRITERIA

Part 2 – Work Zone Traffic Control

1.0 GENERAL

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the Standard Drawings For Road Construction, the Special Provisions, all Supplemental Specifications, the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design, the MUTCD, the Plans, and the Engineer. This is an amendment to the Standard Specifications to require the following:

2.0 CRITERIA

2.1 GENERAL REGULATIONS

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the Department. Final acceptance of any revisions to the traffic control plan shall be pending upon review by the member of the Design-Build team representing the Director of Traffic Engineering through the Design-Review Process.

In accordance with the document, Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines, the S-34, S-138, S-243, and S-757 projects have been classified as “BASIC”.

All signs mounted on portable sign supports shall have a minimum mounting height of 5’ from the bottom of the sign to the ground. All signs mounted on ground mounted u-channel posts or square steel tube posts shall have a minimum mounting height of 7’ from the bottom of the sign to the grade elevation of the near edge of the adjacent travel lane or sidewalk when a sidewalk is present.

When mounting signs on multiple ground mounted sign supports, ensure that each post is of the same type. Do not combine or install both ground mounted u-section and square steel tube posts within the same sign assembly.

When mounting signs on ground mounted u-section or square steel tube posts, utilize either a sign support / ground support post combination with an approved breakaway assembly or a single direct driven post for each individual sign support of a sign assembly installation. Do not combine a sign support / ground support post combination and a direct driven post on the same sign assembly installation that contains two or more sign supports. Regarding sign support / ground support post combination installations, ensure that post lengths, stub heights and breakaway assemblies comply with the manufacturer’s requirements and specifications. Use approved breakaway assemblies found on the *Approved Products List For Traffic Control Devices in Work Zones*.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Overlays are prohibited on all rigid construction signs. The legends and borders on all rigid construction signs shall be either reversed screened or direct applied.

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for “Traffic Control” unless otherwise specified.

Install “Grooved Pavement” signs (W8-15-48) supplemented with the “Motorcycle” plaque (W8-15P-30) in advance of milled or surface planed pavement surfaces. On primary routes, install these signs no further than 500 feet in advance of the beginning of the pavement condition. On interstate routes, install these signs no less than 500 feet in advance of the beginning of the pavement condition. Install two sign assemblies at each sign location, one on each side of the roadway, on multilane roadways when the pavement condition is present. Install these signs immediately upon creation of this pavement condition and maintain these signs until this pavement condition is eliminated.

Install “Steel Plate Ahead” signs (W8-24-48) in advance of an area of roadway where temporary steel plates are present. Install these signs no further than 300 feet in advance of locations where steel plates are present. On multilane roadways, comply with the same guidelines as applied to all other advance warning signs and install two sign assemblies at each sign location, one on each side of the roadway, when roadway conditions warrant. Install these signs immediately upon installation of a temporary steel plate and maintain the signs until the temporary steel plates are removed.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

During nighttime flagging operations, flaggers shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107 standard performance for Class 3 risk exposure, latest revision, and a fluorescent hard hat. The safety vest and the safety pants shall be retroreflectorized and the color of the

background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

During nighttime flagging operations, the contractor shall illuminate each flagger station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime flagging operations, supplement the array of advance warning signs with a changeable message sign for each approach. These changeable message signs are not required during daytime flagging operations. Install the changeable message signs 500' in advance of the advance warning sign arrays. Messages should be "Flagger Ahead" and "Prepare To Stop".

During surface planing and milling operations, grade elevation differences greater than 1 inch in areas with pavements composed of hot mixed asphalt (HMA) base courses, intermediate courses or surface courses and Portland cement concrete are PROHIBITED unless otherwise directed by the Department.

2.2 LANE CLOSURE RESTRICTIONS

The lane closure restrictions stated below are project specific, for all other restrictions, see supplemental specification, "Restrictions", dated August 10, 2015.

Primary and Secondary Routes –

On primary and secondary routes, the Department prohibits lane closures during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.

All routes with lane closure prohibitions for this project are listed on the SCDOT website under Business in the Traffic Engineering Section under Work Zone Traffic Control "Hourly Restrictions for Lane Closures".

These restrictions also apply to pacing operations. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.

Installation and maintenance of a lane closure is PROHIBITED when the Contractor is not actively engaged in work activities specific to the location of the lane closure unless otherwise specified and approved by the Engineer. The length

of the lane closure shall not exceed the length of roadway anticipated to be subjected to the proposed work activities within the work shift time frame or the maximum lane closure length specified unless otherwise approved by the Engineer. Also, the maximum lane closure length specified does not warrant installation of the specified lane closure length when the length of the lane closure necessary for conducting the work activity is less. The length and duration of each lane closure, within the specified parameters, shall require approval by the Engineer prior to installation. The length and duration of each lane closure may be reduced by the Engineer if the work zone impacts generated by a lane closure are deemed excessive or unnecessary.

On multilane primary and secondary routes, a reduced regulatory speed limit of 35 MPH shall be in effect during lane closures. Erect temporary regulatory “Speed Limit” signs (R2-1-48-35) and “Speed Reduction 35 MPH” signs (W3-5-48-35) on temporary supports according to the typical traffic control standard drawings. Cover the existing regulatory speed limit signs when reduced speed limits are in place. Immediately remove or cover the “Speed Limit” signs (R2-1-48-35) and the “Speed Reduction 35 MPH” signs (W3-5-48-35) upon the removal of the lane closures.

The Contractor shall discontinue and remove a lane closure when the work activities requiring the presence of the lane closure are completed or are discontinued or disrupted for any period of time to exceed 60 minutes unless the presence of unacceptable grade elevation differences greater than 1” in milled areas or greater than 2” in all other areas are present unless otherwise directed by the Engineer.

2.3 DETOUR REQUIREMENTS

The Contractor shall begin installing and maintaining detour signs and road closure signs or barricades described below within 30 calendar days of Notice to Proceed. If existing SCDOT detour signs, road closure signs, or barricades are present, the Contractor shall replace the signs in accordance with the approved plans or standard drawings and return the existing signs to SCDOT. SCDOT Weekly Work Zone and Traffic Control (WZTC) inspections and reporting will begin upon installation of these signs and barricades and will continue until work is complete and signs are removed at each bridge location.

Detours must be submitted and approved for all project sites. Maintain the detour in accordance with the Specifications, the *SCDOT Standard Drawings*, the *MUTCD*, the Special Provision, the Plans and the RCE.

Maintain all detour signing. Monitor the detour during the operation to identify any areas of concern that may arise due to the additional detoured traffic. In the event areas of concern are identified, implement corrective actions within

Department guidelines and approved by the RCE to minimize or eliminate the identified areas of concern.

The Department will consider failure to maintain the detour within all requirements as set forth by the Specifications, the *SCDOT Standard Drawings*, the *MUTCD*, the Plans, the special provisions and the RCE as failure to provide the traffic control as required and shall result in immediate suspension of all work activities requiring the detour until the condition is corrected.

The Contractor is responsible for all of the following items related to providing and installing the detour(s) as specified or directed in the detour plan and standard drawings including maintaining and removing the detour as necessary. This includes providing signs erected on portable or ground embedded sign supports, traffic control devices and properly trained personnel to install, maintain, and remove the detour. For all detours, the Contractor shall provide all materials, labor, hardware, equipment, tools, supplies, transportation, incidentals; miscellaneous items and traffic control necessary for installation and maintenance of the detour until completion of the work in accordance with the Plans, the Specifications and other terms of the Contract.

2.4 MOBILE OPERATIONS

A mobile operation moves continuously at all times at speeds of 3 mph or greater without any stops. The minimal traffic flow impacts generated by these operations involve brief traffic flow speed reductions and travel path diversions. Conduct work operations that cannot be performed at speeds of 3 mph or greater under standard stationary lane closures.

The distance intervals between the vehicles, as indicated in the *Standard Drawings For Road Construction*, may require adjustments to compensate for sight distance obstructions created by hills and curves and any other conditions that may obstruct the sight distance between the vehicles. However, adjustments to the distance intervals between the vehicles should be maintained within the range of variable distance intervals indicated in the standard drawings unless otherwise directed by the Engineer.

Maintain two-way radio communication between all vehicles in the vehicle train operating in a mobile operation.

Supplement the work vehicles and the shadow vehicles with amber colored flashing dome lights. The vehicles may also be supplemented with advance warning arrow panels and truck mounted attenuators as directed in the *Standard Drawings For Road Construction* and the Standard Specifications.

The Contractor shall install, operate and maintain all advance warning arrow panels, truck mounted attenuators and truck mounted changeable message signs

as required by these special provisions, the manufacturer’s specifications, the *Standard Drawings For Road Construction*, the Standard Specifications, the plans and the Engineer.

2.5 TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS:

The typical traffic control standard drawings of the “Standard Drawings For Road Construction”, although compliant with the MUTCD, shall take precedence over the MUTCD. The typical traffic control standard drawings of the “Standard Drawings For Road Construction” shall apply to all projects let to contract.

Install the permanent construction signs as shown on the typical traffic control standard drawings designated for permanent construction signing.

2.6 ADDENDUMS

(Addendums to the “2007 Standard Specifications for Highway Construction”)

2.6.1 Construction (Sub-section 601.4) –

Sub-section 601.4.2 Construction Vehicles -

Auxiliary Warning Lights for Vehicles and Equipment -

Supplement all construction and/or construction-related vehicles and equipment that operate in a stationary or mobile work zone within or adjacent to a roadway within the highway rights-of-way with AMBER or YELLOW colored high intensity rotating or strobe type flashing auxiliary warning light devices. Utilize, install, operate and maintain a single or multiple lighting devices as necessary to provide visibility to approaching motorists.

All auxiliary warning light models shall meet *Society of Automotive Engineers* (SAE) Class I standards and SAE Standard J575 relative to *Tests for Motor Vehicle Lighting Devices and Components* and these specifications.

The amber/yellow color of the dome/lens of an auxiliary warning light device shall meet SAE Standard J578 for amber/yellow color specifications.

Auxiliary warning lights with parabolic reflectors that rotate shall rotate around a halogen lamp at a rate to produce approximately 175 flashes per minute. The parabolic reflector shall produce a minimum 80,000 candle power and a minimum 54,000 candela through an SAE Standard J846 approved amber dome.

Equip strobe type flashing auxiliary warning light devices with photosensitive circuit controls to adjust the lighting intensity in response to changes in ambient light conditions such as from day to night. These lights shall have a double-flash capability rated at approximately 80 double flashes per minute and produce a minimum 24 joules of flash energy at the highest power level setting.

Acceptable auxiliary warning light models shall provide sufficient light output to be clearly recognizable at a minimum distance of 1750 feet.

Mount all auxiliary warning light devices intended to function as the auxiliary warning light system or as an element thereof on vehicles and equipment at locations no less than 3 feet above the ground and in conspicuous locations to provide visibility to approaching motorists.

Auxiliary warning light devices and/or models that mount in the locations of the standard vehicle lighting system are unacceptable as the specified auxiliary warning light system due to restrictive simultaneous visibility capabilities from multiple sight angles. However, auxiliary warning light devices that mount in the standard vehicle lighting system locations are acceptable as supplements to the specified lighting devices mounted in locations that do meet the minimum height requirements and provide simultaneous visibility capabilities from multiple sight angles.

Standard vehicle hazard warning lights are only permitted as supplements to the specified auxiliary warning light devices.

2.6.2 Category I Traffic Control Devices (Section 603) –

Sub-section 603.2.2 Oversized Traffic Cones (paragraph 6) -

Reflectorize each oversized traffic cone with 4 retroreflective bands: 2 orange and 2 white retroreflective bands. Alternate the orange and white retroreflective bands, with the top band always being orange. Make each retroreflective band not less than 6 inches wide. Utilize Type III – Microprismatic retroreflective sheeting for retroreflectorization on all projects let to contract after May 1, 2010 unless otherwise specified. Separate each retroreflective band with not more than a 2-inch non-reflectorized area. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the cone surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

Sub-section 603.2.3 Portable Plastic Drums (paragraph 3) -

Reflectorize each drum with Type III – Microprismatic retroreflective sheeting: 2 orange and 2 white retroreflective bands, 6 inches wide on all projects let to contract after May 1, 2010 unless otherwise specified. Alternate the orange and white retroreflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retroreflective bands does not exceed 2 inches. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

2.6.3 Category II Traffic Control Devices (Section 604) –

Sub-section 604.2.1 Type I and Type II Barricades (paragraph 3) -

Reflectorize these barricades with Type VIII or IX Prismatic retroreflective sheeting on all projects let to contract after May 1, 2012 unless otherwise specified. Ensure that the retroreflective sheeting has alternate orange and white stripes sloping downward at a 45-degree angle in the direction of passing traffic. The stripes shall be 6 inches wide.

Sub-section 604.2.2 Type III Barricades (paragraph 3) -

Reflectorize these barricades with Type VIII or IX Prismatic retroreflective sheeting on all projects let to contract after May 1, 2012 unless otherwise specified. Ensure that the retroreflective sheeting has alternate orange and white stripes sloping downward at a 45-degree angle. Apply the sloping orange and white stripes in accordance with the requirements of the Plans, SCDOT Standard Drawings and the MUTCD. The stripes shall be 6 inches wide.

2.6.4 Truck-Mounted Attenuator (Sub-section 605.4.2.2) –

Sub-section 605.2.2.2.3.3 Color (paragraph 1) -

Use industrial grade enamel paint for cover of the metal aspects of the unit. Provide and attach supplemental striping to the rear face of the unit with a minimum Type III high intensity retroreflective sheeting unless otherwise directed by the Department. Utilize an alternating 4 to 8 inch black and 4 to 8 inch yellow 45-degree striping pattern that forms an inverted “V” at the center of the unit that slopes down and to the sides of the unit in both directions from the center.

2.6.5 Truck-Mounted Attenuator (Sub-section 605.4.2.2) –**Sub-section 605.4.2.2 Truck-Mounted Attenuators (paragraph 6) -**

A direct truck mounted truck mounted attenuator is mounted and attached to brackets or similar devices connected to the frame of a truck with a minimum gross vehicular weight (GVW) of 15,000 pounds (actual weight) unless otherwise directed. A trailer towed truck mounted attenuator is towed from behind and attached via a standard pintle hook / hitch to the frame of a truck with a minimum gross vehicular weight (GVW) of 10,000 pounds (actual weight) unless otherwise directed.

Each truck utilized with a truck mounted attenuator shall comply with the manufacturer's requirements to ensure proper operation of the attenuator. The minimum gross vehicular weight (GVW) (actual weight) for each truck shall comply with these specifications unless otherwise directed within the "Remarks" column of the *Approved Products List For Traffic Control Devices in Work Zones* in regard to specific requirements for the device in question.

If the addition of supplemental weight to the vehicle as ballast is necessary, contain the material within a structure constructed of steel. Construct this steel structure to have a minimum of four sides and a bottom to contain the ballast material in its entirety. A top is optional. Bolt this structure to the frame of the truck. Utilize a sufficient number of fasteners for attachment of the steel structure to the frame of the truck to ensure the structure will not part from the frame of the truck during an impact upon the attached truck mounted attenuator. Utilize either dry loose sand or steel reinforced concrete for ballast material within the steel structure to achieve the necessary weight. The ballast material shall remain contained within the confines of the steel structure in its entirety and shall not protrude from the steel structure in any manner.

2.6.6 Trailer-Mounted Changeable Message Signs (Sub-section 606.3.2) -**Sub-section 606.3.2.7 Controller (paragraphs 1-4) -**

The controller shall be an electronic unit housed in a weatherproof, rust resistant box with a keyed lock and a light for night operation. Provide the unit with a jack that allows direct communications between the on-board controller and a compatible personal computer. The unit shall have a LCD display screen that allows the operator to review messages prior to displaying the message on the sign.

The controller shall have the capability to store 199 factory preprogrammed messages and up to 199 additional messages created by

the user in a manner that does not require a battery to recall the messages. Also, the controller shall allow the operator the capability to program the system to display multiple messages in sequence.

Provide the controller with a selector switch to allow the operator to control the brightness or intensity level of the light source of the sign panel. The selector switch shall include "bright," "dim" and "automatic" modes; inclusion of additional modes is permissible. When the selector switch is in the "automatic" mode, a photosensitive circuit shall control the brightness or intensity level of the light source in response to changes in ambient light such as from day to night and other various sources of ambient light.

Equip each sign with remote communications capabilities, such as utilization of cellular telephone or internet browser technology, to allow the operator to revise or modify the message selection from the office or other remote location. Also, provide protection to prohibit unauthorized access to the controller, (i.e. password protection).

Sub-section 606.5 Measurement (paragraph 2) -

Trailer-mounted changeable message signs are included in the lump sum item for Traffic Control in accordance with **Subsections 107.12** and **601.5** of the “2007 Standard Specifications for Highway Construction”. No separate measurement will be made for trailer-mounted changeable message signs unless the contract includes a specific pay item for trailer-mounted changeable message signs.

The Contractor shall provide, install, operate, and maintain the trailer-mounted changeable message sign per traffic control set-up as directed by the Plans, the “Standard Drawings for Road Construction”, these Special Provisions, the Specifications, and the Engineer.

Sub-section 606.6 Payment (paragraph 2) -

In addition to **Subsections 107.12** and **601.6**, the payment for Traffic Control is full compensation for providing, installing, removing, relocating, operating, and maintaining trailer-mounted advance warning arrow panels and trailer-mounted changeable message signs as specified or directed and includes providing the units’ primary power source; repairing or replacing damaged or malfunctioning units within the specified time; providing traffic control necessary for installing, operating, and maintaining the units; and all other materials, labor, hardware, equipment, tools, supplies, transportation, incidentals, and any miscellaneous items necessary to fulfill the requirements of the pay item

in accordance with the Plans, the Specifications, and other items of the Contract.

Sub-section 606.6 Payment (paragraph 3) -

Disregard this paragraph unless the Contract includes a specific pay item for trailer-mounted changeable message signs.

2.6.7 Temporary Pavement Markings (Sub-section 609.4.1) –

Sub-section 609.4.1.1.1 Application Requirements General (in addition to paragraph 3) -

On two-lane two-way roadways, apply and place temporary or permanent pavement markings, as specified hereupon, prior to the end of each day's work or shift or reopening a closed travel lane to traffic. These pavement markings shall include 4-inch wide solid lines on edge lines and solid center lines and 4-inch wide by 10 feet long broken lines with a 30-foot gap for broken center lines and lane lines unless otherwise specified. The center line pavement markings shall be either double yellow solid lines, yellow broken lines or an appropriate combination of a yellow solid line and yellow broken lines for passing / no passing zones. Placement of a singular yellow solid line for a center line pavement marking is unacceptable. The edge line pavement markings shall be a white solid line.

On multilane primary and secondary roadways, apply and place temporary or permanent pavement markings, as specified hereupon, to the travel lanes prior to reopening a closed travel lane to traffic. These pavement markings shall include 4-inch wide solid lines, utilized for edge lines and solid center lines, and 4-inch wide by 10 feet long broken lines with a 30-foot gap, utilized for lane lines and turn lanes, unless otherwise specified. The center line pavement markings shall be either double yellow solid lines or an appropriate combination of a yellow solid line and 4-inch wide by 10 feet long yellow broken lines for two-way left turn median areas. The right edge line pavement markings shall be a white solid line and the left edge line shall be a yellow solid line except in areas where the travel lanes separate to create a gore type situation and then the color schemes shall comply with SCDOT application practices for gore areas. The lane lines between travel lanes and turn lanes shall be 4-inch wide by 10 feet long white broken lines with a 30-foot gap.

However, on two-lane two-way and multilane primary and secondary roadways, application of a 4-inch wide solid line utilized for an edge line adjacent to an earth shoulder, white or yellow, may be delayed up to 72 hours after eradication of the original line when the length of eradicated

line at a single location is no longer than 250 feet. In the event of multiple locations along the same line, each location must be separated from the adjacent location by no less than 250 feet with a cumulative total distance of eradicated line of no more than 1300 feet within any continuous 1 (one) mile length of roadway measured from a selected location. If the length of eradicated line exceeds 250 feet at any single location, the distance interval between multiple adjacent locations is less than 250 feet or a cumulative total distance of multiple locations of eradicated line exceeds 1300 feet within any continuous 1 (one) mile length of roadway measured from a selected location, replace the eradicated line(s) prior to reopening the adjacent travel lane to traffic.

On interstate roadways, apply and place temporary or permanent pavement markings, as specified hereupon, to the travel lanes prior to reopening a closed travel lane to traffic. These pavement markings shall include 6-inch wide solid lines, utilized for edge lines, and 6-inch wide by 10 feet long white broken lines with a 30-foot gap, utilized for lane lines between travel lanes and auxiliary lanes, unless otherwise specified. The right edge line pavement markings shall be a white solid line and the left edge line shall be a yellow solid line except in areas where the travel lanes separate to create a gore type situation and then the color schemes shall comply with SCDOT application practices for gore areas.

On all roadways, apply and place white stop bars and white triangle yield bars in all locations where previous stop bars and triangle yield bars have been eradicated by the work. Apply and place white stop bars and white triangle yield bars at intersections controlled by stop and yield signs within 72 hours of the eradication of the original pavement marking. Apply and place white stop bars at signalized intersections controlled by traffic control signals and at railroad crossings prior to reopening a closed travel lane to traffic.

Within the limits of existing turn lanes on all roadways, apply and place white arrows in all locations where previous arrows have been eradicated by the work unless otherwise directed by the RCE. Apply and place white arrows within 72 hours of the eradication of the original pavement markings. However, in regard to newly constructed turn lanes, apply and place white arrows the within turn lanes as directed by the RCE.

Within the limits of existing lane-drop sites on all roadways, apply and place white arrows in all locations where previous arrows have been eradicated by the work prior to the end of each day's work or shift or reopening the closed travel lane to traffic. In regard to newly constructed lane-drop sites, apply and place white arrows within the travel lane to be terminated prior to opening the travel lane to traffic and as directed by the RCE.

Sub-section 609.4.1.1.1 Application Requirements General (Revision to paragraph 8) -

On two-lane, two-way roadways, passing zones may be eliminated within the work zone through application of 4-inch double yellow centerline pavement markings if determined feasible and directed to do so by the Plans and/or the RCE. Apply no passing zone markings as specified by the Plans, the Specifications, the *MUTCD* and the RCE.

2.6.8 Flagging Operations (Sub-section 610.4.1) –

Sub-section 610.4.1.1 Flagging Operations (paragraph 1) -

Use a flagging operation to control the flow of traffic when two opposing directions of traffic must share a common travel lane. A flagging operation may be necessary during a lane closure on a two-lane two-way roadway, an intermittent ramp closure or an intermittent encroachment of equipment onto a portion of the roadway. Utilize flagging operations to direct traffic around work activities and maintain continuous traffic flow at reduced speeds when determined to be appropriate by the RCE. As stated above, flagging operations shall direct traffic around the work activities and maintain continuous traffic flow; therefore, stopped traffic shall not be required to stop for time durations greater than those listed below unless otherwise directed by the RCE. Begin measurement of the time interval immediately upon the moment the Flagger rotates the Stop/Slow paddle to display the “Stop” condition to the approaching motorists.

LENGTH OF CLOSURE	MAXIMUM TIME DURATION FOR STOPPED TRAFFIC
1 MILE or LESS	5 Minutes
1 to 2 MILES	7 ½ Minutes

If the work activities require traffic to be stopped for periods greater than 5 to 7 ½ minutes as stated above, consider alternate work methods, conducting work activities during times of lowest traffic volumes such as during the hours of darkness or complete road closure with detour installation.

2.6.9 Paving and Resurfacing (Sub-section 611.4.1) –

Sub-section 611.4.1.2 Requirements (paragraph 8) -

Whenever travel lanes with acceptable grade elevation differences are open to traffic, provide “Uneven Lanes” signs (W8-11-48) or “Uneven Pavement” signs (W8-11A-48). Reflectorize these signs with a

fluorescent orange colored prismatic retroreflective sheeting unless otherwise specified. Install these signs adjacent to roadways with uneven pavement surfaces between travel lanes or between travel lanes and the adjacent paved shoulders. Install these signs at intervals no greater than 2600 feet.

EXHIBIT 4e

HYDRAULIC DESIGN CRITERIA

1.0 GENERAL

Designs, at a minimum, to address for the bridge replacements on S-34, S-138, S-243, and S-757 in Chesterfield County, SC include:

- Ditch capacity and stability
- Storm sewer systems and deck drainage
- Cross-line pipes
- Bridge Hydraulics and Scour
- Sediment and Erosion Control
- Best Management Practices
- Stormwater Quality Design

2.0 CRITERIA

2.1 Roadway Drainage

2.1.1 Perform all aspects of roadway drainage design for each site, to include approach runoff, cross-line pipes, storm sewer systems, ditches, and outfalls.

2.1.2 Replace existing 15-inch piping with minimum 18-inch piping at all locations where design warrants retaining pipes, to include driveways.

2.2 Bridge Hydraulic Design and Scour

2.2.1 Perform hydrologic and hydraulic designs for the referenced bridges in accordance with the “SCDOT’s Requirements for Hydraulic Design Studies”, May 2009 (RHDS) and apply the noted amendments:

2.2.1.1 Qualitative Site Assessment

- A Level 1 qualitative assessment shall be used to evaluate basin and site conditions that may adversely impact the bridge of interest. This assessment includes a review of the flood history, scour history, and comparative bridge data. When site conditions dictate the need for a higher design standard, the designer shall follow the guidance of the RHDS.

2.2.1.2 Design Frequency

- Design for the 25-year storm event.
- If the design flood overtops the existing road grade, the proposed bridge may be designed to account for a comparable amount of overtopping flow on the roadway approaches 30 feet beyond the bridge ends. Bridge structure overtopping for the design storm event is not allowed.

2.2.1.3 Freeboard

- Provide a minimum clearance of 2 feet between the design storm event approach water surface elevation and the bridge low chord elevation.

2.2.1.4 Backwater

- When comparing unrestricted, or natural conditions to the proposed bridge conditions, provide 1 foot or less of backwater.
- The hydraulic design shall maintain or improve the existing level of hydraulic performance.

2.2.1.5 Low Chord

- Shall not be less than the existing bridge low chord elevation.

2.2.1.6 New Bridge Ends

- Shall not be inside the limits of the existing bridge ends.

2.2.1.7 Span Arrangements

- The stream channel (top-of-bank to top-of-bank) shall be fully spanned when possible. The top of channel banks for the S-243 bridge are defined by a 10 foot setback behind each vertical wall and for S-34, the channel banks are defined by a 5 foot setback behind each bridge end.
- For piers on the overbank (outside of the stream channel), provide a minimum 5-foot setback from the top of the channel bank to the centerline of the pier.
- For piers in the stream channel, when a channel cannot be fully spanned, provide a minimum 5 foot setback of the pier centerline from the toe of the channel bank.

2.2.1.8 Abutments

- Construct in accordance with Exhibit 4b.
- New abutment toes shall not exceed the limits of the existing toe and projection of the new abutment slope shall not intersect any point on the channel bank or channel bottom.
- Provide a minimum 5 foot abutment toe setback from the top of the channel bank.

2.2.1.9 Scour

- Shall be evaluated for the lesser of the 100-year design storm event or the flow just prior to overtopping, following the guidance in the RHDS.

- Scour evaluation for the 500-year design storm event is not required.
 - Plot the scour line and the triple profile on the bridge plan and profile sheet.
- 2.2.2 Protect the bridge end fills with riprap in accordance with Standard Drawing 804-105-00. Use minimum Class B riprap.
- 2.2.3 Model natural, existing, and proposed conditions for each bridge. Use the USGS Regression equations to generate discharges for the SCDOT runs. Include backwater effects from downstream controls. The bridge skew shall be determined from the hydraulic design. Refer to the HEC-RAS Reference Manual v4.1 or latest edition for guidance on setting up cross sections and other inputs within the model. In addition to the four cross sections described within the Manual, add additional cross sections as necessary to achieve a downstream limit where a change in starting elevation will not affect the computed high-water depth at the bridge and the upstream limit extends to the limit of backwater from the bridge. When using the SCDOT survey to cut cross sections for the model, the cross sections used to define the bridge, as described within the Manual, define the existing, post-scour, conditions. Depending on the top width of the scour hole, these cross sections may extend further upstream or downstream beyond the post-scour area. Additionally, the survey can be used to define the natural channel but the post-scour cross sections have to be removed or redefined to reflect natural, pre-scour conditions. Document this information in the report.
- 2.2.4 Directions for constructing a HECRAS model when there is a dam upstream of the bridge:
- Natural Run: Include the upstream dam without the existing bridge.
- Existing Run: Include the upstream dam with the existing bridge.
- Proposed Run 1: Include the upstream dam with the proposed bridge.
- Proposed Run 2: Include the proposed bridge with no dam in place. Use this Run to design the bridge.
- 2.2.5 Set each bridge on the triple profile. This profile generally consists of cross sections cut 30 feet left and right of the proposed centerline and one at the proposed centerline. However the location of the offset, cross sections should be adjusted to best reflect the stream alignment but excludes the roadway fill limits. This projection must not cross through either of the offset or the centerline plot of the channel (triple profile).
- 2.2.6 The models shall include sensitivity analyses. Summarize the inputs and outputs, to include backwater and freeboard.

- 2.2.7 Plot the scour line and the triple profile on the bridge plan and profile sheet.

2.3 Sediment and Erosion Control, Water Quality, and NPDES

- 2.3.1 Develop a plan that meets the requirements of SCDOT's Construction Permit SCR160000 for erosion and sedimentation control during construction at each site. Summarize the plan on the ECDS that is included within the construction plans.
- 2.3.2 Determine if there are downstream impairments at each site's receiving waters. When impairments exist downstream, ensure discharges do not contribute to the noted impairments.
- 2.3.3 Include treatment at outfalls through vegetative practices where possible and utilize structural controls when vegetative practices are not applicable. Evaluate outfalls for post-construction treatment on a case specific basis against the Maximum Extent Practicable standard.
- 2.3.4 Prepare the NPDES permit package(s), to include the plan review checklist under Attachment B, and perform all coordination to obtain the permits. The SCDOT reviews, signs and submits the package to SCDHEC.

EXHIBIT 4f

GEOTECHNICAL DESIGN CRITERIA

1.0 GENERAL

The following items, at a minimum, shall be included in the geotechnical design for this project:

- Design foundations for the proposed structures. All subsurface exploration, geotechnical design, and construction for the Project shall be carried out in accordance with the design criteria below.

The Geotechnical Subsurface Data Reports (GSDR) have been provided in the Project Information Package. In addition, soil test boring log input files have been provided electronically in gINT format.

All geotechnical testing and design shall comply with the requirements of the SCDOT Geotechnical Design Manual (GDM), 2019, Version 2.0 and as amended by the criteria below and the Special Provisions listed in Exhibit 5. Geotechnical information provided in the Project Information Package (field and lab data only) as part of this RFP may be used in the design of this project at the Contractor's discretion. If the Contractor elects to use the geotechnical information in the Appendix of the GSDR, the Contractor shall verify that the information provided is applicable to the Contractor's specific design. The Contractor shall verify that geotechnical information provided in the Project Information Package meets the requirements for a geotechnical investigation for this specific project as required by the GDM and the criteria below. If these requirements are not met, then the Contractor shall provide additional geotechnical investigation to meet the geotechnical requirements for this specific project.

All embankment fill placed below the water surface shall consist of a minimum three-foot base layer of Class B or Class A riprap, not to exceed six feet. Fill consisting of stone materials as described in Section 2.1 of the "Bridge Lift Materials" Supplemental Specification dated September 1, 2015, shall be placed on the riprap base layer to an elevation of at least 2 feet above the existing water surface. A geotextile separator fabric shall be placed on the stone backfill and backfill meeting the requirements of Borrow Excavation may be placed on the geotextile to the proposed subgrade elevation. These materials are exclusive of the fill slope protection requirements outlined in Exhibit 4e. Sequencing of fill placement, slope protection placement, and foundation construction shall be considered when selecting a specific construction method.

1.1 Bridge

The Contractor shall be responsible for the load testing of all foundations used on this project as required by design. All testing reports for driven piles shall bear the legible seal, signature, and date of the testing firm's engineer registered as a Professional Engineer in the State of South Carolina. The Contractor's designer shall review and approve, in writing, all load test reports prior to submitting the reports to SCDOT for review and acceptance or comment. Comments made by SCDOT shall be reviewed and rectified by the Contractor's designer prior to the results of the load testing being used in design.

1.1.1 Pile Dynamic Load Testing with Pile Driving Analyzer

If Pile Driving Analyzer (PDA) testing is required for driven piles by the Geotechnical Engineer of Record's (GEOR) design, the Contractor's PDA testing shall be performed by a PDA certified operator with a Certificate of Proficiency from Pile Dynamics, Inc. of Advanced or higher. The PDA certification shall have been renewed within 4 years of the date of pile installation. In addition to the PDA testing, CAPWAP (Case Pile Wave Analysis Program) analysis shall also be performed. The Contractor shall provide a Pile Installation Plan (PIP) that shall include the pile index testing program. The pile index testing program shall at a minimum include the Bent and Pile number of each pile to be tested as well as the number of index piles to be tested. The number of index piles shall conform to the SCDOT GDM.

1.2 **Roadway**

The Contractor shall obtain SCDOT approval prior to using reinforced soil slopes (RSS). The Contractor shall obtain SCDOT approval prior to using fill slopes or ditch slopes steeper than 2H:1V.

The Contractor shall visually inspect and perform geotechnical investigation in accordance with the SCDOT GDM for embankment slopes at all bridge locations on this project and perform reconstruction work where required to meet performance limits in accordance with the SCDOT GDM and as amended in the design criteria below.

Miscellaneous overhead structure foundations such as lighting and signage shall be designed in accordance with AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, effective as of the Final RFP release date.

2.0 GEOTECHNICAL DESIGN CRITERIA – LOW VOLUME BRIDGE REPLACEMENT

The requirements of the SCDOT Geotechnical Design Manual and the SCDOT Geotechnical Drawings and Details apply with the amendments noted below.

2.1 **Geotechnical Exploration**

- **Office**

The office portion of the geotechnical exploration consists of reviewing available documentation. This documentation may include, but is not limited to, previous soil borings in the general vicinity of the project; USDA soils maps, USGS topographic maps, aerial photographs, and wetland inventory maps. In addition,

EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

the backup documentation should include information pertaining to the existence or extent of geological hazards (e.g. artesian conditions, sinkholes, liquefiable sands, etc.) that may be present at the project site or in the immediate vicinity of the site. Geological hazards shall be noted on the boring records.

A Geotechnical Summary Report shall be submitted that discusses the anticipated foundation system for all structures and any impacts of geologic hazards on the construction of the project. The report text is intended to be brief. The Appendices of the Geotechnical Summary Report shall include locations of all soil testing locations, soil testing reports, a brief description of the analyses performed, and the results of the analyses. Appendices shall also include all plan notes required for the project.

- **Field Exploration**

The geotechnical exploration for these bridge projects may be performed in a single phase. If a second phase is performed for these projects it should be limited to those areas of the site where there is questionable subsurface conditions, geologic hazards, or to collect undisturbed samples. Either soil test borings with Standard Penetration Testing or cone penetration testing will be allowed for these bridge projects. A correlation soil test boring with the cone penetration sounding may be performed if in the opinion of the Geotechnical Engineer of Record (GEOR) it is required. Provided below are the minimum testing location requirements.

Table 1, Foundation Exploration Requirements

Foundation Type	Geotechnical Site Investigation
Pile Foundation	Minimum one testing location per bent location ⁽¹⁾
Drilled Pile Foundation	Minimum two testing locations per bent location ^{(1),(2)}
Single Foundation - Drilled Shaft (hammerhead)	Minimum one testing location per foundation location
Multiple Foundation – Drilled Shaft	Minimum two testing locations per bent location ⁽³⁾
Shallow Foundation – Founded on Soil	Minimum two testing locations per bent location
Shallow Foundation – Founded on Rock	Minimum one testing locations per bent location

⁽¹⁾Spacing may exceed 70 feet longitudinally if site subsurface is laterally homogeneous.

⁽²⁾Drilled piles are only allowed at end bents. Prior approval of the DB/GDS and the DB/SDS shall be required prior to using drilled piles at interior bents.

⁽³⁾Minimum one testing location per bent allowed in Aiken, Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Chesterfield, Clarendon, Colleton, Darlington, Dillon, Dorchester, Florence, Georgetown, Hampton, Horry, Jasper, Kershaw, Lee, Marion, Marlboro, Orangeburg, Sumter, and Williamsburg Counties.

All testing locations taken for deep foundations shall extend below the anticipated pile or drilled shaft tip elevation a minimum of 3 times the diameter/width of the shaft/pile or a minimum of 2 times the minimum pile group dimension, whichever is deeper. All testing locations taken for shallow foundations shall extend beneath the anticipated bearing elevation as indicated in the following table:

Table 2, Minimum Depth of Investigation

Shallow Foundation Case	Minimum Testing Depth ⁽¹⁾
$L < 2B$	2B
$2B \leq L \leq 5B$	3B
$L > 5B$	4B

⁽¹⁾Beneath the anticipated bearing elevation

L = Length of spread footing;

B = Width of spread footing (minimum side dimension of footing)

All bridge foundations (deep and shallow) bearing on rock shall have a minimum of 5 feet of rock coring.

For the purposes of embankments and Earth Retaining Structures (ERS), the bridge embankment extends from the toe of slope beneath the bridge to a point beyond the bridge end that is either approximately 3.25 times the height of the bridge backwall or the point where the failure surface with the highest resistance factor exits the top of the slope beyond the bridge, whichever is larger.

All ERSs shall have a minimum of 2 testing locations per ERS with additional testing locations performed at least every 50 feet along the ERS line, if the ERS is within the bridge embankment. ERSs in the roadway embankment shall have a minimum of 2 testing locations per ERS with additional testing locations performed at least every 100 feet along the ERS line. ERSs with heights of less than 5 feet do not require a geotechnical exploration unless in the opinion of the GEOR an exploration is required. Except if the ERS is part of a compound slope (i.e. the ground surface either slopes up from the top of the wall or slopes down from the bottom of the wall). Mechanically Stabilized Earth (MSE) walls shall have testing locations at both the wall line and within the reinforced zone at the same intervals specified above. The testing locations within the reinforced zone shall be located approximately a distance equal to the wall height from the wall line. Anchored walls shall have testing locations at both the wall line and within the anchored zone at the same intervals specified above. The testing locations within the anchored zone shall be located approximately a distance equal to the height of the wall from the wall line. The testing at the locations indicated shall extend to depths sufficient to effectively evaluate all the limit states for the roadway structure. At a minimum, the testing locations shall extend to a depth of at least twice the height of the wall beneath the anticipated bearing elevation or to auger refusal, whichever is shallower.

2.2 Geotechnical Analysis

- **LRFD**

These projects will be designed using LRFD design methodologies as contained in the GDM and the latest version of the AASHTO LRFD Bridge Design Specifications. All load (γ) and resistance (ϕ) factors are provided in the tables below (Tables 4 through 9). The following paragraphs indicate changes to the current GDM and shall supersede the requirements of the current GDM.

- **EE I Analysis**

As indicated in Exhibit 4b, these bridges will have a Seismic Design Category (SDC) of A. Based on an SDC A for these bridges, no soil shear strength loss (SSL) or pseudo-static slope stability analyses will be required for slopes or ERSs.

- **Acceleration Design Response Spectrum**

An acceleration design response spectrum curve will not be developed for these projects. Therefore an S_{D1-SEE} of 0.25 g shall be used for all projects west of US Highway 1 and an S_{D1-SEE} of 0.45 g shall be used east of US Highway 1. Any bridge that crosses from the west to the east side of US Highway 1 shall use an S_{D1-SEE} of 0.45 g.

- **Design**

Considerations used in selecting the appropriate foundation system should follow the approach outlined in Chapter 3 of Design and Construction of Driven Pile Foundations – Volume I, September 2016, FHWA-NHI-16-009, GEC 12 – Volume I.

Shallow foundations may be used on these projects; however, scour protection will be required to prevent the possible undermining of shallow foundations.

All slope and ERS stability analyses shall be conducted using the Spencer's method for static design as well as utilizing circular and block failure surfaces. Settlement analyses shall be required if 3 feet or greater of additional fill are required to achieve the finished grade or if the bridge replacement is off the current alignment. If settlement analyses are performed, the displacement requirements contained in Tables 10 to 12 shall be met. In addition, embankments meeting the criteria presented in Table 3 are not required to have global slope stability analyses. Global

instability under Service limit state loads is not allowed; therefore, no displacement of the slope is allowed. All slopes and ERSs must be statically stable (i.e. $\phi \leq 0.75$) at the Service Limit State.

Table 3, No Global Slope Stability Analysis

Embankment Slope	Total Embankment/Slope Height ⁽¹⁾
2H:1V	≤ 10 ft
3H:1V or flatter	≤ 15 ft

⁽¹⁾Includes the design scour depth

There are 4 potential types of ERSs, rigid gravity, flexible gravity, cantilevered and in-situ reinforced. For ERSs with wall heights less than or equal to 7-1/2 feet, no global slope stability analysis will be required. If the ERS is part of larger slope (i.e. the ground slopes up behind the wall or down in front of the wall) a detailed design will be required. However if the ground both in front and behind the wall has a slope of 10H:1V or flatter it is not considered to be part of a larger slope. In addition, no external loads shall be allowed (i.e. no vehicular traffic or parked vehicles) on the ERSs. All ERSs shall have a positive batter of 1 inch in 60 inches (1:60). All walls shall have appropriate drainage. It is noted that the wall maximum ERS height of 7-1/2 feet precludes the use of in-situ reinforced walls which typically have a minimum height of 10 feet; therefore, in-situ reinforced walls shall not be considered.

Rigid gravity walls shall conform to the requirements of the most current SCDOT Standard Drawing for Concrete Gravity Wall, if available. All flexible gravity walls shall be constructed using modular blocks. Use a B-3 geogrid as the reinforcement for these walls (see SC-M-203-2 – *Geogrid Soil Reinforcement*). Place the reinforcement at every other level of block vertically not to exceed 18 inches. The reinforcement shall have a minimum length of 7-1/2 feet measured from the front face of the wall. The coverage of the reinforcement shall be 100 percent. Granular backfill shall be used for these walls. A template drawing is available on the SCDOT website.

All cantilevered walls shall have a minimum of 15 feet of penetration beneath the finished grade in front of the wall if global stability analysis is not being performed. Cantilevered walls may have a penetration less than 15 feet, but shall be fully designed to include, but not limited to global stability analysis. All fascia panels used with H-piles and timber lagging shall be designed to resist lateral earth pressures. This requirement is based on the anticipated life of these structures and the anticipation of the complete deterioration of the timber lagging over the life of the structure.

Table 4, Resistance Factors for Shallow Foundations

Performance Limit	Limit States	
	Strength	Service
Soil Bearing Resistance (Soil)	0.45	N/A
Soil Bearing Resistance (Rock)	0.45	N/A
Sliding Frictional Resistance (Cast-in-place Concrete on Sand)	0.80	N/A
Sliding Frictional Resistance (Cast-in-place or Precast Concrete on Clay)	0.85	N/A
Sliding Frictional Resistance (Precast Concrete on Sand)	0.90	N/A
Sliding Soil on Soil	0.90	N/A
Sliding Passive Resistance (Soil)	0.50	N/A
Lateral Displacement	N/A	1.00
Vertical Settlement	N/A	1.00

Table 5, Geotechnical Resistance Factors for Driven Piles

Analysis and Method of Determination	Limit States		
	Strength		Service
	Redundant	Non-Redundant	
Nominal Resistance Single Pile in Axial Compression (soil) with Wave Equation ⁽¹⁾	0.50	0.40	N/A
Nominal Resistance Single Pile in Axial Compression (rock) with Wave Equation ⁽¹⁾	0.60	0.50	N/A
Nominal Resistance Single Pile in Axial Compression with High Strain Load Testing (PDA) and calibrated Wave Equation ⁽²⁾	0.65	0.55	N/A
Nominal Resistance Single Pile in Axial Compression with Rapid Load Testing For Friction Piles. Dynamic Monitoring (PDA) of test pile installation and calibrated Wave Equation ⁽²⁾	0.65	0.55	N/A
Pile Group Block Failure (Clay)	0.60	N/A	N/A
Nominal Resistance Single Pile in Axial Uplift Load with No Verification	0.35	0.25	N/A
Group Uplift Resistance	0.50	N/A	N/A
Single or Group Pile Lateral Load Geotechnical Analysis (Lateral Displacements)	1.00	1.00	1.00
Single or Group Pile Vertical Settlement	N/A	N/A	1.00
Pile Driveability – Geotechnical Analysis	1.00	1.00	N/A

⁽¹⁾Applies only to factored loads less than or equal to 600 kips

⁽²⁾Dynamic testing is required on at least 2 piles per pile type and per “site”, but no less than 2% of the total production piles per pile type for each approved hammer type used.

Table 6, Resistance Factor for Drilled Shafts

Performance Limit			Limit States		
			Strength		Service
			Redundant	Non-Redundant ⁽¹⁾	
Nominal Resistance Single Drilled Shaft in Axial Compression ⁽²⁾	Clay	Side	0.55	0.45	N/A
		Tip	0.50	0.40	N/A
	Sand	Side	0.65	0.55	N/A
		Tip	0.60	0.50	N/A
	IGM	Side	0.70	0.60	N/A
		Tip	0.65	0.55	N/A
	Rock	Side	0.60	0.50	N/A
		Tip	0.60	0.50	N/A
Nominal Resistance Single Drilled Shaft in Axial Uplift Load (Side Resistance)		Clay	0.45	0.35	N/A
		Sand	0.55	0.45	N/A
		IGM	0.55	0.45	N/A
		Rock	0.50	0.40	N/A
Drilled Shaft Group Block Failure (Clay)			0.55	N/A	N/A
Drilled Shaft Group Uplift Resistance			0.45	N/A	N/A
Single or Group Drilled Shaft Lateral Load Geotechnical Analysis (Structural Resistance)			N/A	N/A	1.00
Single or Group Drilled Shaft Lateral Load Geotechnical Analysis (Lateral Displacements)			N/A	N/A	1.00
Single or Group Drilled Shaft Vertical Settlement			N/A	N/A	1.00

⁽¹⁾If foundation is a hammerhead (one shaft and one column per bent) reduce the non-redundant resistance factor by 20 percent.

Table 7, Resistance Factors for Embankments (Fill / Cut Section)

Performance Limit	Limit States
	Service
Lateral Squeeze	0.75
Lateral Displacement	1.00
Vertical Settlement	1.00
Global Stability Embankment (Fill)	0.75
Global Stability Cut Section	0.75

Table 8, Resistance Factors for Rigid Gravity Retaining Walls

Performance Limit	Limit States	
	Strength	Service
Soil Bearing Resistance (Soil)	0.55	N/A
Soil Bearing Resistance (Rock)	0.55	N/A
Sliding Frictional Resistance (Cast-in-place Concrete on Sand)	1.00	N/A
Sliding Frictional Resistance (Cast-in-place or Precast Concrete on Clay)	1.00	N/A
Sliding Frictional Resistance (Precast Concrete on Sand)	1.00	N/A
Sliding Soil on Soil	1.00	N/A
Lateral Squeeze	N/A	0.75
Lateral Displacement	N/A	1.00
Vertical Settlement	N/A	1.00
Global Stability Fill Walls	N/A	0.75
Global Stability Cut Walls	N/A	0.75

Table 9, Resistance Factors for Flexible Gravity Retaining Walls

Performance Limit	Limit States
	Strength
Soil Bearing Resistance (Soil)	0.65
Soil Bearing Resistance (Rock)	0.65
Sliding Frictional Resistance (Soil on Soil)	1.00
Lateral Squeeze	N/A
Lateral Displacement	N/A
Vertical Settlement	N/A
Global Stability Fill Walls	N/A
Global Stability Cut Walls	N/A

Table 10, Embankment (Pavement) Performance Limits

Deformation ID No.	Service Limit State Performance Limit Description	
		Minimum Design Life (Years)
EV-01A	Maximum Settlement from Elastic Compression + Primary Consolidation + Secondary Compression along the profile grade ⁽¹⁾ that occurs during the duration of the construction of the embankment commences at the start of construction and terminates just prior to paving operations. This deformation is used to adjust borrow requirements, if necessary.	NL
EV-01B	Maximum Settlement from Primary Consolidation + Secondary Compression along the profile grade ¹ over the design life ⁽²⁾ of the embankment. The design life begins after the pavement has been placed (i.e. the settlement that occurs after EV-01A).	3"
EV-03	Maximum Differential Settlement from Primary Consolidation + Secondary Compression occurring longitudinally along the profile grade after the roadway has been paved. Differential ratio is shown in parenthesis for informational purposes. (Inches per 50 Feet of Embankment Longitudinally)	1" (1/600)

⁽¹⁾The longitudinal location of EV-01 shall be noted (i.e. at end bent, at end of approach slab, at Sta. XX+XX, etc.)

⁽²⁾Design life of 20 years shall be used.

NL – No Limit; however EV-01A shall be reported.

Table 11, Embankment Widening Performance Limits

Deformation ID No.	Service Limit State Performance Limit Description	
		Minimum Design Life (Years)
EV-04	Maximum Vertical Differential Settlement occurring transverse to the adjusted profile grade between the existing embankment and the new widened embankment after the roadway has been paved.	0.1” (1/60)

Table 12, Bridge/Embankment Transition Settlement Performance Limit

Deformation ID No.	Service Limit State Performance Limit Description	
	EV-05A	Maximum Differential Settlement (δ_v) between the bridge End Bent and the end of the Approach Slab after the roadway has been paved at the end of the pavement design life (20 yrs). The Approach Slab length (L_{Slab}) is measured in feet.
EV-05B	Maximum Differential Settlement (δ_v) between the bridge End Bent and a point 20 feet from either the “begin” or “end” of bridge after the roadway has been paved at the end of the pavement design life (20 yrs).	1” (1/240)

3.0 DELIVERABLES

Refer to Exhibit 4z for information regarding geotechnical deliverables.

EXHIBIT 4g

ENVIRONMENTAL DESIGN CRITERIA

1.0 GENERAL COMMITMENTS

The Agreement, Article X, includes details related to Environmental Compliance. The National Environmental Policy Act (NEPA) documents and other environmental information are provided in Attachment B. The Contractor shall avoid impacts to the environment to the maximum extent practicable. In cases where impacts cannot be avoided, the Contractor shall minimize impacts to the environment to the most practicable extent. As a minimum the Contractor shall include the following in the Project:

- 1) The Contractor is responsible for the preparation, revision, acquisition, and adherence to conditions of any permits required by federal, state, local laws or regulations.
- 2) The Contractor is responsible for any modifications or revisions to the environmental documents and permits that result from deviations in the project design and environmental impacts as stated in the environmental documents.
- 3) Fines assessed by any agencies to the Department as the result of the Contractor's non-compliance or violation of said permit provisions shall be paid by the Department and subsequently deducted from the Contractor's monthly pay estimate.
- 4) The Contractor shall coordinate all permitting through SCDOT's Environmental Services Office.

2.0 ENVIRONMENTAL DOCUMENT COMMITMENTS

The Contractor shall comply with all Environmental Commitments related to the Project. The following list of Environmental Commitments and instructions serves as a guideline for the relationship between SCDOT and the Contractor as it pertains to fulfilling the Environmental Commitments for the Project.

2.1 S-34 Programmatic Categorical Exclusion (PCE)

- 1) USACE 404 permit shall be the responsibility of SCDOT. The contractor is only allowed minor deviations in the structure's configuration or filled area, including those changes in materials, construction techniques, or current construction codes or safety standards that are necessary to replace the bridge and approaches.

SCDOT/Contractor Responsibility

- 2) The contractor will be required to minimize possible water quality impacts through implementation of construction Best Management Practices (BMP), reflecting policies contained in 23 CFR 650B and the Department's *Supplemental Specifications on Seeding and Erosion Control Measures* (Latest

Edition). Other measures including seeding, silt fences, sediment basins, etc., as appropriate, will be implemented during construction to minimize impacts to Water Quality.

Contractor's Responsibility

- 3) Stormwater control measures, both during construction and post-construction, are required for SCDOT projects with land disturbance and/or constructed in the vicinity of 303(d), Total Maximum Daily Load (TMDL), Outstanding Resource Waters (ORW), tidal, and other sensitive waters in accordance with the SCDOT's Municipal Separate Storm Sewer System (MS4) Permit. The contractor will be required to minimize potential stormwater impacts through implementation of construction BMPs, reflecting policies contained in 23 CFR 650 B and SCDOT's *Supplemental Specifications on Seed and Erosion Control Measures* (Latest Edition).

Contractor's Responsibility

- 4) The federal Migratory Bird Treaty Act, 16 USC § 703-711 (MBTA), states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The contractor shall notify the Resident Construction Engineer (RCE) at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The RCE will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. SCDOT shall responsible for the removal and management of any active bird nests.

Contractor/SCDOT Responsibility

- 5) The contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations during the construction phase of the project. If any such remains are encountered, the RCE will be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Archaeologist directs otherwise.

Contractor/SCDOT Responsibility

2.2 S-138 - Programmatic Categorical Exclusion (PCE)

- 1) USACE 404 permit shall be the responsibility of SCDOT. The contractor is only allowed minor deviations in the structure's configuration or filled area,

including those changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair or replacement.

SCDOT/Contractor Responsibility

- 2) The contractor will be required to minimize possible water quality impacts through implementation of construction Best Management Practices (BMP), reflecting policies contained in 23 CFR 650B and the Department's *Supplemental Specifications on Seeding and Erosion Control Measures* (Latest Edition). Other measures including seeding, silt fences, sediment basins, etc., as appropriate, will be implemented during construction to minimize impacts to Water Quality.

Contractor's Responsibility

- 3) Stormwater control measures, both during construction and post-construction, are required for SCDOT projects with land disturbance and/or constructed in the vicinity of 303(d), Total Maximum Daily Load (TMDL), Outstanding Resource Waters (ORW), tidal, and other sensitive waters in accordance with the SCDOT's Municipal Separate Storm Sewer System (MS4) Permit. The contractor will be required to minimize potential stormwater impacts through implementation of construction BMPs, reflecting policies contained in 23 CFR 650 B and SCDOT's *Supplemental Specifications on Seed and Erosion Control Measures* (Latest Edition).

Contractor's Responsibility

- 4) The federal Migratory Bird Treaty Act, 16 USC § 703-711 (MBTA), states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The contractor shall notify the Resident Construction Engineer (RCE) at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The RCE will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. SCDOT will be responsible for the removal/management of any active bird nests.

Contractor/SCDOT Responsibility

- 5) The contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick

concentrations during the construction phase of the project. If any such remains are encountered, the RCE will be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Archaeologist directs otherwise.

Contractor/SCDOT Responsibility

- 6) The contractor and subcontractors shall not impact federal lands associated with the Sandhills National Wildlife Refuge. The contractor shall be relegated to work within existing right of way to avoid impacts to the Refuge. No material or equipment storage or project staging is allowed within the Refuge. No clearing or fill activities will be performed within federal lands associated with the Sandhills National Wildlife Refuge.

Contractor's Responsibility

2.3 S-243 Programmatic Categorical Exclusion (PCE)

- 1) USACE 404 permit shall be the responsibility of SCDOT. The contractor is only allowed minor deviations in the structure's configuration or filled area, including those changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair or replacement.

SCDOT/Contractor Responsibility

- 2) The contractor will be required to minimize possible water quality impacts through implementation of construction Best Management Practices (BMP), reflecting policies contained in 23 CFR 650B and the Department's *Supplemental Specifications on Seeding and Erosion Control Measures* (Latest Edition). Other measures including seeding, silt fences, sediment basins, etc., as appropriate, will be implemented during construction to minimize impacts to Water Quality.

Contractor's Responsibility

- 3) Stormwater control measures, both during construction and post-construction, are required for SCDOT projects with land disturbance and/or constructed in the vicinity of 303(d), Total Maximum Daily Load (TMDL), Outstanding Resource Waters (ORW), tidal, and other sensitive waters in accordance with the SCDOT's Municipal Separate Storm Sewer System (MS4) Permit. The selected contractor would be required to minimize potential stormwater impacts through implementation of construction BMPs, reflecting policies contained in 23 CFR 650 B and SCDOT's *Supplemental Specifications on Seed and Erosion Control Measures* (Latest Edition).

Contractor's Responsibility

- 4) The federal Migratory Bird Treaty Act, 16 USC § 703-711 (MBTA), states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The contractor shall notify the Resident Construction Engineer (RCE) at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The RCE will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. SCDOT shall be responsible for the removal and management of any active bird

Contractor/SCDOT Responsibility

- 5) The contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations during the construction phase of the project. If any such remains are encountered, the RCE will be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Archaeologist directs otherwise.

Contractor/SCDOT Responsibility

2.4 S-757 Programmatic Categorical Exclusion (PCE)

- 1) USACE 404 permit shall be the responsibility of SCDOT. The contractor is only allowed minor deviations in the structure's configuration or filled area, including those changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair or replacement.

SCDOT/Contractor Responsibility

- 2) The contractor will be required to minimize possible water quality impacts through implementation of construction Best Management Practices (BMP), reflecting policies contained in 23 CFR 650B and the Department's *Supplemental Specifications on Seeding and Erosion Control Measures* (Latest Edition). Other measures including seeding, silt fences, sediment basins, etc., as appropriate, will be implemented during construction to minimize impacts to Water Quality.

Contractor's Responsibility

- 3) Stormwater control measures, both during construction and post-construction,

are required for SCDOT projects with land disturbance and/or constructed in the vicinity of 303(d), Total Maximum Daily Load (TMDL), Outstanding Resource Waters (ORW), tidal, and other sensitive waters in accordance with the SCDOT's Municipal Separate Storm Sewer System (MS4) Permit. The selected contractor would be required to minimize potential stormwater impacts through implementation of construction BMPs, reflecting policies contained in 23 CFR 650 B and SCDOT's *Supplemental Specifications on Seed and Erosion Control Measures* (Latest Edition).

Contractor's Responsibility

- 4) The federal Migratory Bird Treaty Act, 16 USC § 703-711 (MBTA), states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The contractor shall notify the Resident Construction Engineer (RCE) at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The RCE will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. SCDOT shall responsible for the removal and management of any active bird

Contractor/SCDOT Responsibility

- 5) The contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations during the construction phase of the project. If any such remains are encountered, the RCE will be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Archaeologist directs otherwise.

Contractor/SCDOT Responsibility

EXHIBIT 4z

PROJECT DESIGN DELIVERABLES

1.0 GENERAL

This exhibit describes the makeup of submittal packages used for Design Review.

2.0 SUBMITTAL PACKAGES

SUBMITTAL PACKAGE CONTENTS	HARD COPIES
Preliminary Submittal Packages	
Preliminary Road Submittal Packages shall include:	
<ul style="list-style-type: none"> • Preliminary Road Plans 	1 HS
<ul style="list-style-type: none"> • Conceptual Work Zone Traffic Control Plans* 	
<ul style="list-style-type: none"> • Preliminary Roadway Drainage Design Report 	
Preliminary Bridge Submittal Packages shall include:	
<ul style="list-style-type: none"> • Preliminary Bridge Plans 	1 HS
<ul style="list-style-type: none"> • Preliminary Hydraulic Design Report 	
Right-of-Way Submittal Packages	
Right of Way Submittal Packages shall include:	
<ul style="list-style-type: none"> • Right-of-Way Plans 	
<ul style="list-style-type: none"> • Conceptual Work Zone Traffic Control Plans* 	
<ul style="list-style-type: none"> • Right-of-Way Drainage Design Report 	
Final Submittal Packages	
Final Road Submittal Packages shall include:	
<ul style="list-style-type: none"> • Final Roadway Plans 	1 HS
<ul style="list-style-type: none"> • Work Zone Traffic Control Plans 	
<ul style="list-style-type: none"> • Final Roadway Drainage Design Report 	
<ul style="list-style-type: none"> • Geotechnical Summary Report for Low Volume Bridges 	
Final Bridge Submittal Packages shall include:	
<ul style="list-style-type: none"> • Final Bridge Plans 	1 HS
<ul style="list-style-type: none"> • Final Bridge Hydraulic Design Report 	

EXHIBIT 4z – PROJECT DESIGN DELIVERABLES

<ul style="list-style-type: none"> • Geotechnical Summary Report for Low Volume Bridges 	
RFC Submittal Packages	
RFC Road Submittal Packages shall include:	
<ul style="list-style-type: none"> • RFC Roadway Plans 	1 FS
<ul style="list-style-type: none"> • RFC Roadway Drainage Design Report 	
<ul style="list-style-type: none"> • RFC Work Zone Traffic Control Plans 	
<ul style="list-style-type: none"> • RFC Design Calculations 	
<ul style="list-style-type: none"> • Geotechnical Summary Report for Low Volume Bridges 	
RFC Bridge Submittal Packages shall include:	
<ul style="list-style-type: none"> • RFC Bridge Plans 	1 FS
<ul style="list-style-type: none"> • RFC Design Calculations 	
<ul style="list-style-type: none"> • RFC Bridge Hydraulic Design Report 	
<ul style="list-style-type: none"> • Geotechnical Summary Report for Low Volume Bridges 	
FEMA Code and Standard Documentation	
<ul style="list-style-type: none"> • Memorandum 	
<ul style="list-style-type: none"> • Attachment A - Design References 	
<ul style="list-style-type: none"> • Attachment B - Specific References 	
<ul style="list-style-type: none"> • Attachment C - Roadway Criteria 	
<ul style="list-style-type: none"> • Attachment D - Hydro Summary 	
<ul style="list-style-type: none"> • Attachment E - Final Hydro Reports and HECRAS Files 	
<ul style="list-style-type: none"> • Attachment F - Bridge Calculations 	
<ul style="list-style-type: none"> • Attachment G - Geotechnical Reports 	
Construction Submittals (including, but not limited to)**	
<ul style="list-style-type: none"> • Traffic Management Plan 	
<ul style="list-style-type: none"> • Foundation Installation Plan Submittals 	

• Foundation Testing Submittals	
• Hazardous Materials Testing Submittals	
• Shop Plans	
• Working Drawings	
• NPDES Submittals	
• Revised Permit Drawings	
• As-Built Signing Plans	

* If ROW plans are not anticipated, these plans shall be included with the preliminary road plans.

** Reviews for these submittals are not held to the standard periods as outlined in Article II, Section D of the Agreement.

3.0 SUBMITTAL PACKAGE CONTENTS

3.1 All Submittals Packages

- Partial submittal of the required contents of the preliminary, right of way, or final submittal packages will not be allowed.
- Perform a thorough QC review of the submittal packages prior to submitting them to SCDOT.
- Digital or inked signatures are allowable for RFC documents. However, only one method of signature, digital or inked, is allowed per Project ID.
- Plans shall be submitted electronically as a landscape 22"x36" pdf file.
- Reports shall be submitted electronically as a portrait 8.5"x11" pdf file. Larger sheets may be included for charts, diagrams, etc.
- At the request of SCDOT or its representative, Contractor shall submit calculations and/or design files, including computer aided drafting files for review with a submittal package.

3.2 Preliminary Submittal Packages

3.2.1 Preliminary Road Plans

- The plans shall include, but not be limited to, the following:
 - title sheet
 - roadway typical section
 - strip map, including property closures
 - roadway plan and profile
 - cross sections
 - clearing limits on plan view and cross sections

- drainage features
- existing right-of-way
- proposed right-of-way

3.2.2 Preliminary Bridge Plans

- The plans shall include, but not be limited to, all items described in Chapter 3 of the SCDOT Bridge Design Manual.

3.2.3 Preliminary Drainage Design Reports

- Preliminary Roadway Drainage Design Reports shall include, but not be limited to, the following:
 - Pre/post outfall summaries
 - HW/D summaries for crosslines
 - Open channel designs
 - Field Investigation and Pipe Inspection Report
- NPDES permitting

3.2.4 Preliminary Road & Bridge Geotechnical Reports

- The geotechnical reports shall include, but not be limited to, the following:
 - all items described in Chapter 21 of the SCDOT Geotechnical Design Manual and the latest design memorandums

3.2.5 Preliminary Bridge Hydraulic Design Report

- Preliminary Bridge Hydraulic Design Reports shall include, but not be limited to, the following:
 - Preliminary Hydraulic Model Design and Supporting Documentation including Hydrology Data Sheets, the Hydraulic Design and Risk Assessment Form, and the NEPA Bridge Replacement Scoping Trip Risk Assessment Forms (for each applicable location)
 - HECRAS Model files

3.3 Address permitting requirements (for each applicable location) Right-of-Way Submittal Packages

3.3.1 Right-of-Way Plans

- The plans shall include, but not be limited to, the following:
 - title sheet
 - roadway typical section
 - strip map, including property closures

- right-of-way data sheet
- roadway plan and profile
- cross sections (include sediments basins, dams and crosslines)
- clearing limits on plan view and cross sections
- drainage features
- erosion control features and data sheet
- existing right-of-way
- proposed right-of-way

3.3.2 Conceptual Work Zone Traffic Control Plans

- The plans shall include, but not be limited to, the following:
 - Staging Narrative
 - Concept Staging Plans
 - Widening/Rehabilitation Typical Sections for each Stage of Construction and any critical points
 - Where additional Right-of-Way is warranted for the purposes of Staging
 - Separation of Adjacent Travel Lanes / Traffic Splits as described in the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design
 - Where the travel lane leaves the existing roadway bed or direction on new alignment (transition area) and returns (termination area)

3.3.3 Right-of-Way Drainage Design Reports

- Roadway Drainage Design Reports shall include, but not be limited to, the following:
 - Updates to the preliminary roadway drainage designs
 - Inlet spacing calculations and bridge deck drainage calculations
 - Geopak drainage and Hw/D summaries
 - Storm sewer system profiles for the design storm and the 50-yr event at sag locations
 - Sediment and erosion control designs
 - Water quality and post construction designs

3.4 Final Submittal Packages

3.4.1 Final Road Plans

- The plans shall include, but not be limited to, the following:
 - title sheet
 - roadway typical section
 - strip map, including property closures
 - right-of-way data sheet
 - roadway plan and profile

- cross sections
- clearing limits on plan view and cross sections
- drainage features (include drainage tables per Plan Preparation Guide behind each drainage sheet)
- existing right-of-way
- proposed right-of-way
- summary of estimated quantities
- strip map including property closures
- sediment and erosion control designs and data sheet
- proposed barrier locations
- permanent signing plans
- permanent pavement markings plans

3.4.2 Final Bridge Plans

- The plans shall include, but not be limited to all items described in Chapters 3 and 6 of the SCDOT Bridge Design Manual. Partial submittal of the required contents of the final set of plans will not be allowed for this project. However, the Contractor may divide the bridge into segments, with each segment having a stand-alone final set of plans which accounts for interaction of adjacent segments.

3.4.3 Work Zone Traffic Control Plans

- The plans shall be in accordance with the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design and all other applicable design references listed in Exhibit 4 and include detour plans if applicable.
- All requirements for preparation and submittal of the Transportation Management Plan shall also apply to the Work Zone Traffic Control Plans and any Detour Plans.

3.4.4 Final Road & Bridge Geotechnical Reports

- The geotechnical reports shall include, but not be limited to, the following:
 - all items described in Chapter 21 of the SCDOT Geotechnical Design Manual and the latest design memorandums
 - design details and plan notes along with data that are consistent with that shown in the final bridge and road plans
 - Contractor's designer shall prepare the required geotechnical bridge and roadway plan sheets that clearly detail any geotechnical requirements outlined in the reports

3.4.5 Final Drainage Design Report

- Final Roadway Drainage Design Reports shall include, but not be limited to, the following: Updates to the Right-of-Way Roadway Drainage Designs Report

3.4.6 Final Hydraulic Design Report

- Final Bridge Hydraulic Design Reports shall include, but not be limited to, the following:
 - Final Hydraulic Model Design and Supporting Documentation including all updated forms
 - Final HECRAS Model files
 - Scour Study- plot the scour lines on the bridge plan and profile sheet
 - Address “No Impact” Certifications (for each applicable location)
- Include the hydrology data for bridges, culverts and pipes greater than 48 inches on the bridge triple profile sheets

3.5 RFC Submittal Packages

- RFC submittal packages shall be submitted once all comments have been closed on all submittals for each phase (ex. Preliminary/ROW/Final/RFC) of a segment or structure and a request for RFC plans has been issued by the Construction Office.
- After all comments are closed, no changes shall be made to the design deliverables before providing a RFC submittal package.
- Insert RFC Plans into plan folders as detailed in the SCDOT Plan Preparation Guide and the SCDOT Bridge Design Manual if not submitted with digital signatures.
- The Engineer of Record, a licensed and registered Professional Engineer in the State of South Carolina, shall sign and seal all RFC plans and reports. RFC documents shall be original documents if not submitted with digital signatures.
- RFC documents submitted with digital signatures shall comply with the SCDOT Digital Signatures Manual.
- A complete set of design calculations shall be included with the RFC submittal package and at any point prior when requested by SCDOT.

3.6 Revisions to RFC Plans and Reports

- After providing a RFC submittal package, any subsequent changes to the RFC plans and reports will be considered revisions. Revisions shall be denoted as detailed in the design manuals or as directed by the Department.

3.7 FEMA Code and Standard Documentation Memorandum

- The Contractor shall provide a memorandum and attachments similar to those outlined in the Project Information Package for each FEMA project sites (S-34, S-243, and S-757). This documentation shall be provided with the Final RFC plan submittal as a separate submittal package.

3.8 Traffic Management Plan

- The Contractor shall submit a Traffic Management Plan in accordance with the document, Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines.
- All components of the Transportation Management Plan shall be submitted for review by SCDOT and must be approved before any construction activities can begin.

3.9 Foundation Installation Plan Submittals

- Prepare Drilled Foundation Installation Plans (DFIP) and/or Pile Installation Plans (PIP) in accordance with the SCDOT Standard Specifications for Highway Construction, 2007 Edition. Submit all foundation installation plan submittals electronically. The Contractor's designer shall review and approve all DFIP and PIP (including pile driving criteria) prior to submitting the foundation installation plans to SCDOT for review and acceptance. SCDOT will review the foundation installation plans and provide either acceptance or comments. The Contractor's designer shall resolve all comments prior to re-submittal to SCDOT. SCDOT will review the DFIP and/or the PIP only to verify that the specifications have been addressed. The Contractor shall provide a supplement to the report containing the actual field conditions encountered and as-built foundation data and information after construction of the foundations is complete.

3.10 Foundation Testing Submittals

- Submit to SCDOT an electronic copy of all applicable foundation testing reports for all bridge and roadway structures to include but not limited to Shaft Load Test and Pile Driving Analyzer test reports.

3.11 Hazardous Materials Testing Submittals

- The Contractor shall submit to SCDOT:
 - Results of any hazardous materials analytical testing of sampled or excavated subsurface materials as outlined in the Agreement.
 - Manifests of all hazardous materials requiring disposal.

3.12 Shop Plans

- Route all approved shop plans to SCDOT D/B Group for review, approval and distribution
- Do not commence fabrication and construction/erection until after SCDOT distributes the shop plans.
- Submit shop plans, as defined by the Standard Specifications for Highway Construction, to the Contractor's designer(Engineer of Record) for review and approval.
- The shop plans and calculations shall be signed and sealed and dated according to the SCDOT Standard Specifications by the responsible engineer, registered as a Professional Engineer in the State of South Carolina.
- Provide shop plan submittals that meet the criteria of Subsection 725.1.1 of the Standard Specifications for Highway Construction.
- The Contractor's Engineer of Record (EOR) shall stamp the shop plans "approved" either in the submittal form or on individual sheet to indicate the shop plans have been reviewed and accepted by the EOR prior to submittal to SCDOT/D/B no matter who sealed the shop plans.
- After reviewing the plans, SCDOT D/B will either approve the plans or reject with comments. Rejection of plans might be through the more formal Transmittal Form and /or phone, email communication with Designer or Fabricator.
- If shop drawings are rejected with comments, the Contractor's designer shall coordinate with the fabricator to make revisions prior to resubmitting to the SCDOT D/B for further review.

3.13 Working Drawings

- Route all approved working drawings and design calculations to the SCDOT Construction Office for approval and distribution.
- Do not commence construction/erection until after SCDOT/ Construction Office(CO) distributes the drawings and calculations.
- Provide working drawings and design calculation submittals that meet the criteria of Subsection 725.1.2 of the Standard Specifications for Highway Construction.
- The responsible engineer, registered as a Professional Engineer in the State of South Carolina, shall seal, sign, and date all design calculations and working drawings. SCDOT/ Construction Office will review the working drawings and design calculations only to verify that the specifications have been addressed.
- The Contractor's designer shall stamp the working drawings and design calculations "approved" prior to submittal to SCDOT/ Construction Office. SCDOT/CO will approve and distribute the drawings and calculations.

- Submit Working Drawings, as defined by the Standard Specifications for Highway Construction, to the Engineer of Record (EOR) for review and approval prior to submitting to SCDOT/CO for approval.
- SCDOT/Construction Office will review the drawings and calculations and either provide acceptance of the drawings as prepared or provide comments for revision.
- If comments are provided, the Contractor's designer (EOR) shall coordinate with the Contractor to review the comments and revise the drawings and calculations accordingly prior to resubmittal to SCDOT for further review.

3.14 NPDES Submittals

- The appropriate level of design and review shall be completed prior to any NPDES package submittal.

3.15 Revised Permit Drawings

- Contractor shall provide to SCDOT revised permit drawings that show ROW limits that differ from those in the approved USACE Permit.

3.16 As-Built Signing Plans

- A complete as-built set of signing plans, including SignCAD copies of all layouts, shall be submitted to the SCDOT as directed by the Director of Traffic Engineering at the conclusion of the project.

EXHIBIT 5

SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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SPECIAL PROVISIONS

(1) SECTION 101: 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 this letting. For this design-build project, the time of the letting is the most recent Standard Highway Letting that occurred on or before the Final RFP release date. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_Disclaimer.aspx. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room 122 (College Street Entrance) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system (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.

(2) SECTION 102: IMMINENT STANDARD DRAWINGS

On the Standard Drawings search page, entre 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.

No imminent drawings are currently required on this project, but contractor is encouraged to review available imminent drawings for bidding upcoming projects. Imminent Drawings will be made available as soon as they are signed

(3) SECTION 102: STANDARD DRAWING ERRATA:

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

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

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

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

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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On sheet **720-405-00 (ver May 2009)** Detail 2 replace dimension 2’-6” maximum with:

2’-6” minimum

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

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

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

French Drain see note 4.5.

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

Delete (SF)

Replace text “up to 36” with “up to 3’X3’ ”

Replace text “larger than 36” with “larger than 3’X3’ ”

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

Riprap (Bridge End)

On website, sheets designated as **805P* (Pre-MASH)** are available for use when MASH eligible devices are not available. Connect these devices to strong post details of the pre-MASH standards available in the 2016 edition of the SCDOT Standard Drawings.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

On sheet **805P-655-M1 (ver Jan 2011)** replace note 30.4 with the following:

30.4 Install adhesive anchors to a depth sufficient to develop a minimum factored (reduced) ultimate tensile capacity of 21 kips per anchor bolt. Increase minimum embedment shown in detail 4 as required by adhesive manufacturer’s recommendations for the existing material properties, anchor bolt pattern, edge conditions, and any other design reduction.

(4) SECTION 103: BONDS AND INSURANCE:

Bonds and Insurance consists of all Bonds and Insurance required of the contractor. A maximum allowable amount of 2.0% of the total contract amount will be paid on the first pay estimate after work begins. If there is a remaining amount of the lump sum price for Bonds and Insurance after payments are made according to the limit above, then the remaining amount will be paid on the final estimate.

If special insurance is required by the contract provisions, such as railroad or coastal insurance, no maximum limit will apply to this bid item.

Item No.	Pay Item	Unit
1032010	BONDS AND INSURANCE	LS

(5) SECTION 103: MOBILIZATION – SUBCONTRACTOR:

Mobilization – Subcontractor consists of the preparatory operations for subcontractors including: moving personnel and equipment to the project site; paying bond and insurance premiums; establishing offices, buildings, and other facilities necessary for work on the project; and all other preparatory work or costs incurred before beginning work on the project.

Mobilization - Subcontractor is paid at the lump sum price bid, which price and payment is full compensation for organizing and moving all subcontractor forces, supplies, equipment and incidentals to the project site, regardless of the number of times such moves are made. The price and payment also includes costs for demobilization.

When the item Mobilization – Subcontractor is included in the bid items, payment will be made on the first four construction estimates. Each payment is for 25% of the lump sum price for Mobilization - Subcontractor, subject to the maximum total limit of 5.0% of the total contract amount.

If there is a remaining amount of the lump sum price for Mobilization after payments are made according to the limit above, then the remaining amount is paid after all work on the project has been completed and accepted.

Partial payment for this item in no way acts to preclude or limit any of the provisions of partial payments otherwise provided for by the Contract or these specifications.

Payment for this item includes all direct and indirect costs and expenses required to complete the work.

Pay items under this section include the following:

Item No.	Pay Item	Unit
1031100	MOBILIZATION – SUBCONTRACTOR	LS

(6) SECTION 106: SOURCE OF PRODUCTION OF IRON AND STEEL PRODUCTS:

Delete Paragraph 1 of Subsection 106.11 of the Standard Specifications and replace it with the following:

“On this project where steel or iron materials are used, all manufacturing processes for iron and steel material, including tie wire for reinforcing steel, must occur in the United States in accordance with

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

23 CFR Section 635.410(b)(1)(ii). This requirement includes the application of coating for these materials. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.”

(7) SECTION 106: SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

Delete Paragraph 3 of Subsection 106.1 of the Standard Specifications and replace it with the following:

“When materials, components, or elements that are not specifically covered in the Standard Specifications, Supplemental Specifications, Supplemental Technical Specifications, or Project Special Provisions are proposed to be incorporated into the work, submit to the RCE a specification covering the proposed material, component, or element for review and acceptance prior to incorporating it into the work. Ensure that such materials, components, or elements meet the requirements of the AASHTO specifications that were effective as of the date of the Final RFP. If the materials, components, or elements are not covered in the AASHTO specifications, ensure that they meet the requirements of the ASTM specifications that were effective as of the date of the Final RFP. Submission of a specification for a material, component, or element not covered in the Standard Specifications, Supplemental Specifications, Supplemental Technical Specifications, or Project Special Provisions does not guarantee approval for use on the Project.”

(8) SECTION 106: PLANT/FABRICATOR INSPECTION:

Subsection 106.4, **Plant Inspection**, of the Standard Specifications shall be amended with the following:

Change the subsection title to **Plant/Fabricator Inspection** and add the following sentence after the first sentence:

“Provide 14 calendar days written notice to the Materials and Research Engineer prior to beginning fabrication work for Department projects.”

(9) SECTION 106: QUALIFIED PRODUCT LISTINGS:

All references to “Approval Sheet” or “Approval Policy” are to be replaced with “Qualified Products Listings (QPL)” and “Qualified Products Policies (QPP)” respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

(10) SECTION 106: SOUTH CAROLINA MINING ACT:

The South Carolina Mining Act Supplemental Specification dated March 20, 2003 is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

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

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

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

accordance with SC-M-810 (latest version) which can be found at http://www.scdot.org/doing/road_SupTechSpec.aspx.

(11) SECTION 107: PROJECT BULLETIN BOARDS:

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

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

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

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

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

(13) SECTION 107: 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.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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

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

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

(15) 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:

- A. **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. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. 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.
- B. **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.
- C. **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.

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

June 13, 1990

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

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

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

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

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

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

March 1, 2010

- A. The contractor's attention is directed to the requirements of Section I.2 in Form FHWA 1273 that is included in your contract documents as the Supplemental Specification "Required Contract Provisions Federal-Aid Construction Contracts". Section I.2 requires that "the contractor shall insert in each subcontract all of the stipulations contained in the Required Contract Provisions". This requirement also applies to lower tier subcontractors or purchase orders. These provisions must be physically included in your subcontracts. A reference to the applicable specification will not suffice.
- B. The contractor's attention is directed to the requirements of the Supplemental Specification "Standard Federal Equal Employment Opportunity Construction Contract Specifications". Section 2 requires that the provisions of this specification must be physically included in each subcontract with a value of \$10,000 or greater.
- C. The contractor's attention is directed to the requirements of the Equal Employment Opportunity Performance certifications in the Proposal Form Certifications and Signatures section of the contract. Section 1 concerning Equal Employment Opportunity must be physically included in each subcontract.
- D. Prior to the issuance of formal approval, all DBE subcontracts must include a signed copy of the subcontract agreement between the Prime Contractor and the DBE Subcontractor.
- E. Prior to the issuance of formal approval, of any DBE haulers, the contractor must submit a signed copy of the hauling agreement.
- F. The contractor's attention is further directed that sections 1, 2, 3, 8, 9, and 11 of Form FHWA 1273, or Sections 1, 3, 8 and 10 of Form 1316 (for Appalachian contracts only) must be physically included in each purchase agreement with a value of \$10,000 or greater with a vendor or supplier, and in open-end contracts where individual purchases are less than \$10,000 but where the total purchases accumulate to \$100,000 or more per year.

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

A. GENERAL

For Design Build Projects, PROPOSER shall comply with the Disadvantaged Business Enterprises (DBE) Supplemental Specification, dated July 26, 2017, except as specifically modified pursuant to this special provision. This special provision modifies the timing and steps for which the PROPOSER is to obtain DBE commitments for a design build project. The DBE goal on this project is six percent of the contract price.

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B. DBE PROGRAM RELATED CERTIFICATIONS

By submitting a proposal and by entering into any contract on the basis of that proposal, the PROPOSER certifies to each of the following DBE Program-related conditions and assurances:

1. That the PROPOSER agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the DBE Supplemental Specifications setting forth the SCDOT's DBE Program requirements.
2. PROPOSER shall comply fully with the DBE Program requirements in the execution and performance of the Contract. PROPOSER acknowledges that failure to comply may result in any one or more of the sanctions listed in the SCDOT's DBE Supplemental Specification.
3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract, PROPOSER certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The PROPOSER further certifies that the PROPOSER shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a PROPOSER and a DBE whereby the DBE promises not to provide quotations for performance of work to other PROPOSERS is prohibited.
4. PROPOSER shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The PROPOSER, by submitting its proposal, certifies the DBE participation information that will be submitted within the required time as specified herein is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific item(s) that each listed DBE firm will perform, and the dollar amounts of the participation of each listed DBE.
5. By submitting its proposal, the PROPOSER certifies that good faith efforts will be made on work that it proposes to subcontract; and that it will seek out and consider DBE firms as potential subcontractors and sub-consultants. The PROPOSER shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.
6. PROPOSER shall comply fully with all contractual and legal requirements of the USDOT DBE Program and SCDOT DBE Program, and shall cause each DBE firm participating in the Contract to fully perform the designated work items with the DBE firm's own forces and equipment under the DBE firm's direct supervision, control, and management. Where a contract exists and where the PROPOSER, DBE firm, or any other firm retained by the PROPOSER has failed to comply with federal or SCDOT DBE Program requirements, SCDOT has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the PROPOSER any remedies available at law or provided in the contract.
7. If a bond surety assumes the completion of work, if for any reason the SCDOT has terminated the PROPOSER, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original PROPOSER in accordance with the requirements of this contract.

C. DBE PROGRAM COMPLIANCE PROCEDURES

1. DBE Utilization Plan
 - a. Within thirty (30) calendar days from the effective date of the Agreement, the PROPOSER shall submit to the SCDOT a DBE Utilization Plan for review and approval. This plan shall include the following information:
 - 1) The various work elements the PROPOSER anticipates subcontracting to DBE firms in order to meet the established contract goal;
 - 2) The expected dollar amount and contract percentages of each work element to be applied towards meeting the contract goal; and

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

- 3) Anticipated timeframes for which PROPOSER expects DBE subcontracts to be executed for each of the work elements identified.
 - b. The SCDOT will not accept or review any design submittals from the PROPOSER nor make any progress payments until the DBE Utilization Plan is approved by SCDOT. However, failure to promptly submit the DBE Utilization Plan will not delay the SCDOT's issuance of the Notice to Proceed thereby commencing Contract Time.
 - c. As the Project proceeds through the design phase, the PROPOSER may submit revisions to the approved DBE Utilization Plan, if necessary, for the SCDOT's consideration and approval. Reasons for the revisions shall be documented by the PROPOSER and included in the revision request.
 - d. In the DBE Utilization Plan submittal, CONTRACTOR shall designate and make known to the SCDOT a DBE liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26, the SCDOT's DBE Supplemental Specifications, and this Special Provision.
 - e. After approval of the DBE Utilization Plan, PROPOSER may begin submitting DBE Committal Sheets for review and acceptance at the monthly Progress Meetings.
2. Establishing DBE Committals
 - a. The PROPOSER shall aggressively implement the approved DBE Utilization Plan by submitting DBE Committal Sheets listing specific DBE firms to carry out the identified work elements. **The use of DBE firms and the information to be provided on the DBE Committal Sheet shall be as instructed in Part A of the SCDOT's DBE Supplemental Specification.**
 - b. The PROPOSER shall obtain the SCDOT's approval of all subcontracts as set forth in the SCDOT DBE Supplemental Specification.
 - c. PROPOSER shall not unilaterally terminate, substitute for, or replace any DBE firm listed on the Committal Sheet in whole or in part with another DBE, any non-DBE firm, or with the PROPOSER's own forces without the prior written consent of SCDOT as set forth in the SCDOT DBE Supplemental Specification.
 - d. The PROPOSER's Final DBE Committal Sheet, signed quotes are to be submitted to the SCDOT 30 days prior to beginning of construction activities. If the PROPOSER fails to meet the deadline, SCDOT shall withhold progress payments until the Final DBE Committal Sheet is submitted. Construction shall not begin until all DBE Committal Sheets are received by SCDOT. If the Final DBE Committal Sheet falls short of the DBE contract goal, the PROPOSER shall submit good faith efforts documentation in accordance with Part A of the DBE Supplemental Specification. This information is due within three (3) business days following the due date of the Final DBE Committal Sheet. If upon review of the Final DBE Committal Sheet, good faith efforts documentation and, if necessary, the findings of the Reconsideration Panel, the PROPOSER fails to meet the contract DBE goal or demonstrate good faith, the SCDOT will withholding monthly progress payments until compliance with DBE contract goal or PROPOSERs good faith efforts have been accepted by SCDOT.
 3. Progress Review Meetings / Monthly Updates
 - a. Implementation of the PROPOSER's DBE Utilization Plan shall be a discussion point during each progress review meeting (as required in the Agreement) until such time as the SCDOT deems it a closed issue. The PROPOSER's DBE liaison officer shall attend all progress review meetings until such time the issue is closed. At each progress review meeting, the DBE liaison officer shall provide a summary of the PROPOSER's progress towards implementing the DBE Utilization Plan as well as provide an updated DBE Committal sheet.
 - b. The PROPOSER shall provide the SCDOT monthly updates of its progress in accomplishing the DBE Utilization Plan. Monthly updates must include a copy of the

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

latest committal sheet, signed quotes and copies of executed DBE subcontracts. The SCDOT's approval date of the DBE Utilization Plan will establish the date for which monthly updates are required of the PROPOSER.

- c. The SCDOT, at its discretion, may withhold progress payments if the PROPOSER fails to submit monthly updates or any other submittal requirement on time or if the SCDOT believes the efforts of the PROPOSER in implementing the DBE Utilization Plan are insufficient.
4. PROPOSER's Obligation Post DBE Committal
- a. Once a firm is listed on the DBE Committal sheet, the PROPOSER shall administer the subcontract with the firm in accordance with the instructions provided in Part B of the SCDOT DBE Supplemental Specification.
 - b. It is the PROPOSER's responsibility to comply with all elements of the SCDOT's DBE Program and to continuously pursue DBE participation as the project progresses. If the PROPOSER's Final DBE Committal Sheet and good faith efforts fall short of meeting the project goal and/or payments to committed DBE firms were less than the committed amounts, SCDOT may impose one of the sanction set forth under Part B of the SCDOT DBE Supplemental Specifications.
 - c. PROPOSER, for itself, for its design build team, and for its subcontractors and suppliers, whether certified DBE firm or not, commits to complying fully with all federal and state DBE provisions and agrees to assume these contractual obligations and to bind the design build team contractually to the same at the PROPOSER's expense.

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

August 7, 1991

A. LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS

1. Responsibilities:

The Contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations. If any such cultural remains are encountered, the Resident Construction Engineer shall be immediately notified and all work in the vicinity of the discovered materials or site shall cease until the Department's Staff Archaeologist or the State Highway Engineer directs otherwise.

2. Applicability:

This provision covers all areas of ground disturbance resulting from this federal - aid contract, including but not limited to road construction, Department designated borrow pits, Contractor furnished borrow pits, and/or staging areas.

3. Cost Reimbursement and Time Delays:

Any extra work required by A(1) above within the project right of way or on Department designated borrow pits (see below) will be paid for in accordance with Subsection 104.05 of the Standard Specifications. Extra contract time may be provided under Subsection 108.06 of the Standard Specifications for archaeological work within the project right of way or on designated borrow pits.

NOTE: On Contractor furnished borrow pits the contractor is not entitled to any additional time or money for delay on impact resulting from A(1) above or for extra work required by A(1) above. Therefore, contractors may wish to retain professional archaeological services to better ensure that borrow pit areas are cleared of archaeological/historical remains prior to use on Federal aid projects.

B. APPROVAL OF DESIGNATED BORROW PITS ON FEDERAL AID PROJECTS (PLANT SITES WHICH QUALIFY AS COMMERCIAL ARE NOT INCLUDED)

In instances where the Department specifically designates the location of borrow pits on project plans or in contract specifications for use on a Federal aid project, an archaeological survey will be performed by Department archaeologists prior to award of contract.

This provision also applies to designated disposal sites, staging areas, haul roads, and job site field offices.

(20) SECTION 107: MONITORING OF CONSTR.-RELATED EARTHBORNE VIBRATIONS:

July 8, 2015

A. DESCRIPTION

The project construction will generate vibrations that will travel through the earth, which will subsequently be received or “sensed” by nearby structures and inhabitants. Specific procedures that will generate earthborne vibrations during bridge and roadway construction include (but are not limited to) the installation of piles, earthquake drains, shoring walls, general foundation construction, and vibratory compaction of unclassified or borrow excavation. To mitigate the risk of vibration-related damage to nearby structures, this specification outlines the Contractor’s responsibility for performing a program of pre-construction condition assessment and vibration monitoring during construction.

This specification is based, in part, on AASHTO R 8-96 (2004) *Standard Recommended Practice for Evaluation of Transportation-Related Earthborne Vibrations*. As discussed in AASHTO R 8-96 (2004), humans respond to a much broader range of vibration frequencies and intensities than structures. Intrusive vibration levels can annoy humans at much lower intensities than levels considered critical for structures. Thus, occupants of adjacent properties may perceive that the construction-induced vibrations may present risk to their structures. The recommended safe vibration limits are intended to mitigate the risk of structure damage, and more specifically, reduce the development of “threshold cracks” or cosmetic cracking. Such cracks may appear at lower vibration levels than the level at which architectural or minor structural damage would be expected to occur.

B. PRE-CONSTRUCTION CONDITION ASSESSMENT

The Contractor shall retain a geotechnical engineering firm to perform a pre-construction condition assessment to document the conditions of nearby buildings and other sensitive nearby structures prior to the beginning of construction. The assessment shall be performed on all properties adjacent to the project site and any other properties as directed by the Engineer. The assessment shall include any structures within 300 feet of any vibration inducing construction activity. The assessment should include video and photographic documentation of all exteriors and interiors, and installation of crack monitors on cracks that might propagate due to construction vibrations. All documentation of existing building conditions and information concerning the type and location of crack monitors shall be presented to the Engineer in a report prior to construction.

C. CRACK MONITORING DURING CONSTRUCTION

During all construction, the Contractor shall perform periodic readings of the crack monitors that were installed during the pre-construction condition assessment. All readings shall be provided to the Engineer within 48 hours of taking the reading. Provided that the crack readings confirm that vibrations are not contributing to increasing the crack width, the crack monitors may be read once per week. More frequent readings may be directed by the Engineer during activities that are expected to have greater earthborne vibrations (e.g., pile driving). If the crack readings suggest that vibrations from the project site are contributing to crack width, then the Contractor shall immediately notify the Engineer and review those activities that are generating the earthborne vibrations. The Contractor and his or her geotechnical firm shall then submit a detailed plan for repair, perform the repair at no cost to the Department and develop and submit

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for review a revised construction plan to address the vibration problems and minimize further damage and complaints.

D. VIBRATION MONITORING DURING CONSTRUCTION

1. Procedure - The Contractor shall monitor vibrations at no less than four locations at each specific site of construction activity along the perimeter of the project during all foundation and embankment construction activities. The locations shall be selected by the Contractor based on the location of the construction activities and their relative position to nearby offsite structures. Prior to construction, a plan of the monitoring locations shall be submitted to the Engineer for acceptance. The locations of the vibration monitors shall be adjusted during construction with acceptance by the Engineer. The vibration monitors shall be established at the site so that background vibrations may be determined prior to beginning foundation or embankment construction. The sensitivity range of the seismograph shall be selected so that the recording is initiated below the maximum allowable particle velocity shown in Figure 1 and extends above the highest expected intensity. Specific activities of the vibration source shall be indexed in time to allow correlation with the arrivals on the vibration
2. Project Vibration Criteria - The maximum allowable particle velocity is shown in Figure 1. If the data from the monitors indicate that vibrations are exceeding the established criteria, then the Contractor shall immediately notify the Engineer and suspend those activities which are generating the earthborne vibrations, until the Contractor and his or her geotechnical firm have developed a revised construction plan to resolve the problem. The problem shall be resolved at no additional cost to the Department.
3. Instrumentation – The vibration monitors shall consist of digital seismographs that display the particle velocities and associated frequencies plotted against the criteria for this project (i.e., Figure 1). Each seismograph shall contain geophones with response capability in three mutually perpendicular axes or components: one vertical and two horizontal (radial and transverse). The frequency response of the geophones shall be linear from at least 4 Hz to more than 200 Hz. The sensitivity shall range from less than 0.02 in/sec to more than 5.0 in/sec. The BlastMate III by InstanTel is one type of seismograph that is suitable for this project.
4. Calibration and Instrument Use - The Contractor shall field calibrate the vibration monitors before the start of each recording period. The transducer shall be positioned with the longitudinal axis toward the vibration source. Transducers must be adequately coupled with the ground. Operation of all vibration monitors shall be in accordance with the instrument manufacturer's instructions and recommendations. Vibration records shall be collected in waveform plot or strip chart plot. The peak vector sum of the particle velocity in longitudinal, transverse, and vertical planes shall be shown along with the respective dominant or principle frequencies. The highest recorded particle velocity (i.e., the vector sum of the three orthogonal directions), when indexed to a particle vibration event, shall be reported as the peak particle velocity. The recorded peak particle velocity shall be compared to criteria appropriate for the subject of concern.
5. Complaints - In the event of a complaint, the Contractor shall immediately contact the Engineer and review those construction activities that are inducing vibrations into the earth. The Contractor shall prepare a report documenting all relevant data such as the time and date presented in the complaint, a description of the construction activities during the subject time/date, data from the monitoring instruments for the subject time/date, complaint information and a description (including photographs, if possible) of the alleged damage. The Contractor and his or her geotechnical firm shall then submit a detailed plan for repair, perform the repair at no cost to the Department and develop and submit for review a revised construction plan to address the vibration problems and minimize further damage and complaints.

E. METHOD OF MEASUREMENT

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In addition to the pre-construction condition assessment report, the Contractor shall also provide monthly reports containing the results of the crack monitors and vibration monitors during those activities that generate earthborne vibrations, including (but not limited to) ground improvement and foundation construction. The reports shall document that the Contractor is providing the work described by this specification.

F. BASIS OF PAYMENT

Payment shall be made in proportion with the percent of the project that is complete. Final payment of the remaining lump sum balance shall be made when vibration monitoring is complete as approved by the Engineer. Payments shall be made under:

Item No.	Pay Item	Pay Unit
1075001	MONITORING OF CONSTRUCTION-RELATED EARTHBORNE VIBRATIONS	LS

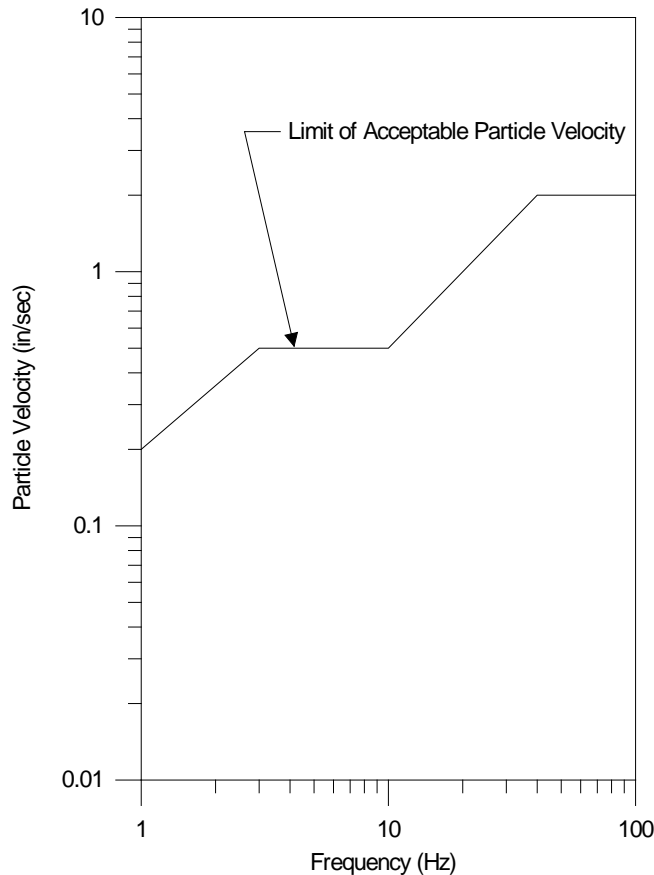


Figure 1 - Vibration Criteria (adapted from AASHTO R8-96)

(21) SECTION 107: COMMUNITY AND PUBLIC RELATIONS PLAN:

SCDOT will take the lead role on this project and be responsible for a portion of the public information efforts. Unless noted otherwise elsewhere in this RFP, the SCDOT responsibilities include:

- A. Developing and maintaining the project website
- B. Soliciting and administering advertisements and media announcements, as deemed necessary

The Contractor shall coordinate with the Department to promote public awareness for this project. The amount of public involvement required for this project is directly based on the Contractor's

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Transportation Management Plan and construction details. The Design- Build Team's responsibilities shall include:

- A. Providing details surrounding the impacts to the public
- B. Providing advance notice to the Department of upcoming project impacts
- C. Assisting the Department in the development of the target audience list
- D. Attending and/or speaking at public meetings
- E. Hand delivery of time sensitive informational materials
- F. Preparing advertisements and media announcements
- G. Preparing and forwarding direct mailers, flyers, and other promotional materials as necessary
- H. If required, organizing public meetings, including venue selection, reservation and fee

The Contractor shall hold an initial project coordination meeting with SCDOT at least one month prior to start of construction to discuss project impacts to the public. This information will be used by the Contractor to create a Public Information Plan.

The Contractor shall inform the Department at least twenty-one (21) calendar days in advance of any construction activity that will have significant impact on the public, including, but not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work and project completion.

The Contractor will develop, with the assistance of SCDOT, the specific list of target audiences for this project. The following groups are identified as typical target audiences to receive informational materials:

- A. State Senator(s) and Representative(s)
- B. Chairman of the County Council
- C. County Administrator/Manager
- D. County Planner
- E. City Mayor (as appropriate)
- F. City Manager (as appropriate)
- G. Transportation services
- H. Emergency services
- I. Neighborhood groups and private homes
- J. Industry and businesses
- K. Chamber(s) of Commerce
- L. Individual schools effected by the project
- M. Public School District(s) and Transportation Office(s)
- N. Post Office
- O. Any other organization as deemed necessary by the Department

The minimum public information requirements solely associated with the Transportation Management Plans shall include, but not be limited to the following:

Public Meetings - If Beginning of Construction meeting for area businesses and residents is held, attending and I or speaking at this event.

Distribution of Informational Materials - For beginning of construction and for all road closures with detour routes, the Contractor shall be responsible for delivering time sensitive informational material provided by the SCDOT directly to portions of the target audience. If the Contractor informs the Department of the aforementioned activities less than twenty-one (21) calendar days in advance, the Contractor shall hand deliver the informational materials to the impacted target audiences.

The Department will be responsible for establishing, creating, maintaining and updating the project website for this project. However, throughout the project duration, the Contractor shall coordinate with the RCE to ensure the accuracy of the aforementioned project website. At a minimum, the Contractor shall designate a contact for public information inquiries and coordination. Throughout

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construction, at a minimum, this contract shall provide bi-weekly updates to the RCE, including, but not limited to, traffic control phasing, graphic illustrations, project pictures, etc.

The Contractor shall include in their Total Cost to Complete, all costs associated with their involvement in the Community and Public Relations Plan.

(22) SECTION 108: PARTNERING:

A. COVENANT OF GOOD FAITH AND FAIR DEALING

This Contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The CONTRACTOR and Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

1. Each will function within the laws and statutes applicable to their duties and responsibilities.
2. Each will avoid hindering the other's performance.
3. Each will proceed to fulfill its obligations diligently.
4. Each will cooperate in the common endeavor of the Contract.

B. PARTNERING

The Department encourages the foundation of cohesive partnering with the CONTRACTOR and its principle subcontractors and suppliers. This partnering is not a legal partnership as defined by South Carolina law. Partnering will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with the Contract.

The establishment of a partnering charter will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the Contract. Any cost associated with effectuating partnering will be agreed to by the Department and the CONTRACTOR and will be shared equally between them.

(23) SECTION 109: FUEL ADJUSTMENT INDEXES:

No fuel adjustment will be made on this Project.

(24) SECTION 109: REFERENCES TO UNIT PRICING:

Except listed below, any references in the contract documents to unit price, measurement, and payment, are typical references for design-bid-build contracts and are not applicable to the extent they effect payment on Design-Build contracts. The Design-Build contractor's schedule of values shall provide sufficient detail to compare work progress to the contractor's schedule and determine appropriate periodic payments.

The following Special Provisions contain unit rate and payment information specifically applicable to this Design-Build contract:

SECTION 401: HOT MIX ASPHALT (HMA) QUALITY ASSURANCE

SECTION 401: HOT-MIX ASPHALT RIDEABILITY

SECTION 701: NON-CONFORMING CONCRETE

(25) SECTION 202: REMOVAL OF EXISTING GUARDRAIL:

Section 202.4.4.3 applies on this project.

(26) SECTION 202: RECLAIMING EXISTING ROADWAY:

A. DESCRIPTION

This work consists of the restoration of paved areas. These areas are typically shown as hatched areas on the plans when outside the construction limits.

B. MATERIALS

None

C. CONSTRUCTION REQUIREMENTS

1. Asphalt Pavement with Earth Base: Remove and dispose of areas of pavement shown as hatched areas on the plans. Grade the area to properly drain. Seed the area in accordance with Section 810.
2. Asphalt Pavement with Stone Base: Remove and dispose of areas of pavement and base shown as hatched areas on the plans. Grade the area to properly drain. Seed the area in accordance with Section 810.
3. Earth roadway or Bituminous Surfacing with Earth Base: Scarify existing areas of roadway. Grade the area to properly drain. Seed the area in accordance with Section 810.
4. Bituminous Surfacing with Stone Base: Remove and dispose of areas of pavement and base shown as hatched areas on the plans. Grade the area to properly drain. Seed the area in accordance with Section 810.

Suitable materials may be used for embankment construction on the project. In the event that removed materials are used for embankment construction a corresponding deduction in Unclassified Excavation will be made by the Resident Construction Engineer.

D. MEASUREMENT

Removed asphalt pavement greater than 2 inches in depth will be measured by the square yard. Removed bituminous surfacing with stone base will be measured by the cubic yard. Removed stone base will be measured by the cubic yard. Scarified areas will not be measured for payment.

E. PAYMENT

Removed asphalt pavement which is greater than 2 inches in depth will be paid at the unit price bid for Removal and Disposal of Existing Asphalt Pavement. Removed bituminous surfacing with stone base will be paid for at the unit price bid for Unclassified Excavation. Removed stone base will be paid for at the unit bid price for Unclassified Excavation. No payment will be made for scarifying earth roadway or bituminous surfacing with earth base. No separate or additional payment will be made for grading necessary to obtain proper drainage.

(27) SECTION 202: STAGED REMOVAL OF EXISTING BRIDGES:

For existing bridges that will be removed in stages, maintain stability of the existing structure at all times while traffic is on the bridge. At a minimum, replace tie rods after removal of any slab sections and maintain bracing on the existing piles at all times while traffic is on the bridge.

(28) SECTION 203: BORROW EXCAVATION:

Section 203.2.1.8 of the Standard Specifications is amended by adding the following:

Ensure that all borrow material placed on embankments meet or exceed the requirements for total and effective internal friction angle, cohesion, and total moist unit weight as specified by the geotechnical design engineer of record. These requirements shall be determined by the following tests:

- A. Internal friction angle determined from either direct shear (AASHTO T236) or triaxial (AASHTO T297) testing on remolded specimens performed by the Contractor.

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- B. Cohesion determined by triaxial (AASHTO T297) testing on remolded specimens performed by the Contractor.
- C. Total moist unit weight determined by standard proctor test (AASHTO T99) on remolded specimens performed by the Contractor.

Remold all samples to 95 percent of the maximum dry density as determined by the Standard Proctor test (AASHTO T99) and test at normal/consolidation stresses specified by the geotechnical design engineer of record. Conduct shear strength and soil classification testing (AASHTO M145) at the initial selection of the borrow pit, any subsequent changes in borrow pits, and for every 50,000 cubic yards of materials placed. This testing is in addition to the normal embankment and borrow sampling and testing requirements for classification and compaction in accordance with Section 203 and 205 of the SCDOT Standard Specifications for Highway Construction that are used for daily acceptance.

Perform additional shear strength testing and/or soil classification testing at no additional cost to the Department when the Department deems that the materials being placed appear to be different from those originally tested. Submit all test results to the RCE for approval prior to use in embankment construction. The RCE will also submit copies of the test reports to the Quality Assurance Engineer at the Office of Materials and Research. Use only qualified laboratories that are appropriately accredited by AASHTO to perform the test procedures required by this specification.

Do not use material derived from Unclassified Excavation to construct embankments unless that material meets the requirements for Borrow Material as stated above.

(29) SECTION 203: BORROW EXCAVATION (FOR SHOULDERS):

This work shall consist of satisfactory placement of all materials necessary to bring the shoulder grade to within 2 inches of the final pavement edge grade. The Contractor shall furnish all earth material necessary to eliminate any edge of final pavement to shoulder gradient differential that exceeds 2 inches. The quantities shown on the plans are the Engineering estimate of the number of units that will be necessary for this project, actual field measurements may cause these quantities to vary.

Selected materials shall be used for this operation. The selected material shall consist of a friable material such as topsoil, etc., containing grass roots and having the properties of being comparatively porous, capable of growing grass and of a stable nature in that when compacted it will resist erosion and be capable of supporting vehicles when relatively wet. When the area where material is to be placed, is greater than 4 feet in width, it shall be scarified and/or disked to a minimum depth of 3 inches prior to placing any material. Scarifying or disking is not required for areas less than 4 feet in width. Borrow shall be mixed with the existing scarified and/or disked shoulder material in such a manner as to provide a seed bed in accord with Section 810.15 of the Standard Specifications. The Contractor has the option of placing the borrow material (a) Prior to placing final surface course or (b) Following the placing of the finished surface course.

The method of measurement will be the volume in cubic yards, determined in accordance with Section 203 of the Standard Specifications. The Contractor, at his option, may elect to base the quantity measured on the loose volume at the point of delivery by scaling and counting the loads, with a deduction of 35 percent made for shrinkage. All cost for borrow material including obtaining, hauling, and placing shall be included in the unit price.

(30) SECTION 203: BORROW PITS:

A. PERMITTING OF BORROW PITS

Prior to using borrow material from commercial or other borrow pits located wholly or in part in wetland areas, the contractor shall submit written evidence that operations to obtain fill material from the borrow pit(s) have received all appropriate and necessary authorizations from federal, state, and/or local authorities.

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Permitted Borrow Pits

If the appropriate federal, state, and local authorities have issued permits, the contractor shall provide to SCDOT copies of all permits issued for such borrow pit sites.

B. BORROW PITS WITHOUT SECTION 404 PERMIT

For borrow pit sites for which a Section 404 permit under the Clean Water Act has not been issued, the contractor shall provide SCDOT with copies of documentation provided by the contractor or its subcontractor(s) to the U.S. Army Corps of Engineers, which shall, at a minimum, clearly define the location of the borrow pits and any wetlands on the borrow pit site; describe the proposed activities and processes that will be used to prepare the site, obtain fill material from the site, and store material at the site; and request the U.S. Army Corps of Engineers to confirm in writing that no Section 404 permit is required for those operations. No operations shall take place at the borrow sites for at least thirty days from the date of the submission of confirmation request to the U.S. Army Corps of Engineers. After thirty-one days the contractor may begin work. The contractor shall also provide copies to SCDOT of any response(s) provided by the U.S. Army Corps of Engineers to its documentation.

C. RESPONSIBILITY

SCDOT has no obligation or duty to review, assess, evaluate, or act upon such documentation and maintains no authority or responsibility to alter, amend, reject, accept, or otherwise exercise any control over the contractor or subcontractor regarding compliance with Clean Water Act Section 404 and the implementing regulations for Section 404. Documentation submitted to SCDOT is for public information and coordination purposes only. The contractor is responsible for all costs related to the selection, operation, and/or activities at any borrow pit site in wetlands including fines, additional mitigation, and impact delays related to failure to obtain any and all necessary federal, state, and local permits and approvals for borrow pits and operations. Nothing herein shall affect in any way SCDOT's right to accept or reject any fill material not meeting the required technical specifications.

(31) SECTION 204: TEMPORARY SHORING WALL:

Subsection 204.4.5.2 of the Standard Specifications is amended to include the addition of the following section:

"The retaining wall system shall be designed to limit deformations (vertical and lateral displacements) that would affect the stability or performance of any adjacent structures (MSE walls, Bridge foundations, Pavement Structure, Approach Slabs, Embankment (stage construction), etc.). Deformations that must be limited shall include, but not be limited to, vertical settlement, sliding, bulging, bowing, bending, and buckling. Design criteria for allowable deformations shall be dependent on the type of structure that will be influenced by any deformation of the temporary shoring wall. Regardless of the type of structure being retained, the deformation criteria shall not exceed 3 inches without acceptance from the Geotechnical Design Support Engineer. An instrumentation plan for monitoring deformations of the temporary shoring and any adjacent structure shall be submitted along with the shop drawings. The instrumentation plan shall indicate the maximum allowable deformations of the temporary shoring and adjacent structures. Typical instrumentation used for monitoring deformations are survey targets, settlement monuments, crack gages, inclinometers, and tilt monitors. The monitoring locations shall be established in a manner that they can be monitored consistently and obtain repeatable measurements for the entire construction period. A monitoring schedule that the Contractor will use during construction will also be included with the instrumentation plan. The Contractor shall submit periodic monitoring reports to the RCE in accordance with the approved instrumentation plan. Any changes in frequency of monitoring or report submittal must be sent to the Geotechnical Design Support Engineer for acceptance. If the initial instrumentation plan is found not to be documenting adequately the movements of the temporary shoring or adjacent structures, the Contractor will revise the instrumentation plan and resubmit the revised plan for review and acceptance. If the measured deformations exceed the maximum allowable deformations shown in the instrumentation plan, the Contractor will be required to stop work immediately, and at his own expense, correct the situation to

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the satisfaction of the Department prior to resumption of construction activities. Extended monitoring after construction may be required if adjacent structures have been affected by the construction. The extended monitoring of the adjacent structures shall continue until the structures have stabilized and the Department concurs with the results and conclusions of the monitoring report. All costs associated with developing the instrumentation plan, purchasing instrumentation, installing instrumentation, and monitoring of the instrumentation shall be included in the unit cost of the temporary shoring item.”

(32) SECTION 205: HIGH-STRENGTH GEOTEXTILE FOR EMBANKMENT REINFORCEMENT:

April 21, 2015

A. DESCRIPTION

This work shall consist of furnishing and installing construction geotextiles in accordance with the details shown in the plans, specifications, or as directed by the RCE.

B. MATERIALS

A geotextile is defined as any permeable polymeric textile used with foundation, soil, rock, earth, or any other geotechnical engineering related material, as an integral part of a civil engineering project, structure, or system. Use geotextiles and thread used in joining geotextiles manufactured from fibers consisting of long-chain polymers, composed of at least 95 percent by weight of polyolefins or polyesters. Use geotextiles with fibers formed into a stable network such that the fibers or yarns retain their dimensional stability relative to each other, including selvages (edges) during shipping, handling, placement, and in service. Use geotextile free from defects or tears.

1. **Minimum Average Roll Values:** All property values, with the exception of Apparent Opening Size (AOS), represent Minimum Average Roll Values (MARV) in the weakest principal direction. Provide geotextiles whose average test results from any roll sampled in a lot for conformance or quality assurance testing meets or exceeds minimum values provided in this Section.
2. **Apparent Opening Size:** Values for Apparent Opening Size (AOS) represent maximum average roll values. Acceptance will be based on ASTM D 4759.
3. **Reinforcement Geotextile:** Use reinforcement geotextile within existing and/or proposed fills for slope reinforcement.

Furnish geotextiles meeting the property requirements outlined in Table 1.

Table 1: High Strength Geotextile Properties (Design Requirements)^{1,2}

Property	Test Method	Geotextile Property Requirements
Long-Term Design Strength, T_{al} , MD		22,800 lb/ft
Long-Term Design Strength, T_{al} , XD		2,280 lb/ft
Sewn Seam Breaking Strength ³	ASTM D4884	900 lbs/ft
AOS	ASTM D4751	$\leq (1.0 \text{ to } 2.0)D_{85(\text{soil})}$
Permeability	ASTM D4491	$\geq 10k_{\text{soil}}$
Default Pullout Friction Factor, F^*	ASTM D6706	$0.6 \tan \phi$
Default Alpha, α	ASTM D6706	0.6
Ultraviolet Stability	ASTM D4355	$\geq 50\%$ after 500 hrs of exposure

- Notes:
1. The test procedures shall conform to the most recently approved ATSM geotextile test procedures.
 2. All numeric values represent Minimum Average Roll Value (MARV).
 3. Applies to factory or field sewn seams.

4. Source Approval and Certification

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Prior to construction, the Contractor shall submit to the Resident Construction Engineer (RCE) a Certification Package prepared by the geotextile reinforcement manufacturer. The Contractor shall allow 21 calendar days from the day the submittals are received by the RCE for review and acceptance. Submit the following information regarding each geotextile proposed for use:

- a. Manufacturer's name and current address;
- b. Full product name/number, including roll number;
- c. Geosynthetic material (i.e. polymer type) and structure (including fiber/yarn type);
- d. Proposed geotextile use(s); and
- e. Certified test results for the properties outlined in Table 1 and below in Section 4.

The Certification shall state that the furnished geotextile soil reinforcement is in full compliance with the design requirements as stated in this specification and the design drawings and is fit for use in long-term critical soil reinforcement applications. In addition to the minimum required properties in Table 1, the submittal shall also certify the following values for each geotextile soil reinforcement used on the project:

- a. The ultimate tensile strength, T_{ULT} , (MARV) for geogrid soil reinforcements, MD/XD
- b. The tensile strength at 5% strain, MD
- c. The creep reduced tensile strength, MD
- d. The geotextile's pullout coefficients (F^* , α)

The Contractor's submittal package shall include, but not be limited to, actual test results for tension, creep, durability, construction damage, joint/seam strength, pullout and quality control. A person having the legal authority to bond the manufacturer shall attest to the certificate. Any tests required shall be performed at no additional cost to the Department. If in the opinion of the RCE, the required documentation is not provided for individual reduction factors (RF) or pullout coefficients (F^* , α), default values for these design parameters shall be used in accordance with this specification.

a. Ultimate Tensile Strength (T_{ult}):

The ultimate tensile strength, T_{ult} , shall be determined from wide width tensile tests (ASTM D 4595). Geotextile samples tested in accordance with ASTM D 4595 shall be with an 8-inch width specimen, or a 4-inch specimen width with correlation to an 8-inch width. Correlation methodology shall be submitted to, and is subject to acceptance by the RCE. All geotextile strength tests (ASTM D 4595 and ASTM D 6637) shall be conducted at a strain rate of 10% per minute based on actual gage length necessary to meet the testing sample dimension requirements. Laboratory test results documenting the ultimate tensile strength, T_{ult} , in the reinforcement direction shall be based on the minimum average roll values (MARV) for the product.

b. Long-Term (Allowable) Design Tensile Strength (T_{al}):

The allowable tensile load per unit width of geotextile soil reinforcement, T_{al} , in accordance to the backfill type used shall be computed as follows:

$$T_{al} = \frac{T_{ult}}{RF}$$

c. Reduction Factor (RF):

The total reduction factor, RF, is the combined reduction factor for long-term degradation due to installation damage, creep, and durability. The total reduction factor, RF, shall be defined as follows:

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$$RF = RF_{ID} \times RF_{CR} \times RF_D \geq 3.0$$

The individual reduction factors shall be documented in accordance with the site conditions, design calculations, and specifications. When sufficient documentation is not provided for individual reduction factors, RF_{ID} , RF_{CR} , and RF_D , a reduction factor RF of 7.0 shall be used. The reinforcement manufacturer shall certify and document the individual reduction factors as follows:

d. Installation Damage Reduction Factor (RF_{ID}):

The reduction factor for installation damage, RF_{ID} , shall be documented by field and laboratory test results and literature review, as described in ASTM D 5818 for the reinforced backfill specified or for more severe soils. Samples subjected to installation damage shall be tested for tensile strength and deformation characteristics in accordance with ASTM D 4595. Recommended values for reduction factors for installation damage (RF_{ID}) for various soils shall also be documented. The minimum installation damage reduction factor, RF_{ID} , shall be 1.1, regardless of product specific test results.

e. Creep Reduction Factor (RF_{CR}):

Laboratory test results documenting creep performance over a range of load levels, for a minimum duration of 10,000 hours based on tension creep test (ASTM D 5262) shall be required. Creep test samples shall be of sufficient width to be representative of overall product creep response (fiber creep testing will not be accepted).

The creep-limiting strength, T_1 , shall be based on extrapolating the 10,000 hours (or longer duration) tension creep tests to a 75-year design life, unless a 100-year design life is specified in the plans. The creep extrapolation method shall be based on methods described in FHWA NHI-10-025, "*Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes*" - Appendix "D". Laboratory test results and extrapolation methodology shall be documented.

The reduction factor for creep, RF_{CR} , is defined as the ratio of the average lot specific ultimate tensile strength, T_{ULTLOT} , to the creep-limiting strength, T_1 . The average lot specific ultimate tensile strength, T_{ULTLOT} , for the lot of material used for creep testing, T_{ULTLOT} , shall be determined from wide width tensile test, ASTM D 4595.

f. Durability Reduction Factor (RF_D):

The total reduction factor for durability, RF_D , shall be defined as the combined effects of chemical and biological degradation. Laboratory test results, extrapolation techniques, and a comprehensive literature review shall document the reduction factor for durability for all material components in accordance with FHWA NHI-09-087, "*Corrosion / Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes*". The minimum durability reduction factor, RF_D , shall be 1.1, regardless of product specific test results.

g. Soil Reinforcement Pullout Coefficients (F^* , α):

The Certification Package shall document the pullout coefficients (F^* , α) meet or exceed the required coefficients necessary to obtain the T_{al} provided above where,

$$F^* = \text{Minimum pullout friction factor} = C_i \tan \Phi,$$
$$C_i = \text{Soil interaction coefficient} \geq 0.6$$
$$\Phi = \text{Soil Angle of Internal Friction}$$

The pullout friction factor, F^* , and the scale effect correction factor, α , shall be documented by laboratory testing from pullout tests. Pullout testing shall be conducted for site-specific materials or for materials representative of the reinforced backfill at confining

pressures specified by the Engineer. When laboratory tests are used from representative soils, the representative soils shall be documented by providing the soil's angle of internal friction, gradation, and coefficient of uniformity ($C_u = D_{60}/D_{10}$). Recommended pullout coefficients for various soil types shall also be documented. The pullout coefficients shall be determined by using the quick effective stress pullout tests ("Measuring Geosynthetic Pullout Resistance in Soil" per ASTM D 6706). The soil interaction coefficient, C_i , shall be documented when computing the pullout friction factor, F^* . When sufficient documentation is not provided for pullout coefficients, F^* and α , and the coefficient of uniformity, C_u , is greater or equal to 4, the default values indicated in this specification can be used. If the coefficient of uniformity of the reinforced backfill is less than 4, laboratory pullout test shall be required to determine pullout friction factor, F^* , and the default scale effect factor, α .

5. Sample Approval.

To confirm that the on-site geotextile meets the property values specified, random samples shall be submitted to the RCE for evaluation. The machine direction shall be marked clearly on each sample submitted for evaluation. The machine direction is defined as the direction perpendicular to the axis of the roll.

Cut a sample from the geotextile roll with the minimum dimensions of 4 feet by the full width of the roll beyond the first wrap. The geotextile samples shall be cut from the roll with scissors, sharp knife, or other suitable method that produces a smooth edge and does not cause geotextile ripping or tearing. Submit a manufacturer's certificate of compliance signed by an authorized manufacturer's official. The certificate must attest that the geotextile meets all the Minimum Average Roll Value (MARV) requirements specified in Table 1 as evaluated under the manufacturer's quality control program. Geotextiles supplied for construction of the project shall be certified in accordance with the following criteria. The tests described in the specification shall be conducted by the manufacturer or by an approved independent testing laboratory on samples taken from the same lot number as the material actually shipped to the project and at the specified frequency. The manufacturer or independent testing laboratory shall maintain the appropriate accreditations and must be preapproved by the Department. All rolls shall be marked with individual and distinct roll numbers. All roll numbers shall have traceable certified mill test reports from the given lot that they were manufactured. These test reports must be supplied to the Department prior to installation of any geotextile materials. After the sample and the required information have been submitted to the RCE, allow 30 calendar days for evaluation.

Product acceptance is determined by comparing the average test results of all specimens within a given sample to the Minimum Average Roll Values (MARV) listed in Table 1. Install geotextiles only after the material has been tested and/or evaluated and accepted. Replace all geotextiles installed prior to acceptance that do not meet specifications at Contractor's expense.

a. Sewn Seam Approval

If the geotextile seams are to be sewn in the field, the Contractor shall provide a section of sewn seam that can be sampled by the RCE before the geotextile is installed. The sewn seam shall be in accordance with ASTM 6193.

The seam sewn for sampling shall be sewn using the same equipment and procedures as will be used to sew the production seams. The seam sewn for sampling must be at least 6 feet in length. If the seams are sewn in the factory, the Contractor shall provide samples of the factory seam at random from any of the rolls to be used. Regardless of whether the seam is to be sewn in the factory or the field, the manufacturer and/or Contractor shall certify that the strength meets the requirement set forth in Table 1. If seams are to be sewn in both the machine and cross-machine direction, provide samples of seams from both directions. The seam assembly description shall be submitted by the

Contractor to the Engineer and will be included with the seam sample obtained for testing. This description shall include the seam type, stitch type, sewing thread type(s), and stitch density.

If sewn seams are used for seaming the geotextile, use thread that consists of high strength polypropylene or polyester. Do not use nylon thread. Use thread that is of contrasting color to that of the geotextile itself.

If the manufacturer can provide a T_{al} MD that is greater than the sum of the required T_{al} MD and sewn seam breaking strength (for each specified in the project plans), the sewn seams may be eliminated and a minimum overlap of 1 foot may be used.

6. Identification, Shipment and Storage

Conform to ASTM D 4873, *Standard Guide for Identification, Storage, and Handling of Geotextiles*. Clearly label each roll of geotextile shipped to the project with the name and address of the manufacturer, full product name/number, quantity, and roll number.

The RCE will reject materials that are mislabeled or misrepresented. Wrap each roll with a material that protects the geotextile, including ends of the roll, from damage due to shipment, water, sunlight, and contaminants. Maintain the protective wrapping during periods of shipment and storage. Do not damage the geotextile or wrapping when unloading or transferring from one location to another. Do not drag the rolls.

During storage, elevate geotextile rolls off the ground and adequately cover to protect them from the following:

- a. Site construction damage;
- b. Precipitation;
- c. Ultraviolet radiation including sunlight;
- d. Chemicals that are strong acids or strong bases;
- e. Flames including welding sparks, temperatures in excess of 140 °F (60 °C); and
- f. Mud, dirt, dust, debris and any other environmental condition that may damage the physical property values of the geotextile

C. CONSTRUCTION REQUIREMENTS

1. General

Prepare the surface on which the geotextile is to be placed so that no damage occurs to the geotextile. Do not drive or operate any construction equipment directly on the geotextile. Dispose of material with defects, rips, holes, flaws, deterioration, or other damage. Do not use defective material in the work. The manufacturer shall be present on site for a minimum of two days of geotextile installation such that the manufacturer observes any field-sewn seams.

2. Installation Plan

Within thirty (30) calendar days after award of the contract or no later than thirty (30) calendar days before beginning high-strength geotextile installation, the Contractor shall submit to the Department for review a high-strength geotextile installation plan that includes as a minimum the following information:

- a. The Contractor shall certify and provide proof to the Department of experience in the work described. The Contractor shall have successfully installed at least 500,000 square yards of any geotextile that has sewn seams during the last five years. In addition, the Contractor shall have successfully completed at least five projects within the last five years of similar size and complexity to that of the Project.

The Contractor's experience shall be documented by providing a project summary that includes for each referenced project, the project start and completion dates, total quantity of geotextile installed (specifically indicate if high-strength geotextile installed), and a detailed description of the project, site conditions, and subsurface conditions. The project description shall include details of the geotextile materials, the equipment and technique used to install the geotextiles, the average and maximum area of geotextile installed, the client name and address, the name and telephone number of the representative of the consultant and owner for whom the work was performed and who can attest to the successful completion of the work, and any other information relevant to demonstrating the Contractor's qualifications.

- b. Resume of supervisor documenting experience and qualifications in the installation of both normal and high-strength geotextile. The Contractor shall have a full-time supervisor who has been in responsible charge of supervising geotextile installation operations for at least five projects in the last five years. The supervisor shall be present at the work site at all times during installation operations. The acceptability of the supervisor, as well as any replacement for the supervisor, will be subject to the approval of the Department.
- c. Shop drawings showing the planned locations and elevations of all high-strength geotextiles. The installation sequence shall also be provided including any required staging. The shop drawings shall also show the location of the bridge abutment, and the limits of the final embankment and construction staging.
- d. Detailed description of proposed installation procedures
- e. Proposed methods and equipment for sewn seams

3. Site Preparation

Prepare the installation site by clearing, grubbing, and excavating or filling the area to the design grade. This includes removal of topsoil or vegetation. The RCE will identify soft spots and unsuitable areas during site preparation. This may include but not be limited to proof-rolling specific areas defined by the RCE. Excavate these areas and backfill with approved borrow or bridge lift material and compact as specified. The area to be covered by the geotextile shall be graded to a smooth, uniform condition free from ruts, potholes, and protruding objects such as rocks or sticks.

The Contractor may construct a working platform, up to 2 feet in thickness, in lieu of grading the existing ground surface. A working platform is required where stumps or other protruding objects which cannot be removed without excessively disturbing the subgrade are present. These areas shall be prepared in accordance with the 2007 Standard Specifications for Highway Construction. The stumps shall be covered with at least 6 inches of fill before placement of the first geotextile layer.

4. Geotextile Placement

The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall be laid with the machine direction perpendicular or parallel to centerline as shown in Plans. All seams shall be sewn. Seams to connect the geotextile strips end to end will not be allowed. The geotextile shall not be left exposed to sunlight during installation for a total of more than 14 calendar days. The geotextile shall be laid smooth without excessive wrinkles. Under no circumstances shall the geotextile be dragged through mud or over sharp objects, which could damage the geotextile.

Small soil piles or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Remove wrinkles and folds by pulling the geotextile taut as required.

Should the geotextile be torn or punctured or the sewn joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill

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around the damaged or displaced area shall be removed and the damaged area repaired or replaced by the Contractor at no expense to the Department. The repair shall consist of a patch of the same type of geotextile placed over the damaged area. The patch shall be sewn at all edges.

If geotextile seams are to be sewn in the field or at the factory, the seams shall consist of two parallel rows of stitching, or shall consist of a J-seam, Type SSn-2. The two rows of stitching shall be 1 inch apart with a tolerance of plus or minus 0.5 inches and shall not cross, except for re-stitching. The stitching shall be a lock-type stitch. The minimum seam allowance, i.e., the minimum distance from the geotextile edge to the stitch line nearest to that edge, shall be 1.5 inches if a flat or prayer seam, Type SSa-2, is used. The minimum seam allowance for all other seam types shall be 1 inches. The seam, stitch type, and the equipment used to perform the stitching shall be as recommended by the manufacturer of the geotextile and as approved by the RCE.

The seams shall be sewn in such a manner that the seam can be inspected readily by the RCE or his representative. The seam strength will be tested and shall meet the requirements stated herein.

5. **Fill Placement.**

Embankment construction shall be kept symmetrical at all times to prevent localized bearing capacity failures beneath the embankment or lateral tipping or sliding of the embankment. Place fill over the geotextile by dumping onto previously placed material and pushing the material into place. Stockpiling of fill on the geotextile will not be allowed. Do not operate any construction equipment directly on the geosynthetic material under any circumstances.

Place the fill material in uniform layers so that there is a minimum lift thickness (loose) of 8 inches between the geosynthetic material and equipment tires or tracks at all times. The minimum thickness of the first lift is 8 inches. Do not allow construction equipment to turn on the first lift of material above the geosynthetic material. Do not blade the first lift placed over the geosynthetic material. If the subgrade is very soft with an undrained shear strength less than 500 psf, minimize pile heights to less than 3 feet and spread piles as soon as possible after dumping to minimize the potential for localized subgrade failure due to overloading of the subgrade.

Do not use sheepsfoot or studded compaction equipment on the first lift placed over the geosynthetic material. Stop vibrator on compaction equipment if pumping occurs. Do not operate any construction equipment that results in rutting in excess of 3 inches on the first lift. If rutting exceeds 3 inches, decrease the construction equipment size and/or weight or increase the lift thickness. Use only rubber-tired rollers for compaction if any foundation failures occur when placing subsequent lifts. Compact all lifts to the moisture and density requirements for each embankment specified in the Standard Construction Specifications. Do not blade material down to remove ruts. Fill any ruts or depressions with additional material and compact to the specified density.

A sandy material that meets the requirements of an A-2 AASHTO soil classification shall be the only borrow excavation soil allowed for placement between the lowest elevation geotextile and the bottom of the pavement section. The embankment fill soils shall be compacted in accordance with the 2007 Standard Specifications for Highway Construction. Fill shall be placed in 12-inch maximum lift thicknesses where heavy compaction equipment is to be used and 6-inch maximum uncompacted lift thicknesses where hand-operated equipment is used.

The geotextile shall be pretensioned during installation using either Method 1 or Method 2 as described herein. The method selected will depend on whether or not a mudwave forms during placement of the first one or two lifts. If a mudwave forms as fill is pushed onto the first layer of geotextile, Method 1 shall be used. Method 1 shall continue to be used until the

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mudwave ceases to form as fill is placed and spread. Once mudwave formation ceased, Method 2 shall be used until the uppermost geotextile layer is covered with a minimum of 1 foot of compacted fill. These special construction methods are not needed for fill construction above this level. If a mudwave does not form as fill is pushed onto the first layer of geotextile, then Method 2 shall be used initially and until the uppermost geotextile layer is covered with at least 1 foot of compacted fill.

Method 1

After the working platform, if needed, has been constructed, the first layer of geotextile shall be laid as outlined in the project plans and the joints sewn together. The geotextile shall be stretched manually to ensure that no wrinkles are present in the geotextile. The fill shall be end-dumped and spread from the edge of the geotextile. The fill shall first be placed along the outside edges of the geotextile to form access roads. These access roads will serve three purposes: to lock the edges of the geotextile to form access roads, to contain the mudwave, and to provide access as needed to place fill in the center of the embankment. These access roads shall be approximately 16 feet wide. The access roads at the edges of the geotextile shall have a minimum height of 2 feet completed. Once the access roads are approximately 50 feet in length, fill shall be kept ahead of the filling operation, and the access roads shall be kept approximately 50 feet ahead of this filling operation. Keeping the mudwave ahead of this filling operation and keeping the edges of the geotextile from moving by use of the access roads will effectively pre-tension the geotextile. The geotextile shall be laid out no more than 20 feet ahead of the end of the access roads at any time to prevent overstressing of the geotextile seams.

Method 2

After the working platform, if needed, has been constructed, the first layer of geotextile shall be laid and sewn as in Method 1. The first lift of material shall be spread from the edge of the geotextile, keeping the center of the advancing fill lift ahead of the outside edges of the lift. The geotextile shall be manually pulled taut prior to fill placement. Embankment construction shall continue in this manner for subsequent lifts until the uppermost geotextile layer is completely covered with 1 foot of compacted fill.

D. METHOD OF MEASUREMENT

Measurement of geotextile is on a square yard basis and will be computed based on the total area of geotextile shown in the plans, exclusive of the area of geotextiles used in any overlaps, seams, and/or joints. This shall include all costs associated with installation of the geotextile. Overlaps and any geotextile waste are an incidental item.

E. BASIS OF PAYMENT

Payment at the contract unit price is full compensation for all resources necessary to complete the item of work under the contract. Payment for the completed and accepted quantities is made under the following:

Item No.	Pay Item	Unit
2037110	GEOTEX REINF.	SY

(33) SECTION 305: MAINTENANCE STONE:

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

(34) SECTION 401: ASPHALT BINDER ADJUSTMENT INDEX:

No liquid asphalt binder adjustments will be made on this Project.

(35) SECTION 401: DRESSING OF SHOULDERS:

Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. The contractor shall also remove and dispose of all excess asphalt which is disturbed during minor grading for widening, or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

(36) SECTION 401: SURFACE PLANING OF ASPHALT PAVEMENT:

A. GENERAL

1. Description:

This Special Provision replaces all references to Surface Planing of Asphalt Pavement in Subsection 401 of the Standard Specifications in their entirety. It does not replace or amend Subsection 611 of the Standard Specifications. It describes the material and construction requirements for the surfacing planing of existing asphaltic concrete pavement by micro-milling to remove wheel ruts and other surface irregularities, restore proper grade and/or transverse slope of pavement as indicated in the Plans or as instructed by the RCE. Ensure that the planed surface provides a texture suitable for use as a temporary riding surface or an overlay with OGFC with no further treatment or overlays. Do not use the planed surface as a temporary riding surface for more than ten days if no corrective action is required and no more than 21 days if corrective action is required unless otherwise instructed by the RCE.

B. REFERENCED DOCUMENTS

1. SCDOT Standard Specifications, Edition of 2007
2. SC-M-502, Rideability of PCC Pavement

C. EQUIPMENT

1. Provide power-driven, self-propelled micro-milling equipment that is the size and shape that allows traffic to pass safely through areas adjacent to the work. Also, use equipment with the following characteristics.
 - a. Ensure that the equipment is equipped with a cutting mandrel with carbide-tipped cutting teeth designed for micro-milling HMA and bituminous treated pavement to close tolerances.
 - b. Ensure that the equipment is equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation.
 - c. Ensure that the equipment is capable of removing pavement to an accuracy of 0.0625 inches.
 - d. Ensure that the equipment is furnished with a lighting system for night work, as necessary.
 - e. Ensure that the equipment is provided with conveyors capable of transferring the milled material from the roadway to a truck located to the side, rear, or front while minimizing airborne dust and debris.

D. CONSTRUCTION REQUIREMENTS

1. Follow the Plans to micro-mill the designated areas and depths, including bridge decks, shoulder, and ramps, as required. Ensure that the following requirements are met.
 - a. Prior to commencement of the Work, construct a test section that is 1156 feet in length with a uniformly textured surface and cross section on the road to be treated as approved

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- by the RCE. Ensure that the final pavement surface has a transverse pattern of 0.2 inches center to center of each strike area and the difference between the ridge and valley of the mat surface in the test section does not exceed 0.0625 inches.
- b. Milling depth may range up to 2 inches as necessary to fully remove existing OGFC surface, which has a typical nominal depth of one inch, as well as lesser depths on shoulders to provide a planar surface that allows appropriate drainage prior to placement of new OGFC. While milling depths over one inch are anticipated to ensure OGFC removal in low spots as well as to meet rideability requirements, milling depth should be minimized when possible to avoid excessive removal of the pavement structure while still removing all existing OGFC.
 - c. The Department will test the test section for rideability following Subsection 6 of SC-M-502 for diamond ground and textured existing concrete pavement, except that the maximum acceptable rideability is 90 inches per mile for each 0.1 mile segment. The first and last 50 feet of the test section will not be included in the two 0.1 mile segments. Provide the RCE with at least three business days of notice prior to need of rideability testing.
2. If any of the requirements of Section D.1 are not met, do no further work and provide a written plan of action to the RCE detailing what steps will be taken to improve operations. The RCE may require corrective action to the test section prior to acceptance or accept the test section as is. Once the plan has been approved by the RCE, construct a second test section at a different location from the first. If the second test section meets the requirements of Section D.1 and is approved by the RCE, continuous milling may commence. If the second test section fails to meet the requirements of Section D.1, continue to construct test 1156 foot sections until satisfactory results are achieved.
 3. Once continuous operations commence, continue to produce a uniform finished surface and maintain a constant cross slope between extremities in each lane.
 4. Provide positive drainage to prevent water accumulation on the micro-milled pavement as shown on the Plans or as directed by the RCE.
 5. Bevel back the longitudinal vertical edges greater than one inch that are produced by the removal process and left exposed to traffic. Bevel back at least 1.5 inches for each one inch of material removed. Use an attached mold board or other approved method.
 6. When removing material at ramp areas and ends of milled sections, the transverse edges may be temporarily tapered 10 feet to avoid creating a traffic hazard and to produce a smooth surface. However, ensure that a neat transverse joint is created prior to the placement of the OGFC; do not terminate OGFC by “pinching” the OGFC over a tapered area.
 7. Remove dust, residue, and loose milled material from the micro-milled surface. Do not allow traffic on the milled surface and do not place overlying layers on the milled surface until removal is complete.

E. ACCEPTANCE

1. Ensure that the micro-milling operation produces a uniform pavement texture that is true to line, grade, and cross section.
2. The Department will test and accept the milled surface for rideability as given in Subsections 6.2 through 6.4 of SC-M-502. The Adjusted Schedule of Payment given in Table 2 of Subsection 6 of SC-M-502 will apply to the contract unit price for the micro-milling as given in Subsection F of this special provision.
3. Micro-milled pavement surfaces are also subject to visual and straightedge inspections. Keep a 10-foot straightedge near the micro-milling operation to measure surface irregularities of the milled surface. Repair any areas exceeding 0.125 inches between the ridge and valley of the mat surface to the satisfaction of the RCE at no additional cost to the

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Department. Provide a written plan of action to the RCE for approval prior to performing any corrective action on the basis of rideability, grade, or surface texture.

F. MEASUREMENT AND PAYMENT

1. Measurement: The quantity measured for payment under this special provision is the number of square yards of micro-milled surface in place and accepted.
2. Basis of Payment: The quantity, as measured above, will be paid for at the contract unit price subject to the adjustments given herein, for which price and payment is full compensation for furnishing all materials, equipment, tools, labor, hauling, stockpiling, temporary asphalt, and any other incidentals necessary to satisfactorily complete the work. All reclaimed asphaltic pavement (RAP) becomes the property of the Contractor unless otherwise specified. No adjustment in the unit price for this item or other items will be considered for variations in the amount of RAP actually recovered.

Payment includes all direct and indirect costs and expenses required to complete the work. Payment will be made under:

Item No.	Pay Item	Unit
4013099	SURFACE PLANE ASPHALT PAVEMENT, VARIABLE	Square Yard

(37) SECTION 401: HOT MIX ASPHALT (HMA) QUALITY ASSURANCE:

Reference is made to the Supplemental Technical Specification “Hot Mix Asphalt (HMA) Quality Assurance.” For the purposes of applying this Supplemental Technical Specification, pay factor adjustments will be based on a unit price of \$75 per ton.

(38) SECTION 401: HOT-MIX ASPHALT RIDEABILITY:

Reference is made to the Supplemental Technical Specification SC-M-403 “Rideability for Asphalt Mixtures.” For the purposes of applying this Supplemental Technical Specification, pay factor adjustments will be based on a unit price of \$75 per ton.

(39) DIVISION 600: FURNISH AND INSTALL DETECTOR LOOPS:

The Contractor is hereby notified that All Catalog descriptions and documentation are to be submitted within (5) days after the bid openings to the Contracts Administrator.

The loops shall be installed in the surface course on all projects in Engineering Districts 3, 4, 5, 6, & 7.

The loops shall be installed in the binder course for all projects in Engineering District 1.

The loops shall be on installed in the binder course on new construction projects, and in the surface for resurfacing projects in Engineering District 2.

(40) 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.

(41) DIVISION 600: EVALUATION OF RETROREFLECTIVITY:

Within 20 days of initial application, the Contractor shall arrange for an independent party to evaluate the retroreflectivity of the pavement markings using a mobile retroreflectometer utilizing 30 meter CEN geometry. All lines shall be measured in both directions. The independent party conducting the measurements shall furnish directly to the Department a report detailing the average of the readings

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

over one mile segments for each type of long line (white edgeline, white lane lines, yellow edgelines) along the length of the project. Average measurements shall also be provided along each ramp. Interstate mile markers may be used for beginning and ending points, with the first and last segments in each direction being less than one mile in length. The initial minimum retroreflectivity values shall be as follows:

Retroreflectivity (mcd/lux/m²)

<u>White</u>	<u>Yellow</u>
450	350

A second evaluation shall take place within 20 days prior to the end of the 180 day observation period. The evaluation method shall be the same as described above. The 180 day minimum retroreflectivity values shall be as follows:

Retroreflectivity (mcd/lux/m²)

<u>White</u>	<u>Yellow</u>
400	300

All markings failing to meet the initial minimum retroreflectivity requirements by more than 50 mcd / lux / m² shall be replaced immediately at the Contractor's expense. All markings failing to meet initial requirements by less than 50 mcd / lux / m² may be reevaluated at the time of the 180 day evaluation unless the defect causing the lower readings is obvious to the Engineer.

(42) SECTION 605: PERMANENT CONSTRUCTION SIGNS:

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

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

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

(43) SECTION 610: WORK ZONE TRAFFIC CONTROL PROCEDURES:

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

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

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

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

(44) SECTION 653: RETROREFLECTIVE SIGN POST PANELS:

Section 653 is hereby modified as follows:

A. 653.2 MATERIALS

Add the following paragraph:

Use retroreflective sign post panels constructed of a nonmetallic composite or 3mm aluminum composite material approved by the SCDOT covered with a 3-inch wide type III sheeting. Use sheeting that meets the requirements of Section 651.2.3. Use approved panels included on the Approved Products List For Traffic Control Devices in Work Zones.

B. 653.4.2 ERECTION

Add the following paragraph:

Mount the panel for the full length of the post from the sign to within 6 inches above the edge of the roadway. Mount panel only on post specified in the plans or special provisions. Secure the panel to the post with a minimum of 3 5/16-inch bolts and a lock washer and flat washer between post and nut, or tamper-resistant and rust-resistant screws. Use bolts, washers and nuts meeting the requirements of section 651.2.2. Provide the sheeting in the color that matches the background color of the sign except that the color for the "Yield" and "Do Not Enter" signs shall be red. Install panels to both posts, if there are two posts supporting the sign.

C. 653.5 MEASUREMENT

Replace with the following:

653.5 Measurement

The quantity for the pay item U-Section Post for Sign Support – (2 or 3)P, U-Section Post for Sign Bracing –2P or retroreflective sign post panel is the length of U-section post used for sign support or bracing or panel and is measured to the nearest 1/100 of a linear foot (LF) of the required post or panel, complete and accepted.

D. 653.6 PAYMENT

Replace with the following:

653.6 Payment

Payment for the accepted quantity for U-Section Post for Sign Support – (2or 3)P, U-Section Post for Sign Bracing –2P or Retroreflective Sign Post Panel, measured in accordance with Subsection 653.5, is determined using the contract unit bid price for the applicable pay item, and the payment includes all direct and indirect cost and expenses necessary to complete the work.

Payment is full compensation for fabricating and erecting U-section posts or braces or panels as specified or directed and includes providing mounting hardware; removing and disposing of existing signs supports, braces, and mounting hardware removed or replaced; replacing or relocating supports or braces shown on the Plans or directed by the RCE; and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

Pay items under this section include the following:

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Item No.	Pay Item	Unit
6531205	U-SECTION POST FOR SIGN SUPPORTS – 2P	LF
6531210	U-SECTION POST FOR SIGN SUPPORTS – 3P	LF
6531215	U-SECTION POST FOR SIGN BRACING – 2P	LF
6531500	REFLECTIVE SIGN POST PANELS	LF

(45) DIVISION 700: ANTI-GRAFFITI COATING:

July 27, 2015

E. GENERAL

The anti-graffiti coating system shall be applied to locations as described in Exhibit 4 and in accordance with this Specification. Anti-graffiti coatings intended for use under this Specification shall be of a composition capable of preventing the adhesion of and facilitating the removal of acrylic, polyurethane, and alkyd spray paint. Use a clear, non-sacrificial anti-graffiti coating for all applications.

F. MATERIALS

All anti-graffiti coatings must possess the physical and handling characteristics that are compatible with the requirements of this Specification. Anti-graffiti coating shall be manufactured by one of the approved manufacturers listed on the most recent Qualified Product List 7, titled “Qualified Spray-On/Brush-On Surface Coatings for Concrete Finish”. Contractor shall ensure that the anti-graffiti coating is compatible with the selected applied Finish Coating, if applicable.

Anti-graffiti coatings shall contain less than 5.0 lb/gal volatile organic compounds (VOC) as defined by 40 CFR Part 59, Subpart D. The manufacturer shall supply the following additional information:

3. Technical data sheet that includes installation instructions and graffiti removal instructions, including any solvents or other materials, as necessary. Graffiti removal must be accomplished with nonproprietary cleaners as defined in ASTM D 6578.
4. Certification that non-sacrificial anti-graffiti coating shall not blister, crack, check, chalk, delaminate, or exhibit a color change of more than 8 dE94 (or dE76) CIELAB units for a period of one year after installation.

Clear coating must contain a UV degradable color for inspection purposes. UV degradable color must dissipate in a reasonable time period to allow inspection but not detract from visual impact of the structure.

Additionally, submit a certification that the coating meets the following laboratory performance requirements:

Additional Laboratory Performance and Tests		
Test	Method	Limits
Graffiti Resistance	ASTM D 6578; Use identified marking materials; initial and re-cleanability; and after exposure initial and re-cleanability	Cleanability Level 1, 2, or 3
Fluid Resistance	ASTM D 1308; Paint thinner, gasoline	No blistering, discoloration, softening, or adhesion loss

G. APPLICATION

Apply an anti-graffiti coating or coating system in accordance with manufacturer’s product data sheet and as specified herein, when the ambient temperature is between 40° and 90°F, and the surface temperature is between 50° and 85°F and rising.

Ensure all concrete has cured a minimum of 30 days before applying anti-graffiti coating. Do not apply coating when precipitation is expected within 12 hours of the completion of application or the relative humidity is above 88%.

H. PROTECTION OF ADJACENT SURFACES

Consider wind direction, velocity and geographic location as having a major impact on all cleaning and anti-graffiti coating operations. Use all necessary precautions to prevent cleaning and anti-graffiti coating materials from being dispersed outside the work site. If conditions are such that material is dispersed to areas where vehicles or other property may be damaged, suspend operations until conditions improve and work can continue without affecting adjacent property.

Protect all surfaces not intended to be coated, which are adjacent to, or in close proximity to the surfaces to be coated, during the application of anti-graffiti coating. Clean surfaces that are to be coated, as per the manufacturer's product data sheet.

I. SURFACE PREPERATION

Prior to applying any anti-graffiti coatings, prepare all surfaces to be coated in accordance with ASTM D 4261 or ASTM D 4258 and the manufacturer's product data sheet. When the anti-graffiti coating or coating system is to be applied over an existing coating, apply a test patch (minimum area of 4 square feet) in accordance with this Specification. Allow the test patch to cure a minimum of 7 days without any defects. No time extension will be granted as a result of this test requirement.

J. BASE COAT

Apply the base coat, if part of the system, as specified by the manufacturer. Unless otherwise specified by the manufacturer, ensure the cured base coat has a minimum dry film thickness of 4.0-8.0 mils.

K. FINISH COAT

When applicable, ensure the base coat surface is clean and cured to a dry hard state according to the manufacturer's instructions before applying the finish coat. Mix finish coat and apply in accordance with the manufacturer's instructions. Ensure the cured finish coat of the two coat system has a minimum dry film thickness of 2.5-5.0 mils. Apply as many coats as necessary to provide a finish coat which is a uniform continuous film over the entire surface, free of pinholes, runs, sags, or any other deficiencies. Finish coat shall be considered "non-sacrificial".

L. CORRECTION OF DEFICIENCIES

Remove all applied anti-graffiti coatings identified by the Engineer as damaged, defective, or otherwise not meeting these Specifications, in accordance with the manufacturer's recommendations. Prepare the surface and reapply the coating in accordance with the manufacturer's recommendations and as specified herein, at no additional cost to the Department.

M. REMOVAL OF GRAFFITI BEFORE ACCEPTANCE

Remove all graffiti from areas receiving anti-graffiti coating, at no additional cost to the Department. Ensure all federal, state, and local environmental regulations are met when removing graffiti. Removal shall be in accordance with manufacturer's recommendations.

(46) SECTION 701: SAND LIGHTWEIGHT CONCRETE:

Use sand lightweight concrete, where specified in the plans, complying with the requirements of this Special Provision.

Sand lightweight concrete is composed of portland cement, fine aggregate, lightweight coarse aggregate, water, and admixtures. Provide sand lightweight concrete that complies with the

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

applicable requirements of Section 701 of the Standard Specifications and the additional requirements herein.

At least 35 days prior to the proposed use, submit for approval a mix design from a testing laboratory accredited by the AASHTO Accreditation Program. Provide a mix that obtains a 28-day design compressive strength equal to or greater than 4000 psi and satisfies the following design criteria:

TEST	TEST METHOD	REQUIREMENT
Max. Unit Weight, plastic, lbs/ft ³	AASHTO T 121	120
Max. Unit Weight, dry, lbs/ft ³	ASTM C567 using equilibrium (air dried) unit weight	115
Min. Relative Dynamic Modulus, (percent)	AASHTO T 161 Procedure A	80

When submitting the mix design, include the source of the aggregates, cement, and admixtures and the gradation, specific gravity, and fineness modulus (fine aggregate only) of the aggregates. Submit test results showing the mix design conforms to the criteria, including the 28 day compressive strength of a minimum of six cylinders. Provide a mix design that produces an average compressive strength sufficient to ensure that a minimum strength of 4000 psi is achieved in the field.

Produce an additional mix in accordance with AASHTO M 195 to determine the drying shrinkage. The maximum drying shrinkage for this mix is 0.07%.

For lightweight coarse aggregate, use expanded shale or slate that meets the requirements of AASHTO M 195. Provide lightweight coarse aggregate that meets the gradation table below.

GRADATION OF LIGHTWEIGHT CONCRETE AGGREGATE	
Sieve Size	Passing Square Opening Sieves (Percent by Weight)
1"	100
3/4"	90-100
3/8"	10-50
No. 4	0-15

Determine the soundness in accordance with AASHTO T 104. Loss of more than 10% of the lightweight aggregate in five cycles of the accelerated soundness test using sodium sulfate is not permitted.

Ensure the lightweight aggregate will have a wear of not more than 40% when tested in accordance with AASHTO T 96.

Ensure that lightweight aggregate has an absorbed moisture content equal to the 24 hours absorption as determined by AASHTO T 84 or T 85 when it is proportioned and incorporated into the mix. Consult with the lightweight aggregate supplier regarding minimum absorption required for proper performance of aggregate in concrete mixtures.

Have a representative from the manufacturer of the lightweight aggregate attend and participate in the Pre-pour Conference and also provide technical assistance in the production of the lightweight concrete at the batch plant and/or site for the first day of lightweight concrete mixing and placement operations.

Do not use AASHTO T 152 to determine the air content. Determine air content in accordance with AASHTO T 196.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Determine the plastic density (unit weight) of lightweight concrete in accordance with AASHTO T 121. Perform density tests for acceptance of lightweight concrete after final corrections for entrained air and slump have been made. When a density test is made and the results of the test exceed the specified maximum, perform a check test immediately from the same load of concrete. If the average of the 2 test results exceeds the specified maximum density, the load is rejected.

The quantity for Sand Lightweight Concrete is the volume of specified concrete within the neat lines of the structure as shown on the Plans or as revised by the RCE and is measured by the cubic yard (CY) of concrete, complete, and accepted. Deductions are made for the volume of embedded items, except for reinforcing steel; however, no deduction is made for edge chamfers of $\frac{3}{4}$ inch or smaller.

(47) SECTION 701: NON-CONFORMING CONCRETE:

For purposes of applying the reduced payment and below strength provisions of Subsection 701.2.12.4 of the Standard Specifications, a unit price of 870 dollars per cubic yard will be used for normal weight concrete and a unit price of 900 dollars per cubic yard will be used for sand lightweight concrete.

(48) SECTION 701: DRILLED SHAFT CONCRETE CLASS 4000DS – MASS CONCRETE MIX DESIGN

The requirements of this Special Provision apply only to the concrete mix design for drilled shafts with a diameter of 6 feet or larger. This Special Provision modifies the requirements of Standard Specification 701.4.9 Fly Ash and Water-Granulated Blast-Furnace Slag as it relates to the mix design for Class 4000DS Structural Concrete.

A. SUBSECTION 701.4.9 FLY ASH AND WATER-GRANULATED BLAST-FURNACE SLAG

Replace Subsections C and D with the following:

C. When fly ash is used to replace the Portland cement, replace at a ratio of not less than 1.2:1 by weight, and do not replace more than 40% of the cement originally called for in the mixture.

D. When water-granulated blast-furnace slag is used to replace Portland cement, replace at a ratio of 1:1 by weight, and do not replace more than 60% of the cement originally called for in the mixture.

Add the following Subsections:

J. When a combination of multiple different supplementary cementitious materials is used, do not replace more than 75% of the total cement originally called for in the mixture.

K. Do not use Class C fly ash when the percentage replacement exceeds 20%.

L. Do not use High-early-strength (ASTM C150 Type III or ASTM C1157 HE) cement, metakaolin, silica fume, calcium chloride and accelerating type admixtures unless an adiabatic temperature study is completed and accepted by the BCE showing temperature rise significantly less than that of plain unmodified cement.

(49) SECTION 702: MASS CONCRETE PLACEMENT

This Special Provision modifies the requirements of Standard Specification 702.4.2.5 for mass concrete placement

A. SUBSECTION 702.4.2.5 MASS CONCRETE PLACEMENT

Replace first Paragraph with following:

Use procedures for mass concrete placement for a structural concrete pour that has dimensions of 5 feet or greater in 3 different directions. In the case of a circular cross-section, a mass

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

concrete placement is defined as a structural concrete pour that has a diameter of 6 feet or greater and a length of 5 feet or greater.

(50) SECTION 704: PRESTRESSED CORED SLABS:

Subsection 704.4.6 of the Standard Specifications is amended as follows:

- A. Delete Paragraph 2 of Subsection 704.4.6.2 and replace it with the following:
“Provide holes and recesses at locations indicated in the Shop Plans for insertion of the 1¼ -inch diameter transverse tie rods.”
- B. Delete the last sentence of Subsection 704.4.6.4 and replace it with the following:
“Make certain of the correct alignment of the holes for the transverse tie rods.”
- C. Delete Subsection 704.4.6.5 and replace it with the following:
704.4.6.5 Transverse Tie Rods

In each span, place 1¼-inch diameter transverse tie rods and tighten to a snug fit. After the 1¼-inch diameter transverse tie rods have been tightened in a span and before any equipment, material or barrier parapet is placed on the span, fill the shear keys, dowel holes, and tie rod recesses with the non-shrink grout as indicated on the Plans and allow curing for a minimum of 3 days. To prevent leakage of grout, place foam backer rod or other material acceptable to the RCE along the bottom of the joint between adjacent slab units. Ensure that the grout reaches a compressive strength of 5000 psi in 24 hours. Properly remove any foreign substance/materials including grease from the exposed portions of transverse tie rods before grouting the recesses.

With the approval of the RCE, material and equipment may be placed on the cored slab spans after the transverse tie rods have been tightened, the grout in shear keys has cured for 3 days minimum, and the grout has reached a compressive strength of 5000 psi.”

(51) SECTION 711: PILE AND DRIVING EQUIPMENT DATA FORM:

Pile and Driving Equipment Data Form is located in the Standard Forms on the SCDOT Design-Build website at <http://www.scdot.org/business/design-build.aspx>.

(52) SECTION 711: GALVANIZED STEEL H PILING AND SWAY BRACES:

March 16, 1999

A. GENERAL

This Supplemental Specification covers the cleaning, hot dip shop galvanizing, field cleaning and field repair of galvanizing for new Steel H Bearing Piling and Steel Sway Bracing where required and detailed in the plans.

B. SURFACE PREPARATION

The coating applicator shall pre-clean the material to be galvanized in accordance with accepted methods to produce an acceptable surface for hot dip galvanizing.

C. SHOP GALVANIZING

Hot dip galvanizing of iron and structural steel shapes shall be produced utilizing lead free technology. Steel H Bearing Piling and Steel Sway Braces shall be hot dip galvanized in accordance with the latest ASTM A 123 Specification to provide a uniform minimum coating thickness of 3.5 mils (89 µm). Shop repair of coatings not meeting the above minimum thickness requirements will not be allowed.

Galvanizing practices and procedures shall protect against possible embrittlement of the steel as described in ASTM A143.

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Inspection and testing of hot dip galvanized coatings shall be done under the requirements of ASTM A 123.

The coating applicator shall have available for inspection a quality assurance manual and shall submit an original and two copies of the coating applicator's notarized Certificate of Compliance that the hot dip galvanized coating meets or exceeds the specified requirements of ASTM A 123 as modified by this Specification.

Galvanized members shall be stored, protected, handled and loaded in accordance with industry standards to protect the coating.

D. SHOP INSPECTION

Inspection of galvanizing practices and procedures will be performed by the Department's Research and Materials Laboratory. As soon as the project has been awarded, the Contractor shall notify the Research and Materials Laboratory at (803) 737-6698, P. O. Box 191, Columbia, South Carolina 29202. The Contractor shall provide the name and address of the coating applicator so that the inspection arrangements can be made.

E. FIELD REPAIR OF GALVANIZING

Field repair of galvanized coatings may be used to repair damaged areas, weld areas at pile splices, weld areas at sway braces to piles or other areas of coating damage. All field repairs shall be made in accordance with ASTM A 780. The Engineer shall be the sole judge of damaged areas that require field repair of the galvanized coating.

When galvanized members are to be field welded the Contractor shall clean the area at the weld location for a distance sufficient to provide an area free of coating for the weld metal to be deposited. The Contractor's cleaning method shall be pre-approved by the Engineer and cleaned areas shall be inspected and approved prior to field welding.

F. METHOD OF MEASUREMENT

The galvanizing of Steel H Bearing Piling and Sway Braces will not be measured for payment. All cost for galvanizing shall be included in the price bid for the item galvanized.

G. BASIS OF PAYMENT

All costs for labor, materials, equipment, tools and other incidentals required to galvanize the Steel H Bearing Piling and Sway Braces shall be included in the price bid for those items. No separate payment will be made for galvanizing.

(53) SECTION 712: DRILLED SHAFT FORMS:

Drilled Shaft Forms are included on the Construction Extranet.

(54) SECTION 712: CONCRETE PLACEMENT AND TEMPERATURE CONTROL FOR LARGE DIAMETER DRILLED SHAFTS

A. DESCRIPTION

The requirements of this Special Provision only apply to drilled shafts that have a diameter of 6 feet or greater and a length of 5 feet or greater and shall consist of furnishing all necessary submittals and materials for providing drilled shaft concrete placement and temperature control in accordance with the details shown on the plans and the requirements of the Special Provisions. The requirements of this Special Provision are in addition to the drilled shaft and concrete requirements of the Standard Specifications. This Special Provision supersedes the Standard Specifications in one area in that the maximum allowable concrete temperature at discharge into the shaft is 80°F.

B. PLACEMENT

1. Concrete Mix Temperature: For all drilled shaft concrete pours, do not allow the mix temperature to exceed 80°F measured at discharge into the shaft. Throughout the length of shaft, maintain a temperature differential of 35°F or less between the center of shaft and just inside the nearest face of shaft.
2. Concrete Curing Temperature: The maximum concrete temperature during curing shall not exceed 160 °F within the drilled shaft.
3. Drilled Shaft Concrete Placement Plan: At least 30 days before placing drilled shaft concrete, submit to the BCE for review and acceptance a *Drilled Shaft Concrete Placement Plan* containing, but not limited to, the following:
 - a. Analysis of the anticipated thermal developments within the drilled shafts using the proposed materials and casting methods,
 - b. *Temperature Control Plan* outlining specific measures to control the temperature differential within the limits noted above,
 - c. Details of how the central CSL access tube will be held in place during cage installation and concrete placement, and
 - d. Details of how the concrete will be placed to accommodate the central CSL tube and the associated support elements.
4. Temperature Monitoring Devices: During the heat of hydration, Department personnel or a Department designated representative will monitor the drilled shaft temperature differential between the interior and exterior CSL access tubes using Thermal Integrity Profiling equipment. Differential temperature monitoring will be performed for the entire length of the shaft. Monitoring will continue at least until the peak heat of hydration has occurred.
5. Temperature Monitoring Results: If the monitoring indicates that the proposed measures are not controlling the concrete curing temperature with the maximum concrete temperature specified, make the necessary revisions to the *Temperature Control Plan* and submit the revised plan for review.

C. CONTRACTOR'S RESPONSIBILITY

The Contractor assumes all risks connected with placing a large diameter drilled shaft pour of concrete. BCE review of the Contractor's *Drilled Shaft Concrete Placement Plan* will in no way relieve the Contractor of the responsibility for obtaining satisfactory results. Should any drilled shaft concrete placed under this Special Provision prove unsatisfactory, make the necessary repairs or remove and replace the material at no expense to the Department.

D. BASIS OF PAYMENT

Include all costs associated with concrete placement and temperature controls for large diameter drilled shafts in the unit cost bid for the drilled shaft concrete.

(55) SECTION 714: SMOOTH WALL PIPE:

A. REFERENCE

SCDOT Supplemental Technical Specification SC-M-714

B. 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.

C. MATERIALS

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

D. 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.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

- 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.

E. 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.

F. 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

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

A. REFERENCE

SCDOT Supplemental Technical Specification SC-M-714

B. DESCRIPTION

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

C. MATERIALS

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

D. CONSTRUCTION REQUIREMENTS

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



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



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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS



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.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

E. MEASUREMENT

Measure pipe in accordance with SC-M-714

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

F. 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.

(57) SECTION 719: CAST IN PLACE CONCRETE PIPE COLLAR:

A. DESCRIPTION

A cast in place concrete pipe collar is used to provide a permanent connection between two pipe culverts of the same diameter but different joint profiles. Pipe collars can be used between two pipe of the same material or different material. Use only pipe that conforms to SC-M-714, Permanent Pipe Culverts.

B. MATERIAL

Use minimum class 4000 concrete.

Use reinforcement steel conforming to ASTM A706 Grade 60.

See SCDOT Standard Drawings or Project Plans for other material requirements and design details.

C. CONSTRUCTION REQUIREMENTS - GENERAL

Follow SCDOT Standard Drawings 719-705-xx for minimum dimensions and details. Use geotextile wrap on joint to minimize concrete intrusion into the joint during the forming and curing process.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

D. MEASUREMENT

Measure concrete pipe collars by each location where pipe diameter of different joint profiles are to be connected. Include in measurement all materials and work to complete the pipe collar as shown in the Standard Drawings or plans.

E. PAYMENT

Payment will be made for each location.

ITEM NO.	DESCRIPTION	UNIT
7197051	CONCRETE COLLAR FOR UP TO 12" PIPE	EA
7197052	CONCRETE COLLAR FOR UP TO 24" PIPE	EA
7197053	CONCRETE COLLAR FOR UP TO 36" PIPE	EA
7197054	CONCRETE COLLAR FOR UP TO 48" PIPE	EA
7197055	CONCRETE COLLAR FOR UP TO 60" PIPE	EA
7197056	CONCRETE COLLAR FOR UP TO 72" PIPE	EA

(58) SECTION 724: ELASTOMERIC BEARINGS:

724.4.4 Installation. Paragraph 4 was revised as follows:

Exercise caution where field weld or shop weld is made while elastomeric bearing pad is in contact with the metal. Do not expose the elastomer or elastomer bond to instantaneous temperatures greater than 400°F or any temperature limit set by the fabricator whichever is lower. Any damage to the elastomeric bearing due to welding is cause for rejection. Monitor temperature by use of heat crayons.

(59) SECTION 727: CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS:

Crosshole Sonic Logging (CSL) Testing is required for all drilled shafts. SCDOT shall be responsible for all CSL Testing.

(60) SECTION 727: CROSSHOLE SONIC LOGGING AND THERMAL INTEGRITY PROFILING OF DRILLED SHAFT FOUNDATIONS

Amend Subsections 727.1, 727.3, 727.4.1, and 727.4.2 of the Standard Specifications to include the following additional requirements:

727.1 Description. This section includes specifications for Thermal Integrity Profiling (TIP), which consists of measuring the temperature of the concrete resulting from heat of hydration to assess the quality of cast-in-place concrete. TIP testing will be performed by Department personnel or a Department designated representative. TIP testing may be performed on all shafts or a portion thereof as determined by the BCE. CSL testing will be performed on all shafts and acceptance of the shafts will be as indicated in **Subsection 727.4.3**. The Department reserves the right to use the results of the TIP testing to aid in the evaluation of a shaft.

727.3 Equipment. Equipment used for TIP testing will be furnished by the Department or a Department designated firm. TIP testing will be performed using the Thermal Wire Cable system and the CSL access tubes.

727.4.1 Preparation. In addition to the access tubes that are required around the inside of the circular reinforcement cage, install an access tube in the center of the shaft. Provide an access platform for the Department's personnel to safely and adequately perform TIP testing.

727.4.2 Thermal Integrity Profiling. Department personnel or a Department designated representative will perform TIP testing before CSL testing. Thermal wires will be connected to a Thermal Access Port (data logger) within four hours of shaft concrete placement. Data will be collected by the data logger every 30 minutes for the duration of at least 48 hours. The Department

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

reserves the right to increase or decrease the data collection duration based on field conditions, anticipated thermal developments, and/or TIP results.

Furnish information regarding the shaft, tube lengths and depths, construction dates and other pertinent shaft installation observations or details to the RCE or the Department’s designated testing representative at the time of TIP testing.

Ensure CSL tubes remain filled with water until all TIP and CSL testing is completed. Before adding any additional water to CSL tubes during the TIP testing, discuss the issue with the RCE. If water is to be added during the TIP testing, heat the water to within 5 degrees of the existing water in the CSL tube prior to adding it.

Replace Subsections 727.5 and 727.6 of the Standard Specifications with the following:

727.5 Measurement. There is no separate measurement for providing and installing CSL tubes, filling and/or removing the potable water from the CSL tubes, heating water to place in the tubes, and grouting the CSL tubes for each drilled shaft and taking cores as directed by the RCE or BCE. The cost of this work is included in the contract unit bid price for the drilled shaft in which they are placed.

The quantity for the item Crosshole Sonic Logging Set-Up is measured by each (EA) platform setup, complete, and accepted. Each CSL platform includes TIP testing. No separate measurement will be made for TIP platforms.

727.6 Payment. Payment for the accepted quantity for Crosshole Sonic Logging Set-Up, measured in accordance with **Subsection 727.5**, is determined using the contract unit bid price for that pay item. Payment is full compensation for providing an access platform for the Department personnel to safely and adequately perform TIP and CSL testing and preparation of the CSL access tubes required to conduct TIP and CSL testing on a drilled shaft as specified or directed and includes all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the plans, the Specifications, and other terms of the Contract.

Payment includes all direct and indirect costs and expenses necessary to complete the work.

Pay items under this section include the following:

Item No.	Pay Item	Unit
7270010	Crosshole Sonic Logging Set-Up	EA

(61) DIVISION 800: GEOTEXTILE FOR DRAINAGE FILTRATION:

October 15, 1991

A. ACCEPTANCE

The Contractor shall supply to the Resident Engineer, prior to placing the material, certified test results from a recognized laboratory of those tests specified herein. Acceptance will be based on the test results meeting these requirements¹ and the material meeting all stated specifications. The Resident Engineer shall submit the certified test results to the Research and Material Engineer for acceptance. Test data shall be no more than 1 year old at the time it is furnished to the Department. Once a fabric has been accepted, it will be listed on an Approval Sheet, and only those materials listed will be acceptable. Test data must be resubmitted for reapproval every 2 years. No fabric will be used nor will payment be made for fabric until the fabric certification is received and approved by the Research and Materials Engineer. The Department reserves the right to sample and test any of the fabrics, or other materials used in drainage filtration, at any time.

B. PIPING RESISTANCE (SOIL RETENTION - ALL APPLICATIONS)

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

1. Soils with 50% or less particles by weight passing U.S. No. 200 sieve:
EOS No. (fabric) \geq 30 U.S. Std. Sieve No.

2. Soils with more than 50% particles by weight passing U.S. No. 200 sieve:
EOS No. (fabric) \geq 50 U.S. Std. Sieve No.

Note:

- a. Whenever possible, fabric with the lowest possible EOS No. should be specified.
- b. When the protected soil contains particles from 1 inch size to those passing the U.S. No. 200 sieve, use only the gradation of soil passing the U.S. No. 4 sieve in selecting the fabric.

C. PERMEABILITY

Critical/Severe Applications * $k(\text{fabric}) \geq 10 k(\text{soil})^2$	Normal Applications $k(\text{Fabric}) \geq k(\text{soil})^2$
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*Woven monofilament fabrics only; percent open area \geq 4.0 and EOS No. \leq 100 sieve.

D. CHEMICAL COMPOSITION REQUIREMENTS/CONSIDERATIONS

1. Fibers used in the manufacture of civil engineering fabrics shall consist of long chain synthetic polymers, composed of at least 85% by weight of polyolefins, polyesters, or polyamides. These fabrics shall resist deterioration from ultraviolet exposure.
2. The engineering fabric shall be exposed to ultraviolet radiation (sunlight) for no more than 30 days total in the period of time following manufacture until the fabric is covered with soil, rock, concrete, etc.

E. PHYSICAL PROPERTY REQUIREMENTS (ALL FABRICS)

	Class 1 Fabric ³ Protected	Class 2 Fabric ³ Unprotected
Grab Strength (ASTM D-4632 or ASTM D-1682)	80 lbs.	180 lbs.
Seam Strength ⁴ (ASTM D-4632 or ASTM D-1682)	70 lbs.	160 lbs.
Puncture Strength (ASTM D-3787)	25 lbs.	80 lbs.
Burst Strength (ASTM D-3786)	130 psi.	290 psi.
Trapezoid Tear (ASTM D-4533)	25 lbs.	50 lbs.
Ultraviolet Degradation at 150 hours (ASTM D-4355)	70%	70%

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

¹ All numerical values represent minimum average roll values (i.e., any roll in a lot should meet or exceed the minimum values in the table). Use values for the weaker principal direction. Lots should be sampled according to ASTM D-4354.

² Permeability should be based on the actual fabric open area available for flow. For example, if 50% of the fabric area is to be covered by flat concrete blocks, the effective flow area is reduced by 50%.

³ Fabric is said to be protected when used in drainage trenches or beneath/behind concrete (Portland or asphalt cement) slabs. All other conditions are said to be unprotected,

Examples of each condition are:

Protected: highway edge drains, blanket drains, smooth stable trenches < 10 feet in depth. In trenches, in which the aggregate is extra sharp, additional puncture resistance may be necessary.

Unprotected: stabilization trenches, interceptor drains on cut slopes, rocky or caving trenches or smooth stable trenches > 10 feet in depth.

⁴ Values apply to both field and manufactured seams.

(62) DIVISION 800: GEOCOMPOSITE WALL DRAIN:

May 6, 2003

A. DESCRIPTION

A geocomposite wall drain is a prefabricated drain system that is used to provide drainage behind retaining walls. The geocomposite drain consists of a flexible plastic drainage core bonded to a non-woven geotextile. Geocomposite wall drains shall be placed continuously along the back of the wall as shown in the plans or as otherwise directed by the Engineer. The Contractor shall furnish all necessary labor, equipment, and materials and perform all operations necessary for the installation of geocomposite wall drains in accordance with the details shown on the plans and with the requirements of this specification.

B. ACCEPTANCE CRITERIA

The Contractor shall supply to the Engineer, prior to placing the material, certified test results of those tests specified herein from a recognized laboratory. Acceptance will be based on the test results meeting the geocomposite system properties, drainage core properties, and geotextile properties stated in this specification. The Engineer shall submit the certified test results to the Research and Material Engineer for acceptance. Test data shall be no more than one year old at the time it is furnished to the Department. Geocomposite wall drains shall not be installed until the material certification is received and approved by the Research and Materials Engineer. The Department reserves the right to sample and test any of the materials used in the geocomposite wall drain system.

Labeling, shipment, and storage of the geocomposite wall drain materials shall follow ASTM D 4837. Product labels shall clearly show the manufacturer or supplier name, style number, and roll number. Geocomposite rolls shall be wrapped with a material that will protect the geocomposite drain from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage.

C. MATERIAL

The geocomposite wall drain shall be prefabricated type made up of a lightweight, high impact polymeric drainage core bonded to the geotextile at intervals not exceeding 1.5 inches. The geocomposite wall drain shall be solid backed allowing drainage of water on only one side. The non-woven geotextile is thermal (heat) bonded or fungicide glue bonded to the polymeric

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

drainage core. The geocomposite product sheets or rolls shall have a minimum width of 3 feet with a minimum coverage area of 40 square feet. A geotextile flap shall be provided along all drainage core edges. This flap shall be of sufficient width for sealing the geocomposite drain edge to prevent soil intrusion into the drainage core during and after installation. The geotextile shall cover the full length of the drainage core.

The wall drainage system shall meet the following geocomposite system properties in addition to the individual component properties of the polymeric drainage core and the non-woven geotextile. All numerical values listed in the required property tables shown below represent minimum average roll values (MARV) per ASTM D 4759 unless indicated otherwise. Values for the weaker principal direction should be used. Testing shall be performed in accordance with the methods referenced in this specification. Sampling of lots shall be in accordance with ASTM D 4354.

GECOMPOSITE SYSTEM PROPERTIES		
TEST	METHOD	LIMIT
Flow Capacity (gpm/ft. width) At a hydraulic gradient of 1.0 and a minimum normal stress of 3600 psf (Normal load maintained for 300 hours or until equilibrium)	ASTM D 4716	14

DRAINAGE CORE PROPERTIES		
TEST	METHOD	LIMIT
Thickness (inches)	ASTM D 1777	0.3 minimum / 0.5 maximum
Compressive Strength (psf) At 20% Deformation (10,000 hour minimum duration)	ASTM D 1621	14,000

GEOTEXTILE PROPERTIES		
TEST	METHOD	LIMIT
AOS (Equiv. U.S. Sieve)	ASTM D 4751	50 maximum average roll value
Permittivity (sec ⁻¹)	ASTM D 4991	1.0
Grab Tensile Strength (lbs.)	ASTM D 4632	80
Grab Tensile Elongation (%)	ASTM D 4632	50
Trapezoidal Tear Strength (lbs.)	ASTM D 4533	40
Puncture Strength (lbs.)	ASTM D 4833	50
Burst Strength (psi)	ASTM D 3786	150
Ultraviolet Stability (%) (Retained strength after 500 hours of exposure)	ASTM D 4355	70

D. CONSTRUCTION REQUIREMENTS - GENERAL

The Contractor shall check the geocomposite wall drain upon delivery to ensure that the proper material has been received. The geocomposite wall drain shall be protected during shipment and storage at the construction site from temperatures greater than 71 °C, mud, dirt, debris, and any other environmental condition that may damage the material's physical property values. The wall drainage system shall be protected from direct sunlight in accordance with the manufacturer's recommendations.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

The geocomposite wall drain will be rejected at the time of installation if it has defects, tears, punctures, flaws, deterioration, or damage incurred during manufacture, shipment, or storage. Torn or punctured sections shall be removed or repaired as directed by the Engineer. Any geocomposite wall drain damaged during manufacture, shipment, or storage shall be replaced by the Contractor at no additional cost.

If at any time the Engineer determines that the method of installation does not produce a satisfactory wall drainage system, the Contractor shall alter his method and/or equipment as necessary to comply with this specification.

The geocomposite wall drain shall be installed in accordance with the plans and specifications. The surface that the geocomposite drain will be placed against shall be cleaned by removing all soil, debris, and irregularities that will prevent intimate contact between the surface and the geocomposite drain. The geocomposite wall drain shall be secured to the wall using metal stick clips, adhesives, or as recommended by the manufacturer. The geocomposite wall drain shall be installed so as to allow weepholes, as shown in the plans, to drain water from the drainage core and underdrain pipes.

All joints shall be formed by peeling or trimming the geotextile off the attached section to expose 3 inches of the drainage core. The drainage core of the second section being attached is then overlapped 2 inches over the first drainage core. The joint is then covered by reattaching the geotextile flap and securely fastening it to the lower geotextile by means of a continuous strip of 3 inch wide waterproof plastic tape. Each overlapping course shall be shingled in the direction of water flow. If joints cannot be formed by interlocking the cuspatations, then the drainage core should be butted together and covered with continuous, 6 inch wide geotextile. The geotextile fabric shall be centered over the joint and securely fastened to the two geocomposite drains with 3 inch wide waterproof plastic tape.

All exposed edges of the geocomposite wall drain shall be covered with geotextile by tucking and securing a minimum of 4 inches of geotextile behind the drainage core. This may be done by using the geotextile flaps at the edges or using a 12 inch wide continuous strip in the same manner, taping it to the exposed fabric 4 inches in from the edge with a continuous strip of 3 inch wide waterproof plastic tape, and folding the remaining geotextile and tucking it behind the drainage core edge.

If the geotextile is torn, perforated, or ripped during installation, it shall be patched or replaced as directed by the Engineer. The damaged section shall be cut out and replaced completely or repaired by placing a piece of geotextile over the damaged area and providing a minimum of 4 inches of overlap on all sides over the damaged area and secured with 3 inch wide waterproof plastic tape. Damaged drainage core sections shall be discarded and replaced. Any geocomposite wall drain damaged during installation shall be replaced or repaired by the contractor at no additional cost.

The underdrain pipes and free draining aggregate shall be placed as shown in the plans or as directed by the Engineer. A positive outlet for the water in the geocomposite drain shall be maintained at all locations. Weepholes shall not be sealed or made ineffective by the wall drain material. This may involve making a hole in the drainage core at the weephole location. The geotextile drainage filtration fabric used to envelop the underdrain system shall be tucked 6 inches behind the geocomposite drain and overlapped over the geocomposite drain a distance of 12 inches and continuously secured with 3 inch wide waterproof plastic tape.

Backfill shall be placed immediately over the geocomposite wall drain. The contractor shall backfill against the wall in a manner that does not damage the geocomposite drainage system. Care shall be taken to avoid excessive settlement of the backfill material. The geocomposite wall drain shall not be exposed for more than seven days prior to backfilling. Any geocomposite drainage system component that is damaged during the backfilling operation shall be replaced or repaired as directed by the Engineer.

E. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Geocomposite wall drains will not be measured for payment. The cost of the geocomposite wall drain shall be included in the cost of the retaining wall or wall system where the drainage system is being installed.

(63) SECTION 805: THREAD LOCKING GUARDRAIL HARDWARE:

Use a permanent thread locking compound meeting Military Specification Mil-S-46163A Type I, Grade L. Follow the thread locking compound manufacturer's directions and apply compound to all the fasteners within Type T End Treatments, Impact Attenuators, and Crash Cushions. Apply compound to all guardrail fasteners across bridges or on base plate mounted posts, or in locations directed by the Resident Construction Engineer.

(64) SECTION 805: TL3 TYPE T TANGENT END TERMINALS:

Qualified Product List 49 provides minimum length of continuous w-beam from the impact head for each proprietary Test Level 3 product. All radius, kinks, and transition sections must occur outside of the continuous w-beam section. SCDOT Standard Drawing 805-710-00 shows the required installation for systems with a 50' w-beam requirement. Where the design requires immediate transition from w-beam to thrie-beam at the end of the Type-T, confirm that adequate space exists in advance of the impact head before selecting a system that requires any length greater than 50'. The pay length for the TL3 Type T end terminal is shown in Special Provision Drawing 805-710-SP. No additional measurement or payment will be made for additional w-beam required by the selection of a proprietary product. Where sites do not accommodate longer end treatments, use a system with a 50' continuous w-beam section. When design includes a tangent installation of standard w-beam rail behind the 50' section, the designed rail will be measured and paid at 50' from the impact head as shown in the plan quantities.

For products with a 62'-6" requirement, see drawing 805-710-SP in Attachment B for additional guidance.

(65) SECTION 809: RIGHT OF WAY PLAT:

A. DESCRIPTION

The contractor by the "Substantial Work Complete" date shall prepare a right of way plat signed and sealed by a Professional Land Surveyor (PLS) licensed to practice in the state of South Carolina. The right of way plat shall be in accordance with the requirements of Section 49-460-A "General Property Survey" as outlined in the South Carolina "Standards of Practice Manual" for land surveyors. A copy of the plat will be recorded, by the contractor, in the Register Mesne Conveyance (RMC) office of the county or counties in which the project resides. The contractor will provide one copy of the plat on a full sized plan sheet(s) (22" X 36") and submit to the resident construction engineer to be included in the as-built plans.

B. MATERIALS: REBAR CAP R/W MARKER

Materials used shall comply with those listed on SCDOT Standard Drawing Nos. 809-10500or 809-110-00.

C. CONSTRUCTION REQUIREMENT

The PLS shall set right of way markers along all new right of way lines as well as along any present right of way being retained by the Department at intervals listed on the SCDOT Standard Drawings. Right of way markers shall not be placed at points common to side property lines and/or corners. In the event that the plan reflects a break in the right of way along a side property line the right of way marker will not be set without the side property line being retraced and established by way of survey. The PLS shall prepare a plat documenting the location of all Right of Way Markers set and reflecting the as-built station and offset from the plan alignment. The plat shall show the entire project corridor as an enclosed strip or parcel of land to include the mainline and all side roads as defined on the project plan.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

D. MEASUREMENT AND BASIS OF PAYMENT

The item Right of Way Plat is paid on a lump sum (LS) basis; and therefore, there is no specific measurement for this item. The unit price bid for Property Right of Way Plat shall include all costs for labor, materials, equipment, services of a PLS and any related fees or costs associated with producing a plat, recording the plat at the RMC office, and all required copies. Each marker placed in accordance with the Standard Drawings complete and accepted will be measured and paid at the unit price bid.

Bid Item Number	Description	Unit
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA
8091000	RIGHT OF WAY MARKER (REINFORCED CONCRETE)	EA
8091050	RIGHT OF WAY PLAT	LS

(66) SECTION 815: ANIONIC POLYACRYLAMIDE FOR EROSION CONTROL:

A. DESCRIPTION

This work consists of applying a product containing anionic polyacrylamide to disturbed land areas as a means of controlling erosion. The work also consists of the use of solid form anionic polyacrylamide as a means of sediment control.

B. MATERIALS

The product to be used is to be specific to the area to be treated. Product selection and application rate is to be determined by a testing laboratory acceptable to SCDOT. Preliminary site-specific assessment (soil and water testing) by a qualified manufacturer must be conducted to select media, additives, application rate, application method and maintenance procedure tailored to site-specific soil characteristics, topography, hydrology, and the type of erosion targeted. A copy of the test results is to be provided to the Engineer.

Anionic polyacrylamide, in pure form, shall have less than or equal to 0.05% acrylamide monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency. The maximum application rate of polyacrylamide, in pure form, shall not exceed 200 pounds/acre/year, or 10 pounds/acre per single application event.

The polyacrylamide shall have a charge density of 10% to 55%, by weight. The polyacrylamide shall have a molecular weight of 6 to 24 Mg/mole.

The polyacrylamide and polyacrylamide mixtures shall be noncombustible.

Cationic forms of polyacrylamide are not allowed for use due to their high level of toxicity.

Polyacrylamide shall be non-toxic. A toxicity report is required to be submitted to the Engineer.

C. CONSTRUCTION REQUIREMENTS

Liquid and powder forms of polyacrylamide are to be either applied directly to the exposed soil surface or applied as a tackifier with temporary seeding to prevent detachment of soil particles during the establishment of vegetation.

In the solid form, the polymer is to be placed directly into the storm water runoff to enhance eroded particle settlement in a trapping device.

Polyacrylamide shall be mixed and/or applied in accordance with all Occupational Safety and Health Administration (OSHA) Material Safety Data Sheet (MSDS) requirements and the manufacturer's recommendations for the specified use conforming to all federal, state and local laws, rules and regulations. The Contractor is responsible for obtaining all required permits.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Emulsion batches shall be mixed following recommendations of a testing laboratory that determines the proper product and rate to meet site requirements.

Additives such as fertilizers, solubility promoters, or inhibitors, etc. to polyacrylamide shall be nontoxic.

Care is to be taken when using polyacrylamide adjacent to natural water bodies.

D. METHOD OF MEASUREMENT

The application of polyacrylamide for erosion control will be measured by the surface area treated at the recommended rate of application. Quantities are to be computed to the nearest MSY (Thousand Square Yards). Solid form anionic polyacrylamide is to be measured by weight in pounds, in place and accepted. The Contractor is required to provide, to the Engineer, invoices for all polyacrylamide products used on the project.

E. BASIS OF PAYMENT

The accepted quantity of “Anionic Polyacrylamide For Erosion Control” will be paid at the contract unit price, which price and payment shall be full compensation for all materials, labor, tools equipment, and incidentals necessary to complete the work herein described in a workmanlike and acceptable manner. Solid form anionic polyacrylamide is to be paid for by the pound. Bid Item Numbers and Descriptions are as follows:

Bid Item Number	Description	Unit
8152020	ANIONIC POLYACRYLAMIDE FOR EROSION CONTROL	MSY
8152025	SOLID FORM ANIONIC POLYACRYLAMIDE	LBS

(67) SECTION 815: EROSION CONTROL MEASURES:

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the CONTRACTOR is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- A. South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control.
- B. Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation.
- C. National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR160000, effective January 1, 2013: The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina.

In accordance with the NPDES General Permit, the Contractor must sign a Contractor Certification. The Contractor shall refer to the Construction Extranet for the certification form. By signing this form, the Contractor acknowledges that upon award and execution of the Contract, he/she accepts/ understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit and may be legally accountable to SCDHEC for compliance with the terms and conditions of the *SWPPP*. In addition, the Contractor certifies that the NPDES certification statement status is made part of all its subcontracts.

The Contractor will complete and forward an updated SCDOT approved *Notice of Intent (NOI)* to the SCDOT Construction office to submit to SCDHEC. If the Coastal Zone Consistency (CZC) permit has not been approved it shall be forwarded by the Contractor to SCDOT to submit to SCDHEC as part of *NOI* package. If SCDHEC does not send a letter within 10 business days of receipt of the

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

NOI, authorizing coverage, denying coverage, or advising that a review of the *CECP* will take place, coverage will be automatically granted.

Prepare and submit a *Contractor's Erosion Control Plan (CECP)* to the RCE before the pre-construction conference. Ensure that the plan meets the requirements of the NPDES General Permit. The plan will be reviewed and approved by the Department before commencing any land disturbing activities.

At the pre-construction conference, with contactors performing land-disturbing activities present, the *CECP* will be explained and discussed so that the Contractor is made aware of their responsibilities in the *CECP*.

Once approved, fully implement the *CECP*. Coordinate the prompt installation of erosion control devices with construction activities to maintain compliance with the above regulations and NPDES General Permit.

Conduct an Erosion and Sediment Control Inspection by an appointed Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) from the Contractor and the Department at least every 7-calendar days. Both parties will acknowledge participation in the inspection by signing the inspection report and include their inspector's CEPSCI number on the report. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE will stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case allow these deficiencies to remain unresolved more than 7 days or 48 hours in accordance with their assigned priority after being identified during the Erosion and Sediment Control Inspection.

Closely follow the grading operations with the seeding operations. Shape and prepare the slopes for seeding as the grading progresses. Unless the RCE grants prior written approval, limit the amount of surface area exposed by land disturbing activities to 750,000 square feet. Commence seeding operations within 7 days following completion of construction activities within an area.

Initiate stabilization measures within 7 days for an area where construction activities will be temporarily or permanently ceased for 14 days or longer.

Coordinate the installation of all other permanent erosion control items with the grading and seeding operations. These items include, but are not limited to, asphalt gutter and riprap. Construct gutter work before or promptly after the seeding is performed. Place riprap at the ends of pipe immediately after the pipe is laid and promptly install riprap ditch checks after ditch work has been performed.

Within existing right of way, clean and repair existing concrete paved ditches that will be retained. Within existing right of way, clean and repair existing asphalt paved ditches that are to be retained and overlay with 200 lbs/sy HMA Surface Course Type C or D. Stabilize new ditches in accordance with the *SCDOT Requirements for Hydraulic Design Studies* (May 26, 2009), the *SCDOT Water Quality Design Manual* (December 2014) and as needed for erosion control utilizing SCDHEC Best Management Practices (BMP's).

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures will result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Keep the following documents at the RCE's office from the start of construction until the site is finally stabilized:

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS
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- A. Copy of the *CECP*,
- B. Copies of Contractor Certification statements,
- C. Copy of the permit,
- D. Letter from DHEC authorizing permit coverage if provided by SCDHEC, and
- E. A marked-up set of site plans.

When uniform perennial vegetation achieves a cover density of 70%, submit a *Notice of Termination (NOT)* to SCDHEC to terminate coverage. Include a signed statement with the *NOT* certifying that all work on the site has been completed in accordance with the *SWPPP* and the NPDES General Permit for all sites one acre or greater.

Fines assessed on the Department by SCDHEC as the result of the CONTRACTOR's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due or that may become due to the CONTRACTOR. In case no monies are due or available, the fines incurred will be charged against the CONTRACTOR's Surety.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The 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.

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.

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

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

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

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

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.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at

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developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the

grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the

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work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be

compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

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Compliance” required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed

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by a prudent person in the ordinary course of business dealings.

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

"First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

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

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS**

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

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Women Apply Nationwide

GOALS AND TIMETABLES

<i>Timetable</i>	<i>Goals (percent)</i>
From Apr. 1, 1976 until March 31, 1979----- --	3.1
From Apr. 1, 1979 until March 31, 1980----- --	5.1
From Apr. 1, 1980 until March 31, 1981----- --	6.9

Goals for Minority Participation

South Carolina

SMSA Counties:..... Greenville, Pickens, Spartanburg	16.0
Non-SMSA Counties:..... Abbeville, Anderson, Cherokee, Greenwood, Laurens, Oconee, Union	17.8
SMSA Counties:..... Lexington, Richland	23.4
Non-SMSA Counties..... Calhoun, Clarendon, Fairfield, Kershaw, Lee, Newberry, Orangeburg, Saluda, Sumter	32.0
Non-SMSA Counties..... Chesterfield, Darlington, Dillon, Florence, Georgetown, Horry, Marion, Marlboro, Williamsburg	33.0
SMSA Counties:..... Berkeley, Charleston, Dorchester	30.0
Non-SMSA Counties..... Colleton	30.7
Non-SMSA Counties..... Beaufort, Hampton, Jasper	29.8
Non-SMSA Counties..... Chester Lancaster York	15.7
Non-SMSA Counties..... Barnwell, Edgefield, McCormick, Allendale, Bamberg	32.8
SMSA Counties:..... Aiken	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:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race);
 - (iii) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in which it has employees in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notices form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project.
- The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority of female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may taken.
 - d. Provide immediate written notification to the Director when union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet his obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initialization of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

- 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 send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that all seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from the Government contracts pursuant to the executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspensions, termination and cancellation of the existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended. and its implementing regulations, by the Office if the Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of the specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any employee identification number when assigned, social security number, race, sex status(e.g., Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents(e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GENERAL DECISION NUMBER SC39

General Decision Number: SC190039 01/04/2019 SC39

Superseded General Decision Number: SC20180046

State: South Carolina

Construction Type: Highway

Counties: Abbeville, Cherokee, Chester, Chesterfield, Clarendon, Dillon, Greenwood, Lancaster, Lee, Marion, Marlboro, McCormick, Oconee and Union Counties in South Carolina.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/04/2019

SUSC2011-037 09/15/2011

Rates Fringes

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

CARPENTER (Form Work Only).....\$ 14.00

CEMENT MASON/CONCRETE FINISHER

Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 11.63
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 13.02

GUARDRAIL INSTALLER, Includes

Guard Rail/Post Driver
 Installation

Abbeville, Cherokee,
 Chester, Chesterfield,
 Clarendon, Dillon,
 Greenwood, Lancaster, Lee,
 Marion, Marlboro,
 McCormick, Union.....\$ 12.52
 Oconee.....\$ 12.65

IRONWORKER, REINFORCING.....\$ 15.64

LABORER

Asphalt, Includes Asphalt
 Distributor, Raker,
 Shoverler, and Spreader.....\$ 10.96

Common or General
 Abbeville, Greenwood.....\$ 8.85
 Cherokee.....\$ 9.40
 Chester.....\$ 9.55
 Chesterfield.....\$ 9.93
 Clarendon, Dillon, Lee,
 Marion, Marlboro.....\$ 10.00
 Lancaster.....\$ 9.67
 McCormick, Union.....\$ 9.39
 Oconee.....\$ 9.47
 Luteman.....\$ 10.93
 Pipelayer.....\$ 13.87
 Traffic Control- Cone
 Setter.....\$ 12.47
 Traffic Control-Flagger
 Abbeville, Cherokee,
 Chester, Chesterfield,
 Clarendon, Dillon,
 Greenwood, Lee, Marion,
 Marlboro, McCormick,
 Oconee, Union.....\$ 10.15
 Lancaster.....\$ 10.83

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Oconee, Union.....	\$ 16.25	
Chesterfield, Clarendon, Dillon, Lee, marion, Marlboro.....	\$ 15.08	
Bulldozer.....	\$ 13.66	3.40
Crane.....	\$ 20.12	
Grader/Blade		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union.....	\$ 16.20	
Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 15.85	
Loader (Front End).....	\$ 15.51	
Mechanic.....	\$ 18.22	
Milling Machine.....	\$ 15.51	
Paver		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union.....	\$ 14.58	
Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 13.39	
Roller		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union.....	\$ 11.22	
Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 11.95	
Screed.....	\$ 12.45	
Tractor.....	\$ 13.26	

TRUCK DRIVER

Dump Truck		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee, Union.....	\$ 12.83	
Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 11.69	
Lowboy Truck		
Abbeville, Cherokee, Chester, Greenwood, Lancaster, McCormick, Oconee Union.....	\$ 14.19	
Chesterfield, Clarendon, Dillon, Lee, Marion, Marlboro.....	\$ 14.16	
Single Axle, Includes Pilot Car		
Abbeville, Cherokee, Greenwood, Lancaster, McCormick, Oconee, Union...	\$ 10.83	

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Tractor Haul truck.....\$ 16.25

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION